



Tender Specifications BEL22001-10062

Framework agreement with multiple
economic operators

Public service contract for expertise
services relating to democratic governance,
including in fragile situations

Open procedure with Belgian and European
publication

**Deadline for submission of tenders: 6
September 2024, 10 a.m. (Belgian time)**

Table of Contents

1	General remarks.....	5
1.1	Derogations from the General Implementing Rules.....	5
1.2	Contracting authority.....	5
1.3	Institutional framework of Enabel.....	5
1.4	Rules governing the public contract	5
1.5	Definitions.....	6
1.6	Confidentiality.....	7
1.7	Deontological obligations.....	7
2	Subject-matter and scope of the public contract.....	9
2.1	Type of contract.....	9
2.2	Subject-matter of the contract and lots.....	9
2.3	Framework agreement and subsequent contracts	9
2.4	Specifics of the contract	11
2.4.1	Right to renounce to the procedure	11
2.4.2	Exclusive rights	11
2.5	Duration of the public contract	11
2.6	Variants and options	11
2.7	Quantities.....	11
2.8	Minimum and maximum quantities for the framework agreement	12
3	Awarding the public contract.....	13
3.1	Award procedure.....	13
3.2	Semi-official publication.....	13
3.3	Forum.....	13
3.4	Optional information session.....	13
3.5	Determination of prices	14
3.5.1	Method for determining the prices	14
3.5.2	Elements included in the prices	14
3.6	Submission and opening of tenders.....	16
3.6.1	Use of languages.....	16
3.6.2	Commitment period of the tender	16
3.6.3	Form of the tender	16
3.6.4	Submission of tenders.....	16
3.6.5	Signing the tender	17
3.6.6	Group of operators	18
3.6.7	Documents to be attached to the tender	18
3.7	Selection of tenderers.....	19

3.7.1	European Single Procurement Document (ESPD)	19
3.7.2	Selection criterion - technical or professional capacity of the tenderer	21
3.8	Evaluation of tenders	22
3.8.1	Award criteria.....	22
3.8.2	Conclusion of the public contract.....	28
4	Specific contractual conditions	29
4.1	Managing official (Art. 11).....	29
4.2	Subcontractors (Art. 12 to 15)	29
4.2.1	General remarks.....	29
4.2.2	Replacement of an expert.....	30
4.3	Protection of personal data	30
4.3.1	Protection of personal data by the contracting authority	30
4.3.2	Protection of personal data by the contractor in his capacity as subcontractor ...	30
4.4	Intellectual property (Art. 19 to 23)	31
4.5	Conflicts of interests.....	31
4.6	Respect of environmental, social and labour law.....	32
4.7	Performance bond (Art. 25 to 33)	32
4.8	Amendments to the public contract	32
4.8.1	Applicable provisions	32
4.8.2	Specific re-examination provisions.....	33
4.9	Performance modalities (Art. 146 et seq.).....	33
4.9.1	Contact person at the service provider.....	33
4.9.2	Order and performance period	33
4.9.3	Place where the services must be performed and formalities (Art. 149).....	35
4.10	Liability of the service provider (Art. 152-153)	35
4.11	Zero tolerance Sexual exploitation and abuse.....	36
4.12	Means of action of the contracting authority (Art. 44-51 and 154-155)	36
4.12.1	Failure of performance (Art. 44).....	36
4.12.2	Fines for delay (Art. 46 and 154).....	37
4.12.3	Measures as of right (Art. 47 and 155)	37
4.13	End of the public contract.....	37
4.13.1	Acceptance of the services performed (Art. 64-65 and 156)	37
4.13.2	Invoicing and payment of services (Art. 66 to 72 – 160)	38
4.14	Litigation (Art. 73)	40
5	Terms of reference	41
5.1	General remarks.....	41
5.2	Background and justification	41

5.3	Experience and skills required.....	42
5.3.1	Description of lot 1: technical expertise in civic and political participation	43
5.3.2	Description of lot 2: technical expertise on European Union-Member State coordination in support of democratic governance in the intervention countries.....	44
5.3.3	Description of lot 3: Capacity building for institutional and civil society actors ...	45
5.4	Types of service	46
6	Forms.....	47
6.1	Identification form.....	47
6.1.1	Natural person	47
6.1.2	PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM	48
6.1.3	Subcontractors	49
6.2	Declaration on honour – Exclusion grounds	50
6.3	Selection file	52
6.3.1	General remarks.....	52
6.3.2	Technical and professional capacity	52
6.4	Tender forms - Prices.....	54
6.5	GDPR clauses	56
6.6	Documents to be attached to the tender	59

1 General remarks

1.1 Derogations from the General Implementing Rules

The chapter 'Specific contractual and administrative provisions' of these Tender Specifications holds the specific administrative and contractual provisions that apply to this public contract as a complement or an elaboration of the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and concessions for public works.

These Tender Specifications also derogate from Article 19 of the Royal Decree (see point 4.4 below).

1.2 Contracting authority

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

Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

In the context of this public contract, Enabel is represented by Jean Van Wetter, Managing director, and Danny Verspreet, Director of Finances & IT.

1.3 Institutional framework of Enabel

Enabel's institutional framework is governed by the following laws:

- 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;
- Having regard to 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.

1.4 Rules governing the public contract

The public contract is subject to Belgian law and is governed by the provisions of these Tender Specifications.

Without prejudice to other applicable legal, regulatory or contractual provisions, and insofar as they are not derogated from in these Tender Specifications, it is also subject to the following clauses and conditions:

- The Law of 17 June 2016 on public procurement³;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁴;

¹Belgian 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 14 July 2016.

⁴ Belgian Official Gazette of 21 June 2013.

- Having regard to the Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁵;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement⁶;
- Enabel's Code of Conduct;
- 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, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

All subsequent amendments made to the aforementioned texts by provisions that entered into force no later than the day before the deadline for the submission of tenders are also applicable.

The tenderers' attention is also drawn to the fact that their tender may not contain or refer to general sales conditions contrary to the provisions of these Tender Specifications and the aforementioned legal and regulatory texts.

Belgian regulations on public procurement are available on the website <https://bosa.belgium.be/fr/themes/marches-publics/reglementation>.

Enabel's specific regulations can be consulted on the website <https://www.enabel.be/content/integrity-desk>.

1.5 Definitions

The following definitions apply to this contract:

- Contracting authority : Enabel;
- Tenderer: an economic operator, including a group of economic operators, who submits a tender;
- Grouping: a group of economic operators without legal personality who submit a tender and are jointly and severally bound;
- Third party: any natural or legal person separate from the tenderer (or the members of the group of tenderers) on whose capacity the tenderer (or the group) relies in order to meet the selection criteria;
- Contractor: the tenderer with whom the framework agreement is concluded;
- Tender: the undertaking of the tenderer to perform the contract in accordance with the contract documents and the conditions contained therein;
- Subsequent public contracts: contracts awarded throughout the duration of the framework agreement by the contracting authority. For the sake of convenience, the term 'order' is also used to refer to subsequent contracts awarded pursuant to this framework agreement;
- Contract document: any document applicable to the contract supplied by the contracting authority or to which it refers (Tender Specifications, inventory, technical specifications, etc.);

⁵ Belgian Official Gazette of 9 May 2017.

⁶ Belgian Official Gazette of 27 June 2017.

- Subcontractor: natural or legal person to whom the contractor entrusts, under its responsibility, the performance of all or part of the contract concluded with the contracting authority;
- Controller within the meaning of the GDPR: the natural or legal person, public authority, department or another body that, alone or jointly with others, determines the purposes and means of processing of personal data;
- Processor within the meaning of the GDPR: the natural or legal person, public authority, department or another body that processes personal data on behalf of the controller;
- Personal data: any information relating to an identified or identifiable natural person.

1.6 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 care, transparently and in strict compliance with privacy protection legislation.

1.7 Deontological obligations

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

1.7.2. For the duration of the public 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 Organization (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

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

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

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

1.7.6. The contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting

authority will be allowed to proceed to any desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

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, sexual exploitation and abuse, etc.) must be sent to the Integrity desk via <https://www.ENABLEintegrity.be>.

2 Subject-matter and scope of the public contract

2.1 Type of contract

This public contract is a contract for services in the meaning of Article 26, §2, 21° of the Law of 17 June 2016 on public procurement).

2.2 Subject-matter of the contract and lots

In the context of the Team Europe Democracy project, Enabel wishes to recruit international experts for short-term assignments related to democratic governance. Enabel wishes to put in place a pool of experts to this end.

The associated type of support and the level of responsibility in this regard will depend on the specific requests made by the stakeholders and beneficiaries of the project through the Intervention Manager of the TED project. These may take the form of one-off or regular missions in the field, as well as remote assistance (based in Belgium).

This contract comprises **three lots**.

The tenderer may submit a tender for all lots or for each lot separately.

A detailed description of each lot is given in part 5 of these Tender Specifications (Terms of Reference).

Lot 1 relates to technical expertise in the area of citizen and political participation, both globally and in the intervention countries.

Lot 2 relates to technical expertise on European Union-Member State coordination in support of democratic governance in the intervention countries.

Lot 3 relates to capacity-building services for institutional actors and civil society at global level and in the intervention countries.

At the time of publication of this contract, Enabel's list of intervention countries included the following: Morocco, Palestine, Democratic Republic of Congo, Rwanda, Uganda, Burundi, Tanzania, Mozambique, Benin, Mali, Niger, Burkina Faso, Senegal, Guinea, Central African Republic, Tunisia, Mauritania, Côte d'Ivoire and Jordan. This list is provided for information purposes only and may be subject to change during the course of the contract (see point 4.8.2 of these Tender Specifications).

2.3 Framework agreement and subsequent contracts

Subject to the number of tenders received, and whether they are selected and regular, the present contract takes the form of a framework agreement concluded with three participants per lot.

For the duration of the framework agreement, orders based on this framework agreement (subsequent contracts) will be awarded in accordance with the conditions set forth below.

Orders based on the framework agreement will be awarded following a re-opening of competition with the participants selected for the lot in question.

