



TENDER SPECIFICATIONS

Public service procurement contract for the hosting of the Team Europe Democracy Network Annual Meeting in September 2025.

Negotiated Procedure without Prior Publication

Navision code: BEL2001-10077

Deadline for submission of tenders: 23 May 2025 at 10:00 A.M. (Belgian time)

Table of contents

1	General provisions	4
1.1	Derogations from the General Implementing Rules.....	4
1.2	Contracting authority.....	4
1.3	Institutional setting of Enabel	4
1.4	Rules governing the procurement contract	4
1.5	Confidentiality	5
1.6	Deontological obligations	5
1.7	Applicable law and competent courts.....	6
2	Subject-matter and scope of the procurement contract	7
2.1	Type of procurement contract	7
2.2	Subject-matter of the procurement contract	7
2.3	Lots	7
2.4	Duration of the procurement contract.....	7
2.5	Variants.....	8
2.6	Options.....	8
2.7	Quantities.....	8
3	Award procedure	9
3.1	Procedure.....	9
3.2	Forum	9
3.3	Tender.....	9
3.3.1	Data to be included in the tender	9
3.3.2	Period the tender is valid	10
3.3.3	Determination of prices	10
3.3.3.1	Elements included in the price.....	10
3.3.4	How to submit tenders?	11
3.3.5	Access of Tenderers.....	12
3.3.5.1	Exclusion grounds.....	12
3.3.5.2	Overview of the procedure	12
3.3.5.3	Additional information regarding exclusion grounds.....	12
3.3.6	Award criteria.....	13
3.3.6.1	Final score	15
4	Special contractual provisions.....	16
4.1	Managing official (Art. 11).....	16
4.2	Subcontractors (Art. 12 to 15)	16
4.2.1	General Provisions	16
4.3	Confidentiality (art. 18)	17

4.4	Performance bond (Art. 25 to 33).....	17
4.5	Conformity of performance (Art. 34).....	17
4.6	Changes to the procurement contract (Art. 37 to 38/19).....	17
4.7	Zero tolerance Sexual exploitation and abuse	18
4.8	End of the procurement contract.....	18
4.8.1	Acceptance of the services performed (Art. 64-65 and 156)	18
4.8.2	Invoicing and payment of services (Art. 66 to 72 – 160)	18
4.9	Litigation (Art. 73)	19
5	Terms of references	20
5.1	General information	20
5.2	Description of the services.....	21
5.2.1	Minimum requirements	21
5.3	Activities proposed	22
5.4	Expected outcomes	22
6	Forms	23
6.1	Identification form.....	23
6.2	Tender Form – price	25
6.3	Declaration on honour – exclusion criteria	26
6.4	GDPR clauses.....	28
6.5	Overview of the documents to be submitted – to be completed exhaustively	31

1 General provisions

1.1 Derogations from the General Implementing Rules

Chapter ‘*Specific contractual provisions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a complement or an elaboration of the Royal Decree of January 14, 2013, establishing the general rules for the execution of public procurement contracts.

1.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by Jean Van Wetter, General Director, and Danny Verspreet, Director Finance & IT, who are mandated to represent the company towards third parties.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

1.4 Rules governing the procurement contract

All Belgian regulations on procurement contracts can be consulted on <https://bosa.belgium.be/fr/themes/marches-publics/reglementation>.

These policies can be consulted on Enabel’s website via <https://www.enabel.be/content/integrity-desk>:

- Enabel’s Code of Conduct 2019;
- Enabel’s Policy regarding sexual exploitation and abuse – June 2019;
- Enabel’s Policy regarding fraud and corruption risk management – June 2019.

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.
Belgian Official Gazette of 1 July 1999.

1.5 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 procurement 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 seriously. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: [GDPR Privacy notice - Enabel - Belgian Development Agency |](#)

1.6 Deontological obligations

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

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

1.6.3. 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.

1.6.4. 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.

