

# Call for Quotations for a Mid-term Evaluation on Institutionalisation and Scaling of the DGD funded multi-year programme

Better Education through Teacher Training, Evidence and Research 2022-2026

> **Info Session:** 18 December 2023, 3:00 PM CET

**Deadline for proposals:** 26 January 2024, 5:00 PM CET

Ref: VVOB 2023 010 MT Evaluation BETTER Scaling



# SUMMARY OF CONSULTANCY

#### Programme Key Information

Better Education through Teacher Training, Evidence and Research (BETTER)			
LMICs: Cambodia, Ecuador, Kenya, Rwanda, South Africa, Vietnam, Uganda, Zambia and Belgium (*)			
01/01/2022 – 31/12/2026			
49,7 million Euro (about 4,9 million Euro per country programme)			
Belgium - Directorate General for Development Cooperation and Humanitarian Aid (DGD)			
Early childhood, primary and secondary education (general and technical)			
Strengthening the capacity of government institutions responsible for the professionalization of teachers and school leaders; scaling inclusive and equitable quality education through evidence-based programming and policy advocacy			

(\*) The evaluation excludes two programmes implemented in Belgium - see scope below

# **Evaluation Key Information**

Туре	Mid-term evaluation		
Scope	Eight country programmes implemented in LMICs		
Focus & Objective	Assessment of the effectiveness of the steps used towards institutionalisation and scaling of the education initiatives developed, piloted, and implemented with the government partners		
Process & Timeline	<ul> <li>Kick off and handing over documentation: March 2024</li> <li>Inception and design phase: March-April 2024</li> <li>Data collection (in-country field visits, remotely): May-June 2024</li> <li>Data analysis and sensemaking: June-July 2024</li> <li>Report writing and validation workshop: August-September 2024</li> </ul>		
Budget range	75,000 – 85,000 Euro VAT included		
Profile	A team with expertise on institutionalisation and scaling through government systems in the education sector in LMICs; experience with conducting evaluations of development interventions in the education sector in LMICs; experience with facilitating and moderating collaborative learning and sensemaking processes; excellent command of written and spoken English.		

An online information session will be organised on 18 December 2023, 3:00 PM Central European Time (CET). To register for this session and receive the online meeting link, please e-mail Kristine Smets (Global Strategic Advisor M&E; <u>kristine.smets@vvob.org</u>) before 14 December 2023, 2:00 PM CET.

Interested service providers can inform VVOB of their intention to submit a proposal by contacting kristine.smets@vvob.org not later than 19 December 2023 5:00 PM CET. This is also the deadline to send questions about the call for quotations, by email only, mentioning the reference of the call ("VVOB 2023 010 MT Evaluation BETTER Scaling") in the subject of the mail. All answers will be sent by 9 January 2024 to anyone who has expressed interest.

Full proposals should be submitted through the **Belgian e-Procurement platform** (<u>https://www.publicprocurement.be/</u>) not later than **26 January 2024, 5:00 PM CET.** 



# CONTENT

SUMMARY OF CONSULTANCY	2
Programme Key Information	2
Evaluation Key Information	2
1. TECHNICAL SPECIFICATIONS	4
1.1. About VVOB	4
1.2. Programme Background	4
1.3. Purpose and use of the mid-term evaluation	6
1.4. Scope and focus of the evaluation	6
1.5. Specific objectives and key questions	7
1.6. Methodological requirements and expectations	
1.7. Expected Deliverables	9
1.8. Anticipated timeline of key steps and deliverables	
1.9. Profile of the consultant	10
1.10. Requirements for the Technical Proposal	10
2. ADMINISTRATIVE SPECIFICATIONS	11
2.1. Contracting authority and contact	11
2.2. Subject-matter of the procurement	11
2.3. Implicit declaration of honour, compliance and integrity of the bidders	11
2.4. Qualitative selection criteria	12
2.5. Submission and content of the quotation	13
2.6. Validity of the quotations	15
2.7. General conditions of sale	15
2.8. Negotiations	15
2.9. Award procedure and applicable legislation	
2.10. Notification of the contract	16
2.11. Place of delivery and duration of the contract	16
2.12. Site visits and information sessions	16
2.13. Conformity of the quotation	16
2.14. Awarding criteria	16
2.15. Pricing and price components	17
2.16. Terms of payment	18
2.17. Possibility of not awarding or concluding the contract	
2.18. Bidders responsibilities during the execution of the contract	
2.19. Delay penalties	18
2.20. Bail	
2.21. Disputes	18
2.22. Confidential clause (Personal Data)	18
3. ANNEXES	19



# **1. TECHNICAL SPECIFICATIONS**

# 1.1. About VVOB

Founded in 1982, VVOB is a non-profit organization with 40 years of experience in improving quality education systems from a rights-based perspective. VVOB currently has long-term partnerships with education actors in eight LMICs (Cambodia, Ecuador, Kenya, Rwanda, South Africa, Vietnam, Uganda, Zambia) and in Belgium. In line with its <u>Learning Unlimited. strategy</u>, VVOB and partners support ministries of education on improving quality education for children and youth. Teachers and school leaders are key actors in this endevaour and, as such, their professionalisation is VVOB's focus. VVOB aligns its interventions to the policies and priorities of its government partners and invests in strong partnerships towards systemic change.

# 1.2. Programme Background

Through the Directorate General for Development Cooperation and Humanitarian Aid (in short "DGD"), VVOB received a grant from the Belgian governement of about 50 million euro's to implement a new 5-year programme from 2022 to 2026. The programme "Better Education through Teacher Training, Evidence and Research (BETTER)" comprises ten **outcomes** (or "programmes") of which eight are implemented in LMICs and two in Belgium.

This evaluation only focusses on the eight outcomes implemented in LMICs as shown in the overview below. Specific information on each country programme can be found through the links.

- Strengthening early grade maths through inclusive, level-appropriate education (SMILE) in primary schools in <u>Cambodia</u>
- Linking Agro-learning for a Sustainable World (¡VAMOS!) in secondary technical schools in Ecuador
- Implementing National Curriculum Reforms through App-based learning for School leaders in secondary Education (INCREASE) in <u>Kenya</u>
- Learning through assessment data (LEAD): effective and distributed school leadership in primary schools in <u>Rwanda</u>
- Improving Early Grade Reading Instruction in Home Language Foundation Phase (EGRI) in early childhood and primary schools in <u>South Africa</u>
- Learning Entrepreneurship and Agriculture Practically (LEAP) in secondary (technical) schools in Uganda
- Preschool Teachers Apply Language-rich Teaching Skills and Knowledge (TALK): language development and learning readiness in early childhood schools in <u>Vietnam</u>
- Achieving Basic Competencies through Catch Up (ABC Catch Up): literacy and numeracy skills
   in primary schools in Zambia

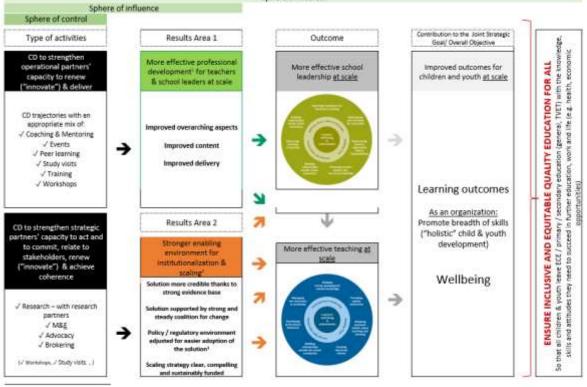
Most country programmes build further on the work VVOB has been doing with the government partners in the programme's previous cycle (2017-2021) and focus on strengthening the capacity of government institutions responsible for the professionalization of teachers and school leaders. The programmes also build on relevant education policies in the countries, existing good practices and lessons learned, and on scientific research. In addition, this multi-year programme focuses on the scalability of **education initiatives**<sup>1</sup> through close collaboration with ministries of education and accompanying research.

