



Services procurement contract for

“An evaluation of Enabel’s 2030 Organisational
Strategy and its implementation since 2020”

Direct Negotiated Procedure with Prior Publication

External reference number **BXL-13463**

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1 General provisions

1.1 Derogations from the General Implementing Rules

Section 4 ‘*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 procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

1.2 Contracting authority

The contracting authority of this public procurement 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 the 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 procurement contract, Enabel is represented by Jean Van Wetter Enabel’s General Director who will sign the award letter and is mandated to represent the company towards third parties.

1.3 Institutional setting 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: We mention 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 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

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.

³ Belgian Official Gazette of 18 November 2008.

Labour Organisation⁴ 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 in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) 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 procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁷;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement contracts.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- << [local legislation with regards to sexual harassment at the workplace or equivalent]
- 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.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

⁴ <http://www.ilo.org/ilolex/french/convdisp1.htm>.

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

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 procurement contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: Enabel, represented by Jean Van Wetter, General Director;

The tender: Commitment of the tenderer to perform the procurement 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 procurement 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 14.01.2013 establishing the General Implementing Rules for public procurement contracts 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 any person as an inducement or reward for performing or refraining from any act relating to the award of a procurement contract or performance of a procurement 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.

Sub-contractor or processor 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 in response to the Call for Tenders 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 procurement contracts for Enabel.

1.7.2. For the duration of the procurement 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.

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 procurement 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 agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

1.7.6. The contractor of the procurement 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 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 procurement 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 procurement 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 procurement contract

2.1 Type of procurement contract

This procurement contract is a services procurement contract. (CPV : 79419000 4 Evaluation consultancy services)

2.2 Subject-matter of the procurement contract

This services procurement contract consists in the performance **an evaluation of Enabel's 2030 Organisational Strategy and its implementation since 2020**, in conformity with the conditions of these Tender Specifications.

2.3 Lots

The procurement contract has one (1) lot, which is indivisible. A tender for part of a lot is inadmissible.

In accordance with article 58 of the law, the contracting authority decides not to allocate the contract.

This strategic evaluation aims at appraising the strategic orientations taken in 2020 by Enabel as part of its “2030 Strategy”, assessing its relevance and coherence in the evolving context of international cooperation, and making recommendations to perfect its implementation.

The division into several lots would create technical difficulties linked to the coherence of the methodological approaches and the proposed results. The description of the lot is included in Section 5 of these Tender Specifications.

2.4 Items

The procurement contract consists of the following items:

- Evaluation of the performance of Enabel's 2030 organizational strategy.

(See also Section 5)

2.5 Term of the procurement contract

The procurement contract starts upon award notification and expires after acceptance of all the services in accordance to the Terms of Reference and the offer that may have been adapted during the negotiations.

2.6 Variants

Each tenderer may submit only one tender. Variants are forbidden

2.7 Quantity

The two item inventory are based on global prices.

- Evaluation of the performance of Enabel's 2030 organizational strategy.

The total contract is estimated at 120 man-days for all the team's services.

3 Subject-matter and scope of the procurement contract

3.1 Award procedure

Direct Negotiated Procedure with Prior Publication in application of Article 41,§1 1° of the Law of 17 June 2016.

3.2 Semi-official notification

3.2.1 Official publication

This procurement contract is officially advertised in the Belgian Public Tender bulletin.

3.2.2 Further notification

This procurement contract is published on the online version of the 'Supplement to the Official Journal' of the EU, dedicated to European public procurement.

This procurement contract is published on the Enabel website (www.enabel.be).

3.3 Information

The awarding of this procurement contract is coordinated by Sir Gino Amoussou : gino.amoussou@enabel.be. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service / 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.

Up to **5 (five)** working days before the final date of submission of tenders, candidate-tenderers may ask questions in writing about these Tender Specifications and the procurement contract.

The procurement documents can be consulted free of charge at the following internet address: [Public procurement - Enabel - Belgian Development Agency |](#).

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

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the Tender Specifications that are published in the Belgian Public Tender bulletin or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare 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 annexe. 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 tender and the annexes to the tender form are drawn up in English.

The form to be used are the following

- Form 6.1 – Identification form
- Form 6.1.4 - List of Subcontractors
- Form 6.2 - Tender Forms – prices
- Form 6.3 - Declaration on honour – exclusion criteria
- Form 6.4 - Integrity statement for the tenderers

The bidder shall also attach to their bid (see also Chapter 5):

- All requested documents regarding the award criteria
- Articles of Association and any other document necessary for establishing the proxy of the signer(s)

If the tender is submitted by a consortium of economic operators, it must include a copy of the following documents for each consortium member:

- Form 6.1.4 - List of Subcontractors
- Form 6.3 - Declaration on honour – exclusion criteria
- Form 6.4 - Integrity statement for the tenderers
- Articles of Association and any other document necessary for establishing the proxy of the signer(s)
- The signed association agreement by each participant clearly indicating the representative of the consortium.

The following information shall be provided in the tender:

- The tenderer's full name, first name, title or profession, nationality, and address; or if the tenderer is a legal entity, its social purpose or corporate name, form, nationality, registered office, email address, and, if applicable, its company number.
- The lump sum unit price / lump sum unit prices in words and figures (excluding VAT).
- The VAT percentage.
- The name of the person(s) authorized to sign the tender.
- The position of the person(s) signing the tender.
- The account number and name of the financial institution where all payments related to the public contract should be made.
- The complete registration number of the tender with the Belgian Crossroads Bank for Enterprises or any equivalent institution for foreign bidders.
- Participants in a consortium of economic operators must designate a member of the consortium who will represent it before the contracting authority.

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 are bound by their tender for a period of ninety 120 calendar days from the 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 EUROS.

This procurement contract is a “lump sum contract”, meaning a contract in which a flat rate price 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 an on-site audit to check the correctness of the indications supplied.

3.4.3.1 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 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 only per procurement contract.

The tenderer submits his tender as follows:

The original documents composing the tender must be submitted electronically only in PDF or equivalent format to the following address: gino.amoussou@enabel.be, with the Mailbox procurement@enabel.be in CC. An acknowledgment of receipt will be sent to you.

The tender must be received **before Monday 4th September 2023 at 12:00 pm (UTC+2)**

In accordance with rules applicable to means of communication, only tenders submitted by electronic means are accepted.

Consequently, it is not allowed to submit a tender on paper and the contracting authority will only take into account the tender submitted by electronic means.

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted⁹.

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 may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

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 mandatory and optional exclusion grounds are given in attachment to these Tender Specifications.

By submitting this tender, 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 exactitude of this Declaration on honour for the tenderer with the best tender.

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 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.

3.4.6.2 Selection criteria

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 procurement contract :

1. The tenderer must demonstrate that they have worked on at least one evaluation of an organisational strategy for a development cooperation agency or an international organization in Africa, and/or at least two strategic evaluations during the 5 last years. They must submit the relevant certificates of satisfactory execution for these projects/contracts and the final reports.

2. The tenderer must demonstrate, by submitting the relevant certificates of satisfactory execution for these assignments/contracts, to have succeeded in conducting at least 2 similar assignments (among the abovementioned or in addition to them) for a value of 120.000 EUR (VAT excluded) each in the last 5 years.

3.4.7 Evaluation of the tenders

3.4.7.1 Overview of the procedure

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

To be considered regular, the tenders shall give evidence of the following elements by submitting the requested documents/means of proof:

1. **Availability and exclusivity of the staff** indicated as part of the team. Requested document declaration of availability and exclusivity signed by each component of the team
2. **Language skills:** The Lead Senior Expert must have perfect knowledge of English and of French and the rest of the team must demonstrate a perfect knowledge of English and working knowledge of French. Language skills will be proven by providing either the documents or other means of proof indicated hereinafter:
 - 5 years of professional experience in both languages OR
 - EN and/or FR is one language in which the higher education was carried out OR
 - Proof of successful completion of an official certification test (eg TOEFL) OR
 - Interview opportunity
3. **Writing skills EN/FR for Lead Senior Expert:** this element will be assessed based on 1 example of a written report which is at most three years old (for similar services in the working languages of the lot and for which the proposed expert was the main author).

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularized during the negotiations.

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. 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. In 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 minimum requirements and 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 negotiations have closed, the BAFO will be compared with 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 procurement contract.

The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

3.4.7.2 Award criteria

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

- Award based on the principle of best value for money, which entails an evaluation of both the price or cost and the criteria associated with quality factors.

Award criteria :

A. Qualitative criteria (70 points maximum)

1. Clear understanding of the Terms of Reference and evaluation purpose along with the intended uses and users of the evaluation results. Clear understanding of trends in the development cooperation and aid sector, and geopolitics of development in Africa **(5/70 points)**

Proof is provided by: A description of maximum 2 pages in A4 recto-verso format of a short evaluation roadmap describing the evaluation design proposed and outlining the key elements and challenges at stake with this assignment.