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

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

1.7 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

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

2.2 Subject-matter of the procurement contract

On September 16th and 17th 2025, the Team Europe Democracy (TED) Network will hold its Annual Meeting, gathering the members of the Network to look back over the past year and plan the year ahead. The Team Europe Democracy Network is a Team Europe Initiative seeking to improve the collaboration and coordination amongst European democracy-support actors. The Network is facilitated by the TED Secretariat. For the third edition of its Annual Meeting, members of the Network will gather in Brussels over the course of two days. This event is an opportunity for members to meet their peers and exchange on the topics of democracy-support and the current global climate in international development. It is also the occasion for members to review the work conducted in the past year and plan the year ahead.

The purpose of this procurement contract is to provide a venue for the TED Network Annual Meeting to host its activities. The venue should be able to facilitate services tied to the event, such as catering and technical support. The selected tenderer will be responsible for ensuring that clear and detailed information about the venue, its capacities and any logistical aspect to account for are formulated.

The services are further detailed in Section 5 of the special specifications document, titled “Terms of Reference.”

2.3 Lots

This procurement contract is not divided into lots.

2.4 Duration of the procurement contract

The contract takes effect on the first calendar day following the day the successful bidder receives notification of the contract award and remains in force until the services are fully executed.

The indicative contract schedule is as follows:

Month	Item
First half of May	Awarding of the contract and notification of the award. After evaluation, a venue is selected and is informed of its selection. A meeting between the venue coordinator and the TED Secretariat will be scheduled as first contact.
Second half of May	Meeting to exchange on the event and expectations This meeting will be the first briefing between the TED Secretariat and the selected venue. The Secretariat will present itself, its work and mandate as well as the event envisioned. Time will be given for the service provider to ask questions and provide feedback as to the event and its preparation.

May -> September	Preparation and coordination The TED Secretariat will regularly touch base with the selected venue in an effort to coordinate the event according to the developments in the organization. Furthermore, the TED Secretariat will facilitate coordination between the venue and other service providers (e.g. photographer; cartoonist).
September	Days before the event: setting up the rooms; briefing the staff The day before the event, the venue will be set up according to the decided formats. Technical check-ups will be conducted. Any staff present on the day of the event will be briefed as to the schedule, their role and the geography of the venue. Any new changes to the program will also be shared to ensure adaptability and awareness. This includes a visit of the TED Secretariat members in the venue for a walk-through to familiarize themselves with the environment.
September	Event On the day of the event, the Event officer will continue to communicate with the venue coordinator to ensure the smooth running of the event. In case of delays or last-minute schedule changes, the event officer will inform the venue to discuss the best ways to adapt.
September/October	Debrief and final invoice paid Following the end of the event, the event officer and the venue will have a debriefing to discuss the running of the events and oversee any circumstantial changes to the service provided that might add onto the final invoice.

2.5 Variants

There are neither required nor permitted variants.

Free variants are not permitted.

2.6 Options

There are neither required nor permitted options.

Free options are not permitted.

2.7 Quantities

The present contract is a lump-sum contract, meaning that the total price is fixed and covers all services included in the contract or each item in the inventory.

3 Award procedure

3.1 Procedure

This procurement contract is awarded by a Negotiated Procedure without Prior Publication, in accordance with Article 42, § 1^{er}, 1^o, b), of the Law of 17 June 2016 provided that the estimated value of the goods does not exceed 143,000.00 EUR excluding VAT over the entire duration of the contract.

3.2 Forum

The awarding of this contract is coordinated by Mrs Marie Sculier, Contract Support Manager and Mrs Mathilde Peiffer, Green Procurement & Climate Action Officer. For the duration of the procedure, all contacts between the contracting authority and interested economic operators concerning this contract must go exclusively via this person, 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 5 days before the deadline for the submission of tenders. Questions should be submitted via the "forum" at <https://www.publicprocurement.be/>. The contracting authority will publish the answers on the forum as soon as possible and, at the latest, 3 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.