The contracting authority will invite these participants to submit their tenders by e-mail and will provide the following information to this end:

- The terms of reference;

- The deadline (estimated number of working days and performance period of the assignment) and the place of execution of the services;
- Deadline for submission of a tender.

Participants must submit their tenders by the deadline specified for each subsequent contract in the invitation to submit a tender. This shall be composed of the following elements:

- The methodological note (see below);
- The names of the experts recruited to the assignment (who must match the profiles proposed in the initial tender).

For subsequent contracts, tenders will be evaluated on the basis of the award criterion relating to methodology.

For lots 1 and 2, participants will be requested to submit a methodological note of maximum 4 pages detailing the following elements:

- Understanding of the terms of reference and proposal of a brief literary review;
- Proposed methodological approaches to exchange views with the different target groups and consideration of gender issues;
- Proposed calendar for carrying out the assignment and producing the deliverables.

For lot 3, participants will be requested to submit a methodological note of maximum 4 pages detailing the proposed methodological approaches for:

- Exchanging views with the different target groups, managing the organisation of the workshop and making presentations;
- Evaluating the impact of the training;
- Drafting the training report;
- Using innovative training techniques.

Tenderers must also be able to demonstrate a perfect command (oral and written) of the language in which the subsequent contract must be performed (French and/or English). This is an essential requirement for each subsequent contract. Tenderers who fail to demonstrate this expertise will be disqualified from tendering on the subsequent contract in question.

Enabel will notify its decision regarding the award of the subsequent contract in writing. All participants in the lot in question will be informed of the outcome of the procedure.

2.4 Specifics of the contract

2.4.1 Right to renounce to the procedure

In accordance with Article 85 of the Law of 17 June 2016, the completion of a procedure in no way implies an obligation to award a public contract. The contracting authority may either decide not to award all or part of the lots of the public contract, if necessary through another award procedure, without having to pay compensation to tenderers for any reason whatsoever.

2.4.2 Exclusive rights

Conclusion of this framework agreement confers no exclusive rights to the contractor. The contracting authority may, throughout the validity term of this framework agreement, have other service providers or its own departments deliver services that are identical or similar to those referred to in these Tender Specifications. Consequently, the contractor may not lay claim to the payment of any sort of compensation.

2.5 Duration of the public contract

This contract shall commence on the first calendar day following notification of its conclusion.

Lots 1 and 3 are for a period of 48 months.

Lot 2 will end at the same time as the TED project, i.e. on 30 June 2027.

During this period, the contracting authority may place orders (subsequent contracts), but cannot exceed the maximum quantities set out in point 2.8 below.

Orders may be placed throughout the duration of the framework agreement, until the last day of the fourth year.

If the service provider is found to be in a situation of conflict of interest, the contracting authority is entitled to terminate the contract without compensation.

2.6 Variants and options

No variants are required or authorised.

Free variants are forbidden.

No options are required or authorised.

Free options are forbidden.

2.7 Quantities

This public contract is a price-schedule contract, i.e. a contract in which the unit prices are flat fee prices and the quantities are estimated. The estimated quantities do not bind the contracting authority.

Orders will be paid for on the basis of the services actually ordered and executed.

2.8 Minimum and maximum quantities for the framework agreement

The maximum quantities per lot for the full duration of the framework agreement are as follows:

- For lot 1: €260,000
- For lot 2: €200,000
- For lot 3: €300,000

The contracting authority makes no commitment to order the above-mentioned maximum quantities, and these are therefore not quantities to which the contractor is entitled. On the other hand, if the maximum quantities are ordered, the framework agreement will have reached its limits and no further orders can be placed.

3 Awarding the public contract

3.1 Award procedure

The contract is awarded by open procedure with Belgian and European publication.

3.2 Semi-official publication

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

3.3 Forum

The awarding of this contract is coordinated by Mr John Tallon, Contracting and Administrative Expert, and Ms Marie Sculier, Procurement Partner. For the duration of the procedure, all contacts between the contracting authority and interested economic operators concerning this contract must go exclusively via these persons, and the economic operators are prohibited from contacting the contracting authority in any other way in connection with this contract.

Interested economic operators may ask questions concerning the Tender Specifications and the contract up to 10 days before the deadline for the submission of tenders. Questions should be submitted via the "forum" at <https://enot.publicprocurement.be>. The contracting authority will publish the answers on the forum as soon as possible and, at the latest, 8 calendar days before the deadline for submission of tenders. Tenderers are advised to regularly check this forum.

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

The tenderer is to submit his tender after reading and taking into account any corrections made to the tender notice or Tender Specifications that are published on the e-Procurement platform.

In accordance with Article 81 of the Royal Decree of 18 April 2017, if an economic operator finds errors or omissions in the procurement documents, which make it impossible to him to establish prices or make a comparison of tenders ineffective, he will immediately report these in writing to the contracting authority. The latter is in any case notified no later than ten days before the deadline date for the submission of tenders.

3.4 Optional information session

Interested economic operators are invited to attend an **optional** information session organised by Enabel. During this session, they can ask for clarification of the procedure and content of the contract.

At the end of this information session, the contracting authority will publish the minutes on the website publicprocurement.be.

The information session will be organised via Teams on 19 August 2024, at 10 a.m.

Reservation mandatory: to facilitate the organisation of the session, interested economic operators are invited to confirm their attendance no later than three calendar days before the information session. To this end, interested economic operators should send a confirmation e-mail to the following addresses: marie.sculier@enabel.be and john.tallon@enabel.be.

3.5 Determination of prices

3.5.1 Method for determining the prices

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

This public contract is a price-schedule contract, i.e. a contract in which the unit prices are flat fee prices and the quantities are estimated. The estimated quantities do not bind the contracting authority.

Orders will be paid for on the basis of the services actually ordered and executed.

At the request of the contracting authority, the tenderer provides it, prior to public contract awarding, with all information intended to enable it to verify the prices offered.

The verification of prices may include any checks of accounting documents and/or any on-the-spot checks by the agents of the contracting authority appointed for this purpose.

3.5.2 Elements included in the prices

3.5.2.1 Taxes and other levies

The service provider includes in his prices any charges and taxes generally applied to services, with the exception of VAT.

VAT is recorded as a separate item in the inventory.

In the context of the present framework agreement, it should be borne in mind that the recipient of the services is based in Belgium.

The services are therefore subject to:

- Belgian VAT for a Belgian service provider;
- VAT in the service provider's country of origin for an EU service provider;
- Without VAT for non-EU service providers.

It should be borne in mind that Enabel is neither subject to VAT nor identified for VAT purposes.

Withholding Tax does not apply to this framework agreement if the recipient of the services is based in Belgium.

3.5.2.2 Other elements included in the prices

As a reminder, the service provider must include all service-related costs in their unit prices.

The following costs in particular must be included in the prices:

- Honorary fees;
- Costs and charges for staff or equipment needed to perform this public contract,
- Participation in meetings;
- Administrative management and secretariat;
- Transport costs (e.g. shuttle to and from the airport) and travel expenses, with the exception of those mentioned below;
- Visa and passport fees;
- Vaccination and testing costs (for example, when a COVID-19 test is required);
- Insurance;
- If necessary, the measures imposed by legislation with regard to the health and safety of workers during the execution of their work;
- Communication costs (including internet);
- Copyright fees.

This list is merely illustrative and by no means exhaustive.

The following costs must not be included in the prices quoted:

- Per diems covering the additional expenses incurred in a professional capacity (and not in a private capacity) and connected with a mission in an intervention country (accommodation, meals, drinks, etc.). Per diems will be reimbursed based on a work schedule attached to the invoice and accepted in advance by the managing official. Per diems must be calculated in accordance with the rules set out on the website of the European Commission: https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-project/diem-rates_en. Only Per diems calculated in accordance with these rules will be reimbursed;
- International air travel for assignments in an intervention country: air tickets for international flights (and, where applicable, train travel to an international airport) between the expert's country of residence and the place of the assignment are booked and paid for by the Enabel travel department (economy-class ticket).

The itinerary will be chosen according to the most logical combination of:

- The best acceptable route (taking into account the most direct route, limiting CO2 emissions);
- The lowest applicable fare (economy class), taking into account the reference conditions defined by Enabel's contracts with the airlines for tickets purchased by Enabel's travel department;
- The travel dates requested for organising the assignment.

Tickets purchased through Enabel's travel department are for IATA airlines only.

- Professional transport in the country (by plane/car/etc.) where the mission in the field will take place: this is generally organised by Enabel. Occasional short trips (local taxi, hotel-office/workshop transfers) will be at the service provider's expense.

Please note:

- Unit prices (in the field and/or at home and/or at Enabel's head office) are paid for all the days actually worked, even if a weekend or public holiday, in accordance with the work schedule attached to the invoice and accepted in advance by the managing official;
- For days involving international travel, 50% of the 'Belgium' price is paid per travel day, in accordance with the work schedule attached to the invoice and accepted in advance by the managing official. No Per Diem will be paid for international travel days;

NB: Services provided at Enabel's head office are not considered as assignments in the field and do not entitle the service provider to any reimbursement of transport, travel or accommodation expenses, or to the payment of per diem. These costs must be included in the prices quoted.

3.6 Submission and opening of tenders

3.6.1 Use of languages

Tenderers may submit their tenders in French or English.

3.6.2 Commitment period of the tender

Tenderers remain bound by their tender for a period of 90 calendar days, as from the deadline date of tender reception.

3.6.3 Form of the tender

Each tenderer may submit only one tender per lot.

Tenderers' attention is drawn to the fact that their tender may not contain or refer to general or special conditions. If this is the case, the tender may be considered to be materially irregular and the contracting authority may reject it for that reason alone.

3.6.4 Submission of tenders

Tenderers are required to fill out the tender forms attached to these Tender Specifications (point 6.4). In case these forms are not used, they are fully responsible for the perfect concordance between the documents they have used and said forms.

The contracting authority requires tenderers to use the federal e-Procurement platform (<https://www.publicprocurement.be/>) for the submission of tenders. This platform complies with the conditions of Article 14 of the Law of 17 June 2016.

