vvob
education for development



Request for quotation for a contract of limited value to which the conditions of the Public Procurement Act apply, with the subject:

Designing a Sustainable Financing Mechanism for Zambia's Catch-Up Programme

Reference number *VVOB ZM 2026 10 01*

SUMMARY OF PUBLIC PROCUREMENT CONTRACTS	
Reference	VVOB ZM 2026 10 01
Subject	Designing a Sustainable Financing Mechanism for Zambia's Catch-Up Programme
For VVOB	Zambia
Nature	Services
Description of the services/supplies to be provided	See point 2 (Reference framework)
Procedure	Contract of limited value awarded through a sui generis procedure with the application of the Public Procurement Act for a negotiated procedure without prior publication (but with voluntary announcement to increase the number of participants)
Deadline for submission of tenders	See in email or other distribution channels (Country Office)
Contract	16 weeks (4 MONTHS)
Estimated start date	February 2027
Information session and/or site visit	N/A
Conditions for participation	See point 3.3.8.1 (grounds for exclusion).
Contents of the tender	See point 3.3.1 (information to be included in the tender)
Technical and financial evaluation criteria	See point 3.3.8.3 (award criteria)
Contact person for questions	Bridget Mumba, Bridget.Mumba@vvob.org and Stefaan Vande Walle, Stefaan.Vandewalle@vvob.org

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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 ZAMBIA; **CDC Building, Haile Selassie Avenue, Longacres, 10101 Lusaka- Zambia.**

For this procurement contract, the lead office is **ZAMBIA represented by Ms Caroline Elliot**, Programme Manager of VVOB ZAMBIA, 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 FOR PROCUREMENT

The specific administrative and contractual provisions applicable to the contract and the public procurement procedure include:

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

A comprehensive overview of all applicable Belgian regulations relating to public procurement can be consulted on the website www.publicprocurement.be.

This contract is also subject to:

- The specifications in this call for tenders and in the annexes, and all notes, standards or documents referred to. The tenderer is deemed to have taken note of these and to have taken them into account when drawing up his tender.
- All laws and regulations relating to the products and materials requested (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 Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;
- The codes of conduct of VVOB.

All additions, amendments and replacements to the above 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 communicated to it in response to the request for quotation with the utmost care, in accordance with the legislation on the protection of personal data (General Data Protection Regulation, GDPR) on . 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 this law.

The tenderer undertakes to strictly comply with the obligations provided for in the GDPR and the Belgian law on the protection of personal data with regard to the processing of data entrusted to it by the contracting authority or collected by the tenderer on behalf of and at the request of the contracting authority.

If the tenderer reasonably believes that other agreements must be concluded in order to comply with the applicable legislation, the tenderer shall proactively inform the contracting authority thereof. In any case, the tenderer shall 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 tenderer may contact the data protection officer of the contracting authority or the officer designated by him.

We undertake to protect and process your personal data carefully, transparently and in strict compliance with the legislation on the protection of privacy.

1.4. CONFIDENTIALITY

The tenderer and/or contractor, as well as the contracting authority, are obliged to maintain confidentiality towards third parties with regard to confidential information obtained in the context of this tender and will not disclose this information without the necessary prior written consent of the other party. An exception is made for the provision of confidential information to third parties involved in the contract, in which case the parties undertake to inform the parties concerned adequately of their confidentiality obligation and the required compliance thereof.

1.5. GENERAL TERMS AND CONDITIONS OF SALE

By participating in this tender, the tenderer waives its terms and conditions of sale and endorses VVOB's terms and conditions of purchase.

See the service contract in the **Annex D**

2. SUBJECT AND SCOPE OF THE TENDER

This tender is a contract for the provision of a consultant or consultancy team to assess and design an appropriate financing mechanism(s) for Catch Up, including but not limited to endowment, trust, solidarity fund, blended finance and other hybrid financing models, as detailed in the attached **Terms of Reference.** The Project Coordinator role is central to ensuring effective planning, budgeting, monitoring, donor compliance and stakeholder communication across VVOB's portfolio of projects.

