



Tender Specifications

Public service contract
for realising a user satisfaction survey
of Enabel's 'Grants' instrument

Negotiated Procedure without Prior Publication

External reference: BXL-12994

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1 General remarks

1.1 Derogations from the General Implementing Rules

Chapter ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

These Tender Specifications do not derogate the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, 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). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may 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 Enabel is represented by Jean Van Wetter, Managing director, and Danny Verspreet, Director of Finances & IT.

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

The Belgian Law on Development Cooperation of 19 March 2013¹;

- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;

- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017;

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

² Belgian Official Gazette of 1 July 1999.

October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: the Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal state (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4 Rules governing the public contract

The following, among other things, apply to this public contract:

- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- 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 (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC:

³ Belgian Official Gazette of 18 November 2008.

⁴ <https://www.ilo.org/global/standards/lang--en/index.htm>

⁵ Belgian Official Gazette of 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette of 27 June 2017.

- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be; Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

The contractor/ service provider: The tenderer to whom the public contract is awarded;

The contracting authority: Enabel;

The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications, including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority;

Litigation: Court action;

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract; the subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements;

Controller in the meaning of the GDPR: The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;

Processor (subcontractor) in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

Recipient in the meaning of the GDPR: A natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not;

Personal data: Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it under the framework of this procedure with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

1.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>.

1.7 Deontological obligations

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

1.7.2. For the duration of the contract, the service provider and his staff respect human rights and undertake not to go against political, cultural or religious customs of the country where services are beneficiary. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organization (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.

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

1.7.4. 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, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public 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 appointees 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 rank.

1.7.6. The public contractor 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 desk review or on-the-spot check 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 his contract cancelled or to be permanently excluded from receiving funds.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

1.8 Applicable law and competent courts

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

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

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

2 Subject-matter and scope of the public contract

2.1 Type of contract

This public contract is a public contract for services.

2.2 Subject-matter of procurement

The overall objective of the survey is to know the stakeholders' perception of the 'grants' instrument within Enabel and for the beneficiaries, to identify the difficulties encountered, the improvements and developments expected, but also the elements which are considered to be the strong points of the system.

The specific objectives are to:

- Assess the adequacy between the contracting needs of interventions and the possibilities offered by the 'grants' instrument.
- Assess the performance of the grant instrument in achieving results in support of the objectives of cooperation interventions, particularly in terms of effectiveness and sustainability.
- Obtain feedback from grant recipients, both on the rules in force and on the interaction with Enabel as awarding, monitoring and controlling instance.
- Identify:
 - any changes, additions to the legal framework to be proposed to the Minister of Development Cooperation,
 - points of improvement of the normative framework within the area of Enabel's internal regulation (rules, procedures, templates, tools) both for the identification of opportunities and for the preparation, awarding, monitoring, control and evaluation of grants,
 - improvements to be made to the organisational framework (division of tasks and responsibilities, coordination, interdepartmental and headquarters-field consultation, identification and mobilisation of resources).

2.3 Lots

This public contract is not divided into lots.

2.4 Items

The public contract consists of conducting a survey and submitting an analysis in

accordance with the above objectives in order to determine the satisfaction of the stakeholders of the grants instrument.

(For more details, please refer to Chapter 5 - Terms of Reference)

The tenderer is required to quote prices for the following item:

- 'Grants' satisfaction survey: lump-sum amount

2.5 Duration of the public contract

The public contract commences upon award notification and ends upon acceptance of all services in accordance with the terms of reference and the tender, which may have been adapted during the negotiations.

The public contract resulting from the award of this public contract will be concluded for a maximum of sixty (60) calendar days (see also point 4.10.1).

2.6 Variants

Required and authorised variants may not be introduced.

Free variants are not permitted.

Each tenderer may submit only one tender. Variants are forbidden.

2.7 Option

Required and authorised options may not be introduced.

Free options are not permitted.

2.8 Quantity

Le poste unique de l'inventaire est basé sur un montant forfaitaire.

3 Awarding the public contract

3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 42, §1, °1, a) of the Law of 17 June 2016 because the expense that is to be approved, excluding the value-added tax, is lower than EUR 140 000.

3.2 Semi-official notification

3.2.1 Enabel publication

This public contract is posted on the website of Enabel (www.enabel.be).

