



Tender documents Enabel in Mozambique
2508MOZ-10019 of 11/12/2023

Public services contract for HR legal services (employment law).

Country: Mozambique

ONE-PARTICIPANT FRAMEWORK CONTRACT

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1 General point

1.1 Deviations from the General Implementing Rules

Point 4 “Specific contractual provisions” of these tender documents includes the administrative and contractual terms that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ (Royal Decree of 14 January 2013) or as a complement or an elaboration thereof.

These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 “Performance bond (Art. 25-33)”). These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

1.2 Contracting authority

The contracting authority of this public contract is Enabel, Belgian development agency, further called “Enabel”, 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, supports the developing countries in the fight against poverty on behalf of the Belgian government. In addition to this public service mission, Enabel also performs services for other national and international organisations contributing to sustainable human development. Moreover, Enabel can also perform other development cooperation missions at the request of public interest organisations, and it can develop its own activities to contribute towards realization of its objectives.

For this public contract, Enabel is represented by Ms. Sandra GALBUSERA, Resident Representative of Enabel in Mozambique.

1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation¹, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company² as well as the Belgian Law of 23 November 2017³ changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

The following developments are also a leitmotiv in Enabel 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 are important touchstones;
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003⁴, 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;

¹ Belgian Official Gazette of 26 March 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008

- In the field of Human Rights: The United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁵ 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 respecting the environment: 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 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

1.4 Rules governing the public contract

This public contract shall be governed by the Belgian law, among others:

- The Law of 17 June 2016 on public procurement⁶;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts⁷;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector⁸;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts⁹;
- Circulars of the Prime Minister with regards to public contracts⁶;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

1.5 Definitions

The following definitions shall be used for the purposes of this contract:

⁵ <http://www.ilo.org/ilolex/english/convdisp1.htm>.

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Mozambique;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- Litigation: Court action;
- Technical specifications/Terms of Reference: 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 kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Tenderer: The economic operator that submits a tender;
- Tender documents: This document and its annexes and the documents it refers to;
- 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;
- 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/gdpr-privacy-notice>

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 candidate's 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 via <https://www.enabel.be/report-an-integrity-problem>

1.8 Applicable law and competent court

The public contract must be performed and interpreted according to Belgian law. The parties commit to sincerely perform their engagements to ensure the good performance of this contract. 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. See also point 4.17 "Litigation (Art. 73)".

2 Object and scope of the contract

2.1 Type of contract

This Framework public contract is for the provision of legal services relating to personnel (social/labour law), in accordance with the terms of these specifications, as listed in Annex III to the Act (social and other specific services).

CPV code: 79110000-8 Legal advice and representation services.

2.2 Object and scope of the contract

This public contract is awarded as a **one-participant framework contract**, in accordance with Article 43 of the Law of 17 June 2016.

If there is any doubt about the nature of the legal subject matter in a particular file (more specifically, whether or not the file falls within the description of the area stipulated in Part 5 of these specifications), Enabel reserves the right to have other service providers or its own services perform services that are identical or similar to those described, without any possibility of complaint on the part of the service provider.

The service provider does not have any right of exclusivity about the processing of Enabel's files relating to the specific matter. Enabel reserves the right to use, in certain exceptional circumstances, a lawyer or jurist who will be appointed after a new call for tenders to obtain an opinion on a legal question or a specific problem or to be represented in the context of a dispute, and this, without using the service providers of this contract.

2.3 Lots

This contract is a contract with one lot.

2.4 Items

The tenderer is required to provide prices for the following items:

(See also Part 6.2 Tender form - Prices)

- Hourly rate: Senior lawyer
- Hourly rate: Senior lawyer
- Hourly rate: Junior lawyer

2.5 Duration

The framework agreement begins the first calendar day following the date of the framework agreement conclusion notification and it is concluded for a maximum period of **four years**.

If the contracting authority terminates the framework agreement, it will be notified by registered mail. Participants may not claim damages based on this termination.

After the said termination, the service provider will be obliged to process all its current files until their final completion, unless otherwise stipulated by Enabel.