To create your account, simply follow the 2 steps below:

1. Register as a new user: https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=6eaa49c91bcd31143ff06421b24bcbc8
2. Register your company: https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KBO010734

For instructions on submitting tenders, please check the following: https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KBO010799

Tenders must be submitted on the platform no later than 10 a.m. on 26 August 2024 (Belgian time).

It should be noted that sending a tender by e-mail does not meet these conditions. The tender cannot be submitted on paper either.

By submitting a tender in whole or in part by electronic means, the tenderer accepts that the data resulting from the operation of the facility receiving his tender will be recorded.

Further information can be obtained on the site: <https://www.publicprocurement.be/> or by calling the e-Procurement department helpdesk: (+32) (0) 2 740 80 00 or e-mail e.proc@publicprocurement.be.

The tenderer must not sign the tender and its annexes individually when they are uploaded to the platform. These documents are signed globally by affixing a qualified electronic signature to the relevant submission report.

MIND:

Before submitting their tenders, tenderers are advised to test the procedure for submitting tenders via the e-Procurement site.

Tenderers are also advised to check whether they have the necessary certificates/e-token to be able to sign their tenders via e-Procurement. Further information is available at <http://www.publicprocurement.be>

By submitting his tender, the tenderer undertakes to comply with the clauses contained in these Tender Specifications. The proposals submitted by the tenderer in response to the contractual clauses or additional questions asked by the contracting authority constitute commitments on his part. The content of his tender forms an integral part of the public contract, as do the details he provides in response to any requests for clarification.

By submitting the tender, the tenderer also acknowledges that he has obtained all the information he requires and that he has drawn up his tender with full knowledge of the facts, nothing being vague or unknown to him.

The tenderer clearly designates in his tender which information is confidential and may therefore not be divulged by the contracting authority.

By submitting his tender, the tenderer acknowledges:

- Having read all the procurement documents;
- Being aware of the scope and specifics of public contract performance;
- Having received all the information he required;
- Having made all the comments and asked all the questions he considered necessary, both for the preparation and submission of his offer and for the actual performance of the public contract;
- Not having discovered any errors and/or defects in the procurement documents which, by their nature, would make it impossible to calculate the price and compare the tenders;
- Having calculated the price of his offer with full knowledge of the facts;
- Having calculated the amount of his tender, taking account of this knowledge of the public contract and providing the necessary means for excellent performance of the public contract;
- Accepting all the clauses of these procurement documents, even if they differ from his own invoicing and/or sales conditions (where the tenderer indicates other invoicing and/or sales conditions, these will not apply).

3.6.5 Signing the tender

As tenders are submitted through an electronic channel, the tender submission report must bear a qualified electronic signature.

Modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed by means of a qualified electronic signature.

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

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal is not signed by means of a qualified electronic signature, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

The documents, including annexes, as well as any erasures or alterations that could affect the terms of the public contract, will be signed by the tenderer or his authorised representative (original signature only, no electronic signature).

If one or more proxies are used, they must also attach to their tender the original public deed or private document granting them these powers or a copy certifying that their power of attorney conforms to the original. They may limit to providing the number of the annexes to the Belgian Official Gazette where the proxy is published.

For the signature procedure, please consult the following: [Entreprises - Signer votre offre/demande de participation \(service-now.com\)](#).

3.6.6 Group of operators

The tender is submitted by a group of economic operators; the tender contains the following information:

- The designation of one operator, member of the group, representing the group vis-à-vis the contracting authority;
- Proof of a joint and several commitment between the members of the consortium; Listing, for each member of the group, of the name, first name, capacity or profession, nationality and domicile or, in the case of a legal person, its social purpose or corporate name, its legal form, its nationality, its registered office, its e-mail address and its enterprise number.

3.6.7 Documents to be attached to the tender

The following documents or information must be attached to the tender:

- 1. The form entitled 'Identification of tenderers' (point 6.1 of the Tender Specifications);**
- 2. Declaration on honour - exclusion grounds (point 6.2 of the Tender Specifications);**
- 3. The ESPD (point 3.7. 1 of the Tender Specifications).**

These three documents must be completed by the tenderer himself, but also by:

- **Where the tender is submitted by a group of economic operators, by each member of the consortium;**
- **By each of the entities whose capacity the tenderer intends to call upon for the performance of the public contract, where applicable;**

- 4. The selection file (point 6. 3 of the Tender Specifications);**
- 5. The statutes, the power of attorney or any other document demonstrating that the person signing the tender submission report is authorised to do so;**
- 6. Documents and information enabling assessment of the award criteria (point 3.8.1 of the Tender Specifications).**

3.7 Selection of tenderers

3.7.1 European Single Procurement Document (ESPD)

3.7.1.1 General - the ESPD

The tenderer submits the European Single Procurement Document (ESPD), which consists of an updated self-declaration which is accepted by the contracting authority providing preliminary evidence replacing the certificates issued by public authorities or third parties confirming that the economic operator concerned:

1° is not in one of the situations listed in Articles 67 to 69 of the Law of 17 June 2016 ;

2° fulfils the applicable selection criteria which have been established in accordance with Article 71 of the Law of 17 June 2016.

In accordance with Article 73, § 3, 2nd paragraph, of the Law of 17 June 2016, Enabel reserves the right to make use of the possibility offered to it to analyse the tenders before having completed the selection phase, with the sole exception of no grounds for exclusion, and compliance with the selection criteria verified on the basis of the ESPD alone. If the contracting authority decides to take this course of action, it will check the documentary evidence submitted by the tenderer with the highest-ranked regular tender which substantiates the latter's declarations in the ESPD, before awarding the contract to that tenderer, if applicable.

3.7.1.2 Procedure for completing the ESPD

Go to <https://dume.publicprocurement.be>, and select your language.

- To the question, 'Who are you?', answer 'I am an economic operator'.
- To the question, 'What would you like to do?', answer 'Create an ESPD response'.
- Indicate your country and click 'Next';
- Complete the following sections of the ESPD:

- **Part I: Information concerning the procurement procedure and the contracting authority or contracting entity**
 - Identity of the procurer:
 - 'Official name': 'Enabel'
 - 'Country': choose 'Belgium'
 - Information about the procurement procedure:
 - 'Type of procedure': choose 'Open procedure'.
 - 'Title': 'Public contract for expertise services relating to citizen participation in democratic governance and human rights, including in fragile situations.'
 - 'Short description': Leave this box empty.
 - 'File reference number attributed by the contracting authority or contracting entity (if applicable)': answer 'BEL22001-10062'.

- **Part II: Information concerning the economic operator**

- Information about the economic operator: provide the information requested as accurately as possible. Your attention is drawn specifically to the following two questions:
 - 'Is the economic operator participating in the procurement procedure together with others?': Only answer 'yes' if you are submitting your tender with one or more other economic operators. These economic operators must submit the tender together with you. They must not simply be subcontractors.
- Information about representatives of the economic operator: If the tenderer is an individual, the information to be provided here is the tenderer's own information. If the tenderer is a legal entity, the information to be provided here relates to the natural person(s) authorised to represent the candidate/legal entity tenderer outside the limits of day-to-day management. The identity of this (these) natural person(s) is generally stipulated in the articles of association of a tenderer which is a legal entity. If, for example, there are two directors, information should be provided for each of them. To add a person, click on the '+' tab to the right of the heading 'Information about representatives of the economic operator'.

Information about reliance on the capacities of other entities: Click on 'yes' if you are relying on the capacity of one or more entities to help you meet the qualitative selection criteria set out in these Tender Specifications. These entities may be subcontractors, but this is not mandatory. These entities are not the operators who may participate in the procurement procedure together with you. For these operators, please refer to the previous question (see above).

- Information concerning subcontractors on whose capacity the economic operator does not rely: Indicate here whether you intend to use subcontractors on whose capacity you will not rely. If you indicate 'yes', specify in the bottom line the identity of any subcontractors you already know.
- **Part III: Exclusion grounds**
 - Grounds relating to criminal convictions: Answer each question, and provide any additional information that may be required if you answer 'yes' to any of them.
 - Grounds relating to the payment of taxes or social security contributions: Answer each question, and provide any additional information that may be required if you answer 'yes' to any of them.
 - Grounds relating to insolvency, conflicts of interests or professional misconduct: Answer each question, and provide any additional information that may be required if you answer 'yes' to any of them.
 - Purely national exclusion grounds: In the context of the present contract, this ground for exclusion refers to any conviction you may have for employing illegally resident third-country nationals. If you have been convicted for this reason, select 'Yes' and answer the additional questions that appear. If you have not been convicted for this reason, answer, 'No'.
 - **PART IV: Selection criteria** To the question 'Do you want to use the selection criteria from A to D? answer 'no'. In this case, you will be asked to provide a global indication of the selection criteria. Specify whether you meet all the required selection criteria (see below).
 - **PART V: Reduction of the number of qualified candidates:** No reduction in the number of qualified candidates is envisaged in the context of the present contract. The response indicated is therefore unimportant.

- **Part VI: Concluding statements:** Provide the requested information.

After completing the entire form, click ‘Overview’ at the bottom of the page. You will see your completed ESPD, which you can download in PDF and/or xml format to submit electronically with your tender.

Economic operators may re-use a ESPD that has already been used for a previous procedure, provided that they confirm that the information provided is still valid.

3.7.1.3 Further details on grounds for exclusion

The mandatory and facultative grounds for exclusion are given in the ESPD and the declaration on honour regarding the policy: 'Know your Counterparty Policy'.

As a reminder, the grounds for exclusion apply to the tenderer as well as to:

- All members of a grouping of economic operators;
- All third-party entities on whose capacities the tenderer intends to rely upon to meet the selection criteria set out in the Tender Specifications (see point 3.7.2, below).

The contracting authority is required to verify that there are no grounds for exclusion on the basis of the following documents:

- 1) An **extract from the criminal record** made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
- 2) The document certifying that the tenderer is in order with the **payment of social security contributions**, except where the contracting authority can directly obtain relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Télémarc).
- 3) The document certifying that the tenderer is in order with the **payment of levies and taxes**, except where the contracting authority can directly obtain certificates or relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Télémarc).
- 4) The document certifying that the tenderer is **not in a state of bankruptcy, liquidation, cessation of business or judicial reorganisation**, except where the contracting authority can directly obtain relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Télémarc).