2. Methodology **(35/70 points):**

Proposition of a methodology that:

- a) Includes a calendar displaying the phases of evaluation and submission of deliverables, considering the end of march 2024 as the estimated end of execution date **(5/35 points)**
- b) Encompasses the OECD-DAC norms and standards for development evaluation and the integration of such norms and standards in the quality assurance and working mechanisms of the tenderer's organisation **(5/35 points)**

- c) Includes the elements and principles described in the “Evaluation criteria” section, proposing an approach adapted to

(15/35 points) :

- respond to the objectives of the evaluation and evaluation questions: evaluate the relevance and the coherence of the object of the evaluation (10/15 points);
- overall participatory approach used for the evaluation to involve the different stakeholders (5/15 points)

- d) approaches for the

case studies highlight key findings

(5/35 points)

- e) Demonstrates and justifies the value of arranging site visits for potential case studies

(5/35 points)

There are no initial plan to conduct field visits for this evaluation, nevertheless if judged necessary/fundamental by the tenderer, they must motivate and justify the need to conduct them in the submitted methodology. These missions have to fit in the timetable proposed by the tenderer.

Proof is provided by:

A description of maximum 8 pages in A4 of the proposed methodology with specific reference to each of the above points. More specifically, with reference to point c), the document will explain how the tenderer will address all the elements mentioned in the “Phases and deliverable” part -See technical specifications section- (minimum 4 pages). The methodology will be evaluated according to the appreciation elements listed under points b), c).

The document will include a description of the distribution of responsibilities within the evaluation team in conducting the whole evaluation process.

3. The competences of the evaluation team mobilised to guarantee an excellent quality in terms of organisation/coordination and strategic/technical analysis throughout the evaluation process and quality deliverables. **(30/70 points) :**

Proof is provided by:

At least 2 CVs of experts covering the topics of the public contract. They must demonstrate based on clear evidence the competence, capacity to carry out the full analytical exercise in a participatory way and excellent reporting skills.

(*) Table of Description of profiles, requirements and award criteria			
A.	CORE TEAM	Total 30 points	
A 1	Profile n. 1: Team Leader The profiles who meet this minimum criteria will be evaluated on the basis of the following elements	15 points max	<u>Name and Surname of the expert:</u>
			Describe how the expert meets the minimum criteria listed in “The expected profile” section.

	Academic background Professional experience: <ul style="list-style-type: none"> - Relevant professional experience in strategic evaluations at organisational level targeting senior decision-makers. - Experience in organizing and steering complex evaluation processes that involve a variety of stakeholders and require a high degree of coordination. - Strong experience in the use of utilization-focused evaluation and participatory evaluation approaches. - Strong experience in any of the regions relevant to the assignment. - Strong knowledge of development policies and organizational evaluation. - Experience in managing evaluation teams. - Strong facilitation skills of diverse groups of people (Board of directors, Management team, organization staff at different levels, national partner countries representatives, etc.) - Demonstrates analytical skills and high-level strategic thinking. - Strong communication, facilitation and writing skills. - Ability to write concise and analytical report with excellent presentation skills. - A strong interest in evaluation of public policies and in development cooperation 		-
A 2.	<u>Profile 2</u> Senior Expert in development geopolitics in Africa The profiles who meet this minimum criteria will be evaluated on the basis of the following elements	10 points max	<u>Name and Surname of the expert:</u> Describe how the expert meets the minimum criteria listed in "The expected profile" section.
	Academic background Professional experience: <ul style="list-style-type: none"> - Professional experience in the provision of policy, analytical, and strategic advisory support to organizations 		

	<ul style="list-style-type: none"> - Knowledge of the dynamics of development geopolitics in Africa and drivers of development change - Expertise in analytical fields of international development cooperation, international policy, social and/or development science - Good knowledge of ongoing debates on international development cooperation, new development cooperation models, - Solid knowledge of the evolution, context and key actors of international development cooperation - Experience in the sector of global aid, development cooperation think-tank, or academic/research experience in this sector and partnership North-South - Proven working experience working with African institutions and familiar with development challenges in Africa - Good understanding of development issues across African countries - Strong communication, facilitation, analytical and writing skills 		
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B	ADDITIONAL COMPETENCES	5 points max	Name and Surname of the expert:
	These competencies will be evaluated on the basis of the provided CVs		
B1	Expertise in organizational strategy evaluation, and evaluation of public policies		
B2	Expertise in development cooperation		
B3	Expertise in quality control of evaluation reports		

B. Price criteria (30 points maximum)

The score for this criterion will be as follows:

$$\frac{\text{Lowest price} \times 30}{\text{total price of the tender}}$$

The quotations for the award criteria 1 (on 70 points) and award criteria 2 (on 30 points) will be summed to obtain the final rating (on 100).

The expected profiles

The Core Team will be composed by:

1. Team leader, coordinating the evaluation.
 - At least 10 years of relevant professional experience in strategic evaluations at organisational level targeting senior decision-makers.
 - Experience in the use of utilisation-focused evaluation and participatory evaluation approaches.

Academic background:

- Minimum university master's degree

Professional experience:

- At least 10 years of relevant professional experience in strategic evaluations at organisational level targeting senior decision-makers.
 - Experience in organizing and steering complex evaluation processes that involve a variety of stakeholders and require a high degree of coordination.
 - Strong experience in the use of utilization-focused evaluation and participatory evaluation approaches.
 - Strong experience in any of the regions relevant to the assignment.
 - Strong knowledge of development policies and organizational evaluation.
 - Experience in managing evaluation teams.
 - Strong facilitation skills of diverse groups of people (Board of directors, Management team, organization staff at different levels, national partner countries representatives, etc.)
 - Demonstrates analytical skills and high-level strategic thinking.
 - Ability to write concise and analytical report with excellent presentation skills.
 - A strong interest in evaluation of public policies and in development cooperation
2. Senior Expert in development geopolitics in Africa
 - At least 10 years of professional experience in the provision of policy, analytical, and strategic advisory support to organizations.
 - Work experience on the dynamics of development geopolitics in Africa and drivers of development change.

Academic background :

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- Minimum university master's degree in development studies, Social Sciences, International relations, or other field relevant to the assignment.

Professional experience :

- At least 10 years of professional experience in the provision of policy, analytical, and strategic advisory support to organizations
- Knowledge of the dynamics of development geopolitics in Africa and drivers of development change
- Expertise in analytical fields of international development cooperation, international policy, social and/or development science
- Good knowledge of ongoing debates on international development cooperation, new development cooperation models,
- Solid knowledge of the evolution, context and key actors of international development cooperation
- Experience in the sector of global aid, development cooperation think-tanks, or academic/research experience in this sector and partnership North-South
- Proven working experience working with African institutions and familiar with development challenges in Africa
- Good understanding of development issues across African countries
- Strong communication, facilitation, analytical and writing skills

3. Emerging evaluator/Junior expert

The tenderer must also guarantee that the following expertise is available, either in the core team itself or through an additional team member such as an Emerging evaluator/Junior expert:

- At least 3 years of experience in evaluation
- Expertise in organizational strategy evaluation, and evaluation of public policies
- Expertise in development cooperation
- Expertise in quality control of evaluation reports

The evaluation team will have a demonstrated experience in Africa, Middle East, and more specifically the partner countries of the Belgian development cooperation.

At least one of the core team member (team leader or senior expert) should be based in Africa and/or have a proven experience working in an African institution, think-tank focused on development cooperation, or university.

3.4.7.3 Final score

The scores for the award criteria will be added up. The procurement 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 control shows that the Declaration on honour corresponds with reality.

3.4.7.4 Awarding the procurement contract

The procurement contract will be awarded to the tenderer who has submitted the most economically 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 procurement contract.

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

3.4.8 Concluding the procurement contract

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

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

So, the full contract agreement consists of a procurement 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 an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts and for public works concessions' 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 Mrs Kristina BAYINGANA, e-mail kristina.bayingana@enabel.be.

Once the procurement 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 procurement 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 procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement 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 procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under The contracting authority.

<<Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) 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 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 commits to having the procurement 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 procurement 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 tenderer 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, if necessary, to carry out this public contract (particularly in accordance with 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 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 in response to the Call for Tenders 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 a subcontractor

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.

Given the public contract, it is to be considered that the contracting authority and the contractor will each be responsible, individually, for the processing.