3.3 Information

The awarding of this public contract is coordinated by Gino Amoussou. During this procedure, all contacts between the contracting authority and the possible tenderers about this public contract will exclusively pass through this person. Prospective tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 7 (**seven**) calendar days before the tender submission deadline, prospective tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Gino Amoussou (gino.amoussou@enabel) with Procurement@enabel.be in Cc and they will be answered in the order received.

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

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail.

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes the establishment of his price or the comparison of tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

The tenderer must use the tender form in annex. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The following forms must be used:

- Form 6.1 – Identification of the tenderer

- Form 6.1.4 – List of subcontractors
- Form 6.2 – Tender form
- Form 6.3 – Declaration on honour
- Form 6.4 – Integrity Statement for the tenderers.

The tenderer also includes in this tender (see also Chapter 6.5):

- all the documents requested concerning the award criteria (see point 3.4.6.3)
- the statutes and any other document necessary to establish the power of attorney of the signatory or signatories.

Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

- Form 6.1 – Identification of the tenderer
- Form 6.3 – Declaration on honour
- Form 6.4 – Integrity Statement for the tenderers
- The statutes and any other document necessary to establish the power of attorney of the signatory or signatories.
- The association agreement signed by each participant, clearly showing who represents the association.

The following information will be included in the tender:

- The name, first name, capacity or profession, nationality and domicile of the tenderer or, in the case of a legal person, its social purpose or corporate name, its legal form, its nationality, its registered office, its e-mail address and, where applicable, its enterprise number;
- The lump-sum unit price / the lump-sum unit prices in words and figures (excluding VAT);
- Applicable VAT percentage;
- The name of the person or persons, depending on the case, who has or have a mandate (power of attorney) for signing the tender;
- The function of the person or persons, depending on the case, who signs/sign the tender;
- The number and name of the account opened with a financial institution to which any payment under the public contract must be made;
- The full registration number of the tenderer with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) for Belgian tenderers or with an equivalent institution for foreign tenderers;
- Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.

The initial tender and the annexes to the tender form are drawn up in French or English.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

The tenderer clearly designates in his tender which information is confidential and/or

relates to technical or business secrets and may therefore not be divulged by the contracting authority.

3.4.2 Period the tender is valid

The tenderers remain bound by their tender for a period of 90 (ninety) calendar days from the tender reception deadline date.

The validity of the tender will be negotiated, if the deadline stated above is overrun.

3.4.3 Determination of prices

All prices given in the tender form must obligatorily be quoted in euro.

This public contract is a lump-sum price contract, i.e. a contract in which the global price is a flat fee that covers the whole performance of the contract or each of the items of the inventory.

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

3.4.3.1 Elements included in the price

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

The following are in particular included in the prices:

- The administrative management and secretariat;
- Travel, transportation and insurance;
- Documentation pertaining to the services;
- The delivery of documents or of pieces related to the performance;
- The packaging;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties for equipment and products used;
- Acceptance costs.

3.4.4 How to submit tenders?

The tenderer may only submit one tender per public contract.

The tenderer submits his tender as follows:

- The original copy of the tender must be submitted by electronic means only, to the address: gino.amoussou@enabel.be, with mailbox procurement@enabel.be in Cc, in PDF format or equivalent. An acknowledgement of receipt will be sent.

Tenders received in any other way or sent to other recipients will not be considered.

The tenders must be received by 10/02/2023 at 14h00 GMT+1 at the latest.

The tender documents must at least be signed with a simple electronic signature a handwritten and scanned signature.

Any tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted⁸.

3.4.5 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 the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

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 subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal must be communicated by the same means as for the submission of the tender (see Chapter 3.4.4).

Thus, a tender that is modified or withdrawn after the submission report has been signed means that a new submission report, signed in accordance with paragraph 1, must be sent.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

3.4.6 Selection of tenderers

3.4.6.1 Exclusion grounds

The obligatory and facultative grounds for exclusion are given in attachment to these Tender Specifications.

By submitting the signed Declaration on honour (point 6.3), the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

Art. 83 of the Royal Decree of 8 January 1996

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The following documents will be requested:

- 1) An **extract from the criminal record** made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
- 2) The document certifying that the tenderer fulfils his obligations regarding the **payment of social security contributions**, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.
- 3) The document certifying that the tenderer fulfils his obligations regarding the **payment of levies and taxes**, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

The above documents must be recent, meaning **established less than six months before the tender submission deadline date**.