These documents do not need to be attached to the tender, as the ESPD and the sworn declaration are accepted by the contracting authority as proof *a priori* in lieu of these documents. The contracting authority will subsequently verify the accuracy of the information contained in these documents.

However, for documents that are not accessible via a free national database in a member state of the European Union, **the tenderer must be capable of providing the supporting documents within 5 working days of the contracting authority’s request.**

Tenderers are therefore strongly advised not to wait for the contracting authority’s request and to request the necessary documents from the competent authorities of the country in which they are based as soon as possible. The waiting times for obtaining certain documents can indeed be long.

3.7.2 Selection criterion - technical or professional capacity of the tenderer

The criteria relating to technical or professional capacity are described in point 6.3 of these Tender Specifications, entitled, ‘Selection file’.

Tenderers must demonstrate in their tenders that they meet the minimum requirements for this criterion relating to technical or professional capacity.

3.8 Evaluation of tenders

3.8.1 Award criteria

For each lot, the contracting authority will select the economic operators who have submitted the three economically most advantageous, compliant bids, or bids with minor irregularities, based on the award criteria below. If fewer than three participants meet these conditions, all qualifying participants will be selected.

3.8.1.1 First award criterion - Price (30 points) - Valid for all lots

The award criterion relating to price is divided into two award sub-criteria, namely:

- Award sub-criterion no. 1 - 'Belgium' price (15 points): proposed rate for a day's work by an expert in Belgium;
- Award sub-criterion no. 2 - 'Country' price (15 points): proposed rate for a day's work by an expert in the field;

These prices will apply regardless of the profile (medium, senior) who will carry out the assignment.

Tenderers are invited to take this into account when setting their prices.

To assess this criterion, the tenderer must complete the tender form referred to in point 6.4 of the Tender Specifications.

The tender with the lowest total price is awarded the maximum points available for this sub-criterion.

For other tenders, the criterion will be assessed on the basis of the following proportionality rule:

$$\mathbf{B = [P(lowest)/P(tender)] \times Z}$$

Where:

- B = the number of points obtained by the tender examined;
- P(lowest) = the amount of the lowest regular tender;
- P(tender) = the amount of the tender examined;
- Z = the weighting of the item concerned.

The points obtained for the various sub-criteria will be added together.

With regard to VAT, please note that the services are subject to:

- Belgian VAT for a Belgian service provider;
- VAT in the service provider's country of origin for an EU service provider;
- Without VAT for non-EU service providers.

Tenders will be compared inclusive of VAT.

3.8.1.2 Second award criterion - Experience of the team (70 points)

For each lot, the tenders that meet the determined team/profiles type (when these are defined, see the column "Experience required" below) will be awarded 50% of the points for the relevant sub-criterion. In such cases, the contracting authority considers the quality of expertise to be average. Tenders that exceed this typical team/desired profiles will receive a score between 50% and 100% of the points for the said sub-criterion.

The contracting authority specifies that the determined team/profiles type are not minimum requirements affecting the validity of the tenders. Tenders that do not meet this determined team/profiles type will not be disqualified for this reason. Conversely, the minimum and maximum numbers of experts mentioned for each lot are an essential requirement of the contract, which tenders must comply with, under penalty of substantial irregularity of their tender. These minimum and maximum numbers indeed concern the tenderers' capacity to execute the relevant lot of the contract (minimum number) or its proper execution (maximum number).

Lot 1

In order to assess this criterion, the tenderer must provide details of the composition of the proposed team to execute lot 1 of the contract.

The team must comprise a minimum of 3 experts, and a maximum of 12.

The tenderer shall describe the experience of the members of this team in the following areas of expertise:

Area	Contents	Experience required	Points
General professional experience	<p>Tenderers shall provide details of the professional experience of the proposed experts in the sector of international cooperation, or in public policy analysis and consultation.</p> <p>Cross-cutting knowledge of related topics such as the rule of law, anti-corruption and digital media is an asset.</p>	<p>At least 70% of the proposed experts have:</p> <ul style="list-style-type: none"> - At least 10 years' professional experience in the sector of international cooperation or public policy analysis and consultation in at least 2 of the following 4 themes of citizen and political participation: <ol style="list-style-type: none"> 1. Inclusive participation; 2. Strengthening the civic space; 3. Local democratic governance; 4. Dynamics between citizens and institutions in between elections. 	20

		<p>The other experts have at least 5 years' professional experience in the same sectors and themes.</p> <p>The team is composed in such a way that all sectors and themes are covered.</p>	
Specific professional experience	<p>Tenderers shall provide details of the professional experience of the proposed experts in:</p> <ul style="list-style-type: none"> - Formulating, implementing and evaluating development projects financed by the European Union, its member states or other international cooperation agencies; - Drafting strategic and operational documents and reports for meetings of multicultural groups. 	<p>The proposed experts have:</p> <ul style="list-style-type: none"> - At least 3 years' professional experience in formulating, implementing or evaluating development projects financed by the European Union, its member states or other international cooperation agencies; - At least some experience drafting strategic and operational documents or reports for meetings of multicultural groups. 	20
Professional experience in the intervention country/region	<p>Tenderers shall provide details of the professional experience of the proposed experts in one of the following intervention regions: West, East, North, South or Central Africa; South America; East, Southeast and South Asia; Eastern Europe; Middle East.</p>	<p>The proposed experts have at least 3 years' experience in one of these intervention regions, including at least 2 years' experience in the shortlisted countries (Morocco, Palestine, DR Congo, Rwanda, Uganda, Burundi, Tanzania, Mozambique, Benin, Mali, Niger, Burkina Faso, Senegal, Guinea, Central African Republic, Tunisia, Mauritania, Côte d'Ivoire and Jordan).</p>	20
Others	<p>Tenderers shall provide details of the professional experience of the proposed experts:</p> <ul style="list-style-type: none"> - As regards collaboration with (local) public authorities, civil society organisations and research centres on democratisation and development issues. - In coordinating or facilitating multi-stakeholder dialogue in the field or at the global level. <p>A mixed team of local, regional and international experts is a plus.</p>	/	10

Lot 2

In order to assess this criterion, the tenderer must provide details of the composition of the two proposed teams to execute lot 2 of the contract.

The first team is made up of international experts (at least 1 expert and no more than 10).

The second team is made up of national/regional experts (at least 1 expert and no more than 10).

The tenderer shall describe the experience of the members of these teams in the following areas of expertise:

Area	Contents	Experience required	Points
General professional experience	Tenderers shall provide details of the professional experience of the proposed experts in: <ul style="list-style-type: none">- The sector of international cooperation or public policy analysis and consultation in the area of support for democratic governance, accountability and the rule of law, citizen and political participation, media freedom, digital, or human rights.	For the team of international experts: <ul style="list-style-type: none">- The proposed experts have at least 10 years' professional experience in this area of expertise.	25
	Tenderers shall provide details of the professional experience of the proposed experts in: <ul style="list-style-type: none">- The sector of international cooperation or public policy analysis and consultation in the area of support for democratic governance, accountability and the rule of law, citizen and political participation, media freedom, digital, or human rights.- Public sector institutions in one of the intervention countries.	For the team of national/regional experts: <ul style="list-style-type: none">- The proposed experts have at least 5 years' professional experience in this area of expertise.- The proposed experts have at least 3 years' professional experience in or with public-sector institutions in one of the intervention countries.	25

<p>Specific professional experience in the area of European Union - Member States cooperation</p>	<p>Tenderers shall provide details of the professional experience of the proposed experts:</p> <ul style="list-style-type: none"> - With development projects implemented or financed by the European Union and/or its member states; - In coordinating or facilitating dialogue between the different actors in international cooperation. 	<p>For the team of international experts:</p> <ul style="list-style-type: none"> - The proposed experts have at least 3 years' experience with development projects implemented or financed by the European Union or its member states in the last 15 years. <p>For the team of national/regional experts:</p> <ul style="list-style-type: none"> - The proposed experts have at least some experience in coordinating and/or facilitating dialogue between the different actors in international cooperation. - The proposed experts have at least 3 years' experience with development projects implemented or financed by the European Union or its member states in the last 15 years. 	<p>25</p>
<p>Professional experience in the intervention country/region</p>	<p>Tenderers shall provide details of the professional experience of the proposed experts in one of the following intervention regions: West, East, North, South or Central Africa; South America; East, Southeast and South Asia; Eastern Europe; Middle East.</p>	<p>For the team of international experts:</p> <ul style="list-style-type: none"> - The proposed experts have at least 3 years' experience in one of these intervention regions, including 2 years' experience in the shortlisted countries (Morocco, Palestine, DR Congo, Rwanda, Uganda, Burundi, Tanzania, Mozambique, Benin, Mali, Niger, Burkina Faso, Senegal, Guinea, Central African Republic, Tunisia, Mauritania, Côte d'Ivoire and Jordan). <p>For the team of national/regional experts:</p> <ul style="list-style-type: none"> - The proposed experts have at least 5 years' experience in one of these intervention regions, including at least 3 years' experience in the area of development cooperation and at least 3 years' experience in the shortlisted countries (Morocco, Palestine, DR Congo, Rwanda, Uganda, Burundi, Tanzania, Mozambique, Benin, Mali, Niger, Burkina Faso, Senegal, Guinea, Central African Republic, Tunisia, Mauritania, Côte d'Ivoire and Jordan). 	<p>20</p>

Lot 3

In order to assess this criterion, the tenderer must provide details of the composition of the proposed team to execute lot 3 of the contract (at least 2 experts and no more than 10).

The tenderer shall describe the experience of the members of this team in the following areas of expertise:

Area	Contents	Experience required	Points
General professional experience	Tenderers should provide details of the professional experience of the proposed experts in training civil society actors, public authorities, local authorities or European Union Delegations and Member States, in the area of democratic governance, citizen and political participation, accountability and the rule of law, or the role of the media and digital technology.	The proposed experts have at least 5 years' experience in this area of expertise.	40
Specific professional experience	Tenderers shall provide details of the professional experience of the proposed experts in: <ul style="list-style-type: none">- Designing and delivering dynamic, interactive online training courses;- Using online interactive engagement platforms such as Wooclap, Mentimeter, etc.;- Using e-learning and learning management systems;- Using inclusive animation methods and tools.		30

3.8.2 Conclusion of the public contract

The lot in question will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the implicit sworn declaration contained in the ESPD with regard to that tenderer.

