



BTC VIETNAM

**BELGIAN
DEVELOPMENT AGENCY**

TENDER SPECIFICATIONS BTC-VIE-215

30/09/2016

FRAMEWORK AGREEMENT FOR
"INTERPRETATION AND TRANSLATION
SERVICES"

VIE215

NAVISION CODE: **REPVIE 21321**



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1 General provisions

1.1 Derogations from the General Implementing Rules

The specific contractual and administrative conditions of these Tender Specifications include the specific administrative and contractual provisions that apply to this public contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

There is in these Tender Specifications no derogation from the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

1.2 The Contracting Authority

The contracting authority of this public contract is the Belgian Technical Cooperation, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

In accordance with the Law of 21 December 1998 establishing the “Belgian Technical Cooperation”, hereafter also called as “BTC” or “Belgian Development Agency”, has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, BTC can also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this public contract, BTC is represented by Mr. Alain Devaux, Resident Representative of the Belgian Development Agency in Vietnam, located at F7, 14 Thuy Khue, TayHo District, Hanoi, Vietnam.

1.3 Rules governing the public contract

The following apply to this contract:

- The Law of 15 June 2006 on public procurement contracts and on certain contracts for works, supplies and services;¹
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services;
- The Royal Decree of 15 July 2011 on the award of public procurement contracts in the classic sectors;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works **Error! Bookmark not defined.**;

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A consolidated version of this document can be consulted in French on www.16procurement.be; click on >Marchés publics >Réglementation>Arrêtésroyaux

- The Law of 21 December 1998 establishing Belgian Technical Cooperation², amended by the Laws of 13 November 2001 and 30 December 2001.³

² Belgian Official Gazette 30.12.1998

³

Belgian Official Gazette 17.11.01 and 31.12.01

- Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, which was transposed into Belgian legislation in the Law of 10 February 1999 on the Suppression of Corruption⁴.

1.4 Definitions

The following definitions apply to this contract:

- The tenderer: Building contractor, supplier, service provider or selected candidate who submits a tender for the contract;
- The contractor: The tenderer with whom the contract is concluded;
- The contracting authority: Belgian Development Agency;
- The tender: The commitment of the tenderer to perform the public contract on the basis of the contract documents and the conditions that it has submitted;
- The General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the general rules for the performance of public contracts and of public works concessions;
- Tender Specifications (Cahier Spécial des Charges/CSC): This document as approved by the Contracting authority. This document defines the Contracting authority's needs, the contract award procedure as well as the specific contractual clauses of the order;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- Litigation: Court action;
- Variant: An alternative method for the design or the performance that is introduced, along with the basic tender, either at the demand of the contracting authority ("optional": The tenderer is not under the obligation to submit a tender; or "obligatory": The tenderer is under the obligation to submit a tender), or at the initiative of the tenderer (free variant, only if allowed in the Tender Specifications or contract documents).

1.5 Confidentiality

The tenderer or contractor and BTC are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this contract and shall only divulge such information to third parties after receiving the prior written consent of the other party.

4 Articles 240 to 252, 504bis to 504ter of the Criminal Code and Articles 10quater of the Code of Criminal Procedures.

1.6 Deontological obligations

For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, the clarification, evaluation of tenders and applicants comparison procedures shall lead to the rejection of the application or the tender.

Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical position.

The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded.

1.7 Applicable legislation

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

The parties commit to sincerely perform their engagements to ensure the good performance of this contract.

2 Object and scope of the framework agreement

2.1 Type of framework agreement

This public contract is a public contract for services within the meaning of category 21 of Annexe II A of the Law of 15 June 2006.

2.2 Object of the framework agreement

The object of these Tender Specifications is to conclude **a framework agreement with several service providers** (at least three, provided sufficient suitable tenders have been submitted). It provides the rules applicable to orders placed by BTC with the service providers with which the framework agreement will be concluded, in the period mentioned under point 2.5 below.

The object of this framework agreement consists of interpretation and translation services, in accordance with the conditions of these Tender Specifications for the projects/programmes and the Representation of BTC Vietnam, in accordance with the conditions of these Tender Specifications.

The tenderer's attention is drawn to the fact that the conclusion of the framework agreement does not, however, confer any privilege or exclusive rights to the service providers with which the framework agreements will be concluded and does in no way prevent BTC from ordering the same services from another service provider.