3.3 Tender

3.3.1 Data to be included in the tender

The tenderer must use the tender forms provided in annex. Should he fail to do so, he shall bear full responsibility for ensuring complete consistency between the documents he uses and the official forms.

The tender and its annex(es) must be drawn up in French, Dutch, or English.

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

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

3.3.2 Period the tender is valid

The tenderers are bound by their tender for a period of 90 calendar days from the reception deadline date.

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

3.3.3 Determination of prices

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

This contract is a lump-sum contract, meaning that the total price is fixed and covers all services included in the contract or each item in the inventory.

Prices are submitted in accordance with Article 32, § 3, of the Royal Decree of April 18, 2017. At the request of the contracting authority, the tenderer shall provide them, prior to the award of the contract, with all the information necessary to verify the prices offered.

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

3.3.3.1 Elements included in the price

The price includes all costs, measures, and charges and taxes inherent to the execution of the public procurement, except for the value-added tax (which is the subject of a specific entry in the price form).

The following are included in the prices (in particular):

- Provision of a venue;
- Logistics;
- Catering services;
- Security services
- Travel, transportation, and insurance;
- Personnel or material costs and expenses necessary for the execution of the contract;
- If applicable, measures required by legislation regarding worker health and safety during the execution of their work;
- Customs duties and excise taxes related to materials and products used;
- Administrative and secretarial costs;
- Etc.

This list is merely illustrative and by no means exhaustive.

The cost of translation and translation equipment will be covered by Enabel.

VAT is recorded as a separate item in the inventory.

In the context of the present contract, 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 (unless local legislation provides

otherwise).

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




3.3.4 How to submit tenders?

Tenderers are required to complete the tender forms attached to the Tender Specifications (section 6). In the event of not using this form, they bear full responsibility for ensuring perfect conformity between the documents they have used and said form.

The tenderer may only submit one tender only per procurement contract.

The tenderer is required to submit their tender via the e-Procurement platform at <https://www.publicprocurement.be/>, in accordance with Article 14, §7, of the Law of 17 June 2016.

To create your account, simply follow the steps below:

	Step 1: Registrations via e-Procurement Tenderers must first register as a new user . After registering as a supplier, tenderers still need to create/add your enterprise . If already registered, tenderer may log in immediately.
	Step 2: Consulting the tender publication For reconsulting the tender publication in the BDA (Bulletin of Tenders/Bulletin of Procurement) of the e-procurement platform, follow steps explained here: Searching the BDA and Information about the tender .
	Step 3: Submit For submitting request for participation, tenderers should follow the steps detailed here: How do I submit an offer / request for participation?

The tenderer is not required to individually sign the offer and its annexes at the time of uploading them to the platform. **In accordance with Article 42, §3, of the Royal Decree of 18 April 2017, these documents are considered globally signed either by affixing an electronic signature OR by providing a handwritten signature on the submission report, issued by a person authorized to legally bind the company. Tenderers may choose between these two signature methods.**

In addition, they must attach to their offer the articles of association, a mandate, or any other document demonstrating that the signatory of the submission report is duly authorized to represent the tenderer vis-à-vis third parties.

For the procedure of qualified electronic signature, we invite you to consult the following link: [Entreprises - Signer votre offre/demande de participation \(service-now.com\)](#).

CAUTION

Before submitting their offer, it is advisable for tenderers to test the offer submission procedure via the e-Procurement website.

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.

Tenders must be in the possession of the contracting authority no later than 23 May 2025 at 10:00 A.M. (Belgian time).

3.3.5 Access of Tenderers

3.3.5.1 Exclusion grounds

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

By submitting this tender, the tenderer certifies that they are not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

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

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

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

3.3.5.2 Overview of the procedure

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

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

In a second phase, the formally and materially regular tenders will be evaluated as to content. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of the Best and Final Offers (BAFOs). Once negotiations have closed, the BAFOs will be compared with the exclusion, selection and award criteria. The tenderer who's regular BAFO is the best value for money will be appointed the contractor for this procurement contract.