2.6 Variants

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

2.7 Options

The tenderer may not submit an option. Free options are forbidden. The option proposed will be discarded.

2.8 Quantities

The public contract has no minimum quantities.

Exact quantities shall be determined in order forms. The contracting authority does not commit in any way as to quantities that will actually be ordered through this contract.

This public contract is a price-schedule contract, the unit prices of the different items are flat rate prices and the quantities, in as far these quantities are set for the items, are presumed or expressed within a range. The price to be paid will be obtained on the basis of the quantities effectively ordered and implemented.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Article 42, §1, al. 1, 1^o, a) of the Law of 17 June 2016 on public procurement via a Negotiated Procedure without Prior Publication.

3.2 Publication

These tender documents are published on the Enabel website (www.enabel.be).

Interested law firms that take note of these specifications via the Enabel website and that meet the conditions for participation in this contract are invited to tender.

3.3 Information

The awarding of this contract is coordinated by Inès Garcia, Public Procurer of Enabel in Mozambique. Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract will exclusively pass through this service / this person. (Possible) tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

Until 10 days before the deadline to submit a bid, tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Mr. Inès Garcia (ines.garciaalonso@enabel.be) and cc tendersmoz@enabel.be

They will be answered in the order received.

Until the notification of the award decision, no information shall be provided 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 documents that are published on the Enabel website or that are sent to him by e-mail.

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the tender documents that precludes him from establishing his price or compare tenders, within 10 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 tender of the tenderer will consist of the physically separate sections mentioned below (see point 6 “Forms”):

1. Identification form;
2. Financial identification;
3. Declaration on honour – exclusion criteria;
4. Integrity statement for the tenderer;
5. Power of Attorney;
6. Documents pertaining to grounds for exclusion, namely:
 - Copies of recent documents showing the legal status and place of registration of the tenderer (certificate of incorporation or registration...);

- The document certifying that the tenderer is in order with the payment of social contributions;
- The document certifying that the tenderer is in order with the payment of taxes.

7. Financial offer & Tender form.

The tenderer is strongly advised to use the tender forms in annex (see point 6 “Forms”). When not using 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 or Portuguese.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions.

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

3.4.2 Price determination

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

This contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

According to Art. 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit involving any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

3.4.3 Elements included in the price

The contractor is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of VAT (value-added tax) for the total services, which must be mentioned in a separate line (see Price form) namely:

The following are in particular included in the prices:

Fees, the per diems, travel costs, insurance costs, security costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and costs for any possible intellectual property rights.

In case the contract is extended, the unit prices mentioned in the contract apply.

Prices do not include disbursements and other costs paid by the successful bidder specifically for the needs of the case (bailiff, expert, translation, etc.).

If the successful bidder has paid in advance the costs and fees of the bailiff, court clerk, technical expert or translator, he must submit a separate invoice for his own fees. These disbursements will be reimbursed at cost.

If this is not the case, the bailiff, expert or translator will himself submit a statement of claim or invoice validated in advance by the successful tenderer and forwarded to the contracting authority by the latter.

Extraordinary expenses may be reimbursed to the successful tenderer with the prior agreement of the awarding authority or at its express request. These expenses will be reimbursed at cost price.

In order to avoid any dispute as to the extraordinary/unusual nature of certain costs that the successful tenderer considers it must incur, as well as their necessity, the lawyer will advise the contracting authority in advance before invoicing.

The successful tenderer is therefore entitled to invoice, as described above, the hours worked, and disbursements incurred.

3.4.4 Period of validity

Tenderers will be bound by their tenders for a period of **90 calendar days** from the deadline for the submission of tenders.

3.5 Submission of tenders

Without prejudice to any variants, each tenderer may only submit one tender per contract.

The offer may be submitted in **English or Portuguese**. It is NOT necessary to submit an offer in both languages.

The tender and all accompanying documents have to be numbered and signed (**original hand-written signature**) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The tenderer submits his tender as follows:

- One **original** and one **copy** of the completed tender will be submitted on paper. One **copy** must be submitted in one or more PDF files on a USB stick **before 09/01/2024 at 15:00**.