2.3 Lots

The framework agreement has two lots. The tenderer can submit either individual offers for lot 1 or 2, or an offer for both lots. A tender for part of these lot is inadmissible.

The lots includes:

Lot 1: Interpretation service from English to Vietnamese and vice versa;

Lot 2: Translation service from English to Vietnamese and vice versa;

(see Part 5. Terms of reference of these Tender Specifications)

2.4 Items

The contract consists of the following items:

For lot 1:

Item 1: Simultaneous interpretation for meetings, workshops, and conferences as required;

Item 2: Non-simultaneous interpretation for meetings, workshops, and conferences as required;

For lot 2:

Item 1: Provide accurate and timely translation of technical and administrative documents from English to Vietnamese and vice versa;

Item 2: Edit of translated documents from English to Vietnamese and vice versa;

Attention: The contractor may be required to travel within Vietnam and perform some other administrative duties as required to provide the services for lot 1 described above, in consistent with the objectives and technical skills of the position. The cost for travel and related arising expenses will be paid directly by BTC to a third party or to the contractor following BTC general rules and regulations for missions in Vietnam and applicable norms for concerned projects/programs.

2.5 Duration of the framework agreement

The framework agreement takes effect the first working day following the date of the framework agreement conclusion with the service provider. The framework agreement has a duration of one year and it can be renewed, two times at most, by BTC by mail sent before the anniversary date of the agreement. Total duration of the framework agreement therefore cannot exceed a maximum of 36 months.

The service provider(s) with which the framework agreement will be concluded cannot claim any compensation in case BTC were not to renew the framework agreement.

Mind, given the "intuitu personae" nature of the type of services of this framework agreement, BTC has the right, requiring no justification or compensation, to terminate by registered mail at any time the agreement or any order placed with the service provider. After said termination, the service provider will have to process all ongoing dossiers indicated by BTC until completion under the conditions of the public contract, unless otherwise provided for by BTC.

2.6 Variants

Variants are not permitted. Each tenderer may submit only one tender.

2.7 Quantity

Quantities will be determined in order forms depending on circumstances requiring the related services.

Since such circumstances cannot be planned, BTC does not commit to ordering minimum quantities. The service provider cannot in any case claim compensation in case it estimates that an insufficient number of orders were placed.

For the whole duration of the contract, the service provider(s) will receive, upon demand, separate order forms (dossiers) from the contracting authority.

If there is any doubt about the legal domain targeted by a specific dossier, the contracting authority reserves the right to autonomously decide under which lot the dossier will be assigned, without the service provider having means to complain.

Indeed, the service provider does not hold any exclusivity rights to process all works of the contracting authority related to the determined matter. The contracting authority reserves the right to rely, without any justification, to one or another of the service providers with which the framework agreement will be concluded. In addition, BTC reserves the right to order services similar to those targeted in this framework agreement from another service provider to translate documents or interpret in a certain event, without relying on the service providers of this public contract.

3 Procedure

3.1 Award procedure

Negotiated procedure without publication of a notice in application of Art. 26, § 1, 1^oa, of the Law of 15 June 2006⁵.

3.2 Semi-official publication

3.2.1 BTC publication

This contract is published on the BTC website (www.btctb.org).

3.3 Information

Mrs Le Hai Yen, Local Finance and Administration officer at the Representation of the Belgian Development Agency in Vietnam will coordinate the award of this public contract. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this public contract will exclusively pass through this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Therefore, any information must be asked for in written to Mrs Le Hai Yen, F7 14 Thuy Khue, TayHoDistrict, Hanoi, Vietnam or by e-mail (yen.lehai@btctb.org).

Until the notification of the award decision, no information will be provided about the evolution of the procedure.

If interested tenderers download the electronic version of the Tender Specifications, they are requested to contact the public procurement administrator, Mrs Le Hai Yen, to provide her with their contact details and to be informed of possible changes or additional information. Tenderers who have downloaded the Tender Specifications are also advised to regularly consult the BTC website (<http://btctb.org/en/tenders-grants>).

3.4 Tender

3.4.1 Scope of the tender

The tenderer must accept without any reserve the whole of the Tender Specifications. Should the Tender Specifications prove to contain deficiencies, errors and/or unclear provisions, the tenderer will report these immediately in writing to the contracting authority at the latest 10 calendar days before the deadline for the receipt of tenders.

By submitting a tender, the tenderer declares renouncing to his own sales conditions. Any other statement will be considered a reserve that may lead to the refusal of the tender.