<sup>&</sup>lt;sup>1</sup> Defined as a set of impactful teaching or leadership practices ("solutions") that are pulled into schools and classrooms through in-person, blended or fully remote pre-service training (PRESET) or Continuous Professional Development (CPD). An education initiative or "PD package" thus comprises both, the **solution**, and the type (PRESET, CPD) and modality (in-person, blended, remote) of **professional development**. In Cambodia for example, the initiative is aimed at strengthening teachers' pedagogical content knowledge and classroom management skills in early grades (solution) through material integration and in-person CPD of teachers via mentoring visits and professional learning communities.



This is also reflected in VVOB's overall Theory of Change that revolves around three key pillars:

- **Reinforcing capacity of government partners:** VVOB believes that for the right to education to 1. be fully realized and to achieve Sustainable Development Goal 4 (SDG 4), it is crucial to enhance the capacity of governments to implement education laws and policies effectively. VVOB collaborates with governments to ensure that they meet their obligations as duty bearers. VVOB focuses on enhancing the capacities of government officials and promoting equity within education policies, complementing the efforts of civil society organizations that empower rights-holders.
- 2. Investing in effective teaching and school leadership: VVOB emphasizes the importance of quality teachers and school leaders in achieving quality education and SDG 4 targets. Research shows that high-quality teaching significantly impacts student learning and well-being, especially for disadvantaged students. Effective school leadership is also vital as it empowers teachers to improve learning outcomes. VVOB works to introduce and nurture effective teaching and leadership practices, ensuring that teachers and school leaders have the necessary competences to implement them, with a focus on evidence-based approaches.
- Scaling inclusive and equitable quality education: The challenge of achieving quality 3. education and SDG 4 targets remains substantial, as highlighted by Global Education Monitoring (GEM) Reports. To make a significant impact, VVOB emphasizes the need to scale effective teaching and leadership practices. However, there is a gap between evidence-based practices and the realities of many education systems. VVOB partners with governments to develop, pilot, test, and scale professional development packages for teachers and school leaders ("education initiatives") that have a particular content focus or "solution(s)" (set of impactful practices for teaching or school leadership) that is (are) pulled into schools and classrooms through in-person, blended or fully remote pre-service training (PRESET) or continuous professional development (CPD). These professional development packages (or "education initatives") are designed to fit within the existing system, equipping educators with the necessary competences to develop desired learning outcomes and ensure learner wellbeing. VVOB also invests in research to enhance programme credibility and engages in policy dialogue to mobilize government resources and strengthen regulatory frameworks.



#### VVOB's Overall Theory of Change Sphere of interest

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#### A more elaborated narrative of the Overall Theory of Change is included in Annex 1.



Since 2021, VVOB invested in the development and use of the **Education Scalability Checklist** (ESC) to support scaling processes throughout its work with its government partners. The ESC is designed to detect potential obstacles on the path to scaling, obstacles that originate either with the initiative itself or with the roll-out process of the initiative and how to address them (see also article on VVOB website: <u>Maximizing the impact of innovations with the Education Scalability Checklist</u>).

To support the use of the checklist and foster the exchange of experiences on the use of it, an internal **Community of Practice on the use of the Education Scalability Checklist** was initiated in 2022. This "CoP on Scaling" comprises of VVOB staff of all eight countries with varying staff functions. The CoP is instrumental to guide and drive the scaling process forward through learning from peers on the use of the ESC in different contexts and from external experts invited to specific CoP sessions.

VVOB's approach to and experience with scaling is further explained in Technical Brief N°6: <u>Moving</u> <u>education innovations from pilot to scale</u>. This technical brief shares some valubale lessons learned (up to 2021) with practical examples from Ecuador, Rwanda, Vietnam and Zambia.

# **1.3.** Purpose and use of the mid-term evaluation

The purpose of this mid-term evaluation is for learning and decision-making at programme and country level, and across countries with a view:

- (1) to improve the **ongoing country programmes** (i.e. to inform the remaining period 2024-2026);
- (2) to inform the formulation of the **next DGD programme** (formulation will start in 2025);
- (3) to inform other (non-DGD) ongoing or new programmes.

#### **1.4. Scope and focus of the evaluation**

As explained above (see *Programme Background*), the DGD programme 2022-2026 "BETTER" consist of ten outcomes (or programmes) of which eight are implemented in LMICs and two in Belgium. This evaluation only covers the eight programmes that are implemented in the LMICs.

All country programmes are designed following a generic theory of change (ToC) that represents VVOB's overall approach toward "improving learning outcomes and wellbeing of children and youth" with the aim of contributing to SDG 4: "quality education for all" (see alos ToC Figure above).

Working on scalable education initatives and system change is an inherent component of this approach, as reflected in the second track of the generic ToC. While the first track (**Results Area 1**) focuses on the **professional development of teachers and school leaders**, the second track (**Results Area 2**) represents efforts to create an environment that enables the **institutionalisation and scaling** of professional development solutions. These efforts may consist of:

- Creating a stronger evidence base to make solutions more credible.
- Establishing a strong and steady coalition for change that supports the scaling and institutionalisation of the solutions and innovations.
- Efforts to adjust the policy/regulatory environment to facilitate the adoption of solutions.
- Formulating a clear and compelling scaling strategy for solutions with sustainable funding.

Depending on the context, a programme may focus on one or more efforts; as such, the precise formulation of "Result Area 2" differs across country programmes, and for some programmes this track is unpacked into two specific results as shown in the table below.

This evaluation will focus on the "institutionalisation and scaling" track as further explained under objectives and key evaluation questions.

Country Title Programme				Institutiona	isation & Scaling Results (Result Area 2 of the	
				Overall ToC)		
Cambodia	SMILE:	Strengthening	early-	Result 3:	Collaboration, dialogue and adaptive learning	
	grade	Mathematics	through	established	between MoEYS and one or more renowned	



Country	Title Programme	Institutionalisation & Scaling Results (Result Area 2 of the Overall ToC)
	Inclusive, Level-appropriate Education	research institutions to develop an evidence-informed scaling strategy for pre-service and in-service teacher training on level appropriate and gender responsive quality EGM teaching
Ecuador	VAMOS: Linking Agro-learning for a Sustainable World	<b>Result 4</b> : MinEduc and its strategic partners have put in place enabling conditions to scale quality CPD and forge systemic partnerships between technical education and the agri-food sector.
Kenia	INCREASE: Implementing National Curriculum REforms through App-based learning for School leaders in secondary Education	<b>Result 3:</b> MoE develops an evidence-informed strategy for institutionalizing blended modalities of continuous professional development for school leaders
Rwanda	LEAD: Learning through Assessment and Data	<b>Result 3:</b> MINEDUC, REB & NESA recognize the CPD Programmes and PLCs as mandatory in related School Leadership Professional Development Policies and budget for the cost-effective delivery of the CPDs. <b>Result 4:</b> MINEDUC, REB & NESA establish planning, monitoring and evaluation mechanisms for delivery of CPD Programmes at central, district and sector level.
South Africa	EGRI: Improving Early Grade Reading Instruction in Home Language Foundation Phase	<b>Result 3:</b> The KZNDOE implements at scale and evaluates the cost and effectiveness of professional development models for early grade reading in home language <b>Result 4:</b> The DBE, SACE and senior leadership at KZNDOE institutionalise and promote effective and scalable professional development for early grade reading
Uganda	LEAP: Learning Entrepreneurship and Agriculture Practically	<b>Result 4:</b> MoES creates improved conditions for evidence- informed scaling of quality PRESET and CPD so that newly qualified O-level teachers and BTVET (assistant) instructors and in-service O-level teachers and school leaders ensure delivery of effective, gender-responsive agriculture and entrepreneurship education
Vietnam	TALK: Preschool Teachers Apply Language-rich Teaching Skills and Knowledge	<b>Result 3:</b> A group of national experts from key academic institutions advocates for Language Rich Learning Environments as an effective approach to support children's readiness for learning towards MOET and other stakeholders, based on empirical data collected throughout the programme
Zambia	ABC Catch Up: Achieving Basic Competencies through Catch Up	<b>Result 3:</b> Relevant MoGE Directorates monitor, sustain and improve the implementation of Catch Up. <b>Result 4:</b> The MoGE develops an evidence-based strategic plan for scaling of Catch Up

#### 1.5. Specific objectives and key questions

The mid-term evaluation is aimed at generating insights, good practices, lessons learned and recommendations related to the "institutionalisation & scaling" track with as **overarching learning question:** 

What is required to institutionalise and sustain the education initiatives developed, piloted and implemented in collaboration with our partners and to bring about real systemic change and impact at scale? What works, what doesn't, and why?