It is submitted in a properly sealed envelope bearing the following information:
Tender 2508MOZ-10019.

It may be submitted:

- a) By mail (standard mail or registered mail)

In this case, the sealed envelope is put in a second closed envelope addressed to:

Enabel in Mozambique
Av. Kenneth Kaunda, 762
Maputo, Mozambique

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours, from 08:00 to 17:00 ((Mozambican time).

- The original tender may also be submitted electronically exclusively to: tendersmoz@enabel.be, in pdf format or equivalent.

Please note that if the file and email size exceed 35MB (maximum size that can be received by the Enabel Exchange server), the tenderer should send the files in different emails (a partial submission).

Only offers received within the deadline will be considered, therefore it is the tenderer's responsibility to ensure that the electronic offers are sent in due time.

Please note that the awarded tenderer will be required to send the hard copies of the complete tender.

3.6 Amending or withdrawing tenders

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative.

The object and the scope of the changes must be described in detail.

Any withdrawal shall 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.

3.7 Opening of tenders

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point 3.5 "Submission of tenders". The tenders shall be opened behind closed doors without the tenderers.

3.8 Evaluation of tenders

The tenderers attention is drawn to Art. 52 of the Law of 17 June 2016 (Prior participation of tenderers) and Art. 51 of the Royal Decree of 18 April 2017 (Conflicts of Interest - Tourniquet).

Any infringement of these measures which may be likely to distort the normal conditions of competition is punishable in accordance with the provisions of Art. 5 of the Law of 17 June 2016 on public procurement. In practice, this penalty consists, as the case may be, either of rejecting the offer or of terminating the contract.

3.8.1 Exclusion grounds and selection criteria

Exclusion grounds

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point 6.3 "Declaration on honour".

The tenderer will provide the required supporting document(s) with regard to the exclusion criteria mentioned under point 6 "Forms" to the contracting authority at the latest upon contract awarding, namely the following:

1. Signed and dated **declaration of honour** form;
2. Copies of the most recent documents showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...);
3. The document certifying that the tenderer is in order with the **payment of social contributions**;
4. The document certifying that the tenderer is in order with the **payment of taxes**.

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the actions taken by him are sufficient to demonstrate his reliability despite the existence of a relevant ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

The contracting authority may also check whether there are grounds for exclusion for subcontractor(s) within the meaning of Articles 67 to 69 of the Law of Law of 17 June 2016.

Selection criteria

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

In view of the qualitative selection of tenderers and in conformity with Art. 65 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his tender documents a selection file with the information requested in point 6 “Forms”, namely the following:

Pertaining to financial capacity:

- For one of the past three financial years the tenderer must have achieved a **turnover in activities that are directly linked to the services described** in these Tender Specifications **in excess of or equal to EUR 30.000 excluding VAT**. He shall include in his tender a statement of honor on his turnover during the past three financial years.
- The bidder must have a portfolio of at least 50 customers. To this end, he will attach to his offer a **statement relating to the average number of clients for whom he has opened one or more files over the last three years**. He should also indicate the percentage that each type of client represents (e.g., x% private individuals, x% companies, x% non-profit organisations and x% public authorities) and the percentage that each type of subject represents (e.g. x% public contracts, x% civil service, x% civil and commercial law, etc.).

Pertaining to technical capacity:

- List of the **main similar services with the following subjects covered: employment law, administrative law, tax law (min. 3) in the last three (3) years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those services (**see point 6.9**).

The services shall be proven as follows:

- in the case of services to public authorities, proof shall be provided in the form of certificates issued or countersigned by the competent authority;
- in the case of services to private persons, the services are certified by the latter or, failing that, they are declared to have been performed by the service provider.

- The tenderer must provide a document setting out the measures taken to ensure the quality of its services (method and organisation of work, relationship with the client, etc.).

Minimum requirement: 1 contact person/collaboration of the team with information sharing according to the subject matter/capability of following up files internally in the event of absence/detailed invoicing/availability in the event of an emergency.

