

Call for Quotations: Provision of Outsourced Risk-Based Internal Audit Services

Deadline for submissions: **22 November 2026 17:00 EAT**

PUBLIC PROCUREMENT SUMMARY	
Reference	VVOB202610001
Object	Provision of Outsourced Risk-Based Internal Audit
For VVOB	VVOB Global
Nature	Services
Description of the services/supplies to be provided	See point 2 (Terms of reference *for services)*
Procedure	Negotiated procedure without prior publication but with announcement
Deadline for submitting quotations	See publication on e-tendering platform (VVOB Belgium)
Contract duration	Three Years, subject to satisfactory performance
Estimated start date	January 2027
Site visit	No Site visit
Budget range	N/A
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	Koenraad.Vandensteen@vvob.org with David.Okello@vvob.org and procurement.acsl@vvob.org in copy

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1. General provisions

1.1. Contracting authority

The contracting authority of this public procurement contract is VVOB Belgium, non-profit organisation, with its registered office at Julien Dillensplein 1, 1060 Brussels, Belgium, acting through its office Global office based in Brussels- Belgium.

This procurement contract, is led by VVOB Global office, represented by **Mr Tom Vandenbosch**, General Director of VVOB [Global Office], 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.

This contract is equally subject to:

- The specifications in this call and in its appendices, and any notes, standards or documents referred to. The tenderer is deemed to have taken note of this and to have taken it into account when preparing their bid.
- All laws and regulations concerning the requested products and materials (e.g. CE conformity etc.)
- The General Data Protection Regulation: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.
- VVOB's Codes of Conduct.

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

1.3. Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Quotations with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.
The bidder undertakes to comply strictly with the obligations provided for by the GDPR and Belgian law on the protection of personal data, regarding the processing of data entrusted to them by the Contracting Authority or collected by the bidder on behalf of and at the request of the Contracting Authority.
If the bidder reasonably considers that other agreements should be concluded in order to comply with the applicable legislation, the bidder will proactively inform the contracting authority. In any case, the

bidder must cooperate in good faith with the contracting authority in order to comply with the applicable legal provisions at all times.
For all questions regarding the protection of personal data, the bidder may contact the Contracting Authority's Data Protection Officer or his designate.
We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

1.4. Confidentiality

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

1.5. General conditions of sale

By participating in this procurement, the bidder waives their sales conditions and endorses the purchase conditions of VVOB.
See service contract in Annex D

2. Subject Matter and Scope of the Procurement

This procurement is a contract for services of **Provision of Outsourced Risk-Based Internal Audit Services** and is not divided into lot and is not subdivided in fixed and conditional parts. The contract is not reserved to specific economic operators such as sheltered workplaces, people with disabilities, disadvantaged people and protected professions.
The technical specifications of the services are described hereunder.

2.1. Background to the study

2.1.1. About VVOB

VVOB – *education for development* is an international non-profit organisation with over 40 years' experience in strengthening the quality of education systems in Africa, Asia and South America in close partnership with ministries of education and their institutions. Research shows that, of all school-based factors, the quality of teaching and school leadership has the biggest impact on learners' learning outcomes. As such, the professional development of teachers and school leaders is VVOB's primary focus in ensuring quality education for all. By working closely with governments, research institutions, committed donors and national, regional and international networks and expertise partners, VVOB strives to maximise the sustainability and potential for upscaling of its initiatives.

VVOB has established a Risk Management Policy and Framework to guide the identification, assessment, treatment, monitoring and reporting of risks. To strengthen governance and accountability, VVOB invites qualified professional services firms to provide an outsourced, independent, risk-based internal audit function covering global functions, country operations and programmes. Working with the Global Internal Control Advisor, the outsourced internal audit services provider will support VVOB in strengthening its risk management, internal control and accountability arrangements across all countries and programmes

2.1.2 Purpose and Objectives

The engagement will provide independent assurance and advice to the Governing Board and senior leadership on the adequacy and effectiveness of governance, risk management and internal control arrangements.