More precisely, the evaluation is expected to:

- 1. Examine and clarify VVOB's understanding and interpretation of institutionalisation and scaling, including what constitutes a successful scaling process for VVOB
- 2. Map demonstrated efforts and steps followed through which programme teams implement "institutionalisation and scaling" with specific attention to:
  - How the Education Scalability Checklist is used;
  - Whether other tools or approaches are used;



- The role of monitoring and evaluation (M&E) and research in the institutionalisation and scaling process and how evidence generated through M&E and research is used in this process;
- The actors and stakeholders involved in the scaling process, their roles, and how VVOB contributes to the process.
- 3. Assess whether the efforts made are leading to institutionalisation and scaling of the education initiatives:
  - How does the use of the Education Scalability Checklist or other tools support the institutionalisation and scaling process?
  - How important, supportive and effective are our M&E and research efforts in the process? Whether the evidence generated through programme M&E and research is used efficiently and effectively to support institutionalisation and scaling.
  - Which actors and stakeholders are involved in the scaling process, at which stage, and how? Whether the right actors and stakeholders are involved, at the right time and in the right roles, including the role VVOB takes in the proces.
  - What evidence already exist on the effectiveness of the scaling process, specifically to what extent education initiatives have already been institutionalised and scaled? What is the likelihood of education initiatives being institutionalised and scaled with the current efforts and steps followed?
- 4. Identify enabling and hindering factors in the process towards institutionalisation and scaling, as well as good practices and practical recommendations to make this process more effective.

The **key evaluation questions** will be reviewed and refined during the inception phases in consultation with the CoP on Scaling, following the the methodological requirements outlined below.

#### **1.6. Methodological requirements and expectations**

The proposed approach and methods should:

- 1. **Maximise learning and knowledge exchange**. The evaluation process should actively promote the exchange of knowledge and experiences within VVOB. This involves, at a minimum, engaging the VVOB Community of Practice (CoP) on Scaling in critical evaluation steps (e.g., inception and design phase; analysis and sensemaking; validation). Other, innovative strategies for knowledge exchange and learning enhancement within VVOB are encouraged.
- 2. Include a comprehensive inception and design phase. The evaluation should kick off with a comprehensive inception and design phase. This includes reviewing and refining the overarching learning and key evaluation questions in collaboration with the CoP on Scaling. It also involves conducting a thorough desk study covering all eight programmes, establishing criteria for selecting two to three country programmes for an in-depth analysis (as outlined in the next point), and developing the necessary tools for data collection and analysis.
- 3. Incorporate in-depth case studies. The evaluation should encompass a detailed analysis of two to three case studies (country programmes) through in-country field visits<sup>2</sup>. The use of remote data collection methods is encouraged to achieve a more comprehensive coverage of all programmes and to facilitate the extrapolation of findings and conclusions from the case studies.
- 4. Generate practical recommendations for different levels. The ultimate goal of this evaluation is to distil valuable lessons and practical recommendations that hold significance for VVOB at both the programme and country levels, as well as at the global level. Consequently, recommendations are expected to be provided for each individual programme and country, along with overarching recommendations for the global context and organisational level.

Call for Quotations for the Mid-term Evaluation on Institutionalisation and Scaling of BETTER

<sup>&</sup>lt;sup>2</sup> VVOB will foresee the necessary translation services for case studies in countries where the primary language of interaction is not spoken by team of evaluators



# 1.7. Expected Deliverables

- 1) Inception Report: based on the document reviews and initial consultations, should include, at a minimum:
  - An initial mapping of the steps used and the challenges encountered in implementing the institutionalisation and scaling track within the various country programmes;
  - A justified, balanced selection, based on clear criteria, of two or three country programmes for the in-depth analysis through in-country field-visits;
  - A detailed plan (timetable, method and tools) for the proposed in-depth case studies (incountry field-visits), as well as any plans (including tools) for remote data collection if applicable;
  - Detailed budget to cover international flights, accommodation and per diem for the proposed in-country field visits;
- 2) Sensemaking- and Co-creation Workshop(s): presentation and discussion of preliminary findings and conclusions to and co-creation of recommendations with the CoP on Scaling
- 3) Evaluation Report (draft and final version): in English, containing at least.
  - **Executive summary** of maximum 4 pages that can function as a standalone document, offering a brief yet comprehensive overview of the entire report.
  - **Programme Background:** background on the country programmes subject to the evaluation, with a specific focus on contextual factors that are relevant to the scaling process.
  - **Objectives and Methodology**: a description of the evaluation purpose, scope, objectives and the methodology employed, including any limitations and challenges encountered during the evaluation process.
  - **Findings and conclusions** presented in a manner that comprehensively addresses both the overarching learning question and key evaluation questions.
  - Recommendations: practical recommendations tailored to each specific programme (for potential implementation during the remaining period), for each country (with relevance to other ongoing or new projects within the country), and recommendations that have global and organisational implications (contributiong to the formulation of the next DGD programme and other global or organisational level initiatives)
  - Annexes: data collection tools, list of documents and people consulted
- **4) Validation Workshop:** Presentation and discussion of main findings, conclusions, and recommendations to a broader representation of VVOB and partners

A draft evaluation report is expected before the validation workshop. Input from the validation workshop and feedback on the draft report should inform the final version of the evaluation report (see also timeline below).

#### 1.8. Anticipated timeline of key steps and deliverables

It is anticipated that the assignment will start in March 2024 to be concluded before the end of September 2024. Time bound activities and deliverables can be modified based on the awarded proposal and will be included in the contract.

Ke	Key Steps & Deliverables (D)			May	Jun	July	Aug	Sep
1.	Kick off meeting and handing-over documentation	х						
2.	Desk study and submission Inception Report (D1)	х	D1					
3.	Data collection (in-country field visits, remotely)			х	х			
4.	Data analysis and sensemaking workshop(s) (D2)				х	D2		
5.	Report writing and submission of draft report (D3)					х	D3	
6.	Validation workshop (D4)							D4
7.	Feedback on draft report							х
8.	Submission & acceptance of final report (D5)							D5



# **1.9. Profile of the consultant**

We envisage a team with the following qualifications:

- Expertise on institutionalisation and scaling through government systems in the education sector in LMICs, preferably in VVOB countries.
- Experience with conducting evaluations of development interventions in the education sector in LMICs, preferably in VVOB countries.
- Written and oral full professional profiency in English (required for at least the Team Leader).
- Experience with facilitating and moderating collaborative learning and sensemaking processes.

# **1.10.** Requirements for the Technical Proposal

The technical proposal should contain the following:

- A description of the overall approach, clarifying the theoretical/conceptual framework that will be used to address the evaluation objectives and key evaluation questions. Additional evaluation questions considered important can be included in the proposal.
- 2) A description of the proposed methodology for each phase (inception & design phase; data collection; data analysis and sensemaking; reporting and validation) explaining possible methods and tools that will be used including a justification of the choices, with reference to the expected deliverables.
- 3) A description of the proposed team. For each team member:
  - a. Short biography
  - b. Role in the assignment
  - c. List of relevant assignments performed during the past five years (from 2019 to present) or currently being performed, with the following info:
    - i. contracting entity
    - ii. year of execution of the services
    - iii. title of the services
    - iv. country of the services
    - v. role in the services
    - vi. reference or link to any report or publication related to the services

The list should highlight experiences with institutionalisation and scaling processes and with evaluation/research of development interventions in the education sector in LMICs.