- The tenderer must indicate the proportion of the contract that it intends to subcontract, if any.

3.8.2 Regularity of tenders

Before proceeding to the evaluation and the comparison of the tenders, the contracting authority examines their regularity.

Tenders that have reservations about the tender documents, that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

The contracting authority reserves the right to regularise irregularities before and/or during the negotiations.

3.8.3 Negotiations

The formally and materially regular tenders shall be evaluated as to content by an evaluation commission. This evaluation shall be conducted on the basis of the award criteria mentioned below.

With a view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The 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 best and final offer (BAFO).

Once negotiations are closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. The tenderer whose regular BAFO is the best value for money will be appointed the contractor for this contract.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

3.8.4 Award criteria

The contracting authority selects the regular tender that it finds to be most advantageous, taking account **single price criterium** as following:

c	Description	Poids
1)	Price	40

	<p>The amount used to compare offers is the fixed hourly rate for a senior lawyer, a senior lawyer and a junior lawyer, which will be evaluated according to the following formula:</p> <ol style="list-style-type: none"> 1. Fixed hourly rate for a senior lawyer $\frac{\text{Price of the cheapest offer} * 15}{\text{Price of the offer}}$ 2. Fixed hourly rate for a experienced lawyer $\frac{\text{Price of the cheapest offer} * 15}{\text{Price of the offer}}$ 3. Fixed hourly rate for a junior lawyer $\frac{\text{Price of the cheapest offer} * 10}{\text{Price of the offer}}$ 	
2)	The knowledge, experience and quality of the CVs of the people who will actually carry out the contract in the areas of law concerned.	60 %
	<p>The assessment of this criterion will be based on the following elements:</p> <ul style="list-style-type: none"> - Specialisation in the field of social law/labour law; - The experience of the persons appointed in development cooperation; - Experience in international law. <p>Regarding this criterion, tenders are ranked on a scale of:</p> <ul style="list-style-type: none"> - Excellent offer: 50 and over - Good offer: between 40 and 49 - Satisfactory: between 30 and 39 - Offer judged unsatisfactory: between 5 and 29 	

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.

3.8.5 Awarding the public contract

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender on the basis of the criteria mentioned above. We need to point out though, that in conformity with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority can renounce to award the contract, either redo the procedure, if necessary, through another awarding procedure.

3.9 Concluding the contract

Pursuant to Art. 95 of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderer of the approval of his tender. Notification is by registered letter, by fax or by any other electronic means in as far, in the latter two cases, the content of the notification be confirmed within five calendar days by registered letter.

So, the full contract agreement consists of a public contract awarded by Enabel to the chosen tenderer in accordance with the following documents, in the order of precedence:

- these tender documents and the annexes.

- the approved Best and Final Offer (BAFO) of the contractor and all of its annexes.
- the notification of the award decision.
- if any, minutes of the information session and/or clarifications and/or the addendum.
- any later documents that are accepted and signed by both parties.

4 Specific contractual provisions

This chapter contains the specific contractual provisions that apply to this public contract as a deviation of the 'General Implementing Rules of public contracts' of the Royal Decree of 14 January 2013, or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the General Implementing Rules articles. Unless indicated, the relevant provisions of the General Implementing Rules shall apply in full.

These tender documents do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 "Performance bond (Art. 25-33)").

4.1 Definitions (Art. 2)

- Managing official: The official or any other person who manages and controls the performance of the contract;
- Performance bond: Financial guarantee given by the successful tenderer to cover its obligations until final and good performance of the contract;
- Acceptance: Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- Progress payment: Payment of an instalment under the contract after service delivery is accepted;
- Advance: Payment of part of the contract before service delivery is accepted;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2 Correspondence with the service provider (Art. 10)

Notifications by the contracting authority are addressed to the domicile or to the registered office mentioned in the tender. The contracting authority allows the use of electronic means for the purpose of notification. Whether electronic means are used or not, when communicating, sharing and storing information, data must be kept complete and confidential.

