



## **Call for Quotations**

*2025\_ZA\_F.U.N\_002 Implementation of Blended  
Professional Development for Early Childhood  
Educators in 2026 Divided into 4 Lots  
(Mpumalanga Province)*

## PUBLIC PROCUREMENT SUMMARY

Reference	2025_ZA_F.U.N_002 Implementation of Blended Professional Development for Early Childhood Educators in 2026 (Mpumalanga Province)
Object	To acquire the services of CSOs/RTOs to implement the Funda Udlale Nathi Professional Development blended model in Learning through Play in the following four districts in Mpumalanga: Bohlabelo, Ehlanzeni, Gert Sibande and Nkangala.
For VVOB	South Africa
Nature	Services
Description of the services/supplies to be provided	To acquire the services of CSOs/RTOs to implement the Funda Udlale Nathi (F.U.N) Blended Professional Development on Learning through Play in the four districts mentioned above. As described in Point 2 and Annex 1.
Procedure	Sui generis procedure in on phase with prior Belgium and TED publication in accordance with article 89§1, 1° of the Public Procurement Act – services annex III
Deadline for submitting quotations	05/01/2026 at 17:00 Hrs CSET
Estimated Contract end date	November 2026
Estimated start date	End February 2026
Information session and/or site visit	Information Session details to be shared
Budget range	<i>Range: ZAR 16-20 million</i>
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:procurement.za@vvob.org">procurement.za@vvob.org</a> with <a href="mailto:guido.galle@vvob.org">guido.galle@vvob.org</a> in copy until 09/12/2025, after this time only the e-tendering platform can be used for questions.
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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 South Africa with the office in KwaZulu Natal: Professional Teachers Development Institute (Dokkies), 321 ZK Matthews Road, Umbilo, 4001, Durban, South Africa

For this procurement contract, the Lead Officer is Ms Chantal Snyman. VVOB is represented by Dr Wilfried Theunis, Programme Manager of VVOB South Africa, 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 any terms of their general conditions that conflict with the administrative and technical conditions of VVOB for this contract. Any contrary condition will result in a substantial irregularity in the tender.



## 2. SUBJECT MATTER AND SCOPE OF THE PROCUREMENT

VVOB – education for development – is a non-profit organisation headquartered in Belgium with offices in Pretoria and Durban. VVOB South Africa implements education programmes in partnership with the Department of Basic Education (DBE), focusing on enhancing the quality of education through technical support, innovation, and capacity strengthening.

VVOB, the DBE, the South African Council for Educators (SACE), the KwaZulu-Natal Department of Education (KZNDoe) and Mpumalanga Department of Education (MP DoE), the Ntataise Network and Neil Butcher Associates (NBA) are partners in the Funda Udlale Nathi (F.U.N.) project (Grant name: ECD Practitioner Professionalisation 2022 – 2026). The project is funded by The LEGO Foundation.

This is an invitation to professional training providers in the civil society sector, to be part of the second phase of scaling which is to be implemented in 2026, in Mpumalanga province specifically. The project aims to enhance ECD teachers' and practitioners' understanding and ability to implement quality learning through play (LtP) pedagogy and approaches, with a core focus on Grade RR and R.

A pilot was conducted in 2024, to test the effectiveness of two continuous professional development (PD) 'modalities' with over 1000 centre and school leaders, practitioners and teachers in six districts in KwaZulu-Natal (KZN) province. The modalities blend limited in-person support, online self-study, and Professional Learning Community (PLC) engagement, where teachers and practitioners drive their own learning and practice LtP uptake together.

Currently (2025), the programme is in scaling phase 1, taking place in all 12 educational districts of KZN: Amajuba, Harry Gwala, Ilembe, King Cetshwayo, Pinetown, Ugu, Uthukela, Umgungundlovu, Umkhanyakude, Umlazi, Umzinyathi, Zululand.

Both the pilot and scale 1 were implemented by teams comprising of implementing partners from CSOs and district-based officials from the KZNDoe. The Ntataise Trust, a network of ECD Civil Society Organisations / Resource and Training Organisations (CSO/RTOs) and the overall implementing partner on the project, implemented during the pilot and scale 1/2025, in the following districts (Amajuba, Harry Gwala, Pinetown, Ugu, Umgungundlovu, Umlazi). In 2025/scale 1, The Unlimited Child was awarded a contract to implement in 5 districts (Ilembe, King Cetshwayo, Umkhanyakude, Uthukela, Zululand). The Little Elephant Training Centre for Early Education (LETCEE) was awarded the contract to implement in Umzinyathi.

- **Funda Udlale Nathi: Leading the Way in Learning through Play: A course for school and centre leaders** (six modules, 15 SACE CPTD points) equips school and centre leaders to support Learning through Play by enhancing their understanding, advocating for alignment with national curricula (NCF and CAPS for Grade RR and R), and recognising the needs of teachers, practitioners, caregivers, and parents. Leaders learn to foster quality LtP practices in schools, centres, homes, and communities. This course also has a bilingual version, **Ukuhola uhlelo lokufunda sakudlala**.

<https://learning.vvob.org.za/courses/leading-the-way-in-learning-through-play/>

<https://learning.vvob.org.za/courses/funda-udlale-nathi-ukuhola-uhlelo-lokufunda-sakudlala/>



- **Funda Udlale Nathi: Learning through Play** – A course on learning through play for teachers and practitioners (Grade RR and R), with focus on implementing LtP. The course consists of 8 modules, with 15 SACE CPTD points. The teacher's course is also available in a bilingual version, **Ukufunda Sakudlala**.

<https://learning.vvob.org.za/courses/funda-udlale-nathi-learning-through-play/>

<https://learning.vvob.org.za/courses/funda-udlale-nathi-ukufunda-sakudlala/>

In 2026, the two online courses will be available on Moodle.

### **Short description of the assignment**

This procurement is a contract for services with **one contractor per lot** for the Implementation of blended professional development for early childhood educators in 2026 (Phase 2) and is divided into 4 lots. The contract is not reserved to specific economic operators such as sheltered workplaces, people with disabilities, disadvantaged people and protected professions. Bidders are allowed to apply for one, or more, or all the Lots and they may apply for the Lots where they are based or have experience in. Submission for one lot or several lots is possible and there is no limit on the number of lots submitted for. We encourage collaboration and the onus is on prospective bidders to research and form partnerships/consortia. Due to the POPIA Act, we cannot share other potential bidders' details

The objective of the Call for Quotations is to acquire the services of CSOs/RTOs to implement the Funda Udlale Nathi (F.U.N) blended professional development on Learning through Play in the following districts:

Lot 1: Bohlabele

Lot 2: Ehlanzeni

Lot 3: Gert Sibande

Lot 4: Nkangala

The professional development will include in-person engagement at the start and end, online-self-study and participation in PLCs. This is described in detail in Annex 1. A list of Districts Circuits that can be assigned separately are included in Annex 3.

The contract is described in the following annexes:

- Annex 1: Technical Specifications
- Annex 2: Price Inventory List per Lot
- Annex 3: List of Districts Circuits
- Annex 4: Due Diligence Form
- Annex 5: Declaration of honour Form
- Annex 6: Code of Conduct Form
- Annex 7: Independent Service Contract Template

## 3. PROCEDURES FOR THE PROCUREMENT CONTRACT

### 3.1. AWARD PROCEDURE

This public contract is placed via a Sui generis procedure in on phase with prior Belgium and TED publication in accordance with article 89§1, 1° of the Public Procurement Act – services annex III.

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

The signed quotations must be submitted in the English language by e-mail to [guido.galle@vvob.org](mailto:guido.galle@vvob.org) before 19 December 2025 at 12:00 Hrs, and mention in object: “2025\_ZA\_F.U.N\_002 Implementation of Blended Professional Development for Early Childhood Educators in 2026 Mpumalanga”

Contact person for questions about this call: Chantal Snyman, Project Coordinator Funda Udlale Nathi (F.U.N) ECD Learning through Play (LtP) Programme [procurement.za@vvob.org](mailto:procurement.za@vvob.org)

Site visit:

- Without object: no site visit provided.