The contract is not divided into lots. The contract is not reserved for specific market participants such as sheltered workshops, 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 of experience strengthening education systems. Working in close partnership with governments, teachers and school leaders, VVOB improves the quality of education by strengthening professional development, supporting evidence-informed policy, and promoting sustainable system change.

About Catch Up

Catch Up is Zambia's national programme for improving foundational literacy and numeracy. The Ministry of Education developed it with partners including Pratham, J-PAL, UNICEF, TaRL Africa and VVOB, adapting the Teaching at the Right Level (TaRL) approach, which groups learners by learning level rather than age or grade. The programme is fully government-owned and embedded in Ministry systems, which makes it a cornerstone of Zambia's foundational learning strategy. Sustaining quality at scale, however, depends on predictable long-term financing beyond time-bound donor funding. This covers coaching, assessments, monitoring, research and innovation. VVOB is therefore exploring a sustainable financing mechanism, including the feasibility of an endowment, to complement government funding. It would be independently governed and used exclusively for remedial learning for the children who need it most.

2.1.1 Purpose and Objectives

VVOB seeks to engage a consultant or consultancy team to assess and design an appropriate financing mechanism(s) for Catch Up, including but not limited to endowment, trust, solidarity fund, blended finance and other hybrid financing models.
The consultancy will assess the feasibility of establishing an endowment and/or other long-term financing mechanisms and develop the financial, governance, legal and operational foundations necessary for implementation.
The assignment will involve close collaboration with the Ministry of Education while engaging the Ministries of Finance and Justice, legal experts, philanthropic organisations, financial institutions, and other strategic stakeholders.

2.1.2 **Key Expected Deliverables**

The consultant will be expected to deliver the following outputs:

Deliverable	Description
Inception Report	• Detailed methodology, workplan, stakeholder engagement plan, timeline and approach to delivering the consultancy.
Sustainable Financing Recommendation Paper	• Report containing potential financing mechanisms, preferred option, reasons for selection/rejection, feasibility rating, required capitalization, expected returns, key risks, conditions for success, and recommendation whether to proceed. The paper should include scenario modelling demonstrating the relationship between capitalisation levels, investment returns, operating costs and annual financing capacity under different assumptions.

Capitalisation and Investor Landscape Assessment	• Assessment of prospective philanthropies, corporations, • high-net-worth individuals, foundations, DFI and blended finance opportunities, local Zambian investors and diaspora opportunities.
Final Sustainable Financing Strategy	• Strategy outlining the recommended financing mechanism, rationale, governance structure, legal framework, investment principles, capital requirements, expected returns, risks, fundraising strategy and implementation approach for review by VVOB and stakeholders.
Implementation Roadmap	• A phased roadmap detailing priority actions, institutional responsibilities, legal and regulatory milestones, fundraising priorities, indicative timelines and resource requirements for establishing the financing mechanism.
Final Presentation	• Presentation of the final consultancy findings and recommendations to VVOB leadership, the Ministry of Education and other key stakeholders.
Executive Summary	• A concise, high-level summary of the consultancy findings, recommendations and proposed pathway towards establishing a sustainable financing mechanism for the Catch Up Programme.

The contract is described in the following annexes:

- Annex A: technical specifications.
- Annex B: detailed pricelist to complete.
- Annex C: declaration on honour template.
- Annex D: service contract

3. PROCEDURES FOR THE TENDER CONTRACT

3.1. AWARD PROCEDURE

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

3.2. CONTACT PERSON, SITE VISIT AND INFORMATION SESSION

Contact persons for questions about this call: Bridget Mumba, Bridget.Mumba@vvob.org and Stefaan Vande Walle, Stefaan.Vandewalle@vvob.org withmailto:guido.galle@vvob.org procurement-zm@vvob.org in copy

Any questions can be sent by email to the contact person, stating the reference of the call for tenders in the subject line of the email. Verbal communication is only permitted to convey messages other than those referring to the documents of the call or to the tender, provided that sufficient evidence of the verbal communication is retained (e.g. a written note, recording, transcript, summary, etc.).

On-site visits:

- No site visits are planned.

Information meeting:

- Without object: no information session provided.