4.3 Managing official (Art. 11)

The managing official is Akila Munier, akila.munir@enabel.be

Once the contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the contract shall be addressed to him/her, unless explicitly mentioned otherwise in these tender documents (see namely, "Payment" below).

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services and signing acceptance and failure report(s).

However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the

competence of the managing official. For such decisions the contracting authority is represented as stipulated under point 1.2 “Contracting authority”.

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g., performance deadline, etc.) 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 documents and that has not been notified by the contracting authority, shall be considered null and void.

4.4 Subcontractors (Art. 12-15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not release him of his responsibility towards the contracting authority. The latter does not recognize any contractual relation with these third parties.

The contractor remains, in any case, the only person liable towards the contracting authority. The contractor commits to having the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

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.

4.5 Confidentiality (Art. 18)

The contractor and his employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this contract. This information cannot under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, give this contract as a reference, provided that it indicates its status correctly (e.g. ‘in performance’) and that the contracting authority has not withdrawn this consent due to poor contract performance.

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.

4.6 Protection of personal data

4.6.1 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.

4.6.2 Processing of Personal Data by a Subcontractor

During contract performance, the contractor may process personal data of the contracting authority 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.

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

4.7 Intellectual property (Art. 19-23)

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

This is a definitive transfer valid throughout the world. It covers all operating methods, even those not included in these special specifications.

4.8 Performance bond (Art. 25-33)

For this public contract, no performance bond is foreseen.

4.9 Conformity of performance (Art. 34)

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

4.10 Changes to the procurement contract (Art. 37 to 38/19)

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

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

A change to the public contract will be allowed under the following conditions:

1° a change in the legal structure of the successful tenderer who presents, for the performance of the contract, the same lawyer.

2° a new successful bidder (assignee) presents the same lawyer as the one appointed by the initial successful bidder (assignor)

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

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

4.10.2 Adjusting the prices (Art. 38/7)

The amount of the fees is linked to changes in the health index. The basis of calculation is the value of this index in the month in which the letter notifying approval of the offer is sent. The indexation will take place annually in the month following the anniversary date of this letter. The figure obtained will be rounded up to the nearest Euro.

The price revision is calculated using the following formula:

Price revision = (revision coefficient (k) - 1) * revisable part

$k = 1 + \frac{hi}{HI}$

HI = Consumer Price Index on the day the tenders are opened.

hi = same index on the renewal date.

From the second year onwards, the successful tenderer may submit a new price offer as defined above at the beginning of the year. The revised prices will only be applied once they have been accepted by the contracting authority.

Consumer Price Index as per the National Statistics Institute (INE)

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.

4.10.3 Unforeseen circumstances (Art. 38/9)

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.

4.11 Preliminary technical acceptance (Art. 41-42)

The contracting authority reserves the right to demand an activity report at any time of the activity to the service provider (meetings held, summary of results, problems encountered, and problems solved, deviation from the planning and deviations from the ToR...).

4.12 Performance modalities (Art. 146 and seq.)

4.12.1 Orders

Partial orders are provided for:

Performance of the public contract is dependent upon notification an order and the contracting authority reserves the right to adapt the orders to its needs by mentioning in the inventory a price-schedule item.

The Purchase Order is addressed to the service provider by any means through which the date of dispatch can be determined unambiguously.

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

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

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

In any event, complaints about the Purchase Order are not admissible anymore if they are not submitted within 15 (*) calendar days from the day following the date on which the service provider has received the demand.

4.12.2 Implementation period (Art. 147)

The services must be performed within a period 10 calendar days from the second working day following the date on which the purchase order is sent. Days on which the service provider's company is closed for annual holidays are not included in the calculation.

In the event of a specially justified emergency, a shorter deadline may be requested by the contracting authority. This period may not in principle be less than 3 working days.

4.12.3 Place where the services shall be performed (Art. 149)

The services will be provided at the designated lawyer's place of work. Enabel may, however, adapt the way in which the services are provided and require the presence of the senior, confirmed and/or junior lawyer at Enabel's registered office or at another location in Belgium for the performance of their services.