Information session (not mandatory)

Monday 08 December 2025 at 14:00. Bidders must register to receive a link at the following address: [procurement.za@vvob.org](mailto:procurement.za@vvob.org).

**There will be a question forum on e-tendering opening December 9<sup>th</sup> until and closing on December 19<sup>th</sup> at 17:00 hrs CEST. Bidders can only ask questions about the procurement via this channel and are required to submit questions before the closing date and time.**

VVOB does not guarantee any response and no bidder will be able to claim an answer to a late question.

The responses provided will also be communicated via the e-tendering forum. Bidders are in any case deemed to have taken note of these exchanges for the preparation of their offer.

### 3.3. QUOTATIONS

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

The quotation must consist of the following documents and information:

**a. 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 of 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)

- proof that the signatory is authorised to sign for the company completed and signed due diligence form (form in ANNEX 4)
- Proof of Banking document
- most recent signed-off Annual Financial Statements
- proof regarding the qualitative selection criterion (see point 3.3.8.2)
- proof regarding the third qualitative selection criterion, etc.

#### **b. Technical section of the quotation**

Technical offer with the description of the proposed 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, etc. Please note that a minimum of 300 participants per District must be reached

#### **c. Financial section of the quotation, consisting of:**

- the completed and signed price list provided in ANNEX 2
- (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.
- Technical and financial quotations must be signed

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

- Recourse to subcontractors:

The use of subcontracting is allowed, and the bidder indicates in their quotation the part of the contract they may intend to subcontract and the subcontractors proposed.

However, the contracting authority requires that the critical tasks be performed directly by the tenderer themselves. The critical tasks are (also stipulated in Annex 1. Technical Specifications):

- Detailed implementation plan and budget for all components of the implementation.
- Adequate preparation of training teams (completing online F.U.N. courses; basic PLC courses; facilitating blended CPD online course; participate in on-going capacity development sessions mostly online), in collaboration with VVOB (time and transport costs must be considered in the proposal – other costs will be borne by VVOB).
- Implementation planning in collaboration with the relevant DoE officials.
- Identification of ECD centres and schools participating leaders and grade RR and R teachers and practitioners in the proposed district circuits and in collaboration with DoE. Information to be documented in a detailed database.
- Familiarisation with all content in the stipulated online courses: all F.U.N. courses, facilitating blended CPD online course (including specific F.U.N. facilitators' guide and resources) and Coordinating PLCs in blended CPD course (including specific F.U.N. PLC guide). This is considered as ongoing during implementation.
- Detailed databases containing information on selected sites and participants.

- Ensure participants complete feedback surveys and attendance registers for all in-person components and submitted timely.
- Overview of Retention, Engagement and Motivation support and messaging.
- Effective communication with selected participants
- Accurate recording of implementation monitoring data, timely submission of data and reports (formats will be provided).
- Final report on PD implementation (including recommendations on future sustainability)
- Provision of conducive training venues, catering and transportation for participants and facilitators.

The fact that the contractor entrusts all or part of their commitments to subcontractors does not release them of their responsibility towards the contracting authority. The latter does not recognise any contractual relation with these third parties. The contractor remains, in any case, the only party liable towards the contracting authority. The contractor commits to having the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. The contracting authority must approve any replacements. When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act. In the same way, the contractor will respect and enforce to their subcontractors the provisions of 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 (GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

- VVOB does not allow the submission of free variants.
- VVOB does not allow the submission of options.

### **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 ZAR. 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. Electronic offers (Article 14 of the Law on Public Procurements)**

Submissions cannot be submitted via e-tendering (see 3.3.5.2. below) but the signed quotations must be submitted in English by email to [guido.galle@vvob.org](mailto:guido.galle@vvob.org) before 05/01/2026 at 17:00 CSET, and mention in object: 'quotation ref 2025\_ZA\_F.U.N\_0002 Implementation of blended professional development for early childhood educators in 2026 (Phase 2)'.

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. If a bidder subscribes for more than one lots, each lot must be separately submitted via a different signed price inventory. All other administrative documents can be introduced only once for all the concerned lots.

The estimated date for the awarding of the contract is beginning of February 2026.

#### **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 only 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 lot.

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.

#### **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 by a person with signing authority;**
- **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 of honour in ANNEX 5

##### **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:

- SARS Tax Compliance Certificate (applicable to South Africa)

##### **• 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 basis 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 of honour in ANNEX 5

c. 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 of honour in ANNEX 5. 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.

### **3.3.8.2. Qualitative selection criteria**

The selection criteria (qualitative selection) are the following.

- The bidder comprises of multilingual teams with professional facilitation experience in languages spoken by the targeted beneficiaries in MP (including isiZulu, siSwati, siNdebele, Xitsonga, English). Evidence to be provided: current, detailed curriculum vitae of core personnel.

- QCTO, EDTP-SETA and/or SACE accreditation. Evidence to be provided: Accreditation Number and/or Attestation.
- Only for NPO/CSO: Non-profit Organisation (NPO) / Civil Society Organisation (CSO) registration is mandatory. NPOs include trusts, companies or other associations of persons established for a public purpose. Evidence to be provided: Founding documents: Trust – Deeds of trust and letter of authorisation from the courts or Section 21 – Certificate of incorporation and memorandum and articles of association or Voluntary Association – Constitution or Certificate of NPO registration according to NPO Act

**Bidders who do not meet this 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 below criteria. The sum of all scores across the award criteria determines the most economical bids.

#### **TECHNICAL CRITERIA (weight 60/100 points)**

The following scoring scale will be applied to assess the quality of the technical proposal:

<p><b>Overall quality of the proposal</b></p> <p>The proposed approach is complete (addressing all deliverables), clear and comprehensible, including:</p> <ul style="list-style-type: none"> <li>• Work plan and timeline (e.g. Gantt chart) are realistic (timing, working days etc.)</li> <li>• Clear budget that reflects scope of work</li> <li>• Staffing components are clear and aligned with scope of the work (facilitators, project manager, logistics/admin/finance capacity, M&amp;E capacity &amp; digital capacity).</li> <li>• Clear identification of geographical area/s (district/s).</li> </ul>	<p>Very good = 20</p> <p>Satisfactory = 10</p> <p>Unsatisfactory = 0</p>
<p><b>Minimum reach (of the consortium)</b></p> <ul style="list-style-type: none"> <li>• A minimum of 300 participants in 1 geographical location (district).</li> </ul>	<p>&gt;500 = 10</p> <p>&gt; 300 = 5</p> <p>&lt; 300 = 0</p>
<p><b>In-service training experience</b></p> <ul style="list-style-type: none"> <li>• Within the ECD and schooling (foundation phase) sectors – specifically for Grade RR and R practitioners and teachers.</li> <li>• Extensive = &gt; 5 years' experience and/or 1000 participants trained.</li> </ul>	<p>Extensive 10 points</p> <p>Some = 5 points</p> <p>No = 0 points</p>