- d. Relevant examples demonstrating experience with facilitating and moderating collaborative learning and sensemaking processes
- e. Short CV of max. 5 pages, specifying language proficiency levels
- 4) An indicative work plan with timeline (Gantt chart) and number of expert days

#### 5) Financial proposal

Please consult part 2 "Administrative Specifications" for further guidance on the requirements to submit a proposal and the evaluation criteria, in following sections:

- → Section 2.4 "Qualitative selection criteria" explains the minimum criteria expected for consideration
- → Section 2.5 "Submission and content of the quotation" explains the <u>administrative</u>, <u>technical</u> and <u>financial</u> section of the quotation
- ➔ Section 2.14 "Awarding criteria" explains the criteria that will be used to assess the technical and financial proposal



# 2. ADMINISTRATIVE SPECIFICATIONS

# **CALL FOR QUOTATIONS**

# PUBLIC PROCUREMENT: Reference VVOB 2023 010 MT Evaluation BETTER Scaling

PROCEDURE: Negotiated procedure without publication but with announcement

# 2.1. Contracting authority and contact

This call is issued by VVOB – *education for development*, represented by Sven Rooms, General Director

VVOB vzw Julien Dillensplein 1, bus 2A B-1060 Brussels

Contact persons for questions about this call: kristine.smets@vvob.org - Global Strategic Advisor M&E

Questions can be sent by email only to the contact person, by mentioning the reference of the call for quotations in the subject of the mail, not later than **19 December 2023 5:00 PM CET**. Spoken communication is only permitted to communicate other messages than those referring to the documents of the call or to the quotation, on the condition that sufficient proof is kept of the verbal communication (e.g. a written note, recording, transcript, summary, etc.).

# 2.2. Subject-matter of the procurement

This procurement is not divided into lots and is not subdivided in fixed and conditional parts. The contract is not reserved to specific economic operators such as sheltered workplaces, people with disabilities, disadvantaged people and protected professions.

The contract is described in part 1 Technical Specifications and in the following annexes :

- Annex 1: VVOB's Overall Theory of Change
- Annex 2: Service Contract
- Annex 3: Declaration of Honour

#### 2.3. Implicit declaration of honour, compliance and integrity of the bidders

In accordance with Article 39 of the Royal Decree, the fact of submitting an offer constitutes an implicit declaration on honour that the bidder is not in one of the situations of exclusion referred to in Articles 67 to 69 of the Law (Belgian Law of 17 June 2016 on public contracts (Official Gazette of 14 July 2016) and the Royal Decree of 18 April 2017 on public contracts in the conventional sectors (Belgian Official Gazette of 9 March 2017).

#### a) Compulsory grounds for exclusion

The contracting authority shall, at any stage of the procedure, exclude the bidder from participation in the award procedure if it is established that the bidder has been convicted through a final judgment on the merits for one of the following offences:

i. participation in a criminal organisation,

ii. corruption,

iii. fraud,

iv. terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence,

- v. money laundering or terrorist financing,
- vi. child labour and other forms of trafficking in human beings,
- vii. employment of illegally staying third-country nationals.



#### → Evidence to be submitted by the bidder: Declaration on honour in Annex 3

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

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

#### → Evidence to be submitted by the bidder: Declaration on honour in Annex 3.

#### c) Compliance with VVOB's Codes of Conduct

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

The bidder will conduct itself at all times in accordance with (i) VVOB's General Code of Conduct, (ii) VVOB's Child protection policy and (iii) VVOB's Youth protection policy (hereinafter the Codes of Conduct). The Codes of Conduct form part of VVOB's Integrity Policy, which can be consulted at <u>www.vvob.org</u>

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

In case of credible accusations that the bidder or one of its staff members, branches or (sub)contractors has violated the Codes of Conduct, VVOB may terminate the contract with immediate effect and without compensation through written notification.

VVOB may decide to suspend the agreement temporarily in anticipation of the investigation into an alleged breach of the Codes of Conduct by means of a written notification sent to the bidder.

#### → Evidence to be submitted by the bidder: Declaration on honour in Annex 3

#### d) <u>Compliance with Sanctions Laws</u>

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

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

#### → Evidence to be submitted by the tenderer: Declaration on honour in Annex 3

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

#### 2.4. Qualitative selection criteria

 Clear expertise on institutionalisation and scaling through governement systems in the education sector in LMICs as demonstrated by at least 3 relevant assignments carried out in the past five years (from 2019 to present) by the Team Leader, or by one of the senior consultants (at least one of them should have a minimum of 3 relevant assignements in the past five years)



- 2) Experience with conducting evaluations of development interventions in the education sector in LMICs as demonstrated by at least 3 relevant assignments carried out in the past five years by the Team Leader, or by one of the senior consultants (at least one of them should have a minimum of 3 relevant assignements in the past five years)
- 3) Written and oral full professional proficiency in English of at least the Team Leader (Evidence: CV + references or links to reports or publications of relevant assignments)

Contractors that do not respond to the above minimum experience, will be rejected

# 2.5. Submission and content of the quotation

The <u>signed</u> quotations must be submitted electronically through the Belgian e-Procurement platform (<u>https://www.publicprocurement.be/</u>) not later than **26 January 2024, 5:00 PM Central European Time.** 

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 23 February, 2024

The quotation must consist of the following documents and information:

#### a) Administrative section of the quotation, including at least

- 1) Identity of the bidder: business name, legal form, nationality, address, telephone number, email address, contact person and Tax Identification Number, Social Security Number
- 2) Proof regarding compulsory grounds for exclusion (see requested documents in point 2.3.a. and Annex 3)
- 3) Proof of compliance with the tenderer's obligations regarding the payment of taxes and social security contributions (see point 2.3.b. and Annex 3)
- 4) Declaration on honour concerning compliance with VVOB's Codes of Conduct (see point 2.3.c and Annex 3), compliance with Sanctions Laws (see point 2.3.d and Annex 3)
- 5) Proof regarding the qualitative selection criterion not applicable (see point 2.4)
- 6) 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) <u>Technical section of the quotation</u>

Technical offer with the description of the proposed services.

The applicants should deliver a proposal in English that contains at least these elements:

- 1) A description of the overall approach, clarifying the theoretical/conceptual framework that will be used to address the evaluation objectives and key evaluation questions. Additional evaluation questions considered important can be included in the proposal.
- 2) A description of the proposed methodology for each phase (inception & design phase; data collection; data analysis and sensemaking; reporting and validation) explaining possible methods and tools that will be used including a justification of the choices, with reference to the expected deliverables.
- 3) A description of the proposed team. For each member of the team:
  - a. Short biography
  - b. Role in the assignment
  - c. List of relevant assignments performed during the past five years (from 2019 to present) or currently being performed, with the following info:
    - i. contracting entity



- ii. year of execution of the services
- iii. title of the services
- iv. country of the services
- v. role in the services
- vi. reference or link to any report or publication related to the services

The list should highlight experiences with institutionalisation and scaling processes through government systems in LMICs and with evaluation of development interventions in the education sector in LMICs

- d. Relevant examples demonstrating experience with facilitating and moderating collaborative learning and sensemaking processes
- e. Short CV of max. 5 pages, specifying language proficiency levels
- 4) An indicative work plan with timeline (Gantt chart) and number of expert days

#### c) Financial section of the quotation

Proposals are expected to cover all possible expenses including VAT and all costs/taxes attached to the delivery of the service, **except for international flight transportation, accommodation and per diem costs required to carry out the in-country field studies**. These costs will be covered separately after approval of the Inception Report, which should include a detailed plan and budget for conducting the proposed in-country field studies. A budget is foreseen to cover these costs for in-country visits of approximately one week for one person to maximum 3 countries. The costs will be paid directly by VVOB or refunded on the basis of justified actual expenses, and following VVOB's internal travel and fleet policy rates and rules (i.e. flights in economy class, a maximum daily allowance following category 2 of the list published yearly by the Ministry of Foreign Affairs, Foreign Trade and Cooperation Development, and a maximum ceiling for accommodation costs following the same list).

Cu	rrency: EUR	Quantity	Total price (excl. VAT)	VAT	Total price (incl. VAT)
1.	Fees – Desk study and Inception Report	# of expert days			
2.	Fees – Data collection (in-country field visits and remotely if applicable)	# of expert days			
3.	Fees – Data analysis and sensemaking	# of expert days			
4.	Fees – Report writing and validation workshop	# of expert days			
5.	Other cost – to be specified if applicable				
	Total offer VAT inclusive (Euro)				

The breakdown of the fee quotation should be presented following the below table:

Offers above the amount of 85,000 Euro including VAT, will be rejected.

- Submission of free variants is not allowed.
- Submission of <u>options</u> is not allowed.
- <u>Recourse to subcontractors:</u> The use of subcontracting is not allowed except for contracts between the applicant and the individual consultant(s) for whom the CV is an intrinsic part of the proposal
- The proposal of <u>price reductions</u> is not allowed.