- Develop and deliver a risk-based internal audit strategy and plan aligned with organisational priorities.
- Evaluate governance, risk management, internal controls and compliance with applicable obligations.
- Identify significant control weaknesses, systemic risks and improvement opportunities.
- Provide practical, prioritised recommendations and monitor implementation.
- Provide timely, objective reporting to the Governing Board or its designated committee.
- Support continuous improvement through identification of recurring issues and emerging risks.

2.1.3 Scope of Services

2.1.3.1 Outsourced Internal Audit

- Develop an internal audit charter for Board approval and an audit universe covering key functions, processes, countries and programmes.
- Agree audit methodologies, reporting protocols, quality assurance arrangements and communication channels.
- Designate a suitably qualified point of contact within the firm responsible for professional leadership of the outsourced work.

2.1.3.2 Organisation-Wide Internal Audit Risk Assessment

Conduct an initial and at least annual risk assessment considering strategic objectives, country and organisational risk registers, operational complexity, donor and legal requirements, previous incidents and audits, control effectiveness, emerging risks and input from governance and management stakeholders.

2.1.3.3 Risk-Based Internal Audit Plan

Prepare a rolling three-year risk-based internal audit plan and detailed annual plan specifying audit priorities, objectives, scope, rationale, timing, required specialists, proposed site visits, level of effort and costs. The annual plan will be submitted for approval to the Governing Board or its designated committee and updated for material emerging risks.

2.1.3.4 Execution of Internal Audits

Conduct audits under the approved plan using appropriate testing, evidence gathering, documented findings, and management consultation.

2.1.3.5 Individual Audit Reports

Each report must document objectives, scope, methodology, overall conclusion, evidence-supported findings, risk ratings, root causes, potential consequences, actionable recommendations, management responses, responsible owners and deadlines. Draft findings must be validated for factual accuracy without compromising auditor independence.

2.1.3.6 Follow-Up of Recommendations

Maintain a centralised recommendations tracker; obtain management updates and evidence; verify significant actions; identify overdue or recurring issues; and escalate material unresolved findings. Management remains responsible for implementation.

2.1.3.7 Special Audits and Advisory Assignments

VVOB may commission additional targeted reviews where risks or significant concerns emerge, subject to separately agreed scope, authorisation, fees and independence safeguards. Formal investigations, including safeguarding or whistleblowing matters, require appropriate specialist competence and procedural safeguards. The provider must not assume management responsibilities.

2.1.3.8 Quarterly and Annual Reporting

- Quarterly reports: progress against the audit plan, completed assignments, high/critical findings, systemic trends, action implementation, overdue recommendations, emerging risks and independence or scope limitations.
- Annual report: work completed, significant findings, recurring issues, action closure and observations on governance, risk management and controls within the assurance work performed.

2.1.4 Expected Deliverables and Timeline

Deliverable	Indicative timing
Inception report and workplan	Within 30 days
Draft internal audit charter and protocols	During inception
Audit universe and initial risk assessment	Within 60 days
Rolling three-year plan and detailed annual plan	Within 90 days
Individual audit reports	After each audit, per agreed timetable
Recommendations tracker	Established in first audit cycle; ongoing
Consolidated internal audit report	Quarterly
Annual internal audit report and updated plan	Annually
Transition and handover report	At contract completion

The contract is described in the following annexes:

- Annex A: Submission Form and Price List
- Annex B: Declaration of honour

3. Procedures for the Procurement

3.1. Award procedure

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

3.2. Contact person, site visit and information session.

Contact persons for questions about this call: Koenraad.Vandensteen@vvob.org with David.Okello@vvob.org and procurement.acsl@vvob.org in copy.

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

Site visit:

- Without object: no site visit provided.

Information session:

- Without object: no information session provided.