<ul style="list-style-type: none"> <li>Evidence to be provided (portfolio of evidence)</li> </ul>	
<p><b>Proven LtP training experience and or expertise of the team conducting the agreement.</b></p> <ul style="list-style-type: none"> <li>Extensive = &gt; 5 years' experience and/or 1000 participants trained.</li> <li>Evidence to be provided (portfolio of evidence)</li> </ul>	<p>Extensive 5 points</p> <p>Some = 2 points</p> <p>No = 0 points</p>
<p><b>Proven experience of the team supporting continuous professional development approaches, such as communities of practice and PLCs.</b></p> <ul style="list-style-type: none"> <li>Evidence to be provided (portfolio of evidence)</li> </ul>	<p>Yes 5 points</p> <p>No = 0 points</p>
<p>Teams must include facilitators who are proficient in <b>English</b> and at least one of the predominant vernacular languages (isiZulu, isiNdebele, siSwati, or Xitsonga)</p> <ul style="list-style-type: none"> <li>Evidence to be provided (current, detailed curriculum vitae of core personnel)</li> </ul>	<p>Yes = 5 points</p> <p>No = 0 points</p>
<p><b>Demonstratable previous and or existing relationship with the Department of Education in MP province and relevant district/s. Evidence to be provided: e.g.</b></p> <ul style="list-style-type: none"> <li>memorandum of understanding, service level agreement,</li> <li>meeting minutes, reports to DoE etc</li> </ul>	<p>Yes = 5 points</p> <p>No = 0 points</p>

- PRICE CRITERION (weight 40/100 points)**

*Evaluated per lot based on 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.*

*The price comparison is calculated per unit (participant trained) cost including VAT (see Annex 2 Price Inventory List).*

*Formula:  $P_x = 40 \cdot P_b / P_a$*

- $P_x$  = points awarded*
- $P_a$  = provider price per participant (total price divided by number of participants trained)*

- *Pb: best provider price per participant (total price divided by number of participants trained)*

*(total cost divided by the number of trainees reached = price per trained practitioner)*

#### **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 contract is concluded by sending a notification letter by email or post, possibly preceded by an information message. The call for quotations with any annexes and the quotation of the bidder with the annexes and order form or notification letter together constitute the contract.

## **4. SPECIAL CONTRACTUAL PROVISIONS**

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

Place of Delivery: VVOB South Africa at the office in KwaZulu Natal: Professional Teachers Development Institute (Dokkies), 321 ZK Matthews Road, Umbilo, 4001, Durban, South Africa

Duration and starting date: 01 February until 30 November 2026

End date of the contract: the contract ends on the last day of the duration of the contract (including extensions, if any). After this date, no performance can be carried out with reference to this contract.

Early termination of the contract:

Without prejudice to other legal remedies, the contract can be terminated early:

By the Contractor: from the first anniversary of the contract, by giving 90 days' notice by registered letter, taking into account the minimum time period for VVOB to conclude a new procurement. By VVOB at all times and by means of a notice period of 30 calendar days, to be notified by registered letter.

Termination of the contract in accordance with the above conditions does not entitle either party to any compensation.

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

Extensions: without object

Repetitions: without object (not possible)

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

The invoice(s) is(are) dressed after performance at the time of payment.

The invoice(s) is(are) sent email to the following address: [invoicesouthafrica@vvob.org](mailto:invoicesouthafrica@vvob.org)

Advance Payment of 20% per LOT will be made upon signing of the contract.

Payment will be made within 30 calendar days from the moment the regularly dressed invoice is in the possession of VVOB.

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

The bidder commits themselves to having the assignment carried out by the persons stated in the quotation, except in the event of force majeure. The persons mentioned or their replacements are all deemed to effectively participate in the execution of the contract.

The bidder's personnel must be sufficient in number and must, each in their field, possess the requisite competence to perform the contract regularly and correctly. The bidder must immediately replace all members of staff whom VVOB vzw has designated as an objection to the proper execution of the contract due to their incompetence, bad will or generally known misconduct.

The bidder shall assume full responsibility for errors or defects in the services performed, in particular in the examinations, calculations, plans and all other documents drawn up by them for the execution of the contract.

The services that do not correspond to the terms and conditions of the contract or that were not provided in accordance with the rules of the art must be restarted by the bidder. If not, VVOB will take ex officio measures at the bidder's expense and risk through one of the means of intervention mentioned in the applicable law. In addition, the bidder is exposed to fines and penalties for non-compliance with the terms and conditions of the contract.

Consequently, the bidder must indemnify VVOB against any damages that they may owe to third parties on account of their delay in performing the contract, insofar as the bidder is responsible for such delay.

#### **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**

The procurement contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this procurement contract. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

## 4.9. INTELLECTUAL PROPERTY

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract.

Without prejudice to abovementioned, and unless otherwise stipulated in the procurement documents, when the subject matter of the procurement contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected

## 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)

The stated rates are fixed and non-revisable during the first year of the framework agreement.

From the second year onwards, the stated prices may be revised annually during the contract's execution to reflect market price changes for the services offered. A price increase is only possible based on parameters that represent actual costs, such as wages and social security contributions. The price changes for the services will be communicated as soon as possible and at least three months in advance by registered letter to the Leading Official and the Leading Department (see Section .. of these specifications). This letter will include a justification for the price increase.

A price increase will only be accepted if it results from a general market increase. VVOB reserves the right to conduct a price survey and reject the proposed price increase in whole or in part.

If the tenderer wishes to propose a price revision formula, the following structure must be used:

$$P = P_0 \times (a + n \frac{S}{S_0})$$

where:

P = revised price

P0 = tender price

a,...,n = coefficients whose sum = 1

a = fixed coefficient, with a minimum of 20%

Sx = index(es) used

The tenderer will clearly indicate the official index(es) used, their value at the time of tender, the desired reading time, and where these indexes can be consulted.

#### 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.



## ***ANNEX 1. Technical Specifications***

### **Scope of Work**

Minimum components in the PD learning process for the entire proposed participant group must include:

#### **Minimum reach:**

The training provider – or a consortium/partnership of providers under 1 managing organisation - must reach a minimum of 300 participants per district/s. Only one provider will be selected per district in respect of departmental time and resources (human and technical).

The 2026 professional development learning process will continue to combine online self-study with in-person sessions and engagement in PLCs. The intended minimum CPD for ECD Centre and School leaders (Centre managers, Principals, Departmental Heads, Supervisors, matrons) and Grade RR and R practitioners and teachers is briefly described below:

#### **a. *The minimum PD for school and ECD centre leadership***

Participating leaders are supported to register on DBE VVOB Moodle platform and enrol in the online course for leaders through a 1-day in person orientation session. After that, their facilitator checks in with them twice (or more) to encourage them to complete their self-study and support their teachers and practitioners in their PD learning process. Regular Retention, Engagement and Motivation (REM) messages are shared, based on available PD data and needs. Later in the year, they participate in a reflection and celebration session in their district. Whilst leaders are encouraged to set up and participate in their own “leadership” PLCs, this is not a mandatory requirement of the programme.