3.3. QUOTATIONS

3.3.1. Information to be included in the tender

The quotation must consist of the following documents and information:

a. Administrative section of the quotation, including at least

- identity of the tenderer: **company name, legal form, nationality, address, telephone number, email address, contact person and tax identification number, citizen service number.**

- proof relating **to mandatory grounds for exclusion** (see the documents requested in point 3.3.8.1.a) Signed declaration of honour

- proof that the tenderer complies with its **obligations regarding the payment of taxes and social security contributions** (see the documents requested in point 3.3.8.1.b)

- a declaration on honour regarding compliance with VVOB's codes of conduct (see point 3.3.8.1.c) and compliance with the sanction's laws (see point 3.3.8.1.d) and compliance with the regulations of the United Nations (see point 3.3.8.1.e)

- proof relating to the first qualitative selection criterion (see point 3.3.8.2)

- bank account number in the currency in which payments are to be made, stating the name and address of the bank and the BIC/SWIFT code

b. Technical part of the tender

- Technical offer with the description of the proposed services, considering the requirements detailed in **Annex A (Terms of Reference).**

- It must also include:

1. A detailed CV of the person who will perform the services (the proposed consultant(s) and team members) describing the relevant educational background (master's degree or equivalent experience) and professional experience.

2. An explanatory note describing the bidder's experience in establishing, capitalising, fundraising for or advising sustainable financing mechanisms, such as endowments, foundations, trust funds or blended finance vehicles. The note should also demonstrate the bidder's understanding of Zambia's legal, financial and regulatory environment held directly or through qualified national partners. **(see point 3.3.8.3 for details)**

3. A detailed methodology and workplan showing how the bidder will deliver the objectives and scope of work. It should cover, at a minimum, the element listed in **section 5 (Methodology) in Terms of Reference** together with deliverables, timeline and team responsibilities (**(see point 3.3.8.3 for details)**

c. Financial section of the quotation, consisting of

the completed and signed price list in **ANNEX B)**

- (Unit) price (daily fee) and number of days
- Total gross amount of the quotation, Inclusive of **Withholding Tax**
- WHT amounts, which VVOB will deduct at the applicable rate and remit to the Zambia Revenue Authority. (ZRA)
- Net amount payable to the consultant after WHT Deduction

IMPORTANT NOTICE FOR ALL BIDDERS
All consultancy services under this assignment are subject to Zambian Withholding Tax.

3.3.2. Subcontracting, price reductions, variants and options

- Use of subcontractors: Subcontracting is not permitted
- Proposing price reductions is not permitted.
- VVOB does not allow the submission of free variants.
- VVOB does not allow the submission of options.

3.3.3. Validity of tenders

Tenders submitted are valid for 90 calendar days from the deadline for submission of tenders. The same period applies to the **BAFO** from the deadline for submission of the **BAFO.**

3.3.4. Pricing and price components

PRICE:

Prices are stated in ***Zambian Kwacha*** (ZMW).

The total amount of the offer is expressed in figures and in full characters.

ELEMENTS INCLUDED IN THE PRICE:

The proposed price is all-inclusive and covers all professional fees, administrative costs, transport costs, communication costs and all other possible costs related to the execution of the contract.

The proposed price is inclusive of **Withholding Tax (WHT).** VVOB will deduct WHT at the applicable rate from each payment and remit it to the Zambia Revenue Authority (ZRA). The consultant will receive the net amount after this deduction.

The tenderer shall determine the amount of its quotation on the basis of its own calculations and estimates, taking into account the content and scope of the contract as described in the Terms of Reference.

The contract does not allow for any refundable costs.

VERIFICATION OF THE PRICE

The tenderer must provide all information requested by the contracting authority that enables a comparison of prices or costs. Corrections of errors may be made by VVOB.

3.3.5. Submission of tenders

3.3.5.1. Tenders submitted by email

Signed tenders must be submitted in English by email tomailto:guido.galle@vvob.org procurement-zm@vvob.org before **30th November 2026**.- **23:59 local time,** stating 'quotation ref **VVOB ZM 2026 10 01'** in the subject line.