The tenderer undertakes to process the personal data communicated to him in response to this invitation to tender with the greatest care, in accordance with the legislation on the protection of personal data (the General Data Protection Regulation , GDPR). In cases where the Belgian law of July 30, 2018 on the protection of individuals with regard to the processing of personal data contains

4.5 Intellectual property (Art. 19 to 23)

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

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement 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 procurement contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

When the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.6 Performance bond (Art. 25 to 33)

The performance bond is set at 5 % of the total value, excluding VAT, of the procurement contract. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

The contractor must, within 30 calendar days from the day of procurement contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

- 1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office Fill out the form https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcdck@minfin.fed.be. After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;
- 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;
- 3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;
- 4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

This proof must be provided as applicable by submission to the contracting authority of:

- 1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or
- 2° a debit notice issued by the credit institution or the insurance company; or
- 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or
- 4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or
- 5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and a reference to the procurement documents, as well as the name, first name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatory', as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

The proof of deposit if the bond must be sent to the following address email procurement@enabel.be, with gino.amoussou@enabel.be in CC. The reference of this public procurement must be specified in the object of the mail : BXL-13463

Request by the contractor for the acceptance procedure to be carried out:

- 1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond;
- 2° For the final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

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 procurement 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 procurement 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 supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

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

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

4.8.3 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 procurement contract for a given period, mainly when it considers that the procurement 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 time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due 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 procurement contract.

4.8.4 Unforeseen circumstances

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 procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary technical acceptance (Art. 42)

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

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services must be performed for the end of March 2024.

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 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 procurement 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 the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement 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 to 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 procurement contract and/or the exclusion of procurement contracts of 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 procurement contract:

1° when the delivery is not carried out in accordance with the conditions specified in the procurement 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 he 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 procurement 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 as 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 procurement 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 found.

§2 The measures as of right are:

1° Unilateral termination of the procurement 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 procurement contract;

3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement 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 procurement contract will be borne by the new contractor.

4.15 End of the procurement contract

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

The managing official will closely follow up the services during performance.

The services will not be accepted until after fulfilling audit verifications, 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, set 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:

Mme Kristina BAYINGANA

Enabel – Belgian Development Agency

Rue Haute 147

1000 Bruxelles

The invoices can be sent out via email :

Mail : kristina.bayingana@enabel.be

CC : Mailbox.accounting@enabel.be

Only services that have 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, set 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 <<and any other documents that may be required.

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.

Payments will be made in instalments (progress payments) following the acceptance for the below listed deliverables (See “Phases and deliverables” in Technical specification section):

- Inception : Payment of 10% of the awarded amount after reception of the inception report
- Provisional reporting : Payment of 20% of the awarded amount after reception of the draft on the full report
- Final Reporting : Payment of 70% of the awarded amount after reception of the final report

4.16 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this procurement 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 procurement 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 Finance & Contract Services Department

To the attention of Mrs Isabel Lastra

Rue Haute 147

1000 Brussels

Belgium

5 Terms of Reference

Introduction

This chapter contains the technical requirements or terms of reference of the evaluation of the 2030 strategy organised by Enabel's internal evaluation service (EVAL). EVAL is entitled to organise and conduct Enabel's strategic evaluations. EVAL is an independent entity, reporting to Enabel's Board of Directors.

5.1 Context and rationale

5.1.1 The geopolitical context of development cooperation

In recent years, the geopolitical context of international cooperation in Africa and "development cooperation" has undergone several changes that impact the way development agencies such as Enabel position themselves to remain effective and impactful in their work.

More specifically, in recent years, new actors in development cooperation have emerged, and the "North-South relationship" has evolved. European actors are looking for more visibility and recognition in such a context.

Intra-African or regional dynamics do not seem to be systematically considered in analyses and working approaches. Yet they are developing more and more. There is a perception within Enabel and more generally, of a risk for development cooperation to be "*outdated*" and to lose credibility if these dynamics are not taken more into account.

In general, instability in development cooperation partner countries (for example in West Africa these last 2 years) was not anticipated.

The aid paradigm has seen the balance of power change in recent years. Development cooperation is gradually changing. From its traditional meaning - characterized by a unidirectional and vertical "North-South" approach, a donor-recipient relationship, technical assistance - it is evolving towards a new model where a horizontal partnership relationship, an equitable partnership, with mutual interest or "win-win-win", are sought.

5.1.2 Enabel's 2030 strategy

The development of Enabel's 2030 strategy began in 2019 and was finalized in 2020.

The 2030 strategy document presents Enabel's strategy for 10 years (2020-2030). It describes the ambitions and areas where Enabel offers added value to achieve a positioning around 5 global issues: 1) peace and security, 2) climate change, 3) social and economic inequalities, 4) human mobility, 5) urbanization.

It presents the proposed solutions on each of the 5 selected issues and the results that the organization wishes to achieve. It also describes how the expertise, the modalities of operation, the aid instruments and the partnership strategy are structured, as well as the desired impact. The strategy serves "*as a compass and reference in the development of our programs but must also be scalable and will be adapted according to the evolution of our intervention contexts.*"

Concretely, the strategy is broken down into a set of documents: an extended version of 57 pages, a condensed version of 26 pages and a series of more detailed and complete documents¹⁰; the set is available in 3 languages in electronic version (on Enabel intranet and enabel.be) as well as in printed version.

¹⁰ Since the development of the strategy, several positioning documents, particularly on partnerships, have been developed according to the Ambition 2030 framework.

The strategy is the result of reflections and co-construction of Enabel's teams, with several consultations moments at the level of the board of directors before its validation.

5.2 Purpose and overall objective

Evaluate the strategic orientations taken in 2020 by Enabel as part of its “2030 Strategy”, assessing its relevance and coherence in the evolving context of international cooperation, and make recommendations to perfect its implementation.

The evaluation will support "*Enabel's strategic pathway as a development agency*" in the context of an evolving international cooperation. Its purpose will be to serve Enabel's learning and adaptive management. It will aim to highlight the added value of the organization in its sector, as well as the strategic elements that require special attention from Enabel and its Board for the coming years.

The evaluation will be useful to a better ownership of the 2030 strategy by the Board in connection with its strategic mission as well as by Enabel's teams.

5.3 Specific objectives

We propose two specific objectives for this strategic evaluation.

Specific Objective 1: Assess the relevance of Enabel's 2030 strategy and confront it with the evolution of the context of international cooperation to plan for the future.

The aim will be to analyse the extent to which the context of international cooperation that has evolved in recent years influences the relevance of the 2030 Strategy. The evaluation is an opportunity to provide a strategic and forward-looking assessment for Enabel. This evaluation could be used to look to the future, and question the development cooperation model proposed in the 2030 strategy: is it relevant in this context?

The contextual elements that represent an interest in evaluation users are the following: 1) the emergence of new actors in development cooperation, as well as intra-African or regional dynamics; 2) the current approach to development cooperation and the evolving aid paradigm; and (3) the context of fragility.

More organizations integrate strategic foresight exercises into their analyses. Although this is not the primary objective of the evaluation, a forward-looking perspective represents an opportunity to provide evidence to better position Enabel in the evolving context.

As a starting point, the evaluation will propose a contextual analysis highlighting the main geopolitical and international cooperation developments, essential to prioritize and to consider in Enabel's strategic management for the implementation of the 2030 strategy.

Through the analysis of Enabel's key achievements over the past three years, it will also highlight the positive points and the margins for progress and improvement to: 1) ensure the successful implementation of the strategic ambitions considering changes in the context, 2) strengthen the efficiency of its implementation and the monitoring of strategic ambitions.

Specific Objective 2: Assess the coherence between partners' expectations and needs, and Enabel's offer, to better reflect them in the 2030 strategy.

Enabel is part of a long-term partnership in government development cooperation. As part of the 2030 strategy, partnership is defined for Enabel as part of its "DNA", based on trust and involvement for better public governance.

The partnership nevertheless depends on the local context, the sphere of international cooperation and more generally geopolitical developments. Also, the common perception is that the place of the partner remains marginal in the way decisions on development actions are taken.

Through this evaluation, it is expected to collect the assessment made today by the national partners in the countries where Enabel is present. The assessment will focus on the partnership model established with Enabel, expectations in the context of mutual accountability and will provide a better understanding of the expectations and perspectives of partners on development cooperation in Africa in general. The analysis will also have to consider the evolving development priorities of Enabel's partner countries since 2020. Based on the analysis, the evaluation will assess the relevance of the 2030 strategy to meet the needs of partners in the countries where Enabel is present.

In addition, the main political guidelines that constitute the framework followed by Enabel in the long term are included in several documents: the 2013 development law, the 2017 law establishing Enabel, and the European Union policy documents validated by Belgium. From the point of view of the coherence criterion, evaluation users wish to have a clarification of the extent to which the 2030 strategy represents an opportunity and a force of proposal to feed policies at different levels, through the various lessons learned that are drawn so far from its implementation. The evaluation will assess the internal coherence between the strategy and the framework of the main policies and relevant standards to which Enabel adheres.

The findings of the evaluation should lead to concrete recommendations aimed at improving the consideration of partners' needs and expectations in the implementation of the 2030 strategy in the context of the countries of presence of Enabel. The recommendations will also propose ways to strengthen coherence, the articulation and alignment of the 2030 strategy with the framework of the broad political guidelines and will highlight Enabel's opportunities, challenges, and margin of action.

5.4 Expected results

The evaluation will provide **an overall assessment** of the 2030 strategy, on the 2030 ambitions, solutions and modalities proposed by Enabel, focusing primarily on its relevance and coherence in the context of international cooperation.