#### **b. *The minimum PD for Grade RR and R teachers and practitioners***

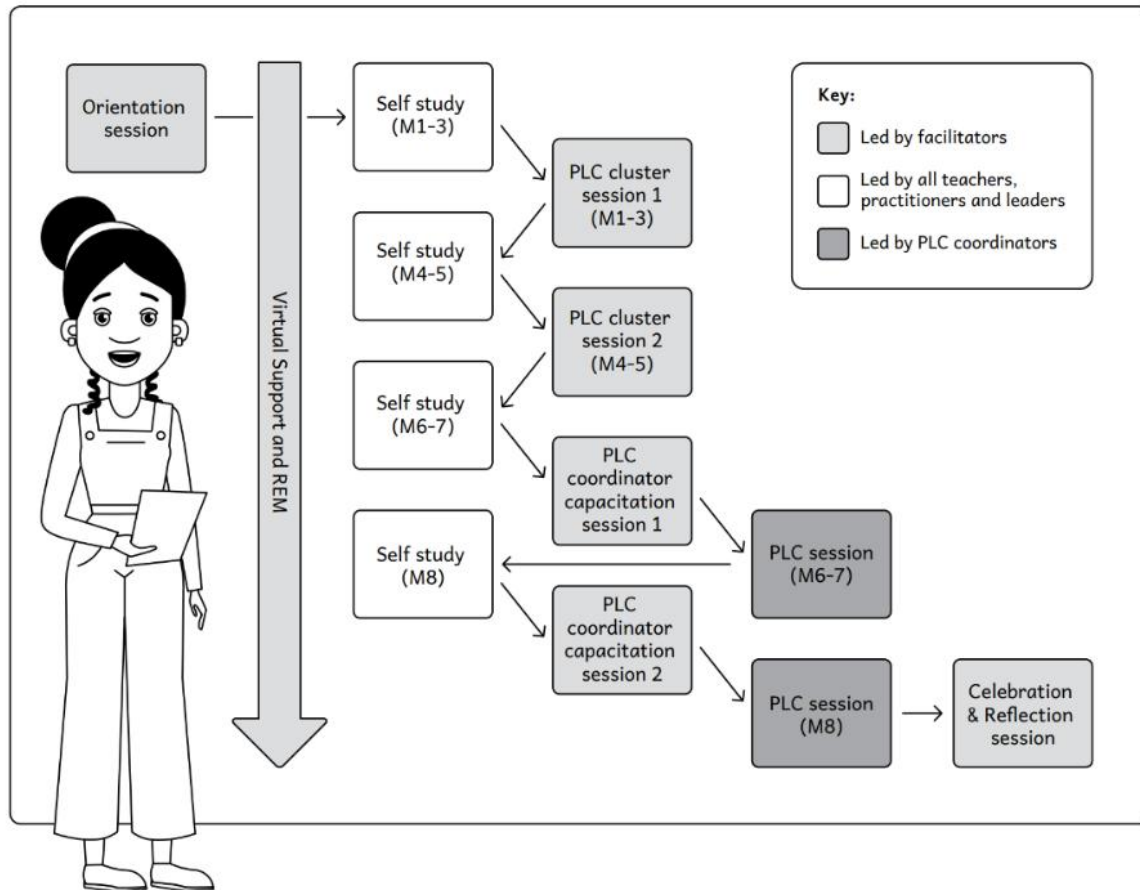
Participating teachers and practitioners are supported to register on DBE VVOB Moodle platform and enrol in their online course through a 1-day in person orientation session.

After commencing their self-study, participants can pace their own learning, allowing sufficient time to build knowledge, understanding and practice on LTP through self-study. At the end of each phase of the course, participants are encouraged to engage with colleagues in peer learning. They participate in two PLC cluster sessions – these are modelling opportunities for how PLCs can work and what value they offer educators in CPD and uptake of the online learning into classroom practice. Potential PLC coordinators are identified during the 2x modelling sessions and are further supported to take up the coordination role through support sessions and finally practice coordination with limited support in the 2 x PLC sessions that follow thereafter.

Later in the year, teachers and practitioners participate in a reflection and celebration session in their district. This activity brings the leaders, educators and PLCs together in reflection around the learning, challenges, successes and opportunities presented through the PD journey. It is an

important moment to reflect on how PD will be sustained beyond programme timelines. Virtual support and REM are provided throughout the implementation process, as needed.

The figure below shows the learning (PD) process of the teachers, practitioners and leaders, and how their roles fit together in relation to the PD activities.



The second phase of scaling will take place in 2026 and continue across all 12 educational districts in KZN. **Building on the successes and lessons learned from KZN, we are extending the second scale up of the programme to ECD centres and schools to the Mpumalanga (MP) province in all 4 educational districts (Bohlabela; Ehlanzeni; Gert Sibande; Nkangala) and welcome bids from CSOs/RTOs operating in this province.**

The training provider – or a consortium/partnership of providers under 1 managing organisation - ideally reach a minimum of 300 participants in 1 geographical area (district/s). Only one provider will be selected per district to prevent unnecessary competition in respect of departmental time and resources (human and technical).

**Onboarding sessions:** A minimum 3-hour in-person onboarding session for groups of grade RR and R practitioners and teachers, and their leaders which achieves:

- Onboarding of all users on the online platform and enrolment in the relevant course(s).
- Setting up of virtual communication channels/groups e.g WhatsApp
- Identification of groups for the PLC model cluster sessions.

- Messages of support and ownership from the relevant DoE authority (either in person or recorded messages if they cannot participate).
- Maximum group size: 45.
- Expected group and venue identification should be based on geographical proximity, to support effective time management and ensure inclusive participation, for example in peri-urban and rural contexts.
- Suggested minimum facilitation team: 3 facilitators (including IT expertise within the CSO team).
- Catering is necessary for sessions 3 hours and longer, in line with departmental protocols. For these sessions the minimum expectation is the provision of fresh, nutritious meals, drinking water and or other drinks. This must be budgeted for.

### **PLC support:**

Support to PLCs aims to contribute to effective and sustainable peer learning beyond implementation.

- Facilitation of at least **2 initial in-person PLC (modelling) sessions in clusters** for all participants (e.g. with the same grouping as the onboarding sessions).
- During these initial PLC modelling cluster sessions:
  - Model the facilitation of peer learning, with the intention to establish effective PLCs.
  - Identify PLC coordinators from among the teachers and practitioners, to ensure that they can gradually take over and facilitate the PLC sessions.
  - Support PLC formation with sustainability in mind (for example intra-, referring to a PLC consisting of members in one school/centre, or interschool-PLCs, consisting of members from different schools/centres in very close geographical proximity; maximum group size: approximately 15 members)
  - The time for these sessions is 2-3 hours maximum.
- PLC model cluster sessions are **recommended to last around 2 hours**, allowing sufficient time for engagement while avoiding overly long sessions that impact teaching and learning time.
  - Maximum group size: 45
  - The venue should be in close geographical proximity to participants, with a recommended maximum travel time of 30 minutes.
  - Suggested minimum facilitation team: 2 facilitators (with IT expertise included)
  - Once PLC coordinators have been identified, facilitation of at least *2 support sessions for all PLC coordinators*, of which the first should be in-person.
  - Ongoing follow-up and support to individual PLC Coordinators is to be provided online/virtually, on needs basis.

**Online support:** Ongoing virtual support, retention, engagement and motivation of practitioners, teachers, leaders and PLC coordinators takes place through the LMS discussion forum and (geographical area/district) WhatsApp groups set up during the onboarding sessions.

**Celebration/reflection sessions:** A minimum 3-hour in-person session with all participants to celebrate completion of the PD intervention, reflect on learning, PLC activities, LtP classroom practice uptake and plans for continued PD beyond project implementation.

- Suggested maximum group size: 45
- Suggested minimum facilitation team: 2

Deliverables (minimum)	Proposed Timeline
<b>A. Implementation Planning</b>	
Minutes of at least one district level planning meeting with relevant DoE officials	February 2026
Updated implementation plan (based on the submitted workplan); further updates to plans to be shared as changes arise	February 2026
Confirmation/verification of submitted database of centres/schools (using templates that will be provided)	February 2026
A virtual district planning check-in meeting with VVOB and MPDOE in February 2026 to establish progress and/or challenges ahead of implementation. Other regular meetings, to include the CSO Leads/Project Coordinators; M&E and facilitators include: <ul style="list-style-type: none"> <li>• bi- monthly Monitoring and Evaluation Meeting</li> <li>• bi –monthly Implementing Stakeholder Meeting</li> <li>• bi-monthly Project Coordinators Meeting</li> </ul> Other meetings will take place on a need’s basis online and where possible in-person, to support the contextual/district-based approach.	Ongoing (during preparation and implementation)
Check-in session with district implementing teams (CSOs & DBE) in person and or online. Focus: Reflect on orientations and onboarding & planning for PLC model cluster sessions	April 2026
Check-in session with district implementing teams (CSOs & DBE) in person and or online. Focus: Reflect on PLC model cluster sessions & planning for PLC Coordinator Support.	June 2026
<b>B. Training Teams' Preparation</b>	
Moodle training	January and February 2026
Completion of online courses F.U.N. for teachers and leaders (in isiZulu and/or English) and facilitating blended CPD online course	March 2026 (before or by the Training of the Trainers)
Participation in in-person training of trainers (3 days)	March 2026