The tenderer uses the form for establishing his tender and for completing his inventory. In

⁵ Where the amount of the expenditure to be approved ≤ 85,000€ excluding VAT

case he does not use this form, the tenderer is fully responsible for the perfect concordance between the documents he has used and the form.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be disseminated by the contracting authority.

3.4.2 Compilation of the tender

The tender of the tenderer will be compiled as follows (see point 6 "Forms"):

- The identification form;
- The documents pertaining to the right to access and to qualitative selection;
- The documents pertaining to award criteria;
- The tender form;
- The integrity statement;

3.4.3 Determination, components and revision of the prices

The prices of the tender are given in Euros (€) only.

No exchange rate adaptation formula will be accepted.

Price given is exclusive of VAT.

3.4.3.1 Method for determining the price:

This contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices.

For each lot for which he submits a tender, the tenderer submits a lump-sum unit price for the service performance for:

For lot 1:

Item 1: Simultaneous interpretation for meetings, workshops, conferences as required;

Item 2: Non-simultaneous interpretation for meetings, workshops, conferences as required;

For lot 2:

Item 1: Provide accurate and timely translation of technical and administrative documents from English to Vietnamese and vice versa;

Item 2: Edit of translated documents from English to Vietnamese and vice versa;

The contractor is deemed to have included in his unit prices all the charges of any kind normally applied to services, with the exception of VAT.

This implies that NO separate unit prices should be stated for senior or junior

translator/interpreter.

The contractor is deemed to have included in his unit price all the charges of any kind normally applied to services, with the exception of VAT.

1.1.1.1 Elements included in the price

The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The following will **in particular** be included in the prices:

- Administrative and secretariat costs;
- Local travel, transportation and insurance costs;
- The costs of documentation with regards to the services and of any documentation required by the contracting authority;
- The delivery of documents or of pieces related to the performance of the services;
- Acceptance costs.

3.4.4 Language

The tender will be drawn up in English.

3.4.5 Validity period of the tender

Tenderers remain bound by their tender for a period of 120 calendar days, as from the day after the deadline for the receipt of tenders.

3.4.6 How to submit tenders?

The tender will be drawn up in 3 copies, one copy of which will mention “original” and two copies of which will mention “copy” or “duplicate”.

The tender includes the necessary documents in view of the selection and award criteria (see points 3.5 and 3.6).

The signed and dated original and “copies” or “duplicates” will be sent to Belgian Development Agency, F7, 14 Thuy Khue, TayHoDistrict, Hanoi, Vietnam, in a sealed enveloped mentioning:“TENDER”, the Tender Specifications number (VIE215) and the Navision code (REPVIE 21321). These must be received on **20th Oct 2016 at 3:00pm at the latest**. The tender will **obligatorily** have to be submitted by registered mail through the postal services⁶, or by courier against acknowledgement of receipt.

The tender and all accompanying documents must be numbered and signed (**original hand-written signature**) by the tenderer or his representative. The same goes for any

⁶ In case of receipt after the above-mentioned date, only tenders for which a certificate of mailing that is dated at least one (1) day before the date for the receipt of tenders will be accepted.

alterations, erasures or comments made to the document. The representative must clearly state that he/she is authorised to commit the tenderer.

3.4.7 Change or withdrawal of a tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with Article 91 of the Royal Decree of 15 July 2011.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The object and the scope of the changes must be described in detail. Any withdrawal must be unconditional.

A withdrawal can also be communicated by fax or by electronic means that are not in conformity with Article 52, §1 of the Royal Decree of 15 July 2011, provided:

- 1) The withdrawal notification reaches the president of the opening session before he/she has officially opened the session; and,
- 2) It is confirmed by registered letter deposited at the post office as registered mail at the latest the day before the opening session.

3.5 Access rights and qualitative selection

Before the contracting authority can start investigating the regularity of the tenders and evaluating them on the basis of the award criterion/criteria, tenderers that do not meet certain minimum quality conditions will be excluded from the procedure and their tender will not be evaluated.

In view of the qualitative selection of tenderers and in accordance with Articles 67 to 79 of the Royal Decree of 15 July 2011, for this contract the tenderer will attach to his tender dossier a selection file with the information requested in Part 3 with regards to his personal situation, his financial capacity and his technical aptitude for this public contract.

Moreover, by means of the documents requested in the selection file, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public contract.