For Belgian tenderers, the contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents. The contracting authority will itself check the tenderer's status in relation to points 2 and 3 via the Telemarc system.

3.4.6.2 Overview of the procedure

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to formal and material regularity. Irregular tenders will be rejected.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised.

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation committee. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

Then, the negotiation phase follows. With a view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once the negotiations are completed, the BAFOs will be compared against the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this public contract.

3.4.6.3 Award criteria

The contracting authority will choose the regular BAFO tender that it finds to be most advantageous, taking account of the following criteria:

- **Quality of the methodology proposed:** 35 points
 - the understanding of the assignment
 - the proposed approach, material and human resources
 - the schedule: the timetable and availability of the team
- **Quality of the portfolio, the profiles proposed and the experience of the candidates:** 30 points
 - Proven and shared experiences across the portfolio and the company/team profiles (including qualifications or areas of expertise - see 5.3)
- **Price of the tender:** 35 points.
The rating for this criterion will be calculated as follows:

$$\frac{\text{Lowest price offer}}{\text{Price of the tender}} \times 35$$

3.4.6.4 Final score

The scores for the award criteria will be added up. The contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the check shows that the Declaration on honour corresponds with reality.

3.4.6.5 Awarding of the public contract

The public contract will be awarded to the tenderer who has submitted the economically most advantageous tender.

Notice though that, in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority may either decide not to award the contract, either redo the procedure, if necessary through another award procedure.

3.4.7 Signing of the public contract

3.4.7.1 Concluding the public contract

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via e-mail and, on the same day, by registered post.

So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;

- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In view of transparency, Enabel undertakes to annually publish the list of contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

4.1 Managing official (Art. 11)

The managing official is Sébastien COPPIETERS, e-mail: sebastien.coppieters@enabel.be.

Once the public 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 or her, unless explicitly mentioned otherwise in these Tender Specifications.

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

The managing official is fully competent for the follow-up of the satisfactory performance of the public 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 public contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under the point 'Contracting authority'.

Under no circumstances is the managing official allowed to modify modalities (e.g. performance period) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement derogating 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 his commitments to subcontractors does not relieve him of 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 undertakes to having the public 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 public contract. Any replacements must be approved by the contracting authority.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3 Confidentiality (Art. 18)

The knowledge and information gathered by the contractor under the framework of this public contract is strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, where applicable, to carry out this public contract (particularly regarding the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the existence and/or content of this public contract.

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it under the framework of this procedure with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.4.2 Processing of personal data by the contractor

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28 §3 of the GDPR).

4.5 Intellectual property (Art. 19 to 23)

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

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the creation,

manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

4.6 Performance bond (Art. 25 to 33)

For this contract no performance bond is required.

4.7 Conformity of performance (Art. 34)

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

4.8 Changes to the public contract (Art. 37 to 38/19)

4.8.1 Replacement of the contractor (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the contract.

4.8.2 Revision of prices (Art. 38/7)

For this public contract, price revisions are not permitted.

4.8.3 Unforeseen circumstances (Art. 38.11)

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.8.4 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly when it considers that the contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the contract.

4.8.5 Re-examination provision: replacement of an expert

The expert proposed in the tender for the execution of the services may be replaced in accordance with the following conditions and procedures:

- The contractor will submit all the documents required for the assessment of an expert to the managing official (based on the award criteria);
- The profile of the proposed expert must be equivalent to the profile he/she will replace. The profile will be assessed against the award criteria set;
- The tenderer must give reasons for the request to replace an expert.

The contracting authority reserves the right to refuse the replacement proposed. If the service provider can no longer ensure the participation of the expert proposed in the tender, this may be considered a failure of performance and may be treated as such.

4.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to request an activity report at any time of the assignment from 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...).

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services must be delivered within sixty (60) calendar days, i.e. twenty-eight (28) person-days; from the date of the kick-off meeting (see also point 2.5).

4.11 Inspection of the services (Art. 150)

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.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

4.12 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 indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.13 Zero tolerance of sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.14 Means of action of the contracting authority (Art. 44–51 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.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees 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 rank.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. 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 from procurement by the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

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

1° when performance is not carried out in accordance with the conditions specified in the procurement documents;

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

3° when he does not observe written orders, which have been given in due form by the contracting authority.