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

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

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

3.3.5.3 Additional information regarding exclusion grounds

The mandatory and optional grounds for exclusion are detailed in the declaration of honor related to the "Know Your Counterparty Policy."

The contracting authority is required to verify the absence of grounds for exclusion based on the following documents:

- 1) An extract from the criminal record (or any equivalent document) issued in the name of the tenderer (legal entity) or its representative(s) (natural person) proving that no criminal records exist;
- 2) The document certifying that the tenderer is compliant with the payment of levies and taxes (including the unified social contribution);
- 3) The document certifying that the tenderer is not in a state of bankruptcy, liquidation, cessation of business or judicial reorganization.

These documents do not need to be attached to the offer as the declaration of honor is accepted by the contracting authority as prima facie evidence in place of these documents. The contracting authority will subsequently verify the accuracy of the information contained in this document.

However, for documents that are not accessible through a free national database in a member state of the European Union, the tenderer must be able to provide proof within 5 business days following the contracting authority's request.

Therefore, it is highly recommended that tenderers do not wait for the contracting authority's request and promptly seek the necessary documents from the competent authorities in the country where they are established. Indeed, the processing times for obtaining certain documents can be lengthy.

3.3.6 Award criteria

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

First criterion: the price (55 points)

Tenderers shall complete the tender form referred to in Section 6.2 of the tender specifications and indicate the proposed lump-sum price.

The offer with the lowest lump-sum price will receive the maximum number of points.

For the other offers, this criterion will be evaluated based on the following proportionality rule:

$$B = [P(\text{lowest}) / P(\text{bid})] \times Z$$

where:

B = the number of points awarded to the bid under consideration;
P(lowest) = the amount of the lowest regular bid;
P(bid) = the amount of the bid under consideration;
Z = the weighting for the price criterion.

Prices will be compared including VAT.

Second criterion: the quality of the service (40 points)

Tenderers must provide a detailed description of the proposed venue. The venue must be able to accommodate the steering committee, plenary sessions, working group sessions, and participant meals, all within an environment that reflects the spirit of Team Europe Democracy.

The venue analysis will be based on several key factors:

1. Location and accessibility (10 points)

The following elements may, in particular, give rise to the award of points:

- Proximity to a public transport hub or train station, with shuttle service available;
- Accessibility by car and/or availability of parking spaces;
- Accessibility for persons with reduced mobility;
- Any other relevant elements.

2. Services offered (15 points)

The following elements may, in particular, give rise to the award of points:

- Availability of staff for coat check and welcoming participants;
- Availability of staff for serving meals and coffee breaks;
- Availability of a technician or sound engineer for the plenary room;
- Availability of security personnel;
- Any other relevant elements.

3. Equipment (15 points)

The following elements may, in particular, give rise to the award of points:

- Availability of equipment such as high tables for meal breaks;
- Screens and projectors for the plenary and breakout rooms;
- Microphones for the plenary session;
- Appropriate furniture for the breakout rooms (seats per room, tables, etc.);
- Standing microphones for the breakout rooms;
- Pinboards and whiteboards for participants in breakout sessions;
- On-site printing facilities;
- Infrastructure to support interpretation services, including space for interpreters and provision of headsets;
- Any other relevant elements.

Minimum requirements

The contractor shall be responsible for proposing a venue that fully meets the organizational and logistical requirements outlined in this contract.