In the event of representation in a dispute before the court, the court will be the place where the services are provided.

Travel costs and travel time will not be included in the invoice.

4.12.4 Evaluation of the services performed

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

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

4.12.5 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 shall guarantee the contracting authority against any claims for compensation for which he is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.13 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)

Failure of the contractor is not only related to services themselves but also to the whole of his obligations.

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

In case of violation, the contracting authority can impose a set fine to the contractor 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 successful tenderer hoped to obtain by offering the advantage to the employee. The contracting authority can decide independently about the application and the amount of this fine.

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

4.14.1 Failure of performance (Art. 44)

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

- When services are not performed in accordance with the conditions defined by the contract documents;
- At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;
- When the contractor does not follow written orders, which are given in due form by the contracting authority.

Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, shall be recorded in a 'failure report', a copy of which shall be sent immediately to the successful tenderer by registered letter or equivalent.

The contractor shall repair the deficiencies without any delay. He can assert his right of defence by registered letter addressed to the contracting authority within fifteen calendar days from the date of dispatch of the 'failure report'. His silence is considered, after this period, as an acknowledgement of the facts recorded.

Any deficiencies found on his part render the contractor liable for one or more of the measures provided for in Art. 45 to 49 and 154 and 155.

4.14.2 Fines for delay (Art. 46-154)

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

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

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

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter 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 expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§ 2 The measures as of right are:

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

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

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

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

4.15 Invoicing and payment of services (Art. 66-72 and 160)

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.16.1 “Acceptance of the services performed”), and provided that the contracting authority possesses, at the same time, the duly established invoice.

The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address:

**Enabel Representation
Av. Kenneth Kaunda, 264
Maputo, Mozambique**

The invoice will mention:

- **“Enabel, the Belgian development Agency, in Mozambique**
- the name of the contract: “Reservation, Issuing, Re-issuing, and delivering of air-travel tickets for Enabel business trips -intra-Africa to its Staff”.
- the reference of the tender documents: “**2508MOZ-10019**”.

- the name of the managing official: “Mr. Akila Munir”.

The invoice shall be in Euros (should the tenderer have a Euro bank account) or MZN (should the tenderer have a Metical bank account). Payment will be by bank transfer only.

However, it will be allowed to invoice as and when services are performed, at regular intervals, depending on the nature of the case and the volume of services performed over a given period.

No advance may be claimed by the lawyer, either for his own services or for services entrusted to a third party (judicial officers, experts, etc.).

Payment will be by bank transfer only.

The payments will be made after conclusion and formal acceptance of bookings on a fortnightly billing cycle, ie 1-15 and 16-30/31.

4.16 End of the contract (Art. 64-65, 150 and 156-157)

A representative of the contracting authority shall closely follow up the contract during performance (see point 4.3 “Managing official (Art. 11)”).

4.16.1 Acceptance of the services performed

The services shall be only accepted after fulfilling requirements and after technical acceptance(s).

Provisional / final acceptance(s) shall be provided upon completion of performance of the services as mentioned in the Terms of Reference (see also point 4.15 “General payment modalities (Art. 66-72 and 160)”).

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

Where the services are completed before or after this date, it shall be 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 calendar days after the date of receipt of the service provider’s request, an acceptance or a refusal of acceptance report shall be drawn up, depending on the case.

4.17 Litigation (Art. 73)

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. 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 competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

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

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

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

5 Terms of reference

5.1 Subject of the invitation to tender

The purpose of this contract is to provide external legal assistance for a maximum amount of EUR 140,000 excluding VAT over a period of 4 years.

The chosen firm works on request and in conjunction with Enabel's lawyers, according to their specialisations. They are responsible for formulating the questions in the order form and putting together the files; they are also available to discuss the questions.

The service provider must offer a service with the same quality guarantees in Portuguese. A good knowledge of English is an asset.