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 on honour concerning compliance with VVOB's Codes of Conduct (see point 3.3.8.1.c) and compliance with Sanctions Laws (see point 3.3.8.1.d) (to mention if applicable) and compliance with United Nations regulations (see point 3.3.8.1.e)
- proof regarding the first qualitative selection criterion (see point 3.3.8.2)
- proof that the signatory is authorised to sign for the company.
- account number with denomination on which the payments must be made, stating the name and address of the bank and the BIC/SWIFT code.

b) Technical section of the quotation:

Technical offer with the description of the proposed services. It must also include:

- Detailed description of the proposed services, considering the requirements detailed in the CFQ **(see point 3.3.8.3 for details)**
- Company track record of similar and relevant assignments undertaken **(see point 3.3.8.3 for details)**
- CV for every expert involved in the execution of the contract, emphasising relevant and sufficient experience **(see point 3.3.8.3 for details).**

c) Financial section of the quotation, consisting of

- Net price, excluding WHT/VAT (lumpsum per stage)
- VAT/WHT amounts
- Gross price, including VAT
- Total Gross Price of the quotation, including VAT, expressed in numbers and in full characters.

IMPORTANT NOTICE FOR ALL BIDDERS
All consultancy services under this assignment are subject to Withholding Tax (WHT as per the Kenyan rate)

3.3.2. Subcontracting, price reductions, variants and options

- Recourse to subcontractors: **The use of subcontracting is not allowed.**
- The proposal of price reductions is not allowed.
- 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 estimated (order as per price list), (if any) see detailed pricelist to complete **in ANNEX B**

The prices are mentioned in Euros. 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.

Price provided should be both before VAT/WHT and VAT/WHT inclusive. VVOB is not identified for VAT/WHT purposes, so this means we must consider VAT/WHT as a cost, which needs to be added to the consultancy fee to determine the total cost of this assignment for VVOB. If you are convinced that no VAT should be added to this assignment, please provide the VAT/WHT exemption reference which is applicable. VVOB shall keep the right to investigate if this exemption article also provides exemption in the contracting country (and not just transferal of VAT/WHT obligations). If not, the contracting country VAT will be added to the bid values for evaluation purposes.

The contract does not allow refundable costs. However, costs made in the execution of the assignment (like travel within Malawi) are borne by VVOB directly outside the budget of this service contract.

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

VERIFICATION OF THE PRICE
The bidder shall provide all indications permitting the comparison of prices or costs as requested by the contracting authority. The correction of errors can be carried out by VVOB.

3.3.5. Submission of the quotations
3.3.5.1. Article 14 of the Law on Public Procurements

The signed quotations must be submitted in **English** by email to procurement.acsl@vvob.org before **22 November 2026 at 1700Hrs EAT** and mention in object: 'quotation ref **VVOB202610001**

Quotations submitted late (after this deadline) will be retained but will not be counted towards the award of the contract.

In the case of submission of a BAFO (best and final offer), the same provisions apply. See below '**Negotiations'**.

The bidder may submit only one quotation for this contract.

The estimated date for the awarding of the contract is **December 2026**

3.3.5.2. Article 44 RD 1.

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.

The submissions must therefore be addressed to procurement.acsl@vvob.org before the date mentioned in section 3.3.5.4. below.

3.3.5.3. Languages

The offers can be submitted in **English.**

3.3.5.4. A single quote per order

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

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

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

The tenderer shall submit their tender in a single copy.

3.3.5.5. End date for the receipt of the offers.

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

This limit is specified in the quotation request **(email).**

3.3.5.6. Late offers

Offers submitted late will not be accepted.

3.3.5.7. Modification or withdrawal of an already submitted offer

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

3.3.6. Opening of the quotations

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

3.3.7. Overview of the evaluation procedure and negotiations

In a first phase, the quotations will be evaluated as;

- to selection (see 3.3.8.1. exclusion grounds and 3.3.8.2. qualitative selection criteria) and
- to regularity (see 3.3.1. data to be included in the quotation).

In application of the art. 76 of the Law, regularising substantial irregularities is possible.

To be compliant,

- the quotation must be signed.