Quotations submitted after this deadline will remain valid but will not be considered for the award of the contract. The same provisions apply to the submission of a BAFO (best and final offer). See **'Negotiations'** below.

- The tenderer may only submit one quotation for this contract.

The estimated date for the award of the contract is **February 2027.**

3.3.5.2 Derogation from Article 14, § 7 of the Public Procurement Act

In view of Article 14, §2, 1° of the Public Procurement Act, it is not appropriate to impose the obligation to use electronic means of communication referred to in Article 14, §7 of the Act.

The underlying contract in question is such that national or regional entrepreneurs do not have equal access to the requirements relating to the use of the Belgian federal platform for electronic procurement. The technical characteristics may therefore be discriminatory and restrict entrepreneurs' access to the award procedure, in particular as regards the speed and quality of the internet connection and the quality of the electricity transmission network. Furthermore, the specific formats of electronic signatures provided by this platform are not yet compatible with the information and communication technology used.

3.3.5.3. Languages

Tenders may be submitted in **English.**

3.3.5.4. One tender per order

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

In this case, each participant in a group of economic operators without legal status shall be considered as a tenderer.

However, submitting an initial quotation does not prevent you from negotiating, submitting subsequent quotations or submitting a **BAFO.**

The tenderer shall submit its quotation in a single copy.

3.3.5.5. Deadline for receipt of tenders

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

This deadline is specified in the request for tenders.

3.3.5.6 Late biddings

Tenders submitted after the deadline will not be accepted.

3.3.5.7 Modification or withdrawal of a quotation already submitted

The modification or withdrawal of a tender already submitted must comply with the provisions of Article 43 of the Royal Decree.

3.3.6. Opening of tenders

The tender must be in the possession of the contracting authority before the deadline and time for submission specified in point 3.3.5.1 **"Submission of quotation**". The opening of tenders shall take place behind closed doors.

3.3.7. Overview of the evaluation procedure and negotiations

In the first stage, tenders shall be evaluated on the basis of:

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

Pursuant to Article 76 of the Act, it is possible to regularise substantial irregularities.

In order to comply with the rules,

- **the tender must be signed;**
- **the tender must contain all the information and documents requested in this call for tenders;**
- **the tender must propose services that correspond to what is expected and described by VVOB;**
- **the service provider must meet the minimum selection criteria referred to in points 3 and 4 of this call for tenders.**

If the information or documents provided by the tenderer prove to be incomplete or incorrect, or if certain documents are missing, VVOB may request the tenderer concerned to provide, supplement, clarify or explain the information or documents in question within a reasonable period of time. This option does not oblige VVOB to offer this possibility to tenderers.

- Tenders that do not comply may be rejected, in particular in application of Article 76 of the Royal Decree of 18 April 2017, and may not be admitted to the technical and financial evaluations.
- If the tenderer does not use the documents attached to this request for quotation (**forms, price list, etc.),** he is fully responsible for ensuring that the documents used correspond exactly to the documents provided.

In a second phase, the formally and materially compliant tenders will be evaluated in terms of content by an evaluation committee on the basis of the award criteria set out in the tender documents (see 3.3.8.1).

During the second phase, VVOB reserves the right to negotiate or not to negotiate the terms of the tenders (improvement of the proposed terms: price or other).

In the event of negotiations, VVOB will conclude the negotiations by proposing a BAFO (best and final offer). No changes/adjustments/regularisations may be made to the BAFO submitted.

The award criteria and minimum requirements are not subject to negotiation.

VVOB may conduct the negotiations in phases, in which case the number of tenders that can be negotiated will be limited by the application of the award criteria. Since the contracting authority reserves the right to negotiate only with the best-placed candidates, tenderers are requested to state their best price in their tender.