In its offer, the tenderer must take account of its particular legal status (a public limited company with a social purpose) and of the international context in which Enabel operates and therefore of the fact that this additional aspect could appear in an Enabel file. In addition to the usual tasks carried out by the law firm, Enabel agrees that the appointed senior lawyer may, for specific orders, have recourse to other lawyers working for the service provider, under the responsibility of the senior lawyer, for the execution of its contract.

The service provider may only, with the explicit agreement of Enabel, use third parties, such as notaries, experts or chartered accountants, etc., who must always be chosen in consultation with the contracting authority.

This is done under the same conditions as those described in these specifications and the tender.

Within reasonable limits, lawyers must always be insured for their professional liability, taking into account the nature and extent of the risks incurred in their practice.

Any provision of services depends on Enabel sending an "order form" to the contact person indicated in the offer. The order in question takes place in the manner described in the articles relating to correspondence.

Even if the order form is always sent to the contact person, any communication during the provision of services will take place directly with the senior lawyer mentioned in the quotation.

Senior, experienced and junior lawyers are subject to the ethical and disciplinary rules of the profession. They also have a duty of professional secrecy and can therefore act as persons of trust in all circumstances. For each case, the service provider can only work for one client, i.e. Enabel. There is a personal and direct contract between Enabel and the service provider, with no intermediaries or business managers. No agreement is concluded without Enabel's knowledge.

5.2 Types of service

a) sending a legal question or a request for advice on a specific issue.

Depending on the complexity of the request, the service will be provided within 10 working days of receipt of the order form.

In view of the extreme urgency of certain requests (this will be stipulated in the order form), they must therefore be processed within 3 working days of receipt of the order.

This report will contain a clear opinion providing as concrete an answer as possible to the questions/requests with a view to providing Enabel with real practical added value. The service provider may be asked to explain the report and, if necessary, to supplement it.

b) sending a request for representation in a dispute.

Two working days (depending on the agenda of both parties) after an order form is sent, an initial coordination meeting may be organised at Enabel's head office, during which the case is discussed and the relevant documents are sent to the service provider.

In the first instance, the lawyer acts as an advisor and conciliator in the dispute, but this is not his only role. The service provider must support Enabel during negotiations, mediation and in drawing up out-of-court settlements. Where necessary, it must intervene with the various public authorities and assist Enabel at meetings.

The service provider must also defend Enabel. It must plead before the Belgian and/or European courts and, depending on the case, before any official tax, administrative or other body.

The Service Provider will keep Enabel thoroughly informed about the progress of the contract awarded to it. As a result, Enabel will be kept regularly informed of developments in the case and will always receive a draft version of the "correspondence" (in terms of the method of communication) before it is communicated externally and a copy of the document is finally sent externally.

Enabel will always be involved in important strategic decisions taken on a file.

5.3 Description of services

Legal aspects concerning personnel.

The aim is to be able to deal with all legal aspects relating to personnel. Consequently, the following subjects must be covered by the tenderer: -international- employment law (labour law, social security, etc.), administrative law (civil service law), tax law (including international) and contract law (service provision contracts, etc.) in the broad sense.

5.4 Transparent invoicing

In its offer, the service provider must provide specific guarantees regarding the transparency of its invoicing.

In all cases, it will send, with each invoice, details of the services provided as well as a time sheet listing the hours actually worked, making a distinction between those worked by the senior lawyer, the experienced lawyer and those worked by the junior lawyer.

5.5 Profile of experts or expertise required

The tenderer must have sufficiently competent staff to be able to carry out the contract properly. The firm must have at least 5 lawyers with at least 5 years' proven experience.

The tenderer must enclose the following documents with his tender:

- a list of the lawyers who will be employed during the performance of the contract.
- the curriculum vitae of the lawyers, including in particular the diploma(s) held by the staff, the professional qualifications of each lawyer, their knowledge of languages and their relevant experience.

The tenderer may also mention any training courses that he has given or relevant publications in which he or members of his firm have participated.

The tenderer shall also attach to its file any proof justifying the language skills required by the contracting authority, namely Portuguese and possibly English.