In accordance with the procedure applicable to this contract, the lot in question will not be concluded until the end of a 15-day standstill period, which commences on the day following notification of the reasoned award decision.

For the sake of transparency, Enabel undertakes to publish an annual list of its contractors. By submitting its tender, the tenderer agrees to the publication of the title of the contract, the nature and object of the contract, its name and registered office, and the contract price.

4 Specific contractual conditions

This chapter holds the specific administrative and contractual provisions that apply to this public contract as a complement or an elaboration of the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and concessions for public works.

These Tender Specifications also derogates from Article 19 of the Royal Decree (see point 4.4 below).

4.1 Managing official (Art. 11)

The managing official is Mia SICHELKOW (mia.sichelkow@enabel.be).

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

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

However, the signing of amendments or any other decision or agreement implying derogation from the essential provisions 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.

Under no circumstances is the managing official allowed to modify modalities (e.g. delivery deadlines) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement derogating the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.2 Subcontractors (Art. 12 to 15)

4.2.1 General remarks

Except with the express prior agreement of the contracting authority (see point 4.2.2 below), the service provider may not entrust all or part of the assignment described in these Tender Specifications to a subcontractor other than the one announced in his tender.

Where all or part of the public contract services are entrusted to one or more subcontractors, the contractor remains, in all cases, solely liable to the contracting authority.

The contractor will be responsible for the management and coordination and bear the costs of their fees and all related costs.

No later than the start of the performance of the contract, the contractor must provide the contracting authority with the following information: the name, contact details and legal representatives of all subcontractors, regardless of their level of participation in the subcontracting chain and regardless of their place in this chain. Throughout the course of the public contract, the contractor is required to inform the contracting authority without delay

of any changes to this information and of the information required for any new subcontractor who subsequently participates in these services.

A subcontractor is forbidden to subcontract the whole of the public contract entrusted to it.

4.2.2 Replacement of an expert

The contractor may propose the replacement of an expert provided the following conditions and modalities are respected.

The contractor submits to the managing official the Curriculum Vitae of the expert and the latter's agreement to perform services on behalf of the economic operator in question.

The proposed expert:

- Must meet the selection criteria and the requirements set out in Part 5 of these Tender Specifications (Terms of Reference);
- Cannot be an expert proposed by one of the other participants in the framework agreement.

A replacement will only be accepted if the new expert meets these two conditions.

The contracting authority reserves the right to accept or reject the new expert, even if he or she meets the two conditions defined above.

If the new expert is not accepted, the contractor may either retain one of the experts initially proposed or propose a new profile.

4.3 Protection of personal data

4.3.1 Protection 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.

4.3.2 Protection of personal data by the contractor in his capacity as subcontractor

Where during contract performance, the contractor processes 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, the following provisions apply:

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

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

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

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

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

To this end, by submitting his tender, the tenderer agrees to comply with the obligations detailed in point 6.7 of these Tender Specifications.

4.4 Intellectual property (Art. 19 to 23)

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

This public contract is a purchase order public contract under the terms of which the contractor acknowledges that he transfers to the contracting authority all economic rights relating to copyright in all the works covered by the contract (including texts, documents and graphics attached thereto or incorporated therein, all preparatory work, etc.) which are from his or his team's hands. If they are the work of third parties, the contractor guarantees that he has acquired all exclusive rights and that he can transfer them to the contracting authority.

The costs of transferring these rights for all modes and forms of exploitation that are transferred are fully included in the prices of the public contract.

In no case may the service provider claim any special indemnity, compensation or damages for the use, in the performance of this public contract, of patents, licences, copyrights, etc., for which it is assumed that he has taken into account the charges resulting from such use when drawing up his tender.

It is further specified that the contracting authority is under no obligation to pay anything whatsoever to any third party holding (and/or exploiting) a patent, licence, etc. used in the performance of this public contract. The contractor is in all cases solely responsible for his own performance processes, even if the requirements of this public contract only indirectly indicate that the use of a patent, licence, etc. is necessary for the proper performance of the services covered by these Tender Specifications.

In short, any patent rights, licences, royalties, copyright or other costs are the responsibility of the contractor, who remains solely liable in the event of any claim.

4.5 Conflicts of interests

As part of the fight against conflicts of interests, in particular in view of avoiding revolving doors mechanisms as defined in the Law of 8 May 2007 approving the United Nations

Convention against Corruption, adopted in New York on 31 October 2003, the tenderer shall refrain from relying on any former (internal or external) collaborator(s) of the contracting authority, within two years from their resignation, retirement or any other type of departure from the contracting authority, for whatever reason, directly or indirectly, for the elaboration and/or submission of its tender or any other intervention under the award procedure or for tasks to be conducted as part of the performance of this public contract.

The above provision does however only apply when there is a direct link between the preceding activities conducted for the contracting authority by the person(s) concerned and their activities in this public contract.

Any breach of this measure liable to distort the normal conditions of competition is subject to a sanction in accordance with the provisions of Article 6 of the Law of 17 June 2016 on public procurement. In concrete terms, this sanction, depending on the case, consists of discarding the tender or terminating the public contract.

4.6 Respect of environmental, social and labour law

The contractor must respect and have any person acting as a subcontractor at any stage of the public contract and by any person seconding personnel for the performance of this public contract respect all obligations applicable in the domains of environmental, social and labour legislation under European Union regulations, national law, collective agreements or international environmental, social and labour provisions listed in Annexe II of the Law of 17 June 2016.

4.7 Performance bond (Art. 25 to 33)

No performance bonds are required in the context of this contract.

4.8 Amendments to the public contract

4.8.1 Applicable provisions

Under Articles 38 et seq. of the Royal Decree of 14 January 2013, public contracts may not be amended without a new award procedure, except in the cases provided for in Articles 38/1 (additional services), 38/2 (events unforeseeable by the contracting authority), 38/3 (replacement of the contractor), 38/4 (changes of minor nature) and 38/5 and 38/6 (non-substantial changes).

These Tender Specifications also includes the following re-examination provision:

- Revision of prices (Art. 38/7);
- Taxes affecting the value of procurement (Art. 38/8);
- Unforeseeable circumstances to the disadvantage the contractor (Art. 38/9);
- Unforeseeable circumstances in favour of the contractor (Art. 38/10);
- Facts of the contracting authority and the contractor (Art. 38/11);
- Compensation following suspensions ordered by the contracting authority and incidents during the procedure (Art. 38/12).

A decision of the Belgian State to terminate cooperation with one of the partner countries is deemed to be unforeseeable circumstances within the meaning of Article 38/9 of the Royal Decree of 14 January 2013.

In the event of the suspension or cessation of activities by the Belgian State which affects the financing of this contract, Enabel will use reasonable means to obtain a maximum amount of damages.

4.8.2 Specific re-examination provisions

The present contract may be modified, regardless of the amount of the modification, in the following circumstances:

Add a country where Enabel is active

The contractor may be entrusted with the execution of services similar to those performed in the context of the present contract in a new country where Enabel is active (this may be a new partner country of the Belgian Cooperation or a new country where Enabel performs missions for third parties).

Replacement of a consultant

The contractor may propose the replacement of a consultant subject to the following conditions and terms.

The contractor must submit the Curriculum Vitae of the expert to the contract manager and obtain the agreement of the expert to perform services on behalf of the specified economic operator.

The proposed consultant:

- Must meet the selection criteria and satisfy the requirements listed in section 5 of the present special terms and conditions (Terms of Reference);
- Cannot be a consultant proposed for the same lot by another participant in the framework agreement.

The replacement will only be accepted if the new consultant meets both conditions.

The contracting authority reserves the right to accept or reject the new consultant, even if they meet the two aforementioned conditions.

If the new expert is not accepted, the participant can either retain one of the initially proposed experts or propose a new profile.

4.9 Performance modalities (Art. 146 et seq.)

4.9.1 Contact person at the service provider

The tenderer shall indicate in its tender the contact person within its organisation for all questions relating to orders, deliveries, invoicing, technical aspects, etc., concerning the present contract. The tenderer shall provide the contact details of this person (surname, first name, position, telephone number, e-mail), as well as those of a backup person.

It is essential that both the contact person designated by the tenderer and the backup person are fluent in French or English.

4.9.2 Order and performance period

Orders based on the framework agreement will be awarded following a re-opening of competition with the participants selected for the lot in question.

The contracting authority will invite these participants to submit their tenders by e-mail and will provide the following information to this end:

- The terms of reference;
- The deadline (estimated number of working days and performance period of the assignment) and the place of execution of the services;
- Deadline for submission of a tender.

Participants must submit their tenders by the deadline specified for each subsequent contract in the invitation to submit a tender. This shall be composed of the following elements:

- The methodological note (see below);
- The names of the experts recruited to the assignment (who must match the profiles proposed in the initial tender).

For subsequent contracts, tenders will be evaluated on the basis of the award criteria relating to **methodology**.

For lots 1 and 2, participants will be requested to submit a methodological note of maximum 4 pages detailing the following elements:

- Understanding of the terms of reference and proposal of a brief literary review;
- Proposed methodological approaches to exchange views with the different target groups and consideration of gender issues;
- Proposed calendar for carrying out the assignment and producing the deliverables.

For lot 3, participants will be requested to submit a methodological note of maximum 4 pages detailing the proposed methodological approaches for:

- Exchanging views with the different target groups, managing the organisation of the workshop and making presentations;
- Evaluating the impact of the training;
- Drafting the training report;
- Using innovative training techniques.

Tenderers must also demonstrate a perfect command (oral and written) of the language in which the subsequent contract must be performed (either French or English). This is a minimum requirement for each subsequent contract. Tenderers who fail to demonstrate this expertise will be disqualified from tendering on the subsequent contract in question.