# 2.6. Validity of the quotations

Submitted quotations shall be valid for 90 calendar days from the final date for submission of offers. The same deadline shall apply to the BAFO from the final date of submission.

# 2.7. General conditions of sale

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

See service contract in Annex 2, to be completed after the award.

The bidder is therefore not authorised to add to his tender any 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 quotation.

# 2.8. Negotiations

VVOB reserves the right to negotiate on the conditions of the quotations or not (improvement of the proposed conditions: price or other).

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

The award criteria and the minimum requirements certainly do not qualify for negotiations.

VVOB may or may not conduct negotiations in stages, whereby the number of offers to be negotiated is limited by applying the award criteria.

# 2.9. Award procedure and applicable legislation

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

Documents, to the exclusion of all others, applicable to the agreement

The applicable legislation and in particular those concerning public procurement:

- Law of 17 June 2016 on Public Procurement
- Royal Decree of 18 April 2017on public procurement procedures
- Royal Decree of 14 January 2013 on execution of public contracts
- Law of 17/06/2013 on motivation, information and legal protection

The documents referred to above are available on the internet at www.publicprocurement.be.

This agreement is also subject to:

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

Also apply:

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



# 2.10. Notification of the contract

The service provider is invited by e-mail to sign the completed service contract in Annex 2.

#### 2.11. Place of delivery and duration of the contract

See service contract in Annex 2.

# 2.12. Site visits and information sessions

Site visit: Without object: no site visit provided.

#### Information session:

- Information session optional before submission of the quotation
- Date and time: 18 December 2023, 3:00 PM Central European Time (CET)
- Place: Virtual, to obtain the link please e-mail Kristine Smets (Global Strategic Advisor M&E; kristine.smets@vvob.org) before 14 December 2023, 2:00 PM CET.
- Interested service providers are requested to send any questions, by email only to <u>kristine.smets@vvob.org</u>, by mentioning the reference of the call "VVOB 2023 010 MT Evaluation BETTER Scaling" in the subject of the mail, not later than 19 December 2023, 5:00 PM CET

# 2.13. Conformity of the quotation

In order to be compliant,

- the quotation must be signed,
- the quotation must contain all the information and documents requested in this call for quotations,
- the quotation must propose services that conform to what is expected and described by VVOB,
- the provider must meet the minimal selection criteria referred to in points 2.3 and 2.4 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 are not conform will be rejected and will not be admitted tot the technical and financial evaluations.

If the bidder does not use the documents (forms, pricelist, etc. if any) attached to this call for quotations, he/she shall bear full responsibility for ensuring that the documents used correspond exactly to those provided for.

#### 2.14. Awarding criteria

VVOB will award the contract to the provider who has submitted the most economically advantageous offer as determined on the basis of the following awarding criteria:

#### **TECHNICAL CRITERIA (weight 70/100 points)**

Scoring rules: a global score is used to assess this criterion.

The contracting authority assesses this award criterion based on the strong and weak elements of the submitted documents. The contracting authority does not make a purely mathematical or quantitative addition of the identified strong and weak elements, but expresses its global assessment of the tenders on the basis of a global assessment.



The contracting authority awards a score based on the mutual comparison of the quotations.

Quotations obtaining less than 40 points on the technical criteria will be rejected.

#### 1) Relevant professional experience of the team

The following criteria will be applied to assess the quality of the proposal:

Criteria	Evidence
The team has experience with institutionalisation and scaling processes through government systems in the education sector <b>in countries subject to this evaluation</b>	CV and List of relevant assignments
The team has experience with conducting evaluations of development interventions in the education sector <b>in countries subject to this evaluation</b>	CV and List of relevant assignments
The team has experience with facilitating and moderating collaborative learning and sensemaking processes	CV and List of relevant examples

2) Description of (i) the overall approach clarifying the theoretical/conceptual framework that will be used; (ii) the proposed methodology for each phase (inception & design phase; data collection; data analysis and sensemaking; reporting and validation); (iii) the proposed team including the role of each team member; (iv) indicative work plan with timeline (Gantt chart) and number of expert days; (v) financial propsal

The following criteria will be applied to assess the quality of the proposal:

The Technical Proposal is complete and well written and shows a clear understanding of the context and purpose of the assignment

The Technical Proposal explains clearly the overall approach and theoretical/conceptual framework that will be used to address the evaluation objectives and key questions.

The Technical Proposal explains clearly the methodology and possible tools for each phase, including a justification of the choices made, with reference to the expected deliverables and the role of each team member

The indicative work plan is complete, clear and realistic in terms of timing and number of expert days and in line with timeframe proposed in the call for quotations

The financial proposal is clear, correct and consistent with the proposed workplan

#### PRICE CRITERION (weight 30/100 points)

**Scoring rules:** evaluated on the basis of the proportionality rule whereby the cheapest offer receives 30 points.

#### 2.15. Pricing and price components

#### PRICING:

The quantities are estimated (order as per price list). See detailed pricelist to be completed as explained under section 2.5.c.

The prices are mentioned in EURO. 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, except for international flight transportation, accommodation and per diem costs required to carry out the incountry field studies. These costs will be addressed separately after approval of the Inception report, which should include a detailed plan and budget for conducting the proposed in-country field studies. The costs will be paid directly by VVOB or refunded on the basis of justified actual expenses, and following VVOB's internal travel and fleet policy rates and rules (i.e. flights in economy class, a



maximum daily allowance following category 2 of the list published yearly by the Ministry of Foreign Affairs, Foreign Trade and Cooperation Development, and a maximum ceiling for accommodation costs following the same list).

Price are provided without VAT and VAT included.

The bidder establishes the amount of his quotation according to his own calculations and estimates, taking into account the content and scope of the contract.

The unit prices and global prices of each item of the pricelist, if any, shall be determined by respecting the relative value of these items with respect to the total amount of the tender. All general and financial costs, as well as the proceeds, are divided proportionally between the various items according to their importance.

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 is carried out by VVOB.

#### 2.16. Terms of payment

See service contract in Annex 2.

#### 2.17. Possibility of not awarding or concluding the contract

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

#### 2.18. Bidders responsibilities during the execution of the contract

See service contract in Annex 2.

#### 2.19. Delay penalties

Not applicable

#### 2.20. Bail

No bail is required for this contract.

#### 2.21. Disputes

See service contract in Annex 2.

#### 2.22. Confidential clause (Personal Data)

The bidder should be aware that the contracting authority attaches importance to the protection of personal data for the processing for which it assumes the role of data controller in accordance with Article 4, paragraph 7 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR").

The bidder undertakes to comply strictly with the obligations provided for by the GDPR and Belgian law on the protection of personal data, regarding the processing of data entrusted to it by the Contracting Authority or collected by the bidder on behalf of and at the request of the Contracting Authority.



If the bidder reasonably considers that other agreements should be concluded in order to comply with the applicable legislation, the bidder will proactively inform the contracting authority. In any case, the bidder must cooperate in good faith with the contracting authority in order to comply with the applicable legal provisions at all times.

For all questions regarding the protection of personal data, the bidder may contact the Contracting Authority's Data Protection Officer or his designate.

For more information about the confidentiality policy within VVOB VZW, the way to exercise one of the rights provided by the GDPR or to report a personal data leak, the bidder can visit the website of the Contracting Authority (<u>https://www.vvob.org/en/privacy-statement</u>).

# 3. ANNEXES

- 1. VVOB's Overall Theory of Change
- 2. Service contract
- 3. Declaration on honour



# ANNEX 1: VVOB'S OVERALL THEORY OF CHANGE

#### 1. Reinforcing capacity of government partners

VVOB's work starts from the premise that if the right to education is to be realised and the promise of Sustainable Development Goal 4 (SDG 4) to be held, then it is necessary to reinforce the capacity of governments to implement key laws and education policies that they have in place. The governments of VVOB's eight partner countries – Cambodia, Ecuador, Kenya, Rwanda, South Africa, Uganda, Vietnam and Zambia – have signed and ratified several UN Conventions and Declarations, including the UN Convention on the Rights of the Child, that guarantee *all* children the right to quality education, training and preparation for employment in a manner conducive to the child's achieving the fullest possible social integration and individual development. Likewise, they adopted the 2030 Agenda for Sustainable Development in 2015 as a blueprint for action to ensure *inter alia* inclusive and equitable quality education. At the national level, constitutions, laws, development plans and education policies testify to these commitments, even if they do not always go quite as far as the international frameworks in place.