In any case, the venue must cover the following minimum requirements:

1.	The tenderer has a venue available on the 16 th (Day 1) and 17 th (Day 2) of September 2025 which can welcome 200 participants
2.	The venue has the following spaces available: <ul style="list-style-type: none">- One plenary room (Day 1 and 2) including 200 seats, 5 armchairs for panels and 1 speech stand- Four breakout rooms (One available on Day 1 and all four available on Day 2) with a capacity of minimum 50 people- One catering area (Day 1 and 2)
3.	The tenderer can accommodate a hybrid format for the plenary
4.	The tenderer can provide or has partners who can provide vegetarian catering for the participants such as: <ul style="list-style-type: none">- 1 lunch for approx. 60 persons (Day 1)- 1 walking dinner for 170 – 200 persons (Day 1)

	<ul style="list-style-type: none"> - 1 lunch for 170 – 200 persons (Day 2) - At least 3 coffee breaks over the two days
5.	The tenderer can make the venue accessible the day prior for setting up
6.	The tenderer can make a room available for the team organizing the event to store belongings and act as a basecamp
7.	The tenderer has an entrance hall where participants can be welcomed, registered and leave their belongings (coats, luggage, etc.).
8.	The tenderer can make available a room for VIPs to rest
9.	The tenderer can make Wi-Fi available for all participants

Third criterion: environmental sustainability (5 points)

For the analysis of this criterion, the tenderer shall describe their waste management policy, as well as that of their catering partner, if applicable. They shall explain in particular how they intend to prioritize selective waste sorting and the use of environmentally friendly packaging and wrapping.

The tenderer shall also describe how they intend to work towards climate neutrality and, in collaboration with their catering partner, prioritize the use of local, organic, and seasonal products.

3.3.6.1 Final score

The procurement contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

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

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

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

4 Special contractual provisions

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

4.1 Managing official (Art. 11)

The managing official is Mrs Mia Sichelkow, Project Manager, TED.

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

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

4.2.1 General Provisions

Unless expressly agreed in advance by the contracting authority (see point 4.2.2 below), the service provider may not assign all or part of the mission described in these tender specifications document to a subcontractor other than the one specified in their offer.

When all or part of the services is entrusted to one or more subcontractors, the contractor remains solely responsible to the contracting authority in all cases.

The contractor is responsible for the management, coordination, and covers the cost of their fees as well as any related expenses.

The contractor must provide the contracting authority with the following information, at the latest by the start of contract execution: the name, contact details, and legal representatives of all subcontractors, regardless of their role or position in the subcontracting chain. The contractor is required to promptly inform the contracting authority of any changes to this

information throughout the contract duration, as well as provide details about any new subcontractors who may be involved subsequently in the services.

A subcontractor is prohibited from subcontracting the entirety of the services entrusted to them to another subcontractor.

In addition, the contractor must ensure that they and their subcontractors 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 (General Data Protection Regulation, GDPR). The contracting authority reserves the right to conduct an audit of the data processing activities to verify compliance with this regulation.

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

4.4 Performance bond (Art. 25 to 33)

For this procurement contract no performance bond is required.

4.5 Conformity of performance (Art. 34)

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

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

According to Articles 38 and subsequent provisions of the Royal Decree of January 14, 2013, procurement contracts cannot be modified without initiating a new procurement procedure, except in cases outlined in Articles 38/1 (additional services), 38/2 (unforeseeable circumstances involving the contracting authority), 38/3 (contractor replacement), 38/4 (minor modifications), and 38/5 and 38/6 (non-substantial modifications).

Furthermore, these Tender Specifications includes the following re-examination clauses:

1. Impositions affecting the contract amount (art. 38/8);

2. Unforeseeable circumstances detrimental to the contractor (art. 38/9);
3. Unforeseeable circumstances favourable to the contractor (art. 38/10);
4. Acts of the contracting authority and the awardee (art. 38/11);
5. Compensation for suspensions ordered by the contracting authority and incidents during the procedure (art. 38/12).

4.7 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.

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

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

4.8 End of the procurement contract

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

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

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

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

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

The acceptance specified above is final.

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

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

Enabel, the Belgian development agency

Tender Specifications BEL22001-10077

To the attention of Mrs. Mia Sichelkow, Project Manager – TED Global Projects
mia.sichelkow@enabel.be and mailbox.accounting@enabel.be
Rue Haute 147
1000 Brussels
Belgium

Only services that have been performed correctly may be invoiced.

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

The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice.

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

The invoice must be in EUROS.