Enabel will notify its decision regarding the award of the subsequent contract by e-mail. All participants in the lot in question will be informed of the outcome of the procedure.

Once the subsequent contract has been awarded, the order letter will be sent to the service provider by e-mail. The letter will be accompanied by details of the services expected and the agreed performance period.

The service provider shall acknowledge receipt of the order letter by e-mail within 2 working days of sending.

The performance period starts on the date mentioned in the order letter.

The time limit for the completion of the contract is expressed either as a fixed deadline or as a presumed number of working days.

If the performance period is expressed as a presumed quantity, orders will be paid for on the basis of the services actually ordered and performed. The presumed quantities are not binding on the contracting authority. The contractor cannot claim damages if these quantities have not been reached.

Payment for the service will be made on the basis of an end-of-mission report (or the deliverable(s) agreed in the purchase order).

When the purchase order is clearly incorrect or incomplete and performance of the order becomes impossible, the service provider immediately notifies the managing official about this in writing.

4.9.3 Place where the services must be performed and formalities (Art. 149)

The services will be performed in one of the following places:

- The home or country of residence of the expert;
- Enabel's head office in Brussels;
- One of the partner countries.

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

The contractor assumes full responsibility for the correct performance of the contract in compliance with the regulations, the rules of the art, the specifications and its tender. In the event of a contradiction between the contract documents and the tender, the provisions of the contract documents shall prevail, except where the tender is more advantageous to the Contracting Authority.

The contractor assumes full responsibility for any errors, omissions or shortcomings in the services provided, including in particular studies, calculations, plans and any other documents that it supplies.

The contractor is also civilly liable for any infringements of regulations committed by its staff or those of its subcontractors.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance or shortcomings in the services performed.

The contractor shall comply with and ensure compliance by any subcontractor or entity

providing staff for the performance of the contract with the applicable obligations in the area of social, labour and environmental law. In particular, and without prejudice to the other special provisions of these specifications:

- The contractor shall comply with (and ensure compliance on the part of its subcontractors) the obligations and prohibitions arising from the fundamental ILO conventions referred to in Annexe II of the Law of 17 June 2016;
- The contractor shall comply with (and ensure compliance on the part of its subcontractors) the prohibition on employing illegally resident personnel and the obligation to pay its workers the remuneration to which they are entitled on time.

The contractor who is informed that a subcontractor has failed to comply with the above-mentioned obligations (in particular in the event of notification by the Labour Inspectorate or by posting) shall immediately suspend performance of the subcontracting contract and shall prohibit the subcontractor from accessing the premises where the contract is to be performed and, where applicable, shall terminate the subcontracting contract.

4.11 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.

4.12 Means of action of the contracting authority (Art. 44–51 and 154–155)

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

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

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

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

4.12.1 Failure of performance (Art. 44)

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

- 1° when performance is not carried out in accordance with the conditions specified in the procurement documents; ;
- 2° at any time, when performance has not progressed in such a way that it can be fully

completed on the due dates; ;

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

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

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

§ 3. 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.

4.12.2 Fines for delay (Art. 46 and 154)

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

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

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

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

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

§ 2. The measures as of right are:

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

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

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

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

4.13 End of the public contract

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

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

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

The contracting authority has a verification period of thirty days from the date of completion of each service to carry out the acceptance formalities and notify the service provider of the result.

This term commences provided that the contracting authority possesses the list of services delivered and the invoice.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official in writing, and to ask for the acceptance procedure to be carried out.

Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services or receipt of the service provider's request, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Partial acceptance is planned at the end of each service, based on an end-of-mission report, or on the deliverables indicated in the order letter.

This partial acceptance will be performed by the managing official for subsequent contracts/orders, in accordance with the conditions set out above.

Final acceptance is planned at the end of the last subsequent contract implemented under this framework agreement. This will be performed by the managing official, in accordance with the conditions set out above.

Payment of the sum owed to the service provider must occur within the thirty day payment term from expiry of verification period, provided that the contracting authority is, at the same time, in the possession of the duly prepared invoice.

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

The contractor is obliged to send the invoices (in one copy) and the official contract acceptance report to the address indicated in the order letter. This address will vary depending on whether the order is issued from Enabel's head office in Brussels or from Enabel's representations or projects abroad. The identity of the ordering party and the invoicing address will be specified in the order letter.

In accordance with Directive 2014/55/EU and the Royal Decree of 9 March 2022 on public procurement specifying the obligation for companies to use electronic invoicing, the contractor must use an electronic invoicing system.

If the contractor is registered with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) in Belgium, he can use the Belgian [Mercurius](#) portal to receive electronic invoices in accordance with the standards and rules in force.

Non-Belgian contractors can use one of the certified access points on the international network [Peppol](#). To access the list of service providers offering the use of these access points: <https://peppol.org/members/peppol-certified-service-providers/>

Where appropriate, order letters for subsequent contracts will contain further details on how to draw up invoices and where to send them to.

4.13.2.1 Advance payment system

Pursuant to articles 12/1, paragraph 2, 1°, and 12/2, of the law of 17 June 2016, an advance payment will be granted to the contractor in the context of each subsequent contract if the latter is an SME.

However, the payment of the advance is subject to the contractor submitting a written dated demand to that effect.

The advance payment is calculated on the basis of the reference value of the subsequent contract, i.e.:

- If the duration of the subsequent public contract is equal to or less than 12 months, the reference value is equal to the initial value of the subsequent public contract, all taxes included;
- If the duration of the subsequent public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the subsequent public contract, including taxes, divided by the duration of the contract expressed in months;
- In the case of an open-ended subsequent public contract, the reference value is the value per month of the public contract multiplied by 12.

The initial amount of the subsequent contract corresponds to the total price proposed by the contractor for the assignment.

The amount of the advance is calculated by applying the following percentages to the reference value of the subsequent public contract:

- 20% if the contractor is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;
- 10% if the contractor is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;
- 5% if the contractor is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

No advance is granted before:

- Notification of the conclusion of the subsequent contract;
- a financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the subsequent public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid to the contractor in the event of total or partial non-performance of the subsequent public contract.

Payment of the advance may be suspended if it is found that the contractor does not comply with his contractual obligations or if he contravenes the provisions of Article 7 of the Law of 17 June 2016.

The advance payment will be deducted from the amounts due to the contractor as follows: the first half of the advance payment is deducted from the sums due to the contractor when the amount of the services performed reaches 30% of the initial value of the subsequent public contract and the second half of the advance payment is deducted from the sums due to the contractor when the amount of the services performed reaches 60% of the initial value of the subsequent public contract.

4.14 Litigation (Art. 73)

This 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 the public contract.

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

If there is no agreement, the courts of the judicial district of Brussels shall have sole jurisdiction to find a solution. French or Dutch are the languages of proceedings.

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

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

Enabel, public-law company
Global Procurement Services
To the attention of Inge Janssens
Rue Haute 147
1000 Brussels
BELGIUM

5 Terms of reference

5.1 General remarks

Enabel is the Belgian development agency. Our mission is to build a sustainable world where all live under the rule of law and are free to thrive. With our partners, we offer solutions addressing pressing global challenges – Climate Change, Social and Economic Inequalities, Urbanisation, Peace and Security, Human Mobility – and promoting Global Citizenship.

We have over 20 years' experience in areas ranging from education and health care to agriculture, environmental protection, digitalisation, employment and governance. Enabel's expertise is eagerly sought-after by partners around the globe – ranging from the Belgian government, European Union institutions, governments of other countries and the private sector. We work with civil society, research institutes as well as businesses and we foster fruitful interaction between development policy and other areas.

With over 2100 staff, Enabel manages over 200 projects in more than twenty countries, in Europe, Africa and the Middle East.

5.2 Background and justification

Nowadays, democratic values are being strongly challenged. There is a *global decline of liberal democracy*. An increase in executive power, erosion of democratic norms, and a general constriction of fundamental freedoms can be witnessed in all regions of the world, even in consolidated democracies. The COVID-19 pandemic and resulting crisis have put democratic governance under huge strain and have been used in some countries as a pretext for further repression, power centralisation and oversight mechanisms suppression. Globally, low levels of trust in democracy have fallen further as restrictions on civil liberties have fanned anti-government sentiment. Reversing these negative trends will require *joint efforts* to inform stakeholders about the advantages of democracy and to unify messaging against violations of human rights and civil liberties.

Against this backdrop, in December 2021 the European Commission, together with 14 EU⁷ member states, launched the **Team Europe Democracy Initiative (TED)**, a global thematic initiative of Team Europe (TEI) to promote democracy and human rights worldwide. The main objective of TED is to create a coordinated strategic European response in support of democracy, that is effectively steered worldwide by the TED Secretariat.

To achieve this objective, the TED Secretariat, implemented by GIZ and Enabel, is working to achieve 3 outcomes:

1. A 'TED network', made up of EU member states, European civil society organisations, practitioners and other partners in the area of democracy, which is operational and coordinated by the TED secretariat;
2. The TED Secretariat is responsible for the overall knowledge management, for exchange with the research pillar and dissemination of data and research produced by the TED Network members;
3. Technical support for the joint efforts of European Union Delegations and Member States in the partner countries is facilitated and provided by the TED secretariat.

The strategy of the TED Secretariat therefore has two complementary dimensions:

⁷ Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Ireland, Netherlands, Poland, Slovakia, Spain, and Sweden

- A **global dimension** via the TED network, aimed at putting in place and bolstering the operational structures, networks and coalitions to promote and protect democracy and human rights worldwide;
- A **partner country dimension** aimed at raising awareness of the TED approach and initiatives in partner countries, and facilitating their operationalisation.

Together, the two dimensions will identify disparate and/or overlapping actions, help coordination and communication on the current actions, and inspire, promote and support new Team Europe initiatives which at the global level involve the TED network, and at the partner country level, EU Delegations and MS embassies, as well as stakeholders.

The TED network is organised around three working groups, each focusing on distinct thematic priorities.

1. Group 1 focuses on accountability and the rule of law;
2. Group 2 on political and civic participation;
3. Group 3 on media and digital.