3.5.1 Personal situation

Before the contracting authority can start investigating the regularity of the tenders and evaluating them on the basis of the award criterion/criteria, tenderers that do not meet certain minimum quality conditions will be excluded from the procedure and their tender will not be evaluated.

In view of the qualitative selection of tenderers and in accordance with Articles 67 to 79 of the Royal Decree of 15.07.2011, the tenderer must include a selection file in his tender with the information requested hereafter with regards to his personal situation, his financial capacity and his technical aptitude for this public contract.

Access rights

Grounds for exclusion

In accordance with Article 20 of the Law of 15 June 2006 any candidate is excluded from accessing the contract, regardless of the stage of the procedure, if he has been found guilty by a judgement which has the force of res judicata of which the contracting authority has knowledge, for:

- 1° Participation in a criminal organisation as defined in Article 324bis of the Criminal Code;
- 2° Corruption, as defined by Article 246 of the Criminal Code;
- 3° Fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, approved by the Law of 17 February 2002;
- 4° Money laundering as defined by Article 3 of the Law of 11 January 1993 on the prevention of the use of the financial system for the purposes of money laundering and of terrorist financing.

In view of the application of this paragraph, the contracting authority has the right to ask the tenderer to provide the necessary information or documents. When the contracting authority has doubts about the personal situation of these candidates or tenderers, it can contact the competent Belgian or foreign authorities to obtain the information it considers necessary information in this respect.

In accordance with Article 20 of the Law, a candidate or tenderer can be excluded from accessing the contract, regardless of the stage of the procedure:

- 1° If he is bankrupt or put into liquidation, has ceased activities, is involved in composition with creditors, or is in any analogous situation arising from a similar procedure provided for in other national regulations;
- 2° If he has filed for bankruptcy, if he is in winding-up procedure or composition with creditors, or if he is in any similar procedure provided for in other national regulations;
- 3° If he has been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity;
- 4° If he has committed a serious mistake in his professional duties;
- 5° If he has failed to meet his obligations in terms of paying social security contributions, in accordance with the provisions of Article 62;
- 6° If he has not paid his taxes in accordance with Belgian legislation or the legislation of the country where he has his registered office, in accordance with the provisions of Article 63;
- 7° If he has been found guilty of misrepresentation in supplying the information required under this chapter or if he has not provided that information.

The Belgian tenderer employing staff subject to the law of 27 June 1969 modifying the statutory order of 28 December 1944 on social security for employees must be in order with National Social Security Office obligations.

The non-Belgian tenderer must, at the latest the day before the final date for receipt of tenders:

- 1° Be in order with the obligations with regards to social security contributions according to legal provisions of the country where he is established;
- 2° Be in order with the provisions of §1, if he employs staff subject to the law of 27 June 1969 modifying the statutory order of 28 December 1944 on social security for employees.

At any stage of the procedure, the contracting authority may investigate, by whatever means it chooses, the situation with regards to the payment of social security contributions of any tenderer.

The tenderer will be excluded from taking part in the contract, if he has been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity.

The tenderer may not have committed a serious mistake in his professional duties, duly established in a way which the contracting authority can justify.

Moreover, by signing the tender, the tenderer undertakes to respect the standards defined in the basic conventions of the International Labour Organisation (ILO) and in particular:

- 1° Prohibition of forced labour (Conventions n° 29 on forced labour, 1930, and n° 105 on the abolition of forced labour, 1957)
- 2° Right to Union freedom (Convention n° 87 on union freedom and the protection of union rights, 1948)
- 3° Right to Organise and to Bargain Collectively (Convention n° 98 on the Right to Organise and to Bargain Collectively, 1949)
- 4° Prohibition of Discrimination in Respect of Employment and Remuneration (Conventions n° 100 on Equal Remuneration, 1951 and n° 111 concerning Discrimination in Respect of Employment and Occupation, 1958)
- 5° Minimum Age for Admission to Employment (Conventions n° 138 on Minimum Age for Admission to Employment, 1973, and n° 182 on the Prohibition of the Worst Forms of Child Labour, 1999).

Non-compliance with the above-mentioned conventions will be considered a serious mistake in professional duties within the meaning of Article 61, §2, 4° of the Royal Decree of 15 July 2006. The preceding provisions apply without prejudice to other provisions listed in Article 61 of the above-mentioned Royal Decree.

The candidate must be in order with his obligation pertaining to the payment of his taxes in accordance with Belgian legislation or the legislation of the country where he has his registered office, in accordance with the provisions of Article 63 of the Royal Decree of 15 July 2011.