- the quotation must contain all the information and documents requested in this call for quotations.
- the quotation must propose supplies/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:

- Participation in a criminal organisation
- Corruption
- Fraud
- Terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence.
- Money laundering or terrorist financing
- Child labour and other forms of trafficking in human beings
- Employment of illegally staying third-country nationals

Evidence to be submitted by the bidder:

- an extract not older than three months from the criminal record; declaration on honour in **ANNEX B**

b) Exclusion ground relating to tax and social security debts.

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

Evidence to be submitted by the bidder:

- a certificate not older than three months from any **Revenue authority**;
- declaration on honour in **ANNEX B**

c) Compliance with VVOB's Codes of Conduct

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

The bidder will always conduct themselves 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:
https://www.vvob.org/sites/belgium/files/2024_integrity_policy_vvob.pdf
The Codes of Conduct may be updated on a regular base, and it is the bidder's responsibility to ensure compliance at all times.
The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.
In case of credible accusations that the bidder or one of their staff members, branches or (sub)contractors has violated the Codes of Conduct, VVOB may terminate the contract with immediate effect and without compensation through written notification.
VVOB may decide to suspend the agreement temporarily in anticipation of the investigation into an alleged breach of the Codes of Conduct by means of a written notification sent to the bidder.

Evidence to be submitted by the bidder:

- **declaration on honour in ANNEX B**

d) Compliance with Sanctions Laws

The bidder represents and warrants by submitting an offer that neither they nor any personnel, affiliates or (sub)contractors:

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

Evidence to be submitted by the tenderer:

- declaration on honour in **ANNEX B.**

By submitting their offer,
the bidder and the head of organisation of the bidder give their express consent to a vetting of the person or legal entity and head of the organisation and any other individual named in the proposal by VVOB by subjecting them to a sanctions list screening using cloud-based software.

e) Compliance with United Nations regulations

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

Evidence to be submitted by the tenderer:

- **declaration on honour in ANNEX B**

3.3.8.2. Qualitative selection criteria

Use of qualitative selection criteria

The selection criteria (qualitative selection) are the following*:* A proven track record in delivering outsourced internal audit services to international non-profit or multi-country organisations, including donor-funded programmes. The service provider must demonstrate completion of at least three relevant assignments within the past five years.

Evidence to be submitted:

- Short CV (maximum 3 pages) for every expert involved in the execution of the contract, highlighting relevant experience and certifications.
- Company track record of similar and relevant assignments undertaken, including:
  - Dates and geography of the assignments
  - Clients, partners and/or funders
  - Short description of the assignment
  - Clear indication of the scope of the assignment (e.g. type of audits, number of countries or entities covered)
  - References: optional (maximum 3 references)

Bidders who do not meet the(se) selection criteria(on)/(a) 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 based on the following awarding criteria.

- **TECHNICAL CRITERIA**

Technical criteria with allocation of points (weight 60/100 points)
VVOB proposes a two-stage process in which it assesses technical proposals before financial proposals. A minimum technical threshold of 70% may be applied.

Criterion	Weight
Understanding of assignment	10%
Risk-based methodology	25%
Comparable institutional experience	15%
Team qualifications and experience	10%
Delivery capacity and quality assurance	10%
Total	**60%**

The maximum number of points to be obtained per item will be divided by the number of technicians for whom references are provided in the quotation.

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

All offers scoring ≥ 42/60 on technical criteria will be evaluated for VfM. VVOB will evaluate VfM based on the total cost to VVOB.

Where:

Total cost to VVOB = Consultancy fee incl. VAT/WHT
Consultancy fee = daily rate × number of working days

3.3.8.4. Possibility of not awarding or concluding the contract

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

3.3.8.5. Concluding the procurement contract

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

4. 4. Special Contractual

4.1. Place of delivery, duration and end of the contract

See service contract in **Annex D**

4.2. Extensions and repetitions

Extensions: without object
Repetitions: without object (not possible)

Terms of payment

See service contract in **Annex D**, **articles 3 & 5**

The invoices are addressed at the completion of deliverables.
The invoices are sent by email to the following address: invoice.acsl@vvob.org with Koenraad.Vandensteen@vvob.org in copy.
The payments will be made within 30 calendar days from the moment the correct execution of the contract is checked by VVOB, as long as the regular invoice is in the possession of VVOB.