Check-in session with district implementing teams (CSOs & DBE) in person and or online. Focus on online sessions: Reflect on PLC Coordinator Support and 2 x PLC Sessions. Planning for Reflection & Celebration events Participation in on-going online capacity development sessions (4 x 2 hr sessions)	Ongoing (during implementation)
Completion of ‘Coordinating PLCs in blended CPD’ online course prior to modelling the facilitation of PLCs in the cluster sessions	April 2026
<b>C. In-person Orientation Sessions (max group size 45)</b>	
Attendance registers (scanned copies submitted)	Once all orientation sessions have been completed (e.g. end April 2026)
Completed online feedback surveys by participants for in-person sessions	
Updated tracker database with orientation attendance	
Report on implementation of orientation sessions	
<b>D. In-Person Support to PLCs (2 PLC model cluster sessions and PLC coordinator support sessions)</b>	
Attendance registers (scanned copies submitted) for the PLC model cluster and PLC coordinator sessions	Once all PLC model cluster sessions and PLC coordinator sessions have been completed (e.g. end August 2026)
Reports on implementation of in-person support to PLCs	
Updated tracker database with attendance for PLC model cluster and coordinator support sessions	
<b>E. Ongoing Virtual Support</b>	
Record of key Retention, Engagement and Motivation (REM) messaging - a minimum of 4 generic messages per month of implementation.	Ongoing (during implementation)
<b>F. In-person Reflection and Celebration Sessions</b>	
Attendance registers (scanned copies submitted)	Once all reflections and celebration sessions have been completed (e.g. end September 2026)
Completed online feedback surveys by participants for all sessions	
Updated tracker database with attendance of reflection sessions	
<b>G. Final Reporting</b>	
Final implementation report including summary of celebration events and recommendations for sustainability.	1 November 2026

## Roles and Responsibilities

### Service Provider:

For quality implementation, the potential CSO ECD professional training service provider is required to ensure the following:

Detailed implementation plan and budget for all components of the implementation.

Adequate preparation of training teams (completing online F.U.N. courses; basic PLC courses; facilitating blended CPD online course; participate in on-going capacity development sessions mostly online), in collaboration with VVOB (time and transport costs must be considered in the proposal – other costs will be borne by VVOB).

Implementation planning in collaboration with the relevant DoE officials.

Identification of ECD centres and schools participating leaders and grade RR and R teachers and practitioners in the proposed district circuits and in collaboration with DoE. Information to be documented in a detailed database.

Familiarisation with all content in the stipulated online courses: all F.U.N. courses, facilitating blended CPD online course (including specific F.U.N. facilitators' guide and resources) and Coordinating PLCs in blended CPD course (including specific F.U.N. PLC guide). This is considered as ongoing during implementation.

Detailed databases containing information on selected sites and participants.

Ensure participants complete feedback surveys and attendance registers for all in-person components and submitted timely.

Overview of Retention, Engagement and Motivation support and messaging.

Effective communication with selected participants

Accurate recording of implementation monitoring data, timely submission of data and reports (formats will be provided).

Final report on PD implementation (including recommendations on future sustainability)

Provision of conducive training venues, catering and transportation for participants and facilitators.

To support the implementation, VVOB commits to:

- Provide capacity development and support on a need's basis and where possible, to all training teams during planning meetings with DOE representatives, training of the trainers, Moodle training, comprehensive facilitation materials, on-going support sessions.
- Ensure functionality of Moodle platform, maintain the online courses, provide technical support and provide capacitation and support to access progression reports on online self-study.
- Provide templates for participants database and tracking, attendance registers and online feedback surveys.

## ***ANNEX 2. Price Inventory List***

Reference: VVOB 2025 ZA FUN 0002

**Bidders can subscribe for one lot or for multiple lots (4max); however, since each lot is awarded separately, the subscription must contain one signed inventory per lot**

**In order to keep administration as simple as possible, all other mandatory documents can be introduced only once, a simple reference in each inventory to these documents suffices.**

<b>LOT/DISTRICT</b>	<b>Number of participants trained</b>	<b>Unit price per participant trained</b>	<b>Total excl. VAT</b>	<b>VAT %</b>	<b>Total incl. VAT</b>
<b>Lot 1: District of Bohlabela</b>					
<b>Lot 2: District of Ehlanzeni</b>					
<b>Lot 3: District of Gert Sibande</b>					
<b>Lot 4: District of Nkangala</b>					
<b>Grand total if subscription for more than one lot</b>					
<b>Name, date and signature:</b>					

Date :

Name:

Signature:



### ***ANNEX 3. List of District Circuits***

<b>District/Lot</b>	<b>Circuit</b>
<b>BOHLABELO</b>	AGINCOURT
	ARTHURSEAT
	CASTEEL
	COTTONDALE
	DWARSLOOP
	GREENVALLEY
	LEHUKWE
	MANYELETI
	MARITE
	MASHISHING
	MAVILJAN
	MKHUHLU
	SABIE
	SHATALE
	THULAMAHASHE
	XIMHUNGWE
<b>District/Lot</b>	<b>Circuit</b>
<b>EHLANZENI</b>	BARBERTON
	INSIKAZI
	KHULANGWANE
	LUBOMBO
	MALELANE
	MBOMBELA
	MGWENYA
	NKOMAZI EAST
	NKOMAZI WEST
	NKULULEKO
	SIKHULILE
	WHITE HAZY
	WHITE RIVER

District/Lot	Circuit
<b>GERT SIBANDE</b>	AMSTERDAM
	BADPLAAS
	BALFOUR
	BETHAL
	BREYTEN
	CAROLINA
	DUNDONALD
	ERMELO 1
	ERMELO 2
	HIGHVELD RIDGE EAST
	HIGHVELD RIDGE WEST
	MASHISHILA
	MPULUZI
	PIET RETIEF
	STAN EAST
	STAN WEST
	VOLKSRUST
	WAKKERSTROOM
District/Lot	Circuit
<b>NKANGALA</b>	DELMAS
	eMALAHLENI 1
	eMALAHLENI 2
	eMALAHLENI 3
	KWAGGAFONTEIN EAST
	KWAGGAFONTEIN WEST
	KWAMHLANGA NE
	KWAMHLANGA SW
	LIBANGENI
	MARAPYANE
	MIDDELBURG 1
	MIDDELBURG 2
	MIDDELBURG 3
	MMAMETLHAKE
	NOKANENG
	SIYABUSWA
	TWEEFONTEIN NORTH
	TWEEFONTEIN SOUTH



#### ***ANNEX 4. Due Diligence Form***

See annex4

***ANNEX 5. Declaration of Honour***

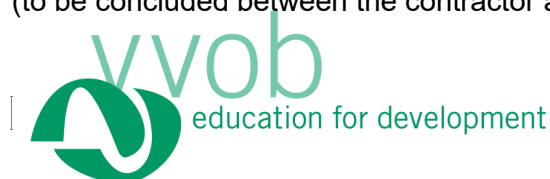
*See annex 5*

***ANNEX 6. Code of Conduct***

*See annex 6*

## **ANNEX 7. Independent service contract template**

(to be concluded between the contractor and the contracting authority after award)



### **Independent Services Contract**

(template)

Between:

[Choose “Country Office with VAT/TIN” or “Country Office without VAT” or “Head Office” & complete ]

hereafter called **VVOB**;

and:

[Name], [Legal form] [with VAT/registration/TIN number (insert a space if you want to leave this open)], 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 a particular expertise relating to Description of the activities and expertise.]

The Parties wish to cooperate for the purpose of [Project/Assignment].