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

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.14.2 Fines for delay (Art. 46 and 154)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the public contract.

4.14.3 Measures as of right (Art. 47 and 155)

§1 When, upon expiry of the term given 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 term given in Article 44, §2, when the contractor has explicitly recognised the defects detected.

§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;

2° Performance under regie 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.

4.15 End of the public contract

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

The managing official will closely monitor the services during their execution.

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

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, established in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term 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.

The acceptance specified above is final.

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

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

Sébastien COPPIETERS

Enabel

Rue Haute 147,

1000 Brussels

e-mail: sebastien.coppieters@enabel.be

CC: mailbox.accounting@enabel.be

Only service delivery that has been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, established in conformity with the modalities in the procurement 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 within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice.

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in EUROS.

4.16 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings.

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 indemnifies the contracting authority against any claims for compensation by third parties in this respect.

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

Enabel, Public-law company
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Inge Janssens
Rue Haute 147
1000 Brussels
Belgium

5 Terms of reference

5.1 General information - Background

5.1.1 Introduction Enabel

Enabel is the Belgian development agency. It implements Belgium's governmental cooperation. The agency also works for the account of other national and international donors. With its partners in Belgium and abroad Enabel offers solutions addressing pressing global challenges: Climate Change, Urbanisation, Human Mobility, Peace and Security, Economic and Social Inequality, and Global Citizenship. With 1800 staff, Enabel manages about 150 projects in more than twenty countries, in Belgium, Africa and the Middle East.

In order to encourage broad ownership of the development results pursued by its interventions and to promote their sustainability, Enabel seeks to establish partnerships with the most legitimate actors in the institutional landscape and when necessary engages in a capacity development process with these actors. In this spirit, Enabel outsources an increasing proportion of the execution of its portfolio activities to third parties through grants.

5.1.2 Background

Before the legal reform that led to the 'creation' of Enabel, BTC already had a legal basis for awarding grants to actors pursuing objectives converging with the cooperation programmes, but without a Belgian legal framework specifying the implementation modalities. Various tools (models) have been developed, inspired in particular by the practices in force for the European Union.

Since its creation, Enabel has had such a legal framework, which sets out the methods of implementation and provides a framework for awarding grants within its interventions, mainly through the "Royal Decree on the Awarding of Grants by Enabel and control thereof", but there are also some guiding elements in the Enabel Law and in the first Management Contract. The entire internal "Grants" normative framework in force at Enabel has been adapted and completed in order to comply with this "new" legal framework.

Regular improvements are made in order to increase efficiency and effectiveness and to adapt to the specific situations encountered in the various countries, with different types of actors or linked to the different sectors of intervention.

The Enabel set of Grants rules, guidance and tools and their application in interventions have been assessed as satisfactory by the European Union, giving Enabel "Pillar assessed" status for this area.

All normative elements (Guide, tools, templates) are available on the "Grants" page of the Enabel Intranet.

Between 2019 and 2021, approximately 370 grants have been awarded for a total amount of about EUR 260 million. The frequency of use of grants in implementing interventions and the related financial volume is constantly increasing. The type of beneficiary actors is very varied, ranging from very large professional international NGOs to local civil society actors, from local, Belgian or international public organisations to social economy actors.

5.2 Description of the services

5.2.1 General objectives

The overall objective of the survey is to know the stakeholders' perception of the 'grants' instrument within Enabel and for the beneficiaries, to identify the difficulties encountered, the improvements and developments expected, but also the elements which are considered to be the strong points of the system.

5.2.2 Specific objectives

The specific objectives are to;

- Assess the adequacy between the contracting needs of interventions and the possibilities offered by the 'grants' instrument.
- Assess the performance of the grant instrument in achieving results in support of the objectives of cooperation interventions, particularly in terms of effectiveness and sustainability.
- Obtain feedback from grant recipients, both on the rules in force and on the interaction with Enabel as awarding, monitoring and controlling instance.
- Identify:
 - any changes, additions to the legal framework to be proposed to the Minister of Development Cooperation,
 - points of improvement of the normative framework within the area of Enabel's internal regulation (rules, procedures, templates, tools) both for the identification of opportunities and for the preparation, awarding, monitoring, control and evaluation of grants,
 - improvements to be made to the organisational framework (division of tasks and responsibilities, coordination, interdepartmental and headquarters-field consultation, identification and mobilisation of resources)