Enabel facilitates Working Group 2, whose aim is to **help improve policy, programming and coordination to support political and civic participation, with the aim of enhancing the impact of the support for democracy, both globally and in the partner countries.**

Launched in September 2023, the work plan of the second working group of the TED network focuses on 4 thematic priorities:

1. Facilitating inclusive participation for women, youth, marginalised communities and minorities, and persons with disabilities;
2. Strengthening civic space in partner countries;
3. Strengthening local democratic governance, with an emphasis on citizen engagement;
4. Exploring the dynamics between citizens and institutions (political parties and parliaments) in between elections.

In addition to TED's work in this field, **Enabel** supports numerous partner countries in strengthening civil society participation, citizen involvement and social cohesion, at national, regional and local public policy levels, including in fragile situations. This dimension makes it possible to respond to specific contemporary global challenges included in Enabel's 2030 strategy, namely peace and security, climate change, urbanisation, human mobility and social and economic inequalities.

5.3 Experience and skills required

The aim of this framework agreement is to ensure the effective recruitment of external individuals to support the activities of the TED project and Enabel in the area of democratic governance, in particular citizen and political participation. These activities cover different domains; from policy analysis and research to informing policy programming and implementation at the global and national levels, to facilitating meetings and workshops, and developing and delivering training on democratic governance.

At the time of publication of these terms of reference, the shortlisted countries were the following: Morocco, Palestine, DR Congo, Rwanda, Uganda, Burundi, Tanzania, Mozambique, Benin, Mali, Niger, Burkina Faso, Senegal, Guinea, Central African Republic, Tunisia, Mauritania, Côte d'Ivoire and Jordan. This list of countries is merely indicative and is subject to change. These intervention countries are the subject of all lots, as case studies, pilot projects, etc.

This framework agreement is divided into **3 lots**. A description of each lot is given below.

5.3.1 Description of lot 1: technical expertise in civic and political participation

This first lot of the framework agreement aims to complement the skills of the in-house team of Enabel and TED with external expertise in 4 main areas: (i) inclusive participation, (ii) strengthening the civic space, (iii) local democratic governance and (iv) the dynamics between citizens and institutions (political parties and parliaments) in between elections. It will also make it possible to meet the need for expertise in urban and territorial governance, facilitating the citizen participation processes, analysing and implementing citizen participation tools, developing knowledge products, or formulating and evaluating actions relating to the rights-based approach in development projects.

This lot focuses on the 4 thematic priorities:

1. Facilitating inclusive participation for women, youth, marginalised communities and minorities, and persons with disabilities;

Inclusive participation involves the active involvement of all citizens in decision-making and community activities, ensuring that all voices, including those of people with disabilities, women, young people and other marginalised population groups, are heard at local and national levels. Promoting inclusive participation helps build more democratic, fair and resilient societies, by strengthening social cohesion and respecting the fundamental rights of all citizens. There is a focus on implementing the human rights-based approach in projects designed to help strengthen inclusion.

2. Strengthening civic space

Strengthening civic space aims to promote and protect the environment in which citizens, civil society organisations and any other group living in a territory exercise their fundamental rights. This includes creating favourable legal, political, institutional and practical conditions that enable individuals and organisations to express themselves freely, participate actively in public⁸ life, associate, assemble peacefully and advocate their interests and rights without fear of reprisal or repression. The efforts in this area also focus on combating the factors leading to a decline in democratic values and a closing of the civic space, which have been observed globally over the last ten years.

3. Strengthening local democratic governance

Local democratic governance refers to the management of public affairs at local level, based on the principles of democracy. It aims to ensure transparency, accountability and the equitable, inclusive participation of all members of local society in decision-making processes. It is based on solid democratic institutions, free and fair elections, and respect for human rights and fundamental freedoms at local level. It involves inclusive participation, the decentralisation of power and resources, and the strengthening of institutions and procedures for involving citizens in local policies and initiatives.

4. The dynamics between citizens and institutions (political parties and parliaments) in between elections

The dynamics between citizens, civil society organisations and democratic institutions, such as political parties and parliaments, in between elections, foster a more dynamic, inclusive and accountable democracy, where the needs, interests and rights of all members of society are taken into account and respected. These dynamics are characterised by permanent citizen participation, open dialogue, accountability for political and budgetary decisions, and

⁸ OECD (2022), *The Protection and Promotion of Civic Space*. OECD Publishing, Paris, <https://doi.org/10.1787/d234e975-en>, p. 11.

collaboration between citizens and the democratic institutions that are supposed to represent them.

In summary, the service provider will be required to (non-exhaustive list):

- Design and carry out **evaluations and analyses** to inform the formulating, programming and performance of interventions by stakeholders of TED and Enabel;
- Develop **methodological tools and approaches** to strengthen citizen and political participation in the intervention countries;
- Facilitate and lead **exchange workshops** for members of the TED network, other TED stakeholders, local authorities and civil society in the intervention countries, and draft **summary reports** including recommendations for improvement in formulating, programming and implementing interventions in the field;
- Support and facilitate the **formulation and performance of joint projects and initiatives** between members of the TED network, European Union Delegations and member states in the intervention countries;
- Design and facilitate processes for **capitalising** on multi-actor interventions to improve the formulating, programming and performance of interventions in support of citizen and political participation. Support for the rule of law, accountability, transparency, the media and digital governance may also be addressed, given the importance of these elements in strengthening democracy;
- Analysing and implementing **citizen participation tools** (including participatory budgeting, citizen projects/initiatives, citizen feedback/control tools);
- Using **information and communication technologies** for citizen participation at local/territorial level (websites, platforms, etc.);
- Civic-tech: developing **digital tools** for citizen and local participation.
- Providing recommendations and developing **an action plan** for reform/action on a specific topic related to democratic governance

5.3.2 Description of lot 2: technical expertise on European Union-Member State coordination in support of democratic governance in the intervention countries.

The aim of this second lot is to provide technical expertise to European Union Delegations (EUDs) who have identified democratic governance as a priority and requested support from the TED secretariat. The aim is to enhance the effectiveness and coherence of EU-MS initiatives in support of democracy, by promoting better coordination between the EU and its member states.

This technical expertise will help EUDs to better coordinate with Member State (MS) representatives within the country, their respective agencies, and other stakeholders involved in actions to support democracy in the country, by mapping the existing actors and resources, facilitating joint actions, identifying common actions and synergies and making them more visible and coherent, among other possible actions. The aim is to increase the number of joint actions in these areas of action under the aegis of 'Team Europe', and reducing isolated actions and avoiding overlaps in the process.

In addition, the expert(s) will be required to design country-specific studies and methodological tools in the areas of democratic governance, rule of law and accountability, citizen and political participation, as well as media and digital.

Indeed, a large number of EUDs have identified support for democratic governance as an action priority. They intend to set up TEIs to meet this priority. To do this, EUDs need robust recommendations based on country- and topic-specific research, as well as identified good practices and lessons learned in supporting democracy in the country and/or region.

The specific objectives of the assignments in the countries will be formulated according to the specific requests of EUDs and MS. These assignments may include missions in the field.

In summary, the service provider will be required to (non-exhaustive list):

- Design and implement country- and topic-specific **assessments and studies** (such as a political-economic analysis or an analysis of an ongoing reform) to inform the formulation, programming and implementation of (joint) EU-MS actions in support of democratic governance;
- Preparation and organisation of missions in the field, interviews, focus groups, etc. for this analysis work;
- Provide **country- and topic-specific recommendations for (joint) EU-MS actions** in support of democratic governance;
- Assist EUDs and MS in **coordinating and implementing joint actions** in support of democratic governance;
- **Map the existing actors and resources** in support of democratic governance in an intervention country;
- **Identify joint actions and synergies** between **EU-MS** and other similar donors in an intervention country;
- Facilitate the **development of joint EU-MS actions** in support of democratic governance in an intervention country;
- Develop joint **methodological tools and approaches** to strengthen democratic governance in the intervention countries.

This work can be performed entirely remotely if all stakeholders can be consulted online. In some cases, a mission in the field in the intervention country will be necessary to arrange this consultation.

This work will be performed by international and national or regional experts identified and deployed by the service provider according to the specific requirements of the EUDs. Up to two experts will be assigned and deployed for each subsequent contract.

5.3.3 Description of lot 3: Capacity building for institutional and civil society actors

The service provider will be responsible for designing, developing and running training sessions in the areas of:

- The rule of law, accountability and the fight against corruption;
- Political and civic participation and,
- Media and digital governance.

The training courses will be aimed at representatives of EU delegations (EUD) and Member States (MS), members of the TED network and other TED stakeholders, private non-profit actors, local civil society and other actors such as local authorities.

The service provider will prepare training materials, assess participants' knowledge both before and after sessions, and draw up evaluation reports at the end of the training.

The training courses will primarily take place online for EUDs and member states, and occasionally in person, mainly for local authorities and local civil society in a given intervention country.

In summary, the service provider will be required to (non-exhaustive list):

- Develop **pedagogical tools and training courses**, face-to-face and/or online, in connection with democratic governance;
- **Evaluate the skills of stakeholders both before and after the training**,
- Produce a training report and evaluate the impact of the training;
- **Capacity-building** for public actors, local governments, local civil society and TED stakeholders in the area of accountability tools and processes, transparency and citizen participation, media and digital governance;
- **Facilitate processes of citizen participation**, co-creation and collaboration between public actors and citizens in an intervention country;
- **Inclusive civic participation**: develop the knowledge, know-how and skills of stakeholders in this area.

5.4 Types of service

In general, the services are short-term (<30 days), in some cases medium-term (>30 days <90 days), and only on rare occasions long-term (>90 days).

It may also be a question of providing intermittent support (support for a few days spread over a longer period, from a few weeks to several months).

In general, Enabel is looking for experts who can work both individually and, in some cases, as part of a multidisciplinary team.