The findings should highlight in a balanced way the positive points and what constitutes the added value in Enabel's strategy, as well as the margins for improvement that require the attention of the organization.

Based on the findings, the evaluation will make **clear recommendations to perfect the implementation of the strategy** to maximise Enabel's impact by 2030. Recommendations should help the organisation to :

- 1) improve the integration of the changing context, needs and expectations of partners in the implementation of the 2030 strategy,
- 2) strengthen the articulation and alignment of the 2030 strategy with the framework of the broad political guidelines, and highlight Enabel's opportunities, challenges and room for manoeuvre,
- 3) fine-tune the orientations of the 2030 strategy and provide suggestions to further improve the way in which the implementation of the strategy is organised and monitored since its elaboration.

More specifically, the evaluation recommendations should:

- Provide avenues for strategic reflection so that Enabel can, if necessary, adjust its positioning as a "*future-proof*" organization in a rapidly changing international context.

- Make concrete proposals on the key success factors to be emphasised, and the areas for improvement identified in the context of the implementation of the 2030 strategy.
- Make proposals to clarify when needed the understanding of the 2030 ambitions and make them more coherent with each other, as well as to generate reflection on how to enhance the effectiveness and efficiency of the implementation of the strategy.

5.5 Users and use

Main users and secondary users are identified for the evaluation use.

The **main users** are those who are primarily affected by the results of the evaluation; some of them are **likely to make decisions** directly related to the results of the evaluation; others are **affected by the implications** of the findings, recommendations and actions that will result.

Secondary users are those who want to know the results, are interested in the evaluation, but are not directly impacted by the results of the evaluation.

The Board of Directors: The Board of Directors is interested in this evaluation because it will provide it with elements of content and strategic order so that it can fully play its role at the strategic level for Enabel. BoD is one of the primary users of this assessment. The evaluation will contribute to strengthening its ownership of the 2030 strategy. The Board will also be involved in monitoring the implementation of the evaluation recommendations.

Enabel's Management Team/management committee: the Management Team wishes to assess the 2030 strategy that was developed in 2020 to ensure that it is on track in its implementation, to resolve the points that require clarification or adaptation, and to ensure that the strategy is still relevant in the current context; and in the event that it is not completely relevant, get recommendations to refine it to make it more relevant, without necessarily modifying core orientations and ambitions.

"All Enabel": the 2030 strategy serves as a compass for the organization. The entire Enabel team is identified as the main user of the evaluation results, especially in the event of recommendations that would imply changes in the implementation of the strategy.

At the representation level, Resident Representatives play a strategic role in implementing the Country Action Plan. This Country Action Plan is closely linked to the 2030 Strategy. Country Program Managers and Intervention Managers will also be impacted because they translate ambitions towards operations.

The operational departments (Operations and Expertise) are also main users of the evaluation results because they use and promote Enabel's working approaches and tools and organize themselves to implement the 2030 strategy as part of their work. The Strategy and Organizational Development Department is a main user because it coordinated the development of the 2030 Strategy and will be at the forefront of the translation of the evaluation results into concrete actions to improve the 2030 Strategy and its implementation.

Minister for Development Cooperation and the Office of the Minister: This evaluation could be useful for the Minister for Development Cooperation because the subject touches on the relevance of development cooperation actions in a rapidly changing international context, and there is an interest in ensuring that the strategies implemented in general in the context of development cooperation (including by Enabel) are as useful and relevant as possible. In the same way, the Office of the Minister for Development Cooperation is interested in the results of the evaluation of the 2030 Strategy.

Directorate General for Development Cooperation (DGD): DGD is interested in the evaluation of Enabel's 2030 Strategy because the strategy has an impact on the way in which governmental cooperation programs are implemented. The usefulness of this evaluation for DGD

is also seen as part of an ongoing follow-up process of the management contract between the Belgian State and Enabel. The Geographical Division (DGEO) seems to be the department the most interested by the results of the evaluation, particularly by the assessment of the six strategic ambitions, the indicators for monitoring the strategy and the consistency of the strategy with the legal framework. The Unit “Results” of DGD is also interested in the findings of the evaluation, and more specifically interested by the measurement and monitoring aspects of the strategy.

Le Special Evaluation Office (SEO): the SEO sees itself as a secondary user of the assessment. The SEO is mainly interested in the conclusions and information on the structuring of the development cooperation landscape that the evaluation could provide. The SEO is also interested in ensuring consistency between the different types of evaluation conducted within the Belgian development cooperation.

Other secondary users were mentioned during initial consultations: other development agencies, the relevant departments of the Ministry of Foreign Affairs, the future Minister of Development Cooperation and his/her Office, Enabel's partners also from countries such as Mauritania or Côte d'Ivoire (considered ‘non-partners’ of Belgian governmental development cooperation).

5.6 Evaluation scope

5.6.1 Subject of the evaluation

The subject of the evaluation is **Enabel's 2030 strategy and its implementation since 2020**.

The main long-term Belgian policy guidelines for development cooperation are set out in the 2013 Development Cooperation Law. In this context, medium-term priority focuses are defined by periods of 4 years, duration of the mandate of each Minister. When he took office, Enabel's CEO wanted to complement these orientations with a long-term strategic vision focused on the organization and shared by all employees.

The development of the 2030 strategy began in 2019 and was finalized in 2020. The co-construction method with Enabel staff allowed regular opinions to be taken by the Board until its validation in June 2020.

The composition of the Board has evolved, with a new appointment of members in 2021. The strategic evaluation is an opportunity to stimulate and deepen the understanding of the ambitions and strategic orientations conducted by the organization since 2020 within the Board of Directors, Enabel staff, as well as among the organization's partners.

5.6.2 Period and geographical coverage

The evaluation covers the period from the validation of the Enabel's strategy in June 2020 to September 2023.

It applies to the implementation of the strategy throughout the organisation: headquarters in Brussels, Enabel's country of presence – both the partner countries of Belgian government cooperation¹¹ and the so-called “non-partner” countries¹².

There are no initial plans to conduct field visits for this evaluation; nevertheless, this option can be discussed and decided upon initial discussions at the beginning of the assignment.

¹¹ Burundi, Rwanda, DRC, Tanzania, Uganda, Mali, Niger, Burkina Faso, Senegal, Guinea, Benin, Palestine, Morocco, Mozambique.

¹² Mauritania, Côte d'Ivoire, CAR, Jordan, Gambia, Guinea Bissau.

5.7 Evaluation questions

5.7.1 Evaluation questions linked to specific objective 1

Q1: To what extent are the strategic orientations taken by Enabel in 2020 still relevant and in line with the evolving geopolitical context and international cooperation?

- What geopolitical and international cooperation evolutions need to be considered when implementing the 2030 ambitions?
- To what extent does the 2030 strategy in its design provide for adapted and agile programming modalities and approaches to address cases of fragility? What are the strengths to be emphasised and shortfalls to focus on in the coming years?
- In relation to operational relevance, and considering progress over the past 3 years, is the implementation of the strategy adequately and efficiently organised and monitored to support the achievement of key results by 2030? What works well, what works less well, and what are the reasons?

Q2: What additional accents or focuses should Enabel operate to perfect its strategic positioning, to remain relevant, to continue to have added value for partners in Africa and to be future proof?

5.7.2 Evaluation questions linked to specific objective 2

Q3: To what extent do Enabel's 2030 strategic orientations meet the needs and expectations of Enabel's partners in the countries where projects and programmes are implemented?

Q4: To what extent is the 2030 strategy articulated and in line with the existing broad political guidelines and the relevant standards of the Belgian and European partners? More specifically:

- To what extent does the 2030 strategy represent an opportunity or a force for proposal to feed into the framework of the broad political guidelines for the Belgian governmental cooperation?
- Is the 2030 Strategy achievable within the framework of existing Belgian and European policies, norms, and standards for development cooperation? what are the opportunities, challenges, margin of action for Enabel?
- In the light of geopolitical contextual developments and international cooperation in recent years, what levers could be lifted to strengthen the articulation and alignment (internal coherence) between the 2030 strategy and the framework of the broad political guidelines?

Specific evaluation questions may be adjusted or supplemented during the inception phase, based on a reasoned proposal from the evaluators.

5.8 Evaluation criteria

The analysis will be carried out from the perspective of OECD-DAC criteria of relevance and coherence.

The analysis of relevance will cover the following main dimensions: responding to needs, policies, and priorities; be context-sensitive and responsive; design quality; and responsiveness over time. The efficiency and effectiveness of the implementation of the strategy will be assessed indirectly, through operational relevance as provided for in the OECD-DAC Guidance on Assessment Criteria.

In the case of coherence, the focus will be mainly on internal coherence, and more specifically on the extent to which the 2030 strategy represents an opportunity and a force of proposal (or not) to feed the policies and frameworks of the political guidelines, through the various lessons learned that are drawn from its implementation.