3.3.8. Selection of tenderers

3.3.8.1 Exclusion criteria

In accordance with Article 39 of Royal Decree 1, the submission of a tender constitutes an implicit declaration on honour that the tenderer is not in any of the exclusion situations referred to in Articles 67 to 69 of the Act (Belgian Act of 17 June 2016 on public procurement (Belgian Official Gazette of 14 July 2016) and the Royal Decree of 18 April 2017 on public procurement in the traditional sectors (Belgian Official Gazette of 9 March 2017)).

a. Compelling reasons for exclusion

The contracting authority shall exclude the tenderer from participation in the award procedure at any stage of the procedure if it is established that the tenderer has been convicted by a final judgment of one of the following offences:

i. participation in a criminal organisation
ii. corruption
iii. fraud
iv. terrorist activities, offences linked to terrorist activities or inciting, aiding or attempting to commit such offences
v. money laundering or terrorist financing
vi. child labour and other forms of human trafficking
vii. employment of illegally staying third-country nationals

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

b. Grounds for exclusion relating to tax and social security debts

At any stage of the award procedure, the contracting authority shall exclude tenderers who have not fulfilled their obligations relating to the payment of taxes or social security contributions.

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

c. Compliance with VVOB's codes of conduct

Compliance with VVOB's codes of conduct is extremely important to the contracting authority. Any tenderer who fails to comply with this requirement will be automatically excluded from the procedure.

The tenderer shall at all times conduct itself in accordance with (i) VVOB's General Code of Conduct, (ii) VVOB's Child Protection Policy and (iii) VVOB's Youth Protection Policy (hereinafter referred to as 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 regularly and it is the responsibility of the tenderer to ensure compliance at all times.

The bidder will also ensure that all personnel and all (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the codes of conduct.

In the event of credible allegations that the bidder or one of its staff members, affiliates or (sub)contractors has violated the Codes of Conduct, VVOB may terminate the contract with immediate effect and without compensation by means of a written notification.

VVOB may decide to temporarily suspend the agreement pending investigation of an alleged breach of the Codes of Conduct by means of written notification to the bidder.

By submitting the following supporting documents sworn statement in APPENDIX C

d. Compliance with sanctions laws

By submitting a tender, the tenderer declares and guarantees that neither he nor any of his personnel, affiliated companies or (sub)contractors:

- is the subject or target of sanctions as laid down in (1) the consolidated list of the UN Security Council, (2) the Special Economic Measures Act (SEMA - Canada), (3) the restrictive measures of the EU, (4) the list of the Office of Foreign Assets Control (OFAC) of the Department of the Treasury, (5) the consolidated list of the Office for Financial Sanctions Implementation of the Department of the Treasury, or (6) the list of subjects of sanctions of the State Secretariat for Economic Affairs (SECO - Switzerland) (hereinafter referred to as the "sanctions");
- the target is subject to sanctions based on the country or territory in which it is established, organised or resident;
- will use the proceeds of the intended contract directly or indirectly, or will lend, contribute or otherwise make them available to a person or entity in violation of the Sanctions Legislation;
- has knowingly engaged or is knowingly engaging in transactions with a person who, at the time of the transaction, is or was the subject or target of sanctions or with a sanctioned country.

By submitting the supporting documents: **declaration on honour in ANNEX C**

By submitting their tender, the tenderer and the head of the tenderer's organisation give their express consent for VVOB to screen the legal entity and the head of the organisation and all other persons mentioned in the tender by subjecting them to a sanctions list screening using cloud-based software.

e. Compliance with United Nations regulations

By submitting a bid, the bidder declares that it complies 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 the Elimination of Discrimination against Women; the UN Global Compact; the UN Convention against Corruption and the OECD Guidelines for Multinational Enterprises.

Supporting documents to be submitted by the tenderer **sworn statement in ANNEX C**

3.3.8.2. Qualitative selection criteria

The selection criteria (qualitative selection) are as follows

A. Expertise and experience of the economic actor

- The tenderer meets the Essential requirements of the consultant profile in the TOR.

Evidence to be provided by the tenderer: CVs of the proposed consultant(s) and team members, examples of previous relevant work, and at least three professional references with contact details.

Tenderers who do not meet the selection criteri(on)(a) will be rejected and their tender will not be considered for the technical and financial evaluations.