The candidate will be excluded from taking part in the contract if he has been found guilty of misrepresentation in supplying the information required under this chapter or if he has not provided that information.

In case the tenderer is a company, following documents have to be attached to the tender file for the investigation of the access rights:

The tenderer (where applicable, all members of a group and/or all subcontractors of the tenderer) must attach the following documents to his tender file:

- 1) Certification from the competent authority stating that the company is in order with obligations with regards to the payments of social security contributions that apply by law in the country of establishment.
- 2) Certification from the competent authority stating that the company is in order with tax obligations that apply by law in the country of establishment.

3.5.2 Financial capacity

In case the tenderer is a company, the tenderer attaches to his tender a Certification from the competent authority stating that the company is in order with tax obligations that apply by law in the country of establishment.

3.5.3 Technical capacity

The tenderer will attach to his tender:

- A description of the structure of the company (if applicable);
- The detailed CVs of the persons who will deal with the dossiers, including academic degrees (certified by the respective certified diploma, continued or additional training attended, a list of files treated (with a short description of the issue at hand), and any related articles published.

To be selected, it must be clear from the CV(s) that the person(s) presented:

- Perfectly masters English language;
- That the person(s) hold(s) a specialisation (certified by a diploma) in English proficiency;

OR

- That the person(s) prove, through the list of files treated, that they have produced, over the past three years, at least 5 similar services as the ones concerned by this tender.

Important remark:

- The identity of the person identified in the tender will be an integral part of the public contract. These persons will themselves have to perform the services assigned to them by BTC.

3.6 Award

The most advantageous tender is selected based on an evaluation of the tenders taking account of the following criteria:

1) The relational and organisational methodology proposed (30 points)

The tenderer attaches to his tender a paper of maximum 5 double-sided pages with:

- The time needed for elaborating and dispatching response drafts to requests for services;
- How the service will be performed: With regard to consecutive/whispered interpreting, it may be decided, in coordination with the contractor, depending on the duration of the assignment, whether one or two interpreters are needed;
- The same shall apply to translation service where urgent translation for a large document is needed;
- His method for calculating costs and the method proposed for ensuring transparency vis-à-vis the client concerning the calculation of these fees.
- His availability (hours that the translator/company is available/accessible and respond to the requests)

2) An interview (30 points)

The tenderers that are selected (i.e. fulfilling the conditions fixed in point 3.5 above) will also be invited for an interview allowing them to answer a question raised.

During this interview, the tenderer will also be asked to further detail his/her relational and organisational methodology.

The Evaluation committee will award a mark out of 30 to the tenderer for the quality of this interview.

3) Costs (40 points)

The amount taken into account for comparing the tenders is the sum of the two lump-sums/day rate (40 points) for each lot as described in 3.4.3.1 above.

For the price criterion, each tender is awarded a score calculated as follows:

$$Ccp = 40 \times (Pob/Poc)$$

Where,

- **Ccp** = Score for the criterion of "price"
- **Pob** = Price of the lowest priced tender
- **Poc** = Price of the tender considered

3.7 Negotiations

Tenderer(s) with the most interesting tender(s) can be invited to present/detail their tender in writing or during a meeting with the contracting authority. If necessary, they will be invited to submit an improved tender.

3.8 Conclusion of the framework agreement

The framework agreement will be concluded with the 3 (selected) tenderers who have submitted the most advantageous tender. Where applicable, the tenders submitted may be improved at the request of BTC, on the basis of the criteria mentioned above. Notification is sent by courier.

However, in application of Art. 35 and 36 of the Law of 15 June 2006, the contracting authority may renounce to award the contract or redo the procedure, if necessary in another manner.

The full contract consists of the following documents:

- These Tender Specifications and its annexes;
- The tender and its annexes;
- The registered letter of notification of the award decision;
- The order forms;

- Any later documents that are accepted and signed by both parties (in the form of amendments).

3.9 Conclusion of public contracts arising from the framework agreement – the orders

For each order placed, when an event occurs justifying the order, BTC will contact the service providers with which it has concluded the framework agreement, following the cascade mechanism. This means that BTC will contact the tenderer who submitted the best tender (ranked first following the evaluation of the tenders submitted in response to these Tender Specifications) by e-mail and ask him to respond to the order within the time fixed in his tender. If that tenderer does not at the moment have the capacity to carry out the order within the deadline set or if he is not interested in the order for another reason, BTC will contact the service provider who submitted the second best tender (ranked second following the evaluation of the tenders submitted in response to these Tender Specifications). If this second tenderer cannot/does not wish to respond to the order, BTC will contact the service provider ranked third, etc.