Between the existing legal guarantees and policies and the effective realisation of rights and SDG 4 targets lies a major implementation gap, however. Governments are not meeting their obligations as duty bearers and, at least in part, this is due to missing capacity to deliver effective solutions at scale. As an Institutional Actor (IA), VVOB has the mandate to work with governments and institutions with government mandate.

As such VVOB will focus on:

- Reinforcing the capacities of duty bearers to enable them to guarantee the right to education of its citizens (right holders) in a more qualitative and equitable way;
- Promoting equity (right to non-discrimination) within governments' education policies and actions.

VVOB's role in support of duty bearers complements that of civil society organisations which empower rights-holders. Where possible, we build synergies and active collaboration with non-governmental organisations that share the same goals.

#### 2. Investing in effective teaching and school leadership

If governments and their education development partners want to achieve the right to quality education and reach the SDG 4 targets, then they must invest in quality teachers and school leaders. A significant body of research demonstrates that high-quality teaching is one of the biggest factors impacting student learning and well-being. It can also play a role in improving equity, as several years of outstanding teaching may in fact offset learning deficits of disadvantaged students (<u>Béteille & Evans, 2019</u>). Investing in effective school leadership is as important. Research shows that effective support from superiors makes a substantial difference in teachers' ability to improve learning. Schools – especially those serving the most disadvantaged – do not tend to improve pupil / student outcomes in the absence of skilled leadership. As it is primarily through the guidance given to teachers that school leaders achieve success, better leadership practices to make optimal use of current teachers can be a low-cost strategy for improving learning outcomes (<u>Bloom et al., 2014</u>; <u>Grissom et al., 2021</u>; Leithwood et al., 2004).

That is why, across countries and regard ss of the education sub-sector prioritised together with our government partners, VVOB focuses on introducing and nurturing effective teaching and leading practices and on ensuring that in-service and future teachers and school leaders have the necessary competences to apply them. Within a particular country, VVOB may focus more on one of these target groups than on the other, depending on the priorities of the government, our own capacity to deliver and on the potential for synergies and need for complementarity with the interventions of other implementing organisations. The teaching and leading practices that VVOB promotes, are consistently informed by the best available evidence.

#### 3. Scaling inclusive and equitable quality education

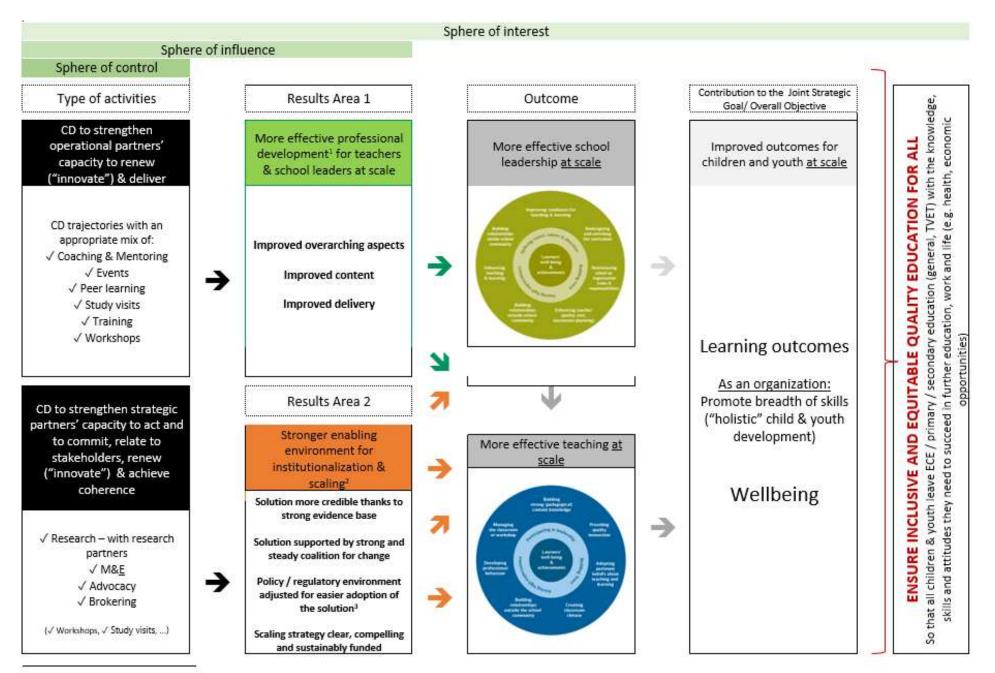
Global Education Monitoring (GEM) Reports show year after year how massive the challenge of achieving the right to quality education and reaching the SDG 4 targets still is. If governments and their education



development partners want to significantly move the needle, then effective teaching and leading practices must be taken to scale. This, in turn, will require reckoning with how to scale effective teacher professional development and school leadership development in an effective, efficient and equitable way.

For now, however, there is a marked gap between what evidence suggests makes for effective teacher professional development (TPD) and the realities of many TPD programmes around the world (Popova et al., 2019). A compounding challenge is that many characteristics of effective professional development that lead to impact at a small-scale can present real challenges when implemented at large scale, because they are too costly or require high-quality trainers, coaches and facilitators that are simply not present in the education system. We know from experience that the same is true for school leadership development. In fact, many countries have yet to establish PD systems for school leaders or they are only in the early stages of doing so.

VVOB's unique contribution is to accompany governments on this journey. Together with Ministries of Education and institutions for pre-service education and training (PRESET), induction, and continuous professional development (CPD) of teachers and school leaders, VVOB develops, pilots, tests and scales PD programmes that fit within the existing system and equip teachers and school leaders with the competences they need to apply effective teaching and leading practices. To facilitate scaling, we invest in research to increase the credibility of these programmes and in policy dialogue to strengthen regulatory frameworks and mobilise government (financial and human) resources.



<sup>1</sup> As an organization: Initial education and training; induction; continuous professional development.

<sup>2</sup> Use Education Scalability Checklist as reference for better understanding of the results to be formulated under Results Area 2.

<sup>3</sup> Ease of adoption should - in the first place - come from the design of the solution itself; changes to education system (policy, regulatory framework, norms, ...) are the hard - but sometimes - necessary route to facilitate adoption.

# Annex 2



# Independent Services Contract

#### Between:

VVOB, non-profit association with company number 0423.616.717, located at Julien Dillensplein 1, 2A, 1060 Brussels (Belgium);

hereby validly represented by Mr. Sven Rooms, Director-General;

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 institutionalisation and scaling through government systems in the education sector, evaluating development interventions in the education sector in LMIC, and with facilitating and moderating collaborative learning and sensemaking processes.

The Parties wish to cooperate for the purpose of the mid-term evaluation on institutionalisation and scaling of the DGD funded multi-year programme 2022-2026.

#### Article 1. Subject-matter of the Contract

The Service Provider agrees to provide the Services defined in Article 2 to VVOB on the terms and subject to the conditions provided in this contract (hereafter *the Contract*).