3.3.8.3. Award criteria

VVOB will award the contract to the tenderer who has submitted the most economically advantageous tender, as determined on the basis of the following award criteria:

- **TECHNICAL CRITERIA (60/100 Points)**

  Quality, experience and proven success in similar assignments

  The tenderer's technical offer will be assessed against the requirements in the Terms of Reference (**Annex A)** by an internal VVOB evaluation committee:

  1. **Understanding of the assignment:** Understanding of the background, objectives and scope of work set out in the TOR. **(10 Points)**
  2. **Methodology and workplan:** Quality and appropriateness of the proposed methodology and workplan in delivering the scope of work, including the minimum elements listed in Section 5 (Methodology) (**20 points)**
     Relevant experience: Relevant experience of the tenderer against the Essential and Desirable requirements of the consultant profile in the TOR, as shown in the examples of previous relevant work (**10 points)**
  3. **Track record:** Demonstrated track record of establishing or supporting financing mechanisms that have progressed beyond the design stage into implementation, as shown in the examples of previous work and the references **(10 points)**
  4. **Qualifications of the proposed team** : Qualifications and experience of the proposed consultant(s) and team members against the consultant profile in the TOR, as shown in the CVs submitted **(10 points)**

- The contracting authority will first award a provisional score based on a comparison of the tenders. After awarding a provisional score, each tender selected will be awarded a final score using the following formula:
- "**Final score** = ["provisional score of current tender" / ("provisional score of best tender") " x 60 points"].
- For this award criterion, a provisional score of at least **48 out of 60** points must be achieved. Tenders with a lower provisional score will not be considered for further evaluation or award.

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

  Assessed on the basis of the proportionality rule, whereby the cheapest tender receives 40 points

  Tenders that were rejected during the technical evaluation will not be considered during the price evaluation.

3.3.8.4. Possibility of not awarding or concluding the contract

The conclusion of the procedure does not imply any obligation to award or conclude the contract. The contracting authority may decide not to award or conclude the contract, or may reopen the procedure in another manner if necessary.

3.3.8.5. Conclusion of the procurement contract

The service provider shall be invited by e-mail to sign the completed **service contract in Annex D.** The contract shall then be confirmed by a notification letter.

4. SPECIAL CONTRACTUAL PROVISIONS

4.1. PLACE OF DELIVERY, DURATION AND TERMINATION OF THE CONTRACT

See the service contract in the ***Annex D***

4.2. EXTENSIONS AND RENEWALS

Extensions: not applicable

Renewals: not applicable (not possible)

4.3. PAYMENT TERMS

See service contract in **Annex D, Article 5**

4.4. RESPONSIBILITIES OF THE TENDERER DURING THE PERFORMANCE OF THE CONTRACT

See service contract in **Annex D, Article 7**

4.5. PENALTIES FOR DELAY

The imposition of penalties for late performance shall be in accordance with Article 154 of the Belgian Royal Decree of 14 January 2013.

4.6. SECURITY

No security deposit is required for this contract.

4.7. DISPUTES

See service contract in **Annex D, Article 5.**

4.9. INTELLECTUAL PROPERTY

See service contract in Annex D, Article

4.10. CHANGES TO 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 unilaterally amend the original tender if the following conditions are met: 1° the scope of the contract remains unchanged; 2° the amendment is limited to 10% of the original contract amount. The essential conditions may only be amended for reasons that must be stated in an addendum.

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 public contract was concluded in cases other than those provided for in Art. 38/3. The contractor shall submit its request as soon as possible by registered letter, stating the reasons for this replacement and a detailed inventory of the state of the supplies and services already performed, the contact details of the new contractor and the documents and certificates which the contracting authority cannot obtain free of charge. The replacement shall be recorded in an addendum dated and signed by the three parties. The original contractor shall remain liable to the contracting authority for the performance of the remaining part of the contract.

4.10.3. Price revision (Art. 38/7)

Prices are fixed for the duration of the contract (price revision not permitted).

4.10.4. Unforeseen circumstances (Art. 38/9)

As a rule, the contractor is not entitled to change the contract terms due to circumstances of which the contracting authority was not aware.

A decision by the Belgian government or donors to suspend cooperation with a partner country shall be considered an unforeseen circumstance within the meaning of this article.

ANNEXES

ANNEX A. Terms of reference

ANNEX B. Detailed price list

ANNEX C Declaration on honour.

ANNEX D. Template service contract