### **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**).



## SERVICES

### THE SERVICE PROVIDER SHALL PERFORM THE FOLLOWING SERVICES (HEREAFTER *THE SERVICES*):

Services	Deliverables	Complete by
Description of the tasks and activities that are covered by the first deliverable	<p>Here you need to describe the tasks and activities that need to be completed per Deliverable. You can add and delete rows as needed.</p> <p>For example: “delivery and successful testing of IT platform...” or “delivery of audit report” or “collection and presentation of data on XYZ”</p> <p>Each deliverable will be linked to a payment. Make sure that the amount of each payment corresponds to the value of the Services that will have been delivered after completion of the stage.</p>	date
Description of the tasks and activities that are covered by the first deliverable	<p>Here you need to describe the tasks and activities that need to be completed per Deliverable. You can add and delete rows as needed.</p> <p>For example: “delivery and successful testing of IT platform...” or “delivery of audit report” or “collection and presentation of data on XYZ”</p> <p>Each deliverable will be linked to a payment. Make sure that the amount of each payment corresponds to the value of the Services that will have been delivered after completion of the stage.</p>	date
Description of the tasks and activities that are covered by the first deliverable	<p>Here you need to describe the tasks and activities that need to be completed per Deliverable. You can add and delete rows as needed.</p> <p>For example: “delivery and successful testing of IT platform...” or “delivery of</p>	<p>date date</p> <p>Click or tap to enter a date.</p>

	<p>audit report” or “collection and presentation of data on XYZ”</p> <p>Each deliverable will be linked to a payment. Make sure that the amount of each payment corresponds to the value of the Services that will have been delivered after completion of the stage.</p>	
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| Choose “Details in annex” or “Empty” |

The Service Provider shall start performing the Services on | Click or tap to enter a start date | and undertakes to complete the Services by the dates mentioned in the column “Complete by”.

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

| Choose “Specific person” or “Empty” |

#### Fee

In exchange for the performance of the Services, VVOB shall pay the following fee (hereafter **the Fee**) to the Service Provider:

| Choose & complete:

**! REMINDER !** : please include all applicable local taxes (among others, but not limited to Withholding Taxes/WHT ) in the fee calculation.

“Fee per stage of assignment” → for Assignment (unless you choose a fee per day/month)

“Fee per day/month (fixed number) ” → for Assignment or for Recurring Services where number of service days or months is fixed

“Fee per day/month (not fixed)” → for Recurring Services where total number of service days or service months is not yet known

“Fee per Deliverable” → if Services are described as deliverables |

The Fee is inclusive of all Value Added Tax (VAT) and all other applicable taxes, statutory deductions and contributions, national insurance and any other taxes and/or contributions in respect of the Fee.

The Service Provider must mention the amount of VAT and other taxes on the invoice. If the Services are exempted from VAT, the Service Provider must state this on the invoice.

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 0. 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.

## Expenses

[Choose “Allowances have been agreed” or “No reimbursement of costs”]

Choose “Own place of work” or “VVOB work place” ]

## Invoices

The Service Provider will draw up an invoice for the Fee (as described in 0) and expenses (if applicable and as described in 0) and hand it over or send it to VVOB.

Invoices must be made in accordance with the applicable laws and this Contract and are issued [Choose “Approval necessary” or “Monthly invoicing”]

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.

[Choose “WHT” in countries where this may be relevant, choose “Empty” in all other situations]

[Choose “Final invoice after report” or “Empty”].

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.

[Choose “Checklist Supp docs” or “Empty”. Tick the appropriate boxes if allowances are allowed. If the first box is ticked, the Claim Form must be added in the Annex.]

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.

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

Account Name: [Click or tap here to enter text.]

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

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

Currency: [Click or tap here to enter text.]

Bank name: [Click or tap here to enter text.]

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

[Choose “No advance payments” (standard option) or “Advance payments”. If Advance payments are made possible, HQ must first be consulted and the appropriate boxes must be ticked and completed. ]

## Term and termination

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

[Choose “End of assignment” (for assignment, deliverables) or “Contract ends on a specific date” (for recurring services) & complete date.]

[Choose “Early termination possible” (unusual) or “Empty” (standard option)]

Choose “Reports need to be submitted” & complete or choose “Empty”]

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

the other Party is in material breach of the Contract; or

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

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 0)

- non-compliance with the confidentiality obligations (0)
- any representation or warranty made in this Contract in relation to Sanctions (0) 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 0 and VVOB does not accept the replacement proposed by the Service Provider.
- You can add specific breaches here if you have agreed upon specific obligations or requirement that you consider very important, for example: Breach of ... ]

If the Services provided do not comply with 0 or if Services are delivered late, VVOB can reject the Services and refuse payment. In such cases payments shall be effected pro rata the Services that are compliant and timely and that are also recognized as such by VVOB.

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

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

VVOB can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter or registered courier 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 0).

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 or registered courier to the Service Provider.

[Termination right for VVOB if funding stops? Choose "Immediate termination", "Termination with 60 days notice" or "Empty" depending on how strict the provisions in the donor agreement are. For DGD you can choose "Empty".]

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. There is no force majeure if the cause in question is one which a reasonable Service Provider should have foreseen and provided for or which, having arisen, could have been reasonably avoided or overcome.

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

#### Terms of execution and relationship between the Parties

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.

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.

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.

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://www.vvob.org/sites/belgium/files/2021\\_vvob\\_integrity\\_policy\\_-\\_web.pdf](https://www.vvob.org/sites/belgium/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.

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.

[Choose "Indemnification obligation" or "Empty" depending on if the Service Provider is a commercial partner or not ]

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.

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.

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, payment and lawful registration of these persons and will not involve VVOB in such matters.

[Will VVOB persons give instructions to the personnel of the Service Provider? If yes, choose "Instruction list" & add the relevant Annex (a draft is included in this template). If no, choose "No instructions". In case of doubt, choose "Instruction list" and add the Annex. In any case, all instructions to the personnel of the Service Provider should be limited so that VVOB cannot be considered as the employer. Have a good look at the Annex to see what is possible and what not. ]

If the name of one or more specific individual(s) for the performance of the Services is mentioned in 0, 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.

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.

#### Insurance

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.

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.

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.

#### Confidentiality

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.

The Service Provider may not during the Contract (except in the proper performance thereof or as required by an applicable law) 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.

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.

[Choose "Publication of final report" or "Empty"]

#### Ownership of work product and intellectual property rights

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.

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.

## Data Protection

Will we share personal data (for example name, identification number, location data, combination of data that allow to identify a specific person) of VVOB employees or other individuals with the Service Provider?

If yes, choose "Access to personal data" and make sure that the Annex with the data processing agreement is added, completed and signed.

If no personal data is shared, you can choose "No access to personal data" and no data processing agreement must be signed. |

## Compliance with Sanction laws and other obligations

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.

[Choose “Additional requirement” & complete or choose “Empty” ]

#### 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.

#### 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.

#### Applicable laws and settlement of disputes

This Contract is subject to [Choose the law of your country office or Belgian law for Head Office – make sure the choice for law corresponds to the choice of courts!]

Any dispute regarding the validity, interpretation or performance of this Contract shall fall within the exclusive jurisdiction of the [Choose the courts of your country office and Belgian Courts for Head Office]. The Parties undertake to use their best endeavours to reach on an amicable settlement before going to court.

[Choose Kenya only if applicable law is Kenyan law, choose empty in all other situations.]

#### Annexes

Letter of Annex	Description of Annex
[Letter: A, B,..	[Choose an annex or delete & add the relevant annex! .
[Letter: A, B,..	[Choose an annex or delete & add the relevant annex! .
[Letter: A, B,..	[Choose an annex or delete & add the relevant annex! .

[Letter: A, B,..

[Choose an annex or delete & add the relevant annex! .

Drawn up in [Place], on [Click or tap to enter a date.] in as many copies as there are signing parties, each Party recognizing having received one copy thereof.