5.9 Evaluation methodology

The tenderer will propose a methodology that addresses these principles and elements:

- **User-centred:** the evaluation needs to be user-centred both regarding the evaluation process and the evaluation's products. The methodology will take into consideration approaches which allow sufficient interactions with stakeholders to produce insights and recommendations that are useful and feasible for users. Aligning with the OECD principles, the relevant evaluation criteria should be applied thoughtfully to support high-quality and useful evaluation. The deliverables (the final report and other products) will attractively highlight the key messages and the strategic recommendations for dissemination afterwards by Enabel.
- **Use of existing evidence:** the evaluation needs to build upon existing and collected evidence. In the technical offer, the tendered must not precise yet in details which evidence it will incorporate, but how the tenderer will proceed to ensure that this evaluation benefits from it.

Sampling strategy: The sample of Enabel's actions and achievements to include in the analysis will be selected during the inception phase, based on the desk review and refinement of the evaluation questions.

Evaluation approach and data collection methods: the methodology will describe the evaluation approach and data collection methods that will be used and why. The approach and methods must allow assessing the relevance and coherence criteria, the mechanisms and factors explaining progresses' successes and failures, and provide cross-country evidence. Primary data collection to complement available evidence should be included. The structure and methods of data collection (e.g., case studies, focus group discussions, digital questionnaires, or a combination of those) will be proposed to best meet the requirements of the evaluation objectives.

Consultations with stakeholders and the review of strategic documents, monitoring, reports, will allow the development of the methodological note and the start-up report.

The analysis of the evolution of the context will be based on a review of the literature and interviews with Belgian, European, and African actors of international cooperation, recognized experts on geopolitical aspects, particularly in Africa. Enabel's teams will also be consulted in relation to the most significant changes in context that have been observed and the way in which adaptation is organized.

To highlight progress in the implementation of the strategy, case studies on each of the six ambitions could be considered highlighting the positive points, the margins for progress, the challenges encountered and the opportunities, which can serve as leverage.

The perspective of the national partners in the 14 partner countries of Belgian government cooperation as well as other countries of intervention could be collected remotely, via an online survey accompanied by a telephone interview. Logistic and data collection challenges for this aspect should be considered based on tenderer's experience and can be discussed with Enabel teams during the inception phase. The tenderer must include information on their experience in working remotely.

Country visits (2-3 countries) could be considered to complement the case studies on the 2030 ambitions implemented. This option will be discussed with the tenderer during inception phase, if proved relevant.

The analysis of the strategic documents and the framework of the existing broad political guidelines (Belgian and European, as well as development policies of partner countries) will contribute to the assessment of internal coherence.

Through a participatory approach, facilitation and support workshops conducted by the evaluation team will allow the establishment of precise findings and recommendations, thus promoting the ownership of the evaluation.

Phasing of the evaluation process and intermediate feedback: the tenderer will propose a process built on clearly defined stages to demonstrate good organizational skills and to allow interactions with the Reference group, the User Advisory group as well as to manage risks. Regular intermediate feedback to key stakeholders will be used to support and inform strategic ongoing of internal processes. Overall given the formative nature of the evaluation, the process will need to be participatory to ensure ownership of the different stakeholders.

Quality assurance: the tenderer needs to provide a description of the mechanisms that will be applied to guarantee the quality of the evaluation process and of the deliverables.

5.10 Phases and deliverables

Phases	Deliverables	Purpose/Main content
Inception (Payment of 10% of the awarded amount)	Inception report (ENG)	Provide a comprehensive methodology including: an evaluation matrix; a description of the evaluation phases and of the evaluation approach and data collection methods ¹³ used in each phase (including, organisation of data and finding and the selection criteria for the case studies); if necessary, adapted specific evaluation questions; a calendar; the description of the roles and responsibilities within the team. Describe the operational challenges and limitations that the evaluation might encounter. Confirmation of the format of the deliverables and format of case studies
Data collection and analysis	NA	Conduct a comprehensive desk review (internal reference documents & external relevant data sources): a series of internal reference documents (2030 strategy, annual reports, results synthesis, management reviews reports, annual business plans, projects documents, strategic documents, change management programs description, produced reports, ...) will be available at the beginning of the assignment to guide the evaluators in the preparation of the in-depth analysis.

¹³ e.g. case studies, focus group discussions, questionnaires, testimonies, ...

		Collect primary data through field missions (in the case this option is considered), online surveys, key informant interviews, focus groups and/or any other method identified during inception phase and based on the chosen evaluation approach.
Intermediary findings statement	Intermediate findings statements Facilitating a discussion with a group of users	Communicate preliminary findings. Follow-up of the progress of the evaluation process. Solve potential scoping, content, and mitigate execution risks.
Provisional reporting (Payment of 20% of the awarded amount)	Draft full report (EN)	Provide clear and readable preliminary conclusions on achievements, good practices and lessons learned, strategic and critical recommendations. Follow-up of the progress of the evaluation process. Share results of the evaluation and refine the analysis, conclusions and recommendations based on the inputs from the reference group and users advisory group.
Final Reporting Dissemination & Debriefing (Payment of 70% of the awarded amount)	Final full report (EN/FR) with attractive visual Executive summary (EN/FR) Case studies reports (EN/FR) Restitution: 1 to 2 sessions (EN/FR)	Validation of the final content of the evaluation report and of the recommendations by the reference group. Provide a visually attractive presentation of findings. The final report should include an executive summary and allow extraction of recommendations for the management response and strategic communication of evaluation findings. Brief reports highlighting key achievements for each ambition of the 2030 strategy, factors of successes and failures/barriers etc. (structure to be proposed by the evaluation team). Contribute to the formal dissemination of the results of the evaluation internally (Enabel's staff, Direction and Board) and externally depending on the needs.

Needs estimate:

Considering the theoretical needs for conducting this strategic evaluation, an input of the order of 120 person/days is estimated as the average quantity of expected services to be delivered jointly by the entire evaluation team.

Language: all reports will be in English and French.

Deadlines for submission: refer to calendar in chapter 1.10.

5.11 Timing

- Start-up period: End-September 2023
- Duration and period scheduled: 5 months between October 2023 and end March 2024, **final deliverable for end-March 2024 at the latest.**
- Location: Brussels; in case field visits to 2-3 African countries are decided upon during inception, the assignment will include an estimation of 20 days of mission maximum.

5.12 The expected profiles

The **Core Team** will be composed by:

1. Team leader, coordinating the evaluation.

- At least 10 years of relevant professional experience in strategic evaluations at organisational level targeting senior decision-makers.
- Experience in the use of utilisation-focused evaluation and participatory evaluation approaches.

Minimum requirements

Academic background:

- Minimum university master's degree

Professional experience:

- At least 10 years of relevant professional experience in strategic **evaluations at organisational level targeting senior decision-makers.**
- Experience in **organizing and steering complex evaluation processes** that involve a variety of stakeholders and require a high degree of coordination.
- Strong experience in the use of **utilization-focused evaluation** and **participatory evaluation** approaches.
- Strong experience in any of the regions relevant to the assignment.
- Strong knowledge of development policies and organizational evaluation.
- Experience in managing evaluation teams.
- Strong facilitation skills of diverse groups of people (Board of directors, Management team, organization staff at different levels, national partner countries representatives, etc.)
- Demonstrates analytical skills and high-level strategic thinking.
- Ability to write concise and analytical report with excellent presentation skills.
- A strong interest in evaluation of public policies and in development cooperation

2. Senior Expert in development geopolitics in Africa

- At least 10 years of professional experience in the provision of policy, analytical, and strategic advisory support to organizations.
- Work experience on the dynamics of development geopolitics in Africa and drivers of development change.

Minimum requirements

Academic background:

- Minimum of university master's degree in development studies, Social Sciences, International relations, or other field relevant to the assignment.

Professional experience:

- At least 10 years of professional experience in the provision of policy, analytical, and strategic advisory support to organizations
- Knowledge of the dynamics of development geopolitics in Africa and drivers of development change
- Expertise in analytical fields of international development cooperation, international policy, social and/or development science
- Good knowledge of ongoing debates on international development cooperation, new development cooperation models,
- Solid knowledge of the evolution, context and key actors of international development cooperation
- Experience in the sector of global aid, development cooperation think-tank, or academic/research experience in this sector and partnership North-South
- Proven working experience working with African institutions and familiar with development challenges in Africa
- Good understanding of development issues across African countries
- Strong communication, facilitation, analytical and writing skills

3. Emerging evaluator/Junior expert

The tenderer must also guarantee that the following expertise is available, either in the core team itself or through an additional team member such as an **Emerging evaluator/Junior expert**:

- Expertise in organizational strategy evaluation, and evaluation of public policies
- Expertise in development cooperation
- Expertise in quality control of evaluation reports

The evaluation team will have a demonstrated experience in Africa, Middle East, and more specifically the partner countries of the Belgian development cooperation.