#### Article 2. Services

2.1 The Service Provider shall perform the following services (hereafter *the Services*):

Services	Deliverables	Complete by
Inception an Design Phase	<ul> <li>d D1: Inception Report in English containing at least:</li> <li>An initial mapping of the steps used and the challenges encountered in</li> </ul>	30/04/2024
	implementing the institutionalisation and scaling track within the eight country programmes	
	<ul> <li>A justified, balanced selection, based on clear criteria, of two or three country programmes for an in-depth analysis through in-country-field visits</li> </ul>	
	<ul> <li>A detailed plan (timetable, method and tools) for the proposed in-depth case studies (in-country field-visits), as well as any plans (including tools) for remote data collection if applicable</li> </ul>	
	- A detailed budget to cover international flights, accommodation and per diem for the proposed in-country field visits.	
Data collection (i	_	31/07/2024
country field visit		
remotely), da		
analysis aı sensemaking	the CoP on Scaling	
Reporting an validation	d <b>D3: Draft report</b> in English containing at least	30/09/2024
	<ul> <li>Executive summary of maximum 4 pages that can function as a standalone document, offering a brief yet comprehensive overview of the entire report</li> </ul>	
	- Background on the country programmes subject to the evaluation, with a specific focus on contextual factors that are relevant to the scaling process	
	<ul> <li>Aa description of the evaluation purpose, scope, objectives and the methodology employed, including any</li> </ul>	

limitations and challenges encountered during the evaluation process	
<ul> <li>Findings and conclusions presented in a manner that comprehensively addresses both the overarching learning question and key evaluation questions</li> </ul>	
<ul> <li>Practical recommendations tailored to each specific programme (for potential implementation during the remaining period), for each country (with relevance to other ongoing or new projects within the country), and recommendations that have global and organisational implications (contributing to the formulation of the next DGD programme and other global or organisational level initiatives)</li> </ul>	
<ul> <li>Annexes: data collection tools, list of documents and people consulted</li> </ul>	
<b>D4: Validation workshop:</b> presentation and discussion of main findings, conclusions, and recommendations to a broader representation of VVOB and its partners	
<b>D5: Final report</b> incorporating feedback on draft report	

2.2 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.

# Article 3. Fee

- 3.1 In exchange for the performance of the Services, VVOB shall pay the following fee (hereafter *the Fee*) to the Service Provider:
  - A fixed lump-sum Fee as indicated below for the realization of following deliverables:

Deliverable	Fee
Inception Phase Report (D1)	amount + currency

Sensemaking workshops(s) (D2) and Draft Report (D3)	amount + currency
Validation Workshop (D4) and Final Report (D5)	amount + currency – final tranche should be at least 15%

No Fee shall be due for additional Services, unless the Parties have agreed upon an extension in advance and in writing.

3.2 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.

3.3 The Fees shall be inclusive of any and all costs and expenses incurred by the Service Provider in rendering Services and performing its duties under this Contract, save for the expenses mentioned in Article 4. The Service Provider shall be solely liable for payment of any and all applicable taxes, fees, levies, and/or withholding liabilities arising from the provision of the Services and/or the payment of any fees and expenses as may be required by the applicable laws. Apart from the Service Fees and any amount specifically stated in this Contract, VVOB shall not be liable for paying any other fee or amount to the Service Provider or any third party, including without limitation the Personnel, suppliers, vendors, agents, or subcontractors of the Service Provider, in any manner.

#### Article 4. Expenses

The Service Provider is entitled to the allowances and cost reimbursements of accommodation and international flights transportation required to carry out the incountry field studies as per budget that is part of the approved Inception Report and if properly invoiced and if supporting documents are added to the invoice.

Any additional costs or expenses can only be reimbursed by VVOB if they are reasonable, if they were approved in advance in writing and upon presentation of supporting documents.

Allowances are only due for professional costs. Costs for travels, overnight stays or other expenses falling beyond the scope of the assignment and/or made within a merely private context are not reimbursed.

The Service Provider shall perform the main part of the Services from its own place of work, using its own office infrastructure, computers, hardware and office equipment, mobile phones, etc.

#### Article 5. Invoices

5.1 The Service Provider will draw up an invoice for the Fee (as described in Article 3) and expenses (if applicable and as described in Article 4) and hand it over or send it to VVOB.

Invoices must be made in accordance with the applicable laws and this Contract and are issued after agreement between VVOB and Service Provider that the relevant deliverable or expenses can be invoiced.

The invoices properly issued by the Service Provider will be payable within thirty (30) calendar days after the date the invoice is received by VVOB. If the invoice states a shorter term, the date mentioned in this Contract is the only binding date.

5.2 Supporting documents for all expenses and allowances (if any) must be attached to the invoice.

Supporting documents include the original invoice or bill, a statement of expenditures and a claim form.

Following supporting documents must in any case be provided (boxes are checked if applicable):

⊠ for daily allowances: a detailed calculation on the claim form in accordance with Annex letter

 $\boxtimes$  for hotel costs: the original invoice (unless the invoice was directly paid by VVOB)

 $\boxtimes$  for air travel: the original boarding pass

 $\boxtimes$  for any other expenses: the original invoice

If the appropriate documentary evidence is not timely presented, allowances are not due and expenses are not reimbursable by VVOB. If any advance payments were already made, VVOB is entitled to deduct the amount of the advance payment from future payments or to claim back the amount paid.

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

Account Name: 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.

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

Parties have not agreed on any advance payments for fees or expenses

#### Article 6. Term and termination

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

The Services have been completed.

The Services shall be considered complete, and the Contract shall end, upon submission and acceptance of the following report(s): Final report of the mid-term evaluation.

- 6.2 Either Party can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter or registered courier to the other Party in the event that:
  - (i) 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
  - (iii) the other Party becomes insolvent, is the subject of bankruptcy, insolvency, reorganization, liquidation or similar proceedings, is being wound-up or dissolved or makes an assignment for the benefit of creditors.

The following breaches shall in any case be considered as material breaches of the Contract by the Service Provider:

- non-compliance with the obligation to take out insurance (Article 8.2)
- non-compliance with the confidentiality obligations (Article 9)
- any representation or warranty made in this Contract in relation to Sanctions (Article 12) is breached or is determined to be false or misleading in any material respect at any time during the duration of the Contract
- Services have repeatedly been delivered late or have repeatedly not been rendered in compliance with the requirements of the Contract
- the Service Provider's licenses, permits, or approvals to engage in the Services as contemplated under this Contract are expiring, being withdrawn, or becoming invalid for any reason

- If the name of a specific individual for the performance of the Services is mentioned in Article 2 and VVOB does not accept the replacement proposed by the Service Provider.
- 6.3 If the Services provided do not comply with Article 2 or if Services are delivered late, VVOB can reject the Services and refuse payment. In such cases payments shall be 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.

6.4 VVOB can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter 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 Article 7).

At its own discretion, VVOB can unilaterally decide to temporarily suspend the Contract pending the investigation of any alleged violation of the Codes of Conduct by sending a written notice by registered letter or registered courier to the Service Provider.

- 6.5 In the event that the Service Provider is temporarily or permanently unable to perform the Services due to force majeure, the Service Provider shall notify VVOB thereof immediately. The performance of this Contract shall be entirely suspended for the time of such temporary inability. In case of permanent inability, VVOB shall be entitled to terminate this Contract immediately, without giving prior notice and without compensation being due. 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.
- 6.6 Upon termination of this Contract, the Service Providers shall immediately and on his own initiative return, and shall procure that the Personnel shall return, to VVOB any documents, in written, printed, electronic, or magnetic form, in his possession, that contain proprietary information or Confidential Information (as defined in Article 9) about VVOB or its donors or that are the property of VVOB or its donors.

#### Article 7. Terms of execution and relationship between the Parties

7.1 The Service Provider shall faithfully and loyally provide the Services to VVOB. The Service Provider shall act in the best interest of VVOB and any persons or organizations related to VVOB or VVOB's activities.

- 7.2 The Service Provider shall act with the expertise, independence and diligence as may be expected from a professional service provider in the same circumstances. It will also devote all the necessary means, time and effort to its tasks.
- 7.3 The Service Provider shall carry out this Contract in full compliance with all applicable laws. This includes all applicable international standards and labour law, rules and regulations relating to the employment of national and international staff in connection with the Services.

The Service Provider must comply with all tax and social security obligations relevant to the performance of this Contract, directly and/or through its personnel (employees, volunteers, directors, officers, etc.; hereafter **the Personnel**) and (sub)contractors (if any).

The Service Provider must further ensure compliance with all applicable laws by its Personnel and (sub)contractors.

7.4 The Service Provider must at all times conduct himself in a manner consistent with (i) VVOB's General Code of Conduct, (ii) Code of conduct VVOB's Child protection policy and (iii) Code of conduct VVOB's Youth protection policy (hereafter *the Codes of Conduct*). The Codes of Conduct are part of VVOB's Integrity Policy which can be found at www.vvob.org.

The Service Provider must further ensure that all Personnel and (sub)contractors involved in the performance of this Contract, as well as any of its affiliates, adhere to the Codes of Conduct.