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

No advance payment shall be granted to the contractor insofar as the contract execution period is less than two months.

4.9 Litigation (Art. 73)

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

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 Mrs Inge Janssens
rue Haute 147
1000 Brussels
Belgium

5 Terms of references

5.1 General information

The Team Europe Democracy (TED) is a global Team Europe Initiative (TEI) launched in December 2022 by 14 Member States (MS) and the EU Commission to promote democracy and human rights worldwide.

The TED Network (TEDN) is a key pillar of the TED initiative. It is an interface mechanism between the EU institutions, EU Member States as well as like-minded organisations and networks sharing democratic values, seeking to engage with each other on the latest evidence on democracy promotion, with a view to inform joint programming and Team Europe approaches.

The TEDN responds to the needs for enhanced communication and synergies following the commitments of the EU and its MS to strengthen impact of interventions through evidence-based approaches and coordination.

The TEDN aims to increase the impact of democracy support interventions at the global, regional, national and local levels. The expected added value of the TEDN is to create a practitioners' space to share lessons learned, strengthen evidence-based policy dialogue and formulation, and support joint collaborations to increase impact of democracy support interventions. Therefore, the TEDN provides a space for the EU and MS to dialogue and exchange with civil society organisations (CSOs), including non-governmental organisations (NGOs), think tanks, research centres and universities beyond donor-beneficiary relationships. Launched in June 2023, the TEDN is now constituted of more than 100 organisations.

The TEDN operates through 3 Working Groups (WGs) focusing on thematic priorities identified during the consultations preparing the initiative. The WGs are the following:

- WG1 on Accountability and the Rule of Law;
- WG 2 on Political and Civic Participation,
- and WG3 focuses Media and Digital.
-

Working Group 1 on Accountability and the Rule of Law has been divided into sub-focuses, namely Rule of Law (WG1.1) and Anti-corruption (WG1.2), thereby creating 4 thematic focus groups in total.

The third TEDN Annual Meeting, will take place on September 16th and 17th 2025, will provide an inclusive platform for discussions on gaps, needs and best practices in international democracy support in order to strengthen existing partnerships and build new ones for effective and coherent support of global democracy. A greater emphasis will be put on the exchange, networking, and direct dialogue between members, the sharing of current academic research, and the milestones of the Partner Country Engagement (PCE) pillar. The Annual Meeting will also facilitate separate Working Group sessions as preparation of the 2025/2026 work plans.

The Annual Meeting aims to:

- deepen the TEDN by facilitating the networking of a wide and diverse group of democracy support stakeholders/ TEDN members.
- provide a space to present progress, discuss expectations, as well as contributions for each of the Working Groups.
- present the work conducted by the Working Groups and the Partner Countries Engagement (PCE) workstreams in their democracy support work.
- define topics and yearly workplans for Working Groups.

The Annual Meeting is organised by the TED Secretariat, constituted through a consortium between the GIZ and Enabel commissioned jointly by the European Commission to support the TED Initiative in close collaboration with DG International Partnerships (INTPA). Enabel is leading the logistics related to the organisation of the 2025 edition, more specifically, is in charge of the venue, catering, and overall structure.

For this endeavour, Enabel is seeking a venue suited for the needs of the Network.

5.2 Description of the services

The general objective of this request is to find a venue to host the Team Europe Democracy Network Annual Meeting 2025 which provides an environment for members of the Network to reflect on the past year and plan the way ahead.

The venue should provide adequate spaces for the different segments of the event such as the plenary session, the breakout rooms for the Working Groups and the walking dinner. Additionally, it should be in capacity of providing catering and technical support necessary for the smooth running of the event.

5.2.1 Minimum requirements

The venue must be able to host the steering committee, the plenary sessions as well as the Working Group sessions and the meals of the participants, in an atmosphere keeping with the Team Europe Democracy spirit.