The public contracts arising from the framework agreement will be validly concluded after acceptance by return mail from the service provider of the order sent and signed by Alain Devaux, Resident Representative at BTC in Vietnam, specifying the services to be provided as well as their quantity and place of delivery.

4 Special contractual provisions

This Chapter of these Tender Specifications holds the specific administrative and contractual provisions that apply to this public contract as a derogation of the General Implementing Rules or as a complement or an elaboration thereof. The numbering of the provisions below follows the numbering of the General Implementing Rules. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

4.1 Managing official (Art. 11)

The contractor will be notified of the identity of the managing official in the contract award notification letter.

Once the contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the contract with regards to its object and that remain in its scope.

However, the following are not part of the competence of the managing official: The signing of order forms (which remains the prerogative of the Resident Representative – see point 3.9), the signing of amendments or any other decision or agreement implying derogation from the essential clauses and conditions of the contract. For such decisions the contracting authority is represented as stipulated under point "The contracting authority".

Under no circumstances is the managing official allowed to modify the terms and conditions of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of its commitments to subcontractors does not release it of its liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The service provider commits to having the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any

replacements must be approved by the contracting authority.

4.3 Confidentiality (Art. 18)

The contractor commits to not advertising about this contract without the preliminary written agreement of the contracting authority. It may, however, refer to this contract for public procurement purposes only if it correctly indicates its status (e.g. 'in performance') and that the contracting authority has not withdrawn this permission because of poor performance of the contract.

4.4 Intellectual property (Art. 19 to 23)

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

4.5 Performance bond (Art. 25 to 33)

No performance bond is required for this framework agreement.

4.6 Conformity of performance (Art. 34)

The services must comply in all respects with the contract documents. Even in the absence of technical specifications in the contract documents, the services must comply in all aspects with good practice.

4.7 Provisional technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the mission to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

4.8 Performance modalities (Art. 146 et seq.)

4.8.1 Deadlines and terms (Art. 147)

The services must be performed within a period that is to be expressed in working days, which the tenderer will mention in his tender. This period starts as from the day following the date on which the service provider received the order form notification letter.

Since the performance period is an award criterion, not including it in the tender will bring about the substantial irregularity of the tender. All days are indistinguishably included in the period. These Tender Specifications provide that each request for advice or legal counsel addressed to the service provider will be the object of a separate order. Consequently, performance under the contract is dependent upon notification of each separate order. The order form is addressed to the service provider either by courier, by fax, by e-mail or by any other means through which the date of dispatch can be determined unambiguously.

Any further correspondence pertaining to the order form (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the service provider, the delivery period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it will inform the service provider in writing of which extension of the period is accepted.

These Tender Specifications provide for the following performance deadline, given in working days:

Punctual translation services (Lot 2) : the deadline of submission may not exceed two (2) working days from the reception of certain requests qualified as urgent.

When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the ordering service about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the services provider will ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.

In any event, complaints about the order form are not admissible any more if they are not submitted within 5 calendar days from the day following the date on which the service provider has received the order form.

4.8.2 Place where the services must be performed (Art. 149)

The services will be performed in Vietnam.

4.8.3 Evaluation of the services delivered

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

When the services have been performed, the quality and conformity of the services will be evaluated. A report of this evaluation will be drawn up. The original copy of this report will be sent to the service provider. Any services that have not been performed correctly or in conformity will be started again.

4.9 Liability of the service provider (Art. 152-153)

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider guarantees the contracting authority against any claims for

compensation for which he is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.10 Means of action of the contracting authority (Art. 44–53 and 154-155)

The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, the tenderer or the contractor from other public contracts concluded with BTC.

Any tender will be rejected and any public contract will be cancelled once it appears that the contract awarding or its performance induced the transfer of “extraordinary commercial expenditure”. Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due form referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal paradise, any commission transferred to a beneficiary that is not clearly identified or to a company that obviously merely serves as a façade.

In case of “extraordinary commercial expenditure”, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered and of the advantage that the contractor hoped to obtain by offering the advantage. The contracting authority will decide independently about the application and the amount of this fine.

This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the contract and /or the exclusion of contracts of the contracting authority for a determined duration.