5.2.3 Requested services

5.2.3.1 Stakeholders to be involved

- Intervention teams that design and monitor the implementation of grants (Intervention Managers (IM)s, Technical Assistant)
- The Finance and Contract support services (Administrative and Financial Manager (RAF), Expert in Contracting and Administration (ECA), Controller, grants experts, etc.)
- The 'head office' support and/or control departments also in charge of the regulatory framework (Contract Fin, Modops, L&A compliance)
- Field and head office validators (Country Portfolio Managers (CPMs), Resident Representatives, Operation Managers (OMs), Ops Director, Finance Director)
- Formulators of portfolios (and) interventions (mainly EST and PECOPS)
- The advisors in charge of technical support for interventions (EST)

- The grant beneficiaries: public and private organisations meeting the criteria set out in the Enabel Law:
 - National public actors (of the partner countries where the cooperation actions take place)
 - Belgian and European public actors
 - Belgian or European (or even international USA, UK...) private actors
 - National private actors (of the partner countries where the cooperation actions take place)
 For which a distinction will be made between:
 - Non-profit associations and foundations
 - Private for-profit legal bodies for which profit maximisation is not the primary purpose.

5.2.3.2 Scope of the survey

Stakeholder satisfaction will be measured and their recommendations will be sought on the following elements

Enabel stakeholders

- The relevance of the grant instrument to the contractual needs of intervention teams in the implementation of development strategies
- Available guides, tools and templates (qualitative and quantitative perception), including the Call for Proposals publication website
- Capacity building actions: training, e-learning
- The support available to field teams in the awarding and administration of grants (head office and field entities)
- The adequacy and practicability of the following normative elements:
 - The requirements for organisational analysis
 - Validation processes for direct grant opportunities (beneficiary selection)
 - The direct award procedure
 - The various procedures for Calls for Proposals
- The quality of the guidelines made available to beneficiaries by Enabel
- Internal control mechanisms (internal validation circuits and processes)
- The quality of the proposals obtained by category of beneficiaries
- The conditions and procedures for the control by Enabel of the use of the grants by the beneficiaries
- The requirements for reporting
- The "performance" of grant recipients in achieving the expected results
- The relevance of the "grants" instrument for the capacity building of beneficiaries

Beneficiary stakeholders

- The direct award procedure

- The Call for Proposals procedures
- The quality of the guidelines made available by Enabel. (Do they make it possible to identify expectations and therefore to respond adequately?)
- Communication with Enabel before and after the grant is awarded
- The Calls for Proposals publication website
- Constraints on the use of the funds received
- The conditions and procedures for the control by Enabel of the use of the grants by the beneficiaries
- The requirements for reporting
- For grant recipients active in various countries, Enabel's consistency in procedures, requirements and controls across its various representations.

For these different areas of analysis, the data and recommendations will be reported in aggregated format and disaggregated by stakeholder category.

5.2.3.3 Methodology

The consultant will propose a methodology for an online survey:

- based on a questionnaire with "closed" and "open" items, the latter allowing participants to formulate recommendations
- and on the basis of a sample that distinguishes the perceptions and recommendations of the various categories and sub-categories of stakeholders. (disaggregation of data)
- also including a number (about 15) of structured (remote) interviews targeted at the Enabel functions most involved in the operational supervision of grants (CPMs, ECAs, RAFs)
- Surveying will be in English and French and the questionnaire should therefore be available in both languages.

5.2.4 Indicative Work plan

Chronological indication and indicative number of person-days including involvement of a lawyer.

- **Step 0: Preparation, documentary analysis 2 person-days**
- **Step 1: Kick-off meeting (Enabel -- Provider)(Day 1) 1 person-day**
 - Clarify the objectives of the survey
 - Finalise the methodology and work plan.
- **Step 2: Construction of samples 2 person-days**
 - Estimating the overall sample size
 - Select the stakeholders to be interviewed

- Build up a targeted structured interview sample
- Exchanges with Enabel on samples.
- **Step 3: Elaboration of the questionnaire 4 person-days**

It should be simple and easy to understand to maximise the response rate.