[Choose "Signature Block HQ" or "Signature Block Local" & complete ]

*\*Please initial each page*

## Annex Letter: Reference Terms

## Annex letter: Claim Form

## Annex Letter: Instruction List

In the context of the execution of this Agreement, VVOB can only give following instructions to personnel of the Service Provider:

- Instructions relating to Health and Safety
- Instructions regarding the performance of this Contract

Are considered as instructions regarding the performance of this Contract:

- Instructions relating to the timing/planning of the tasks to be performed (e.g. deadlines, attendance at consultation meetings);
- Instructions on accessibility and communication;
- Instructions on the correct use of VVOB equipment, goods and documents (e.g. methodology, email policy, internet policy);
- Instructions on accessibility and communication;
- Instructions on operational reporting on the tasks to be performed (e.g. how (written/oral), frequency, ...);
- circumstances, procedures and practices of VVOB that must be taken into account for the performance of the assignment and interim changes thereto (e.g. other ongoing works and assignments, confidentiality requirements, established practices and policies);
- Specific task-related instructions, including specific training, education and training for the performance of the tasks and which are specific to the activity of VVOB;
- opening and closing times of premises and access to premises or facilities
- Instructions to prevent/reduce damage (e.g. prohibition to continue to perform tasks due to manifest errors).

## Annex Letter: Data processing agreement

### (the DPA)

Between:

Choose “Country Office with VAT number” or “Country Office without VAT” or “Head Office” & complete

hereafter called **VVOB**;

and:

Name, Legal form with VAT/registration number Number (insert a space if you want to leave this open), 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 and the Service Provider have entered into an Independent Services Contract on Click or tap to enter a date. (**the Contract**).

In this DPA, the Parties set out their agreements regarding the processing by the Service Provider of certain personal data on behalf of VVOB. This DPA describes the technical and organisational measures which the Parties shall implement to ensure a level of security appropriate to the risk.

In the context of the Contract, the Service Provider may also act as the data controller for other processing of personal data. For example, if the Service Provider processes personal data for invoicing. If such processing occurs, the Service Provider must in his capacity as controller, comply with all statutory obligations arising from the GDPR; this obligation follows from the GDPR itself and is not further detailed in this DPA.

## COMPLIANCE WITH THE GDPR

For the data processing as described in this DPA, the Service Provider will be the processor as referred to in Article 4, 8° of the EU General Data Protection Regulation (**the GDPR**). VVOB will be the data controller.

The Service Provider will process the Personal Data in accordance with the GDPR and will comply with all obligations imposed on it by the GDPR in its capacity as data processor.

Processing solely according to instructions

Personal data will be processed by the Service Provider, its employees, or subcontractor only on the basis of written instructions from VVOB who is the data controller.

This obligation of prior written instruction does not apply, in accordance with Article 28(3) of the GDPR, if the Service Provider is under the obligation to process the data under the laws

of the EU or an EU member state. In that case, the Service Provider shall inform VVOB prior to the processing.

VVOB hereby instructs the Service Provider to process on behalf of VVOB certain personal data as described in Annex (a) (the Personal Data) in order to perform the Contract.

The Personal Data shall be processed exclusively in the nature and for the purposes specified in Annex (a).

The duration of the data processing will be the duration of the Contract.

The Service Provider shall process the Personal Data solely in compliance with Annex (a). It shall not copy the Personal Data, unless for agreed back-up purposes and it shall not store the Personal Data for longer than necessary to provide its services as agreed under the Contract. Afterwards, the Personal Data shall either be deleted or returned to VVOB.

The Service Provider shall not transfer the Personal Data to another country or to any third parties, unless VVOB gives a written instruction thereto. If Personal Data processed under this DPA is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the Personal Data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

#### Ensuring confidentiality

The Service Provider shall ensure that the persons authorised to process the Personal Data have signed an appropriate confidentiality undertaking or are bound by an appropriate legal obligation of confidentiality.

The Service Provider shall take reasonable steps to ensure that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Contract.

#### Technical and Organisational Measures

The Service Provider shall take all appropriate technical and organisational measures to ensure that the processing complies with the requirements of the GDPR and shall provide the necessary assistance to VVOB in order to guarantee the protection of the rights of the "data subject" (= the persons to whom the personal data relate).

The technical and organisational measures shall take into account the state of the art and the cost of implementation, on the one hand, and the nature, extent, context of the processing, the purposes of the processing and the varying degrees of probability and seriousness of the risks to the rights and freedoms of individuals, on the other hand.

The Service Provider shall also implement appropriate and organisational measures to assist VVOB in fulfilling its obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR. This includes the data subject's right to rectification, erasure, restriction of processing and data portability.

The Service Provider shall be able to demonstrate to VVOB at all times that all appropriate measures have been taken and that it complies with all its legal and contractual obligations. The Service Provider shall propose to VVOB additional measures as are appropriate to ensure a level of security

appropriate to the risk presented and are necessary.

The technical and organisational measures shall at a minimum consist of those listed in Annex (b).

#### No subcontracting without written authorisation

The Service Provider shall not subcontract all or part of the processing to a subcontractor, unless with the prior specific written consent of VVOB. If the Service Provider so engages a subcontractor, the same data protection obligations set out in this DPA must be imposed by the Service Provider upon the subcontractor in a legally binding way.

The Service Provider will remain responsible towards VVOB for compliance with the obligations of the GDPR imposed on the processor of personal data even if the processing is subcontracted to a subcontractor.

The Service Provider must provide VVOB with a clear overview of who carries out which activities in connection with the processing of the Personal Data.

#### Cooperation and assistance

##### General undertaking

The Service Provider shall, taking into account the nature of the processing and the information available to it, assist VVOB in ensuring compliance with obligations imposed on VVOB in its capacity as data controller by the GDPR and which relate to security of processing (Article 32 GDPR), notification and communication of personal data breaches (Articles 33 and 34 GDPR), data protection impact assessment (Article 35 GDPR) and prior consultation of the supervisory authority (Article 36 GDPR).

##### Requests from data subjects

If the Service Provider receives a request from a data subject, it shall promptly notify VVOB. The Service Provider shall not respond to that request except on the documented instructions of VVOB, unless the Service Provider cannot obtain such consent without breaching a legal obligation in which case the Service Provider shall to the extent permitted inform VVOB of that legal requirement before responding to the request.

##### Data breaches

The Service Provider shall promptly notify VVOB if it becomes aware of a data breach affecting Personal Data. It must provide VVOB with sufficient information to allow VVOB to meet any obligations to report or inform data subjects of the data breach. The Service Provider shall co-operate with VVOB and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of Personal Data breaches.

##### Data Protection Impact Assessment and Prior Consultation

The Service Provider shall provide reasonable assistance to VVOB with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which VVOB reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other data protection law. This obligation only applies in relation to the processing of Personal Data by the Service Provider, and its scope



is determined taking into account the nature of the processing and the information available to the Service Provider.

#### Compliance with data protection laws and audits

The Service Provider shall immediately inform VVOB if it considers that an instruction violates the GDPR or a legal provision on data protection. Similarly, if the Service Provider considers that VVOB has wrongly failed to classify certain data as Personal Data within the meaning of the GDPR, it shall inform VVOB immediately.

The Service Provider shall keep and make available all the information necessary to demonstrate that the Service Provider complies with all the obligations imposed with regard to the processing of personal data and to allow audits and inspections conducted or mandated by VVOB and shall also provide assistance with any audits.

#### Erasure of data at the end of the Contract

At the end of the Contract, the Service Provider shall, at the choice of VVOB, either delete all Personal Data or return it to VVOB, unless the storage is required by law. If storage is required by law, the Service Provider shall preserve the confidentiality of such Personal Data and shall not process the Personal Data for any purpose other than compliance with the law.

#### Duty to inform

Where the Service Provider collects or receives data directly from a data subject in the framework of the Contract, it shall comply with Article 13 GDPR and provide adequate information to the data subject by means of a privacy statement. In such a case, the Service Provider shall submit the contents and means of notification to VVOB for prior approval.