4.10.1 Failure of performance (Art. 44)

§1 The contractor is considered to be in failure of performance under the contract:

1° when the delivery is not carried out in accordance with the conditions specified in the contract documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when it does not observe written orders, which are given in due form by the contracting authority.

§ 2 Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, is recorded in a report, a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. It may assert its right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report. Its silence is considered, after this time, acknowledgement of the facts reported.

§3 Any defects found on its part render the contractor liable for one or more of the measures provided for in Articles 45 to 49 and 154 and 155.

4.10.2 Fines for delay (Art. 46-154)

Fines for delay are not related to penalties provided under Article 45. They are due, without the need for notice, simply by the expiry of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

Notwithstanding the application of fines for delay, the contractor shall continue to guarantee the contracting authority against any claims for compensation for which it may be liable to third parties due to the delay in performance of the contract.

4.10.3 Measures as of right (Art. 47-155)

§1 When, upon expiry of the period mentioned in Article 44, § 2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the deadline given in Article 44, §2, when the contractor has explicitly recognized the defects found.

§ 2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part of the contract;

2° Performance under own management of all or part of the non-performed contract;

3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

4.11 End of the public contract

4.11.1 Acceptance of the services performed (Art. 64-65 and 156)

A representative of the contracting authority will closely follow up the services during performance. The identity of this representative will be communicated to the service provider at the time the service provider is to start performance.

The services will not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.

Compliance with commitments and the quality of services offered by the contractor will be evaluated at the end of every year. The contracting authority's decision to renew the contract or not will be based on this evaluation.

Upon expiry of the thirty-day period following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

4.12 Invoicing and payment of services (Art. 66 to 72 – 160)

All invoice disbursement requests will be signed and dated and include the statement "*Certified true and sincere for the amount of EUR...(amount in words)*". All invoices will also include:

- The title of the public contract
- The name and address of the public contract
- The project's Navision code
- The amount in figures and in words, excluding VAT and including VAT
- References of the service provider
- The bank account number of the account into which the transfer must be made must correspond to the number given in the tender.

Payment will be on the basis of invoices addressed to BTC. Every invoice will be accompanied by a sheet listing in detail the activities invoiced, the time needed for performance and the unit price. The invoice must be in euros.

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: Mr. Alain Devaux, BTC Resident Representative, F7, 14 Thuy Khue, TayHoDistrict, Hanoi, Vietnam.

Only services that have been performed in accordance with the technical prescriptions may be invoiced.

The contracting authority disposes of a period for verification of thirty days starting on the end date for the services, set in conformity with the modalities in the contract documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

The amount owed to the service provider must be paid to the service provider within thirty days as of the expiry of the verification period.

When the contract documents do not provide for any separate debt claim, the invoice shall constitute the debt claim.

In order for BTC to obtain the VAT exemption as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before the provisional acceptance.

No advance may be asked by the contractor and the payment will be made after provisional/final acceptance of each service delivery of a same order.

4.13 Litigation (Art. 73 of the Royal Decree of 14.01.2013)

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties shall consult each other to find a solution. If agreement is lacking, the Brussels courts are the only courts competent to settle litigation.

Where the dispute is subject to negotiations between the parties, and the decision of the contracting authority has been notified less than three months before expiry of these deadlines or has not yet been notified when they expire, they shall be extended until the end of the third month following the month in which notification of the decision is given.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor guarantees the contracting authority against any claims for compensation by third parties in this respect.

In case of "litigation", i.e. court actions, correspondence must (also) be sent to the following address:

Belgian Development Agency, public-law company
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Mrs Inge Janssens
Rue Haute 147
1000 Brussels
Belgium

5 Terms of reference

It concerns a public services contract to assist BTC in translation of documents and/or interpret in meetings from English to Vietnamese and vice versa.

5.1 Background

The Belgian Development Agency (BTC) is a public-law company with social purposes. BTC is the authorized administration for implementing ODA projects funded by the Government of the Kingdom of Belgium in Vietnam. BTC is working with the Vietnam Ministry of Planning and Investment, Ministry of Finance, Ministry of Education and Training, Ministry of Technology and Science, other line agencies, Provincial People Committees on a dozen of projects focusing on two areas: (i) - "Water and Sanitation management" under the context of Urbanisation and Climate Change and (ii) - "Good governance" in support of public administration reform.