- Organising the global questionnaire
- Formulate the questions
- Translation in English
- Exchanges with Enabel on proposed questionnaire
- Identify the elements of the questionnaire to be addressed in more detail in the targeted structured interviews.
- **Step 4: Interim meeting (Enabel-- Provider)(Day 15) 1 person-day**
 - Validation of the questionnaire and samples (Interim report).
- **Step 5: Conducting the survey (Days 16 to 35) 6 person-days**
 - Test the questionnaire
 - Launch the online survey
 - Conduct the targeted structured interviews.
- **Step 6: Analysis of the survey and extraction of the results (Day 36 to 50) 10 person-days**
 - Retrieve responses / tabulate
 - Check participation against the sample
 - Analyse the data and integrate the results
 - Analyse, categorise, synthesise and prioritise recommendations
 - Draft of the draft report.
- **Step 7: Debriefing meeting (Day 51) 1 person-day**
 - Presentation of Draft report and discussion of results and recommendations.
- **Step 8: Draft of the Final report (Day 60) 1 person-day**

5.3 Expert profiles or expertise requested

5.3.1 Number of experts requested per category and number of person-days per expert or per category

- The team will be led by a project manager who is an expert in satisfaction surveys, with at least a 5-year degree in Statistics/Mathematics/Marketing/Management or a similar discipline, and 5 years of experience in the area.

- A jurist specialised in public law and experienced in issues of grants as used by Enabel will be involved in completing the report in order to analyse the legal feasibility of the recommendations resulting from the survey, including those that could lead to the adaptation of the legal framework applicable to Enabel for managing grants.

The tenderer may propose any other support staff considered useful for the survey. The remuneration of these support staff will be included in the tender.

All team members should be fluent in English or French and operate autonomously in the other language.

5.4 Reports – Deliverables and duration of the assignment

5.4.1 Deliverables⁹

An Interim report including the full questionnaire and sample: 15 days after the start of the assignment,

A Draft report 51 days after the start of the assignment,

A Final report 9 days after the Draft report, including the questionnaires completed by the participants and the summary of the structured interviews.

5.4.2 Duration of the assignment

The indicative duration of the assignment is 60 calendar days and 28 person-days of working.

5.5 Documentation

- Grants Intranet page (Grants Guide and annexes, related Guides)
- Law changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency
- Royal Decree approving the first Management Contract contracting the federal State and Enabel, the Belgian development agency, public-law company with social purposes
- Royal Decree on the Awarding of Grants by Enabel and control thereof
- List of stakeholders by category and sub-category and contact details (after contract signature)

⁹ All deliverables should be written in English.

6 Forms

6.1 Identification form

6.1.1 Natural person

To fill the form, please click here : <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

I. PERSONAL DATA	
FAMILY NAME(S) ¹⁰	
FIRST NAME(S)	
DATE OF BIRTH	
DD	MM YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD	PASSPORT DRIVING LICENCE ¹¹ OTHER ¹²
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER ¹³	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION ¹⁴	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?	BUSINESS (if applicable) NAME
YES NO	VAT NUMBER
	REGISTRATION NUMBER
	PLACE OF REGISTRATION
	CITY
	COUNTRY
DATE	SIGNATURE

¹⁰ As indicated on the official document.

¹¹ Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

¹² Failing other identity documents: residence permit or diplomatic passport.

¹³ See table with corresponding denomination by country.

¹⁴ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2 Private/public legal body with legal form

To fill the form, please click here : <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>

OFFICIAL		NAME¹⁵	
BUSINESS (if different)		NAME	
ABBREVIATION			
LEGAL FORM			
ORGANISATION	FOR PROFIT		
TYPE	NON FOR PROFIT	NGO¹⁶	YES NO
MAIN REGISTRATION NUMBER¹⁷			
SECONDARY REGISTRATION NUMBER			
(if applicable)			
PLACE OF MAIN			
REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION			
	DD	MM	YYYY
VAT number			
ADDRESS OF			
HEAD OFFICE			
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

¹⁵ National denomination and its translation in EN or FR if existing.

¹⁶ NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.

¹⁷ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.3 Public-law body¹⁸

To fill the form, please click here :

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>

OFFICIAL		NAME¹⁹	
ABBREVIATION			
MAIN REGISTRATION NUMBER²⁰			
SECONDARY REGISTRATION NUMBER			
(if applicable)			
PLACE OF MAIN			
REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION			
	DD	MM	YYYY
VAT NUMBER			
OFFICIAL	ADDRESS		
POSTCODE		P.O. BOX	
		CITY	
COUNTRY		PHONE	
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

¹⁸ meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

¹⁹ National denomination and its translation in EN or FR if existing.