6 Forms

6.1 Identification form

6.1.1 Natural person

<p>I. PERSONAL DATA FAMILY NAME(S)⁹ FIRST NAME(S) DATE OF BIRTH DD MM YYYY PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE) TYPE OF IDENTITY DOCUMENT</p> <p>IDENTITY CARD PASSPORT DRIVING LICENCE¹⁰ OTHER ¹¹ ISSUING COUNTRY IDENTITY DOCUMENT NUMBER PERSONAL IDENTIFICATION NUMBER¹² PERMANENT PRIVATE ADDRESS POSTCODE P.O. BOX COUNTRY CITY REGION ¹³ PRIVATE PHONE PRIVATE E-MAIL</p>	
<p>II. BUSINESS DATA If YES, please provide business data and attach copies of the official supporting documents.</p>	
<p>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</p>	<p>BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION REGISTRATION CITY COUNTRY</p>
<p>DATE</p>	<p>SIGNATURE</p>

⁹ As indicated on the official document.

¹⁰ Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, the United States and Australia.

¹¹ Failing other identity documents: residence permit or diplomatic passport.

¹² See table with corresponding denomination by country.

¹³ To be completed with Region, State or Province by non-EU countries only, excluding EFTA and candidate countries.

6.1.2 PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME^{e14} BUSINESS NAME (if different) ABBREVIATION LEGAL FORM ORGANISATION TYPE					FOR PROFIT NON FOR PROFIT		NGO¹⁵		YES NO		
MAIN REGISTRATION NUMBER¹⁶ SECONDARY REGISTRATION NUMBER (where applicable) PLACE OF MAIN REGISTRATION					CITY		COUNTRY				
DATE OF MAIN REGISTRATION					DD MM		YYYY				
VAT NUMBER ADDRESS OF HEAD OFFICE POSTCODE					CITY		P.O. BOX PHONE				
COUNTRY E-MAIL											
DATE					STAMP						
SIGNATURE OF AUTHORISED REPRESENTATIVE											

¹⁴ National denomination and its translation in EN or FR if existing.

¹⁵ NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.

¹⁶ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.3 Subcontractors

Name and legal form	Address / Registered office	Subject-matter

6.2 Declaration on honour – Exclusion grounds

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

1. The tenderer nor any of his directors was found guilty following an **indefeasible judgement** for one of the following offences:
 - 1° involvement in a **criminal organisation**;
 - 2° **corruption** ;
 - 3° **fraud**;
 - 4° **terrorist offence**, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence ;
 - 5° **money laundering or financing of terrorism**;
 - 6° **child labour** and other trafficking in human beings
 - 7° employment of foreign citizens under **illegal status**.
 - 8° creation of a shell company

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.

2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
3. The tenderer is in **a state of bankruptcy, liquidation, cessation of business, 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. The tenderer or one of his directors has committed **serious professional misconduct which calls into question their integrity**.

The following are considered serious professional misconduct, among others:

- a) A breach of Enabel's Policy regarding sexual exploitation and abuse : <https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-sexual-exploitation-and-abuse.pdf>;
 - b) A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019: <https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-fraud.pdf>
 - c) A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace ;
 - d) The tenderer was seriously guilty of misrepresentation or false documents when providing the information required to verify that there are no grounds for exclusion or that selection criteria are satisfied, or concealed information; ;
 - e) Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition. The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.
5. When a conflict of interest cannot be remedied by other, less intrusive measures;

6. When **significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a past contract concluded with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'. The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence;

7. The tenderer or one of his directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions:
<https://finance.belgium.be/en/control-financial-instruments-and-institutions/compliance/financial-sanctions>

Date

Place

Signature

6.3 Selection file

6.3.1 General remarks

A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with these entities. In that case, the following rules apply:

- Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
- The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion, without prejudice to the possibility of applying corrective measures.
- With regard to criteria relating to the educational and professional qualifications, or to the relevant professional experience, economic operators may however only rely on the capacities of other entities where the latter will deliver the services for which these capacities are required.

Under the same conditions, a group of candidates or tenderers may submit the capacities of the group's participants or of other entities.

6.3.2 Technical and professional capacity

Lot 1

	Selection criteria	Minimum requirements
Education	Tenderers must provide details of the university degree held by the proposed experts	All proposed experts must have a master's degree in political science, conflict resolution or management, social sciences, economics, law, development, international relations, anthropology or sociology.

Lot 2

Education	Tenderers must provide details of the university degree held by the proposed experts	All proposed experts must have a university degree at Master's level in political science, social sciences, economics, law, sustainable development, international relations, conflict resolution or management, anthropology or sociology.
-----------	--	---

Lot 3

Education	Tenderers must provide details of the university degree held by the proposed experts	All proposed experts must have a university degree at Master's level.
-----------	--	---

6.4 Tender forms - Prices

By submitting this tender the tenderer commits to performing this public contract 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 offered for participation to the various lots of the framework agreement are the following, given in euros:

Lot 1

	Item	Unit	Expected quantity	Unit price in euros excluding VAT	Applicable VAT percentage	Unit price in EUR incl. VAT
1.	Expert based in Belgium (Belgium prices)	Person-day	190	€	%	€
2.	Expert in the field (Country prices)	Person-day	110	€	%	€

Lot 2

	Item	Unit	Expected quantity	Unit price in euros excluding VAT	Applicable VAT percentage	Unit price in EUR incl. VAT
1.	Expert based in Belgium (Belgium prices)	Person-day	110	€	%	€
2.	Expert in the field (Country prices)	Person-day	90	€	%	€

Lot 3

	Item	Unit	Expected quantity	Unit price in euros excluding VAT	Applicable VAT percentage	Unit price in EUR incl. VAT
1.	Expert based in Belgium (Belgium prices)	Person-day	170	€	%	€

2.	Expert in the field (Country prices)	Person-day	100	€	%	€
----	--------------------------------------	------------	-----	---	---	---

6.5 GDPR clauses

Obligations of the contractor ('subcontractor or processor') vis-à-vis the contracting authority ('personal data controller')

The subcontractor undertakes to:

1. Process the personal data **only for the purpose(s)** stipulated in the contract;
2. Process the personal data **only on documented instructions** from the controller mentioned in attachment to this contract. Where the subcontractor considers an instruction constitutes a violation of European regulations in relation to data protection or any other legal Union or Member State provision in relation to data protection, he shall immediately notify the controller thereof. Furthermore, where the subcontractor is to proceed to the transfer of personal data to a third country or an international organisation in accordance with Union or Member State law to which he is subject, in such a case, he shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interests.
3. **Ensure the confidentiality** of the personal data processed under the framework of this contract.
4. Ensure that **persons authorised to process the personal data** pursuant to this contract:
 - have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - obtain necessary training in personal data protection;
5. Regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.
6. **Subcontracting**

The subcontractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the controller 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 controller disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subcontracting may only be carried out if the controller has not voiced any objection during said period.

The subsequent subcontractor is to respect the obligations of this contract for the account of and following the instructions of the controller. The initial subcontractor must ensure that the subsequent subcontractor provides the same data protection guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the European Data Protection Regulation. Where the subsequent subcontractor fails to fulfil his data protection obligations, the initial subcontractor shall remain fully liable to the controller for the performance of that other subcontractor's obligations.

7. **Information rights of data subjects**

When collecting data, the subcontractor is required to inform data subjects about the data processing which will be carried out. The formulation and format of this notification must be agreed with the controller prior to data collection.
8. **Data subjects exercising their rights**

Where possible, the subcontractor shall assist the controller to fulfil his obligation in responding to data subject rights requests: right to access, to change, right to erasure ('right to oblivion') and opposition, right to limit processing, right to transfer data, right not to be subject to an automated individual decision (such as profiling). The subcontractor must respond, in the name and on behalf of the controller and within the terms set by the European Data Protection Regulation, to any requests of

persons concerned exercising their rights where it pertains to data that are the subject-matter of subcontracting under this contract.

9. Notification of personal data breaches

The subcontractor shall notify the controller of any personal data breach not later than [...] hours after becoming aware of it by means of [...]. This notification shall be accompanied by all useful documentation allowing the controller, where needed, to notify this breach to the competent supervisory authority.

The notification shall at least:

- describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

10. Assistance of the subcontractor in ensuring compliance by the controller of his obligations.

The subcontractor shall assist the controller in carrying out data protection impact assessments. The subcontractor assists the controller with the prior consultation of the supervisory authority.

11. Security measures

The subcontractor undertakes to implement the following security measures: [...]

12. Processing of data

The subcontractor undertakes upon completing data processing service delivery to:

- erasing all personal data, or
- sending back all personal data to the controller, or
- forwarding the personal data to the subcontractor designated by the controller. Such dispatch is accompanied by the erasure of all existing copies in the data systems of the subcontractor.

After erasure, the subcontractor shall substantiate the erasure in writing.

13. Data Protection Officer

The subcontractor shall communicate to the controller the name and contact details of his Data Protection Officer, if he has designated one in accordance to Article 37 of the European Data Protection Regulation.

14. Register of categories of processing activities

The subcontractor declares keeping written records of all categories of processing activities carried out on behalf of the controller, including:

- The name and contact details of the controller on behalf of whom he operates, of any subcontractors, and where applicable, of the Data Protection Officer.
- The categories of processing carried out on behalf of the controller;
- Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the European Data Protection Regulation, the documentation of suitable safeguards;

Where possible, a general description of the technical and organisational security measures, including inter alia as appropriate: The pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

15. Documentation

The subcontractor makes available to the controller all information necessary to demonstrate compliance with his obligations laid and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

6.6 Documents to be attached to the tender

The following documents or information must be attached to the tender:

- 1. The form entitled "Identification of tenderers" (point 6.1 of the Tender Specifications);**
- 2. Declaration on honour - exclusion grounds (point 6.2 of the Tender Specifications);**
- 3. The ESPD (point 3.7. 1 of the Tender Specifications);**

These three documents must be completed by the tenderer himself, but also by:

- **Where the tender is submitted by a group of economic operators, by each member of the consortium;**
- **By each of the entities whose capacity the tenderer intends to call upon for the performance of the public contract, where applicable ;**

- 4. The selection file (point 6. 3 of the Tender Specifications) ;**
- 5. The statutes, the power of attorney or any other document demonstrating that the person signing the tender submission report is authorised to do so;**
- 6. Documents and information enabling assessment of the award criteria (point 3.8.1 of the Tender Specifications).**