5.2 Scope of the work and method

The consultancy service provider is to assist BTC in translating and interpreting from English to Vietnamese or vice versa. The work may include but are not limited to:

- Translating concepts, presentations, agreements, reports, ... as well as the related preparation and post processing (research of topic and technical terms, power point design etc.)
- Interpret meetings, consultations, seminars and trainings with project partner and target group as well s the related preparation, organizing and processing (Develop documentations, minute of meetings...)

For the terms and delay of delivery, reference is made to paragraph 4.8.1(above). Depending on the complexity of the request, the service will be delivered **as soon as possible** after the order form has been received and a report will be delivered to BTC.

The service provider must supply in his tender specific guarantees concerning the transparency of invoicing (see paragraph 4.12above).

Requirements:

- Advanced fluency in English and Vietnamese, both verbally and in writing;
- Preferable good experience with development projects;
- Advanced skills in using Microsoft Office applications (Word, Excel, PowerPoint etc.) ;
- Good liaison skills with relative parties ;
- Good presentation and public speaking skills ;
- Ability to work to deadlines, independently and in team;

- Dynamic, reliable, self-motivated, service-oriented;
- Rigorous, flexible, active and well organized ;
- Willingness to travel occasionally on short notice ;

6 Forms

6.1 Identification forms⁷

Name of the contractor: Legal form (only for company):	
Registered office (address):	
(only for company) Represented by the undersigned: Last name, first name: Capacity:	
Contact person: Telephone number: Fax number: E-mail address:	
National Social Security Office registration number or equivalent (only for company) Personal Income tax number (individual)	
Enterprise number (only for company):	
Account number for payments: Financial institution: Under the name of	

Last name, first name of the tenderer:	
Domicile:	
Telephone number: Fax number: E-mail address:	
Account number for payments: Financial institution: Under the name of:	

⁷ Form to be filled out in accordance with the legal or natural body status of the tenderer.

6.2 Tender Form

6.2.1 Lot 1

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the Tender Specifications and renounces to his own (sales) conditions. He/she commits to executing this public contract for the following price, in EUR and exclusive of VAT (written in figures).

The tenderer is asked to submit his/her price in the table below.

Lot 1:

Interpretation Services from English to Vietnamese and vice versa

Service	Unit Price (excl. VAT) in EUR
Simultaneous interpretation for meetings, workshops, conferences as required;	EUR / day
Non-simultaneous interpretation for meetings, workshops, conferences as required;	EUR / day

Signature

(preceded by the handwritten note "*read and approved by*", including full name and function)

.....

Place, date

6.2.2 Lot 2

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the Tender Specifications and renounces to his own (sales) conditions. He/she commits to executing this public contract for the following price, in EUR and exclusive of VAT (written in figures).

The tenderer is asked to submit his/her price in the table below.

Lot 2:

Translation Services from English to Vietnamese and vice versa

Service	Unit Price (excl. VAT) in EUR
Translation of technical and administrative documents from English to Vietnamese and vice versa;	EUR / page (minimum 350 words per page)
Edit of translated documents from English to Vietnamese and vice versa;	EUR / page

Signature

(preceded by the handwritten note "*read and approved by*", including full name and function)

.....
Place, date

6.3 Integrity Statement for the tenderers

Concerns the tenderer:

Domicile / Registered office:

Reference n° of the public contract: VIE215

To the attention of the Belgian Development Agency,

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or workers, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of the Belgian Development Agency.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with the Belgian Development Agency (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Specifications and I / we declare fully endorsing and respecting these articles.

I am / we are also aware of the fact that the personnel of the Belgian Development Agency are bound by the provisions of a Code of conduct, which states that: *“In order to ensure the impartiality of personnel, staff members are not allowed to solicit, demand or receive gifts, bonuses or any other kind of benefits for themselves or third parties, whether in exercising their function or not, when said gifts, bonuses or benefits are linked to that exercising. Note, that what matters most here is not so much the enrichment resulting from accepting gifts, bonuses or benefits of all kinds, rather than the loss of impartiality, which is required from the staff member when exercising his/her function. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered”*.

If above-mentioned contract is awarded to the tenderer, I/we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the contractor of the contract (i.e., members of administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to staff members of the Belgian Development Agency who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical position.
- Any (procurement) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the signer of this contract from other public contracts concluded with the Belgian Development Agency.
- The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that the Belgian Development Agency reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Signature

(preceded by the handwritten note: "*read and approved by:*" including the name and function)

.....
Place, date