4.3. Bidder responsibilities during the execution of the contract

See service contract in **Annex D**, **article 2**

4.4. 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.

4.5. Bail

No bail is required for this contract.

4.6. Disputes

See service contract in **Annex D, article 15.**

4.7. Intellectual property

See service contract in **annex D, Article 10**

4.8. Modifications of the contract (Art. 37 TO 38/19 RD 1)

4.8.1. 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.

4.8.2. 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.

4.8.3. Price revision (Art. 38/7)

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

4.8.4. Unforeseen circumstances (Art. 38/9)

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.
A decision of the Belgian Government or donors to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article.

ANNEXES

ANNEX A: Submission Form and Price List

ANNEX B: Declaration of Honour

ANNEX A (i): Submission Form for Provision of Outsourced Risk-Based Internal Audit Services

The registrant (name or trade name):	
Legal form (NPO, public limited company or other):	
Company number:	
Registered office (Country, municipality, postal code, street and number):	
Represented by the undersigned (Name and given names):	
In the capacity of:	
Nationality:	
Legal residence (Country, municipality, postal code, street and number):	
I enclose with my tender all the information and documents requested by the commissioning organisation.	
Total Gross Price according to the price inventory hereafter	In figures: ..... EUR In letters ……EUR
Payments will be validly made by bank transfer to the account number:	
In the name of:	
Made at (Place, date): Name Signature	

ANNEX A (ii): PRICE LIST

The contract is concluded and executed through the VVOB office at Julien Dillensplein, 1060 Sint-Gillis, Brussels, Belgium. The bidder is expected to include all costs, applicable taxes, and other levies and charges in the price offer, including Withholding Tax (WHT). The bidder is an independent contractor and is responsible for assessing tax compliance and applicability in accordance with applicable legislation.

VVOB will deduct WHT from each payment and remit it to the Tax authority. If the service provider is exempt from the WHT, the service provider shall provide evidence of the exemption from the taxes, or alternative proof of exemption in accordance with double taxation treaties.

Services	**Price Breakdown (in EUR)**				
	Number of days	**Gross daily rate, incl. WHT (1 day = 8 working hours) [A]**	**Gross total [B = days × A]**	**WHT Amount [C=B*WHT %]**	**Net Amount Payable [D=B-C]**
Consultancy					
TOTAL (EUR)					

[1] WHT indicate % _____

Made at (Place, date): Name Signature	

ANNEX B

Declaration on Honour Concerning the Grounds for Exclusion

Reference of the procurement: VVOB202610001: Provision of Outsourced Risk-Based Internal Audit Services

I, the undersigned, (insert name of the person signing this form)

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

or

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

full legal name (*for legal persons only*) of Honour

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

full official address:

company registration number: N/A

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

a) has not been the subject of a final judgment on the merits for one of the following offences:
   i. participation in a criminal organisation
   ii. corruption
   iii. fraud
   iv. terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence
   v. money laundering or terrorist financing
   vi. child labour and other forms of trafficking in human beings
   vii. employment of illegally staying third-country nationals

b) is not bankrupt or in receivership, has not ceased or suspended trading, is not subject to a court settlement or other arrangement with creditors and is not involved in any similar proceedings under national laws and regulations;

c) has not been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established and any country in which it has operations, in the country of the contracting authority and in the country where the contract is to be performed;

e) that (s)he will conduct (her)(him)self at all times in compliance with VVOB's Codes of Conduct referred to in the call for quotations. The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.

f) that neither it nor any personnel, affiliates or (sub)contractors:
   - is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the "Sanctions")

- is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.
- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
- has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.

g) that (s)he complies with the United Nations regulations referred to in the call for quotations.

h) that, should the contract be awarded, he (she) will provide on request proof for one or more of the above-mentioned situations.

Full Name……., Date……., Signature…….