7.5 The Service Provider and its Personnel will carry out the Services independently and autonomously as an independent service provider and without being subordinated to VVOB.

This Contract does not create any relationship of agency, distributorship, partnership or employment between the Parties or between VVOB and any member of the Personnel of the Service Provider. The Service Provider shall not hold itself out as employee, worker, agent or partner of VVOB and shall procure that the Personnel shall not hold themselves out as such.

7.6 The Service Provider is free to organise its work and to determine how the Services will be performed.

The Service Provider shall, however, comply with the general guidelines determined by VVOB for the necessities of the co-operation between the Parties and it will regularly consult with and report to VVOB in order to assure the coherence of the Services.

Within these guidelines and provided that the Contract is complied with, the Service Provider shall have the sole and autonomous right to determine and direct the manner, method and time schedule in which the Services are performed.

7.7 The Service Provider will use its own Personnel to perform the Services. Subcontracting is not allowed without the prior authorisation in writing from VVOB.

The Service Provider ensures that the Personnel and any (sub)contractors are bound by the Service Provider's obligations under this Contract.

The Service Provider must ensure that the Personnel and subcontractors performing the Services have the necessary training, knowledge and relevant experience. However, the Service Provider remains liable towards VVOB for the proper performance of the Services.

7.8 The Service Provider will hire, on its own behalf and for its own account, such Personnel that it deems necessary and capable of assisting it in the performance of the Services.

The Service Provider, in its capacity as the employer or contractor of such persons, will be solely responsible for the management, payment and lawful registration of these persons and will not involve VVOB in such matters.

VVOB shall only give instructions to the Service Provider and its Personnel that are strictly limited to health and safety rules applicable at VVOB.

7.9 If the name of one or more specific individual(s) for the performance of the Services is mentioned in Article 2, the Service Provider will supply its Services through such individual(s).

If a specific individual becomes temporarily or permanently unable to perform the Services on behalf of the Service Provider, then the Service Provider will immediately inform VVOB.

The Service Provider has the right to propose to VVOB in writing another person who will provide the Services. VVOB has the right to refuse such a proposal, and to suspend or terminate the Contract. VVOB does not have to justify its refusal.

7.10 The Service Provider is not granted the power to represent VVOB towards any third party, except if authorized thereto by special power of attorney in writing.

#### Article 8. Insurance

- 8.1 The Service Provider will pay and indemnify VVOB promptly for all loss, destruction or damage caused by the Service Provider, its Personnel or (sub)contractors in the performance of this Contract.
- 8.2 The Service Provider must have and maintain in effect, with reputable insurers and in sufficient amounts, insurance against all of the Service Provider's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Service Provider's performance of the Contract).

This will in any case include general liability insurance, workers' compensation and employer's liability insurance and insurance against all risks in respect of its property and any equipment used for the performance of the Contract.

8.3 The Service Provider agrees to refrain from any form of claims against VVOB in case of accidents, theft or attempted theft, baggage loss (incl. laptops or any other valuable objects) and any other events that may occur during the performance of the Services.

#### Article 9. Confidentiality

- 9.1 For the purposes of this Contract, *Confidential Information* means any and all confidential, proprietary and other non-public information (whether recorded or not and, if recorded, in whatever form) relating to the activities, assets, properties, services, financial affairs, work methods, participants or contracting parties of VVOB or any donor.
- 9.2 The Service Provider may not during the Contract (except in the proper performance thereof 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.
- 9.3 The Service Provider shall not publish nor make any statement to a press representative or publish any content on any websites or social media account about any matter relating to the Services, VVOB or its donor(s), without prior authorization in writing. VVOB and VVOB's donor(s) will be acknowledged as per VVOB's instructions.
- 9.4 VVOB shall be free to publish the Service Provider's final report. VVOB shall make reference to the Service Provider, unless the Service Provider explicitly requests it in writing not to.

#### Article 10. Ownership of work product and intellectual property rights

10.1 All intellectual property rights created during the performance of this Contract and within the limits of this Contract will vest in VVOB unconditionally and immediately upon their creation. Accordingly, the Service Provider hereby assigns to VVOB with full title guarantee (including, without limitation, by way of an assignment of future intellectual property rights) all intellectual property rights, worldwide and for their entire legal duration, with effect from the date of creation thereof.

Only VVOB is entitled to fulfil the necessary formalities in order to obtain actual legal and factual protection with respect to the work product, works, performances, or any other creations or inventions achieved under this Contract. The Service Provider shall do and execute, and procure the doing and executing of, each necessary act, document or thing that may reasonably be necessary to perfect the right, title and interest of VVOB in and to such intellectual property rights.

The Fees received by the Service Provider are also intended to fully compensate the Service Provider for the assignment set out in this article and for all methods of exploitation of the works and work product, known or unknown at the signing of this Contract.

The Service Provider will not oppose modifications that VVOB deems fit to bring to the work product, works, performances, or any other creations or inventions achieved under this Contract, except for modifications that would be liable to prejudice the Service Provider's honour or reputation. To the extent permitted under applicable law, the Service Provider for this purpose waives absolutely, irrevocably and unconditionally in favour of VVOB, or any successor in title, any moral rights which may vest in it, so far as is legally possible, any broadly equivalent rights it may have anywhere in the world.

10.2 VVOB grants to the Service Provider a royalty-free, non-exclusive, non-transferable, nonsublicensable 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.

10.3

#### Article 11. Data Protection

The Service Provider shall not process any personal data on behalf of VVOB. If VVOB should in the future directly or indirectly transfer personal data to the Service Provider, the Service Provider shall promptly enter into a data processing agreement with VVOB. With regard to these personal data, the Service Provider will act as data processor and VVOB will act as data controller.

#### Article 12. Compliance with Sanction laws and other obligations

- 12.1 The Service Provider represents and warrants that neither it nor any Personnel, affiliates or (sub)contractors:
  - is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the "Sanctions")
  - is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.
  - will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
  - has knowingly engaged in or are knowingly engaged in any dealings or

transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.

#### Article 13. Due diligence

VVOB shall have the right, from time to time as VVOB may reasonably deem appropriate, to perform reasonable due diligence on the Service Provider and any (sub)contractors for the purpose of verifying compliance with this Contract and any donor requirements. The Service Provider, its Personnel and (sub)contractors shall provide information and cooperate with VVOB in connection with any reasonable request related to VVOB's due diligence of the Company.

#### Article 14. Salvatory clause

The provisions of this Contract are independent from each other and the invalidity of one clause does not affect the validity of the others.

In the event that one of the provisions of this Contract is held to be invalid, this provision shall be deemed to be substituted by operation of law by a new one which makes it possible to achieve the same result, at least a similar result.

#### Article 15. Applicable laws and settlement of disputes

This Contract is subject to 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.

#### Article 16. 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! .

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.

For VVOB

For the Service Provider

Sven Rooms

Name

Director-General

VVOB

title

Organisation

\*Please initial each page

# **ANNEX 3**

# Declaration on honour concerning the grounds for exclusion

Reference of the procurement:

I, the undersigned [insert name of the person signing this form]:

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

or

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

full legal name (for legal persons only)

Full legal form (for legal persons only):

full official address:

company registration number:

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

- a) has not been the subject of a final judgment on the merits for one of the following offences:
  - i. participation in a criminal organisation
  - ii. corruption
  - iii. fraud
  - iv. terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence
  - v. money laundering or terrorist financing
  - vi. child labour and other forms of trafficking in human beings
  - vii. employment of illegally staying third-country nationals
- b) is not bankrupt or in receivership, has not ceased or suspended trading, is not subject to a court settlement or other arrangement with creditors and is not involved in any similar proceedings under national laws and regulations;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established and any country in which it has operations, in the country of the contracting authority and in the country where the contract is to be performed;
- e) that (s)he will conduct (her)(him)self at all times in compliance with VVOB's Codes of Conduct referred to in the call for quotations. The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.
- f) that neither it nor any personnel, affiliates or (sub)contractors:
  - is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the "Sanctions")

- is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.
- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
- has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.
- g) that, should the contract be awarded, he (she) will provide on request proof for one or more of the above mentioned situations.

Full Name, Date and Signature





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