²⁰ Registration number in the national register of the entity.

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Subject

6.2 Tender form - Price

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications and the Terms of reference and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own sales conditions.

Items	Description	Type	Total price in euros (VAT not included)	VAT %
1	Enabel 'Grants' satisfaction survey	Lump-sum amount		
TOTAL PRICE EXCLUDING VAT (IN EUR):				
TOTAL PRICE INCLUDING VAT (IN EUR):				

The tenderer declares on honour that the information given is accurate and correct and that it has been established while fully aware of the consequences of misrepresentation.

Certified true and sincere,

Done at, on

Handwritten original signature(s):

6.3 Declaration on honour – Exclusion grounds

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer declare that the tenderer is not in any of the following cases of exclusion:

- 1) The tenderer nor any of its ‘directors’[1] was found guilty following an indefeasible judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or financing of terrorism
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° establishment or creation of a shell company.
- 2) The tenderer has failed to fulfil his obligations to pay taxes or social security contributions for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The tenderer is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
- 4) When Enabel can demonstrate by any appropriate means that the tenderer or any of its directors has committed serious professional misconduct which calls into question his integrity.

The following are considered such serious professional misconduct, among others:

- a. A breach of Enabel’s Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel’s Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition.

The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) Significant or persistent failures by the tenderer were detected during the execution of an essential obligation incumbent on him in the framework of a past contract with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

- 7) Restrictive measures have been taken vis-à-vis the tenderer with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and proliferation of weapons of mass destruction.

The tenderer or one of its directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions:

For the United Nations, the lists can be consulted at the following address:

https://finance.belgium.be/en/about_fps/structure_and_services/general_administrations/treasury/financial-sanctions/international

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

<https://finance.belgium.be/en/treasury/financial-sanctions>

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

6.4 Integrity Statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public 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 Enabel.
- 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 Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and the fight against corruption of this public contract (see 1.7.) as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

If above-mentioned public 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 public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
- Any (public) 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 will be considered serious professional misconduct and will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- 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 desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that Enabel 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 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

6.5 Documents to be submitted – exhaustive list

- Identification form (6.1.1, 6.1.2 or 6.1.3, depending on your status) and list of subcontractors (6.1.4) who will be involved in the performance of the public contract if you/your organisation is/are awarded the public contract. To be completed in full and signed (by each participant in case of a tender submitted by a consortium of economic operators).
- Declaration on honour - exclusion criteria (6.3) - completed and signed (by each participant in case of a tender submitted by a consortium of economic operators).
- Integrity Statement for the tenderers (6.4) - completed and signed (by each participant in case of a tender submitted by a consortium of economic operators).
- Documents pertaining to award criteria:

Your proposal must include at least the following:

- o A sample of completed work: Substantiate your experience of at least 5 years in the field of satisfaction surveys and present some examples of surveys conducted in areas comparable to that of grants.
 - o A description (bio) of the expert who will be involved in the preparation, execution and relative analyses of the said survey: Present yourself and attach your C.V.
 - o A proposed methodology: Show your understanding of the assignment and provide an approach for its implementation;
 - o Timetable: detailed project timetable, in accordance with the indicative work plan mentioned above (5.2.4).
 - o Tender form - Price (6.2) completed in full and signed (by each participant in case of a tender submitted by a consortium of economic operators).
- A document detailing the prices quoted in the Tender form - Price, so that the contracting authority can clearly understand the elements that are included in the price.
 - Where the tender is signed by an authorised representative, it will clearly state the authorised representative or representatives. The authorised representative attaches the electronic authenticated deed or the private power of attorney or a scanned copy of the power of attorney (for each participant if the tender is submitted by a group of economic operators). He or she refers, where appropriate, to the number of the annex to the Belgian Official Gazette where the deed was published, mentioning the page(s) and/or the parts concerned.
 - If the tender is submitted by a group of economic operators, the association agreement is signed by each participant, clearly showing who represents the association.

- The documents regarding the grounds for exclusion (cf. 3.4.6.1) (for each participant if the tender is submitted by a group of economic operators) will only be requested from the successful tenderer.