At least one of the core team member (team leader or senior expert) should be based in Africa and/or have a proven experience working in an African institution, think-tank focused on development cooperation, or university.

Language skills

The Team leader must have perfect knowledge of English and working knowledge of French; the rest of the team must demonstrate a perfect knowledge of English and/or of French. Language skills will be proven by either:

- 5 years of professional experience in both languages OR
- EN and/or FR is one language in which the higher education was carried out OR
- Proof of successful completion of an official certification test (eg TOEFL) OR
- Interview opportunity

Writing skills for Team Leader: this criterion will be assessed based on 1 example of a written report which is at most three years old (for similar services in the working languages of the lot and for which the proposed expert was the main author).

Availability and exclusivity declaration

The tenderer will provide an availability and exclusivity declaration for all CV's.

5.13 Quality Control management

Role of the Enabel Internal Evaluation service: it is the mandate of the service to coordinate the quality control mechanism, to lead the reference group, users advisory group as to ensure the follow-up of its management response.

Role of the reference committee: it is consulted during the evaluation process. It acts as a sounding board and strategic steering for the evaluators during the evaluation process and it provides recommendations to ensure that the evaluation process and the evaluation deliverables are adequate vis à vis the evaluation purpose. It contributes to:

- Providing the necessary background, context, and perspectives of the evaluation to the selected evaluation team.
- Ensuring that the evaluation focuses on issues of critical strategic relevance for the organisation (objectives of the evaluation and evaluation questions respond to the needs of the organisation).
- Providing feedback on the appropriateness of choices regarding the evaluation methodology (evaluation design and approach).
- Ensuring that the deliverables of the evaluation add value to the evaluation purpose and consequently to Enabel's needs.
- Keeping their department/unit of reference up to date with the evaluation process; Promote the dissemination of results and the integration of lessons learned into organizational processes.

Role of the Users Advisory Group: The user group contributes to the user-centered assessment through interactions with the evaluation team at specific points in the evaluation. These interactions are essential to bring out implicit knowledge, experiences and help illustrate results with concrete and real-life examples; Learning from an assessment occurs primarily for those who have participated in the evaluation process. By allowing a group of actors to be more closely involved in the evaluation process, the learning process will be disseminated more widely in the organization. It is expected that this group of people will in turn interact within their department, institution, country to discuss the 2030 strategy.

6 Forms

6.1 Identification forms

6.1.1 Natural person

To fill the form, please click here : [LEGAL-ENTITY_NATURAL-PERSON.pdf\(Shared\)- Adobe cloud storage](#)

I. PERSONAL DATA			
FAMILY NAME(S)①			
FIRST NAME(S)①			
DATE OF BIRTH			
JJ MM YYYY			
PLACE OF BIRTH (CITY, VILLAGE)		COUNTRY OF BIRTH	
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD		PASSPORT	DRIVING LICENCE② OTHER③
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER④			
PERMANENT PRIVATE ADDRESS			
POSTCODE		P.O. BOX	CITY
REGION ⑤		COUNTRY	
PRIVATE PHONE			
PRIVATE E-MAIL			
II. BUSINESS DATA		If YES, please provide business data and attach copies of 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 ? YES NO		BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY	
DATE		SIGNATURE	

① As indicated on the official document.

② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

- ③ Failing other identity documents: residence permit or diplomatic passport.
- ④ See table with corresponding denominations by country.
- ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2 Legal person entity private/public legal body

To fill the form, please click here :

<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

OFFICIAL NAME ②			
ABBREVIATION			
MAIN REGISTRATION NUMBER③			
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			

-
- ① Public law body WITH LEGAL PERSONALITY, 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.).
- ② National denomination and its translation in EN or FR if existing.
- ③ Registration number in the national register of the entity.

6.1.3 Public law entity

To fill the form, please click here :

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

OFFICIAL NAME^①			
BUSINESS NAME (if different)			
ABREVIATION			
LEGAL FORM			
ORGANISATION TYPE		FOR PROFIT	
		NOT FOR PROFIT	NGO^② YES NO
MAIN REGISTRATION NUMBER^③			
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			

^① National denomination and its translation in EN or FR if existing.

^② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

^③ Registration number in the national register of companies. See table with corresponding field denomination by country.

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Object

6.2 Tender Forms – prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications BXL-13463 – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

Items	Description	Type	Total prices in EUR (VAT excluded)	% VAT
1	Evaluation of Enabel's 2030 Organisational Strategy and its implementation since 2020	Global price		
PRIX TOTAL HTVA (EN EUR) :				
PRIX TOTAL TVAC (EN EUR) :				

The tenderer hereby declares under oath that the information provided is accurate and correct, and that it has been established with full awareness of the consequences of any false statement.

Certified true and sincere,

Executed at (location)_____on (date)_____,

Handwritten original signature(s):

6.3 Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations :

- 1) The tenderer or one of its ‘directors[1]’ was found guilty following a conviction by final judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or terrorist financing
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty 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 counterparty who 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 counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- 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 counterparty 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 counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty 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) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed 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 counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

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

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, 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://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

- 8) << If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

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 anti-corruption included in the Tender Documents (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 public 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 as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- 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 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 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 Annexes

6.5.1 << GDPR clauses (in case of contractor who will process personal data

This annex is to be used if the tenderer is a sub-contractor in the sens of GDPR regulations, a natural or legal entity that processes personal data on behalf of Enabel.

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.

AGREEMENT on the Processing of personal data (GDPR)

BETWEEN:

The contracting authority: Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels, Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Represented by: [.....],

Hereinafter referred to as 'the contracting authority' or 'personal data controller'.

AND:

The contractor: [.....], with its registered office at [.....], and which is registered with the Crossroad Bank for Enterprises under number [.....],

Represented by: [.....],
in accordance with Article [.....] of the statutes of the company,

Hereinafter referred to as ‘the contractor’ or ‘processor’.

The contracting authority and the contractor are referred to separately as a ‘Party’ and are jointly referred to as the ‘Parties’.

Preamble

By decision of the [.....], the contractor was awarded a public contract in accordance with Tender Specifications no. [.....].

The needs of this public contract involve the processing of personal data within the meaning of the Belgian law on the protection of natural persons with regard to the processing of personal data and of European Regulation 2016/679 (GDPR).

The purpose of this amendment is to comply with the requirements of Article 28 of the GDPR.

The public contract conditions are not otherwise derogated, particularly in terms of the time frame and value of the public contract awarded.

Article 1: Definitions

- 1.1. Terms such as ‘process’/‘processing’, ‘personal data’, ‘personal data controller’, ‘processor’ and ‘personal data breach’ must be interpreted in light of data protection legislation. ‘Data protection legislation’ refers to any regulation of the European Union and/or its Member States, including, without being limited to laws, directives and regulations for the protection of personal data, in particular European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and 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.

Article 2: Subject-matter of the Agreement

- 2.1. During performance of the public contract, the contracting authority entrusts the contractor with the processing of personal data. The contractor undertakes to process personal data in the name of and on behalf of the contracting authority.
- 2.2. The contractor performs the public contract in accordance with the provisions of this Agreement.
- 2.3. Both Parties explicitly undertake to comply with the provisions of applicable data protection laws and to do nothing or fail to cause the other Party to violate relevant and applicable data protection laws.
- 2.4. The elements included in the processing are further included and clarified in Annex 1 of this Agreement. The following are particularly included in said Annex:
 - a) Personal data processing activities;
 - b) The categories of personal data processed;
 - c) The categories of stakeholders to which the personal data of the contracting authority's relate;
 - d) The purpose of the processing.
- 2.5. Only the personal data mentioned in Annex 1 of this Agreement may and must be processed by the contractor. In addition, personal data will only be processed in light of the purposes set out by the Parties in Annex 1 of this Agreement.
- 2.6. Both Parties undertake to take appropriate measures to ensure that personal data are not misused or acquired by an unauthorized third party.
- 2.7. In the event of a conflict between the provisions of this Agreement and those of the Tender Specifications, the provisions of this Agreement will prevail.

Article 3: Instructions of the contracting authority

- 3.1. The contractor undertakes to process personal data only on the documented instructions of the contracting authority and in accordance with agreed processing activities as defined in Annex 1 of this Agreement. The contractor will not process the personal data subject to this Agreement in a manner inconsistent with the instructions and provisions of this Agreement.
- 3.2. The contractor undertakes to process personal data in accordance with the documented instructions of the personal data controller, including for transfers of

personal data to third countries or to international organisations, unless it is required under EU or Member State law. In this case, the processor informs the personal data controller of this legal obligation prior to processing unless the relevant law prohibits such information for important public interest reasons.

- 3.3. The contracting authority may unilaterally make limited changes to the instructions. The contracting authority undertakes to consult with the contractor before making significant changes to the instructions. Changes affecting the content of this Agreement must be agreed by the Parties.
- 3.4. The contractor undertakes to immediately notify the contracting authority if it considers that the instructions received (in whole or in part) constitute a violation of the Regulations or other provisions of EU law or Member State data protection law.