#### Liability

The Service Provider is exclusively liable for the damage caused by breaches of DPA and of its obligations as processor under the GDPR and Belgian privacy laws.

The Service Provider shall defend, indemnify and hold harmless VVOB for any claims of data subjects or third parties in relation to such a breach by the Service Provider. The Service Provider shall upon request of VVOB intervene in any legal proceedings to that effect.

#### Applicable laws and settlement of disputes

This DPA is subject to Belgian law.

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

#### Annexes

Annex (a): description of the data processing

Annex (b): Minimum technical and organisational measures

Drawn up in Place, on Click or tap to enter a date. in as many copies as there are signing parties, each Party recognizing having received one copy thereof.

Choose "Signature Block HQ" or "Signature Block Local" & complete

*\*Please initial each page*

## DPA – Annex (a)

### 1. Nature of the processing

Please list all of the processing activities conducted by the Service Provider.

What is processing?

- operation or set of operation (automated or not)
- performed on personal data or on sets of personal data
- includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

Practical examples:

- collecting personal email addresses and storing them in a spreadsheet or a database
- recording names and other personal information of teachers participating in our programmes
- consulting or updating a database with personal information of our employees
- sharing personal information of staff or beneficiaries with a donor
- uploading personal data to a cloud service
- Keeping a video recording of a meeting

### 2. Purpose of processing

Please list the purposes for which the personal data will be processed.

This is connected to the type of contract between VVOB and the Service Provider

Practical examples:

- In a contract for payroll services: payroll administration
- In an insurance contract: managing the insurance contract
- Other typical examples to list here: compliance with data protection laws, creating back ups

### 3. Type of personal data that are being processed

List the type of Personal data that is being shared.

What is personal data?

- Information that relates to a **natural person** ('data subject')
- Based on the information, the person must be **identifiable** (= this can depend on the context)

For example:

- Company email addresses mentioning the name of a natural person (so info@... is not personal data but name.surname@... is personal data)
- Location data
- Combination of data that makes the person identifiable (for example date of birth + gender + place of work).

Practical examples:

- Employee information: names, dates of birth, wage information, home addresses, email addresses, family composition
- Information about final beneficiaries: name, age and gender

#### **4. Categories of data subjects**

List the categories of persons of whom personal information will be shared

Practical examples:

1. EU employees
2. Employees employed in country X
3. Teachers in country X

## DPA - Annex (b) – Minimum technical and organisational measures

Measure	Type of Measure (Choose one - make sure each type is covered appropriately)	Detailed description	Objective (tick relevant boxes – explanations are listed below - make sure each objective is covered appropriately)
Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.	<input type="checkbox"/> Confidentiality <input type="checkbox"/> Availability <input type="checkbox"/> Integrity <input type="checkbox"/> Transparency <input type="checkbox"/> Isolation <input type="checkbox"/> Portability and interoperability <input type="checkbox"/> Easy erasure
Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.	<input type="checkbox"/> Confidentiality <input type="checkbox"/> Availability <input type="checkbox"/> Integrity <input type="checkbox"/> Transparency <input type="checkbox"/> Isolation <input type="checkbox"/> Portability and interoperability <input type="checkbox"/> Easy erasure
Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.	<input type="checkbox"/> Confidentiality <input type="checkbox"/> Availability <input type="checkbox"/> Integrity <input type="checkbox"/> Transparency <input type="checkbox"/> Isolation <input type="checkbox"/> Portability and interoperability <input type="checkbox"/> Easy erasure
Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.	<input type="checkbox"/> Confidentiality <input type="checkbox"/> Availability <input type="checkbox"/> Integrity <input type="checkbox"/> Transparency <input type="checkbox"/> Isolation <input type="checkbox"/> Portability and interoperability <input type="checkbox"/> Easy erasure

			<input type="checkbox"/> Isolation
			<input type="checkbox"/> Portability and interoperability
			<input type="checkbox"/> Easy erasure
Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.	<input type="checkbox"/> Confidentiality
			<input type="checkbox"/> Availability
			<input type="checkbox"/> Integrity
			<input type="checkbox"/> Transparency
			<input type="checkbox"/> Isolation
			<input type="checkbox"/> Portability and interoperability
			<input type="checkbox"/> Easy erasure
Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.	<input type="checkbox"/> Confidentiality
			<input type="checkbox"/> Availability
			<input type="checkbox"/> Integrity
			<input type="checkbox"/> Transparency
			<input type="checkbox"/> Isolation
			<input type="checkbox"/> Portability and interoperability
			<input type="checkbox"/> Easy erasure

Confidentiality Measures for the protection of personal data against unauthorised access or inspection by third parties

Examples of technical measures for this category are:

- firewalls, malware scans, anti-virus protection and patches and updates on all devices and networks allowing access to confidential and personal data
- Running regular vulnerability scans and penetration tests
- A thorough security implementation based on the OWASP top 10 threats
- At least one protection against a brute force attack (possibility of blocking users after x number of login attempts)
- The presence of automatic anonymisation or pseudonymisation of personal data after the purpose of the processing was realized or legally imposed retention periods have expired
- Data encryption
- Secure connections for all or specific information types
- The personal data is stored in a European data centre (preferably ISO27001 certified)
- For hard copy storage:
  - o the quality of doors and locks, and the protection of your premises by such means as alarms, security lighting or CCTV

- how you control access to your premises, and how visitors are supervised

Examples of organisational measures are:

- All persons who have access to personal data have signed a confidentiality undertaking or are bound by an appropriate legal obligation of confidentiality
- the Service Provider can demonstrate through documentation that it is in a position to inform its customers following a data breach
- adherence to a specific code of conduct or certification mechanism

**Availability** Measures for the protection of personal data against destruction, loss or any other reason of non-accessibility and, in the event of a physical or technical incident, to restore in a timely manner the availability of and access to the personal data

Examples of measures for this category are back up procedures

**Integrity** Measures for the protection of personal data against unauthorised alteration

Examples of measures for this category are user management measures, password policies and multi-factor authentication

Example of an organisational measure: the Service Provider has appointed a data protection officer

**Transparency** Measures so that the data subject can always ask VVOB what data relating to him or her are processed, by whom and for what purpose and so that it is always possible to verify who had access to the personal data and the nature of the processing carried out

Examples of technical measures: a well-developed audit log module with the possibility of logging, consultation by VVOB without intervention of the Service Provider, logging of interventions carried out by the Service Provider, consultable by VVOB without the intervention of the Service Provider

Examples of organizational measures:

- keeping a nominative list of persons who have access to the personal data in the context of the processing (both own staff/employees and subcontractors)
- Service Provider has a privacy declaration that provides a sufficient level of transparency

**Isolation** Measures so that the personal data processed for VVOB cannot be linked with data processed for third parties and therefore so that the personal data are only processed for the purpose originally intended by VVOB

Examples of technical measures: user management measures, access rights, data encryption, password protections

Examples of organisational measures:

- Restricting access: ensuring that employees are only authorized to access data limited to what is necessary for the performance of their tasks or for the needs of the service
- Informing all persons acting under his authority of the provisions of the GDPR, as well as of all relevant rules on the protection of privacy that

apply to the processing of personal data

Portability and interoperability Measures to ensure that the (processing of) personal data can always be transferred to another service provider on the instructions of VVOB

Examples of technical measures

- A back-up of the personal data - if applicable, e.g. when working with a second data centre - is also transmitted via a secure connection.
- the back-up procedure of the supplier is documented.

Easy erasure Measures so that personal data can be deleted in a secure manner and permanently, wherever the personal data are.

For example, technical measures to ensure that data are stored at a separate location

Organisational measures such as

- Shredding and certified disposal of hard-copy records
- IT disposal lead by IT departments or knowledgeable persons to guarantee effective and complete erasure of any personal data or access

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