5.6 Continuation of the project after expiry of the contract

After the expiry of the period of validity of the framework contract, the lawyer shall continue to deal diligently, and at the agreed hourly rate, with any unfinished file entrusted to him before the expiry of the framework agreement.

6 Forms

6.1 Identification forms (6.1.1 or 6.1.2 or 6.1.3, depending on your status)

6.1.1 Natural person

To fill the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

I. PERSONAL DATA	
FAMILY NAME(S)①	
FIRST NAME(S)①	
DATE OF BIRTH	
DD 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
REGION⑤	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION: CITY COUNTRY
YES NO	
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://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd>

OFFICIAL NAME ^①			
BUSINESS NAME (if different)			
ABBREVIATION			
LEGAL FORM			
ORGANISATION TYPE	FOR PROFIT NON FOR PROFIT	NGO ^②	YES NO
MAIN REGISTRATION NUMBER ^③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION			
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 the entity. See table with corresponding denomination by country.

6.1.3 Public law body^①

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^②			
ABBREVIATION			
MAIN REGISTRATION NUMBER^③			
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.**

6.2 Financial identification

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹⁰	
IBAN/ACCOUNT NUMBER ¹¹	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

<u>ADDRESS OF BANK BRANCH</u>		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

<u>ACCOUNT HOLDER'S DATA</u> AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

¹⁰ This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

¹¹ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

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

Done at, on

Function:

Name and first name:

Signature:

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 Power of attorney

The tenderer shall include in his tender the **power of attorney empowering the person signing the tender** on behalf of the company, joint venture or consortium.

In case of a **joint venture**, the joint tender must specify the role of each member of the tendering party. A group leader must be designated, and the power of attorney must be completed accordingly.

6.6 Certification of registration and / or legal status

The tenderer shall include in his tender copies of the most recent documents¹² showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

6.7 Certification of clearance with regards to the payments of social security contributions

The tenderer shall include in his tender a **recent certification**¹² from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment.

6.8 Certification of clearance with regards to the payments of applicable taxes

The tenderer shall include in his tender a **recent certification**¹² (up to 1 year) from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

¹² In case of a joint venture, the certificate must be submitted for all members of the tendering party.

6.9 List of the main similar services

List of the **main similar services with the following subjects covered: employment law, administrative law, tax law (min. 3) in the last three (3) years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those services.

Description of the main similar works and location	Amount involved	Completion date in the last 3 years	Name of the public or private bodies

The services shall be proven as follows:

- in the case of services to public authorities, proof shall be provided in the form of certificates issued or countersigned by the competent authority.
- in the case of services to private persons, the services are certified by the latter or, failing that, they are declared to have been performed by the service provider.

6.10 Financial offer & tender form

Do NOT change the “Financial offer & tender form”. Reservations are not permitted.

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications 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 a special item of the inventory, to be added to the tender 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**:

No.	Description	Type	Unit	Unit price excl. VAT	Total price excl. VAT
1.	Senior lawyer - hourly rate	price-schedule contract.	Hour		
2.	Experienced lawyer- hourly rate	price-schedule contract.	Hour		
3.	Junior lawyer - hourly rate	price-schedule contract.	Hour		
Total annual price excl. VAT					
VAT percentage (if applicable)				%

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.11 Overview of documents to be submitted

1. Identification form;
2. Financial identification;
3. Declaration on honour – exclusion criteria;
4. Integrity statement for the tenderer;
5. Power of Attorney;
6. Documents pertaining to grounds for exclusion, namely:
 - Copies of recent documents showing the legal status and place of registration of the Tenderer (certificate of incorporation or registration...);
 - The document certifying that the tenderer is in order with the payment of social contributions.
 - The document certifying that the tenderer is in order with the payment of taxes.
7. Documents pertaining to financial capacity and the technical capacity;
8. Financial offer & Tender form with a list of the lawyers who will be employed during the performance of the contract and the curriculum vitae of the lawyers, including in particular the diploma(s) held by the staff, the professional qualifications of each lawyer, their knowledge of languages and their relevant experience.