Article 4: Assistance to the contracting authority

- 4.1. **Legal conformity** The contractor assists the contracting authority in accordance with its obligations under the Regulation, taking into account the nature of the processing and the information available to the contractor.
- 4.2. **Personal data breach** In the case of a personal data breach in relation to processing under this Agreement, the contractor must without undue delay after having become aware of it notify the personal data breach to the contracting authority.

At the very least, this notification should include the following information:

- (a) Nature of the personal data breach;
- (b) The categories of personal data;
- (c) The categories and approximate number of data subjects concerned;
- (d) The categories and approximate number of personal data records concerned;
- (e) The likely consequences of the personal data breach;
- (f) The measures taken or proposed to be taken by the contractor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor is required to remedy the negative consequences of a data breach as quickly as possible or to minimise other potential consequences. The contractor will immediately implement all remedies requested by the contracting authority or the relevant authorities to remedy any data breach or other non-compliance and/or mitigate the risks associated with these events. The contractor will have to cooperate at all times with the contracting authority and observe its instructions in order to enable it to carry out an appropriate

investigation into the data breach, formulate a correct response and then take appropriate action.

- 4.3. **Data protection impact assessment** Where applicable and where requested by the contracting authority, the contractor assists the contracting authority in carrying out the data protection impact assessment in accordance with Article 35 of the Regulation.

Article 5: Obligations of the contractor/processor

- 5.1. The contractor will deal with all reasonable requests from the contracting authority for the processing of personal data related to this Agreement, immediately or within a reasonable period of time (based on the legal obligations set out in the Regulation) and in an appropriate manner.
- 5.2. The contractor guarantees that there is no obligation arising from any applicable legislation that makes it impossible to comply with the obligations of this Agreement.
- 5.3. The contractor maintains complete documentation, in accordance with the law or regulations applicable to the processing of personal data carried out for the contracting authority. In particular, the contractor must keep a record of all categories of processing activities carried out on behalf of the contracting authority in accordance with Article 30 of the GDPR.
- 5.4. The contractor undertakes not to process personal data for any purpose other than the performance of the public contract and the fulfilment of the responsibilities of this Agreement in accordance with the documented instructions of the contracting authority; if the contractor, for whatever reason, cannot comply with this requirement, he will notify the contracting authority without delay.
- 5.5. The contractor will immediately inform the contracting authority, if he believes that an instruction by the contracting authority violates applicable data protection legislation.
- 5.6. The contractor will ensure that personal data are disclosed only to those who need it to perform the public contract in accordance with the principle of proportionality and the principle of "need to know" (i.e. data are provided only to persons who need personal data to perform the public contract as determined in the relevant Tender Specifications and this Agreement).
- 5.7. The contractor undertakes not to disclose personal data to persons other than contracting authority personnel who require personal data to comply with the

obligations of this Agreement and ensures that identified staff have accepted appropriate legal and contractual confidentiality obligations.

- 5.8. If the contractor is in breach of this public contract and the GDPR by determining the purposes and means of processing, he should be considered a personal data controller in the context of such processing.

Article 6: Obligations of the contracting authority/controller

- 6.1. The contracting authority will provide all necessary assistance and cooperate in good faith with the contractor to ensure that any processing of personal data is in accordance with the requirements of the Regulation, including the principles relating to the processing of personal data.
- 6.2. The contracting authority will agree with the contractor on the appropriate channels of communication to ensure that instructions, guidance and other communications regarding personal data that are processed by the contractor on behalf of the contracting authority are well received between the Parties. The contracting authority notifies the contractor of the identity of the single point of contact of the awarding authority that the contractor is required to contact under this Agreement. Unwritten instructions (e.g. oral instructions by telephone or in person) must always be confirmed in writing.

The point of contact of the contracting authority is: dpo@enabel.be

- 6.3. The contracting authority guarantees that it will not issue any instructions, guidance or requests to the contractor who does not comply with the provisions of the Regulation.
- 6.4. The contracting authority provides the necessary assistance to the contractor and/or his or her subsequent subcontractors to comply with a request, order, investigation or subpoena addressed to the contractor or his subsequent subcontractor(s) by a competent government or judicial authority.
- 6.5. The contracting authority guarantees that it will not instruct, guide or ask the contractor to compel the contractor and/or his subsequent subcontractor(s) to violate any obligation imposed by the applicable mandatory national legislation to which the contractor and/or his subcontractor(s) are subject.

- 6.6. The contracting authority ensures that it will cooperate in good faith with the contractor in order to mitigate the negative effects of a security incident affecting the personal data processed by the contractor and/or his subsequent contractor(s) on behalf of the contracting authority.

Article 7: Use of subsequent subcontractors/processors

- 7.1. In accordance with the Tender Specifications, the contractor may use the capacity of a third party to tender for the public contract, which constitutes further subcontracting within the meaning of Article 28 of the GDPR¹⁴.
- 7.2. The contractor may engage another subcontractor (hereinafter, the ‘subsequent subcontractor’) for carrying out specific processing activities. In this case, he informs the contracting authority in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The contracting authority disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subsequent subcontracting may only be carried out if the contracting authority has not voiced any objection during said period.
- 7.3. The contractor will use only subsequent subcontractors who provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this public contract, of Belgian legislation and of the GPDR and assures the rights of the data subject concerned.
- 7.4. When the contractor uses another subcontractor to carry out specific processing activities in the name of the contracting authority, obligations in any respect identical to those provided for in this Agreement will have to be imposed on this subsequent subcontractor; the latter in particular must provide the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Regulation.

Agreements with the subsequent subcontractor are written down. Upon request, the contractor will be required to provide the contracting authority with a copy of this contract or these contracts.

- 7.5. Where the subsequent subcontractor fails to fulfil his data protection obligations, the contractor shall remain fully liable to the contracting authority for the performance of the subsequent subcontractor's obligations.

¹⁴ To be adapted in accordance with Tender Specifications.

- 7.6. The contractor must pass on the specific objectives and instructions issued by the contracting authority in a precise and timely manner to the subsequent subcontractor(s) when and where these objectives and instructions relate to the part of the processing in which the subsequent subcontractor(s) is or are involved.

Article 8: Rights of the data subject concerned

- 8.1. Where possible, taking into account the nature of the processing and through appropriate technical and organisational measures, the contractor undertakes to assist the contracting authority in fulfilling its obligation to respond to requests of exercise of data subject rights in accordance with Chapter III of the Regulation.
- 8.2. With respect to any request from the data subjects concerned in connection with their rights regarding the processing of personal data concerning them by the contracting authority and/or his subsequent subcontractor(s), the following conditions apply:
- The contractor will immediately inform the contracting authority of any request made by a data subject concerned relating to personal data that the contractor and/or his subsequent subcontractor(s) are processing on behalf of the contracting authority;
 - The contractor will comply promptly and require his subsequent subcontractor(s) to promptly comply with any request from the contracting authority to comply with a request by the data subject concerned to exercise one of their rights;
 - The contractor will ensure that he and his subsequent subcontractor(s) have the technical and organisational capabilities to block access to personal data and to physically destroy the data without the possibility of recovery if and when such a request is made by the contracting authority. Without prejudice to the above, the contractor retains the opportunity to consider whether the request of the contracting authority does not constitute a violation of the Regulation.
- 8.3. The contractor must, at the request of the contracting authority, provide all necessary assistance and provide all necessary information for the contracting authority to defend its interests in any proceeding - judicial, arbitral or otherwise - brought against the contracting authority or its staff for any violation of the fundamental rights to privacy and the protection of the personal data of the data subjects concerned.

Article 9: Security measures

- 9.1. Throughout the duration of this Agreement, the contractor must have appropriate technical and organisational measures in place to ensure that the processing meets

the requirements of the Regulation and ensures the protection of the rights of the data subject concerned.

- 9.2. The contractor undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the Regulation.
- 9.3. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 9.4. The parties recognise that security requirements are continually evolving and that effective security requires frequent assessment and regular improvement of outdated security measures. The contractor will therefore have to continually assess and strengthen, complete or improve the measures implemented with a view to the continued compliance of his obligations.
- 9.5. The contractor provides the contracting authority with a complete and clear description, in a transparent and understandable manner, of how he handles its personal data (Annex 3).
- 9.6. In the event that the contractor changes the security measures applied, the contractor undertakes to notify so immediately to the contracting authority.
- 9.7. The contracting authority reserves the right to suspend and/or terminate the public contract, where the contractor can no longer provide appropriate technical and organisational measures regarding processing risks.

Article 10: Audit

- 10.1. The contractor acknowledges that the contracting authority is under the supervision of one Supervisory Authority or several Supervisory Authorities. The contractor acknowledges that the contracting authority and any Supervisory Authority concerned will have the right to conduct an audit at any time, and at least during the contracting authority's regular office hours, during the term of this Agreement in order to assess whether the contractor complies with the Regulation and the provisions of this Agreement. The contractor provides the necessary cooperation.
- 10.2. This auditing right may not be used more than once in a calendar year, unless the contracting authority and/or the Supervisory Authority has reasonable grounds to assume that the contractor is acting in conflict with this Agreement and/or the

provisions of the Regulation. The restriction of the right of control does not apply to the Supervisory Authority.

- 10.3. At the written request of the contracting authority, the contractor will provide the contracting authority or the relevant Supervisory Authority with access to the relevant parts of the contractor's administration and to all places and information of interest to the contractor (as well as, applicable to those of its agents, subsidiaries and subsequent subcontractors) to determine whether the contractor complies with the Regulation and provisions of this Agreement. At the request of the contractor, the parties concerned agree to a confidentiality agreement.
- 10.4. The contracting authority must take all appropriate measures to minimise any obstruction caused by the audit on the day-to-day functioning of the contractor or the services performed by the contractor.
- 10.5. If there is agreement between the contractor and the contracting authority on a significant breach in compliance with the Regulation and/or the Agreement, as reported in the audit, the contractor will remedy this breach as soon as possible. Parties may agree to put in place a plan, including a timetable for implementing the plan, to address the gaps revealed by the audit.
- 10.6. The contracting authority will cover the costs of any audit carried out within the meaning of this article. Without prejudice to the above, the contractor will bear the costs of his employees. However, where the audit has revealed that the contractor is clearly not in compliance with the Regulation and/or provisions of this Agreement, the contractor bears the costs of said audit. The costs of re-compliance with the Regulation and/or the provisions of this Agreement are borne by the contractor.

Article 11: Transfers to third parties

- 11.1. The transmission of personal data to third parties in any way is in principle prohibited, unless required by law or if the contractor has obtained explicit authorisation from the contracting authority to do so.
- 11.2. In the event that a legal obligation applies to the transfer of personal data, which is the subject of this Agreement, to third parties, the contractor shall inform the contracting authority before the transfer.

Article 12: Transfer outside the EEA

- 12.1. The contractor will process personal data from the contracting authority only in a location in the EEA.
- 12.2. The contractor shall not process or transfer the personal data of the contracting authority, or process them himself or through third parties, outside the European

Union, unless after express and explicit prior authorisation from the contracting authority.

The contractor will have to ensure that no access to the personal data of the contracting authority by a third party in any way leads to the transfer of these data outside the European Union.

Article 13: Behaviour towards national government and judicial authorities

- 13.1. The contractor will immediately notify the contracting authority of any request, injunction, investigation or subpoena of a competent national government or judicial authority addressed to the contractor or its subsequent subcontractor(s) that involves the disclosure of personal data processed by the contractor or a subsequent subcontractor for and on behalf of the contracting authority or any data and/or information relating to that processing.

Article 14: Intellectual property rights

- 14.1. All intellectual property rights relating to personal data and databases containing such personal data are reserved for the contracting authority, unless otherwise agreed between the Parties.

Article 15: Confidentiality

- 15.1. The contractor undertakes to guarantee the confidentiality and processing of personal data.
- 15.2. The contractor ensures that employees or subsequent subcontractors authorised to process personal data have committed to conducting the processing confidentially and are also bound by a contractual obligation of confidentiality.

Article 16: Liability

- 16.1. Without prejudice to the public contract, the contractor is only liable for the damage caused by the processing if he has not complied with the obligations of the Regulation specifically for subcontractors or if he acted outside or contrary to the legal instructions of the contracting authority.
- 16.2. The contractor is liable for the payment of administrative fines resulting from a violation of the Regulation.
- 16.3. The contractor will be exempt from liability only if he can prove that he is not responsible for the event that caused a violation of the Regulation.
- 16.4. If it appears that the contracting authority and the contractor are responsible for the damage caused by the processing of personal data, both Parties will be liable and will pay damages, in accordance with their individual share of liability for the damage caused by the processing.

Article 17: End of contract

- 17.1. This Agreement applies as long as the contractor processes personal data in the name and on behalf of the contracting authority under this public contract. If the public contract ends, this Agreement will also end.
- 17.2. In the event of a serious breach of this Agreement or the applicable provisions of the Regulation, the contracting authority may order the contractor to terminate the processing of personal data with immediate effect.
- 17.3. In the event of termination of the Agreement, or if the personal data are no longer relevant to the provision of services, the contractor will, by decision of the contracting authority, remove all personal data or return them to the contracting authority and delete personal data and other copies. The contractor will provide proof in writing, unless applicable legislation requires the storage of personal data. Personal data will be returned to the contracting authority free of charge, unless otherwise agreed upon.

Article 18: Mediation and competence

- 18.1. The contractor agrees that if the data subject concerned alleges claims for damages under this Agreement, the contractor will accept the decision of the data subject concerned:
- To refer the dispute to mediation with an independent person
 - To refer the dispute to the courts of the place of establishment of the contracting authority
 -
- 18.2. The Parties agree that the choice made by the data subject concerned will not infringe on the substantial or procedural rights of the data subject concerned to seek redress in accordance with other provisions of applicable national or international law.
- 19.1. Any dispute between the Parties over the terms of this Agreement must be brought before the appropriate courts, as determined in the main agreement.

Thus, agreed on the [.....] and established in two copies of which each Party acknowledges having received a signed copy.

FOR THE CONTRACTING AUTHORITY

FOR THE CONTRACTOR

Name: [.....]

Name: [.....]

Function: [.....]

Function: [.....]

Annex 1: Description of personal data processing activities by the contractor¹⁵

1. Processing activities carried out by the subcontractor

Subject matter of processing:

Nature of processing: *[For instance, organisation, consultation, storage and collection, etc.]*

Duration of the processing:

Purpose of the processing:

2. The categories of personal data that the subcontractor will process on behalf of the controller (where applicable (* indicate as appropriate)).

- ☐ Personal identification data (e.g. name, address and telephone, etc.)
- ☐ Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)
- ☐ Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)

¹⁵ To be filled out by the contracting authority and the contractor.

- ☐ Biometric identification data (e.g. fingerprints, iris scan, etc.)
- ☐ Copies of identity documents
- ☐ Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)
- ☐ Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
- ☐ Physical data (e.g. height, weight, etc.)
- ☐ Habits of life
- ☐ Psychological data (e.g. personality, character, etc.)
- ☐ Family composition
- ☐ Leisure and interests
- ☐ Memberships
- ☐ Consumption habits
- ☐ Education and training
- ☐ Career and occupation (e.g. function, title, etc.)
- ☐ Images/photos
- ☐ Sound recordings
- ☐ National Social Security Register Number/Identification Number
- ☐ Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)
- ☐ Other categories of data, <Describe>

3. The special categories of personal data that the subcontractor will process on behalf of the controller (where applicable) (indicate as appropriate)

- ☐ Special categories of personal data (Art. 9 GDPR)
 - ☐ Data revealing racial or ethnic origin
 - ☐ Data concerning sexual orientation
 - ☐ Political opinions
 - ☐ Trade union membership
 - ☐ Religious or philosophical beliefs
- ☐ Data concerning health (Art. 9 DGPR)

- Physical health
- Mental health
- Risk situations and risk behaviours
- Genetic data
- Healthcare data

- ☐ Judicial data (Article 10 of the general data protection law)
 - Suspicions and indictments
 - Convictions and sentences
 - Judicial measures
 - Administrative sanctions
 - DNA data

4. The categories of data subjects concerned (*indicate as appropriate)

- ☐ (Potential)/(former) clients

If yes, <describe>

- ☐ Applicants and (former) employees, interns, etc.

If yes, <describe>

- ☐ (Potential)/(former) suppliers

If yes, <describe>

- ☐ (Potential)/(former) (business) partners

If yes, <describe>

- ☐ Other category

If yes, <describe>

5. Extent of processing (number of records/number of data subject concerned)

<Describe>

6. Period of use and period for which the (various categories of) personal data are stored:

<Describe>

7. Processing place

<Describe>

If processing is outside the EEA, please specify the appropriate guarantees that are put in place

<Describe>

8. Use of subsequent subcontractors/processors:

<Describe>

9. Contact details of the responsible contact person at the controller's

Name:	
Title:	
Telephone number:	
E-mail:	
Name: ¹⁶	
Title:	
Telephone number:	
E-mail:	

10. Contact details of the responsible contact person at the processor's:

¹⁶ Identify the person responsible of the project/department/other as appropriate

Name:	
Title:	
Telephone number:	
E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	

Annexe 2: Security of processing¹⁷

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.¹⁸

In order to ensure a level of security adapted to the risk, given the state of knowledge and the nature, scope, context and purposes of the processing, as well as the risks, of varying degree of probability and severity, of processing for the rights and freedoms of natural persons, the contractor implements appropriate technical and organisational measures.

These security measures comprise the following, among others:

- [Describe]

¹⁷ To be filled out by contractor

¹⁸ Consideration 81 of the GDPR