In any case, the venue must cover the following minimum requirements:

1.	The tenderer has a venue available on the 16 th (Day 1) and 17 th (Day 2) of September 2025 which can welcome 200 participants
2.	The venue has the following spaces available: <ul style="list-style-type: none"> - One plenary room (Day 1 and 2) including 200 seats, 5 armchairs for panels and 1 speech stand - Four breakout rooms (One available on Day 1 and all four available on Day 2) with a capacity of minimum 50 people - One catering area (Day 1 and 2)
3.	The tenderer can accommodate a hybrid format for the plenary
4.	The tenderer can provide or has partners who can provide vegetarian catering for the participants such as: <ul style="list-style-type: none"> - 1 lunch for approx. 60 persons (Day 1) - 1 walking dinner for 170 – 200 persons (Day 1) - 1 lunch for 170 – 200 persons (Day 2) - At least 3 coffee breaks over the two days
5.	The tenderer can make the venue accessible the day prior for setting up
6.	The tenderer can make a room available for the team organizing the event to store belongings and act as a basecamp
7.	The tenderer has an entrance hall where participants can be welcomed, registered and leave their belongings (coats, luggage, etc.).
8.	The tenderer can make available a room for VIPs to rest
9.	The tenderer can make Wi-Fi available for all participants

The tenderer must include all related costs in their offer (including catering costs, even if the contractor intends to subcontract these services to one of their co-contractors).

5.3 Activities proposed

- The event will hold different activities. Amongst these will figure the following:
 - TED Steering Committee (about 50 participants)
 - Plenary sessions with presentations from members and panel discussions (160 to 200 participants)
 - Working Group sessions (160 to 200 participants, sorted between the 4 Working Groups)
 - Meals (160 to 200 participants)
 - Networking sessions (160 to 200 participants)

5.4 Expected outcomes

Key expected outputs:

- Relations between TEDN members established and deepened.
- State of play of the key debates and challenges in democracy support identified.
- Operational TEDN procedures and updates acknowledged and disseminated.
- 2025-2026 work plans for WG 1, 2 and 3 pre-drafted and widely discussed.
- Avenues for engaging with Partner Countries discussed and agreed.

6 Forms

6.1 Identification form

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM	
OFFICIAL NAME	
ABBREVIATION	
BUSINESS NAME (if different)	
LEGAL FORM ORGANISATION TYPE (FOR PROFIT OR NOT FOR PROFIT, NGO)	
MAIN REGISTRATION NUMBER /SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN REGISTRATION CITY COUNTRY	
DATE OF MAIN REGISTRATION: DD/MM/YYYY	
VAT NUMBER	
ADDRESS HEAD OFFICE POSTCODE, P.O. BOX CITY COUNTRY	
CONTACT PERSON PHONE EMAIL	
DATE	SIGNATURE OF AUTHORIZED REPRESENTATIVE

Subcontractors

Name and legal form	Address / Registered office	Subject-matter

6.2 Tender Form – price

By submitting this bid, the tenderer undertakes to fulfil this contract in accordance with the provisions of the present special specifications and explicitly declares to accept all the conditions listed in this document and to waive any possible derogatory provisions, such as their own conditions.

Description	Unit price excluding VAT	Unit price including VAT
Total lump sum price proposed for all services and furniture covered by this procurement contract		

The total lump sum price includes all services and supplies related to the organization of the Team Europe Democracy Network Annual Meeting in September 2025, including venue rental, services offered (such as catering), logistics, personnel costs, available equipment, and more.

Certified true and accurate,

Done at on

6.3 Declaration on honour – exclusion criteria

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 (or the end of the offence for 7°).

2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions**, i.e. Late payment for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
3. The tenderer is in **a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation** or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
4. 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 – June 2019
https://www.enabel.be/app/uploads/2022/11/Exploitation_Abus_Sexuel_-_Policy_FR.pdf
 - b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
https://www.enabel.be/app/uploads/2022/11/Fraude_Corruption_Policy_FR.pdf
 - c. A breach of a legal regulatory provision applicable in the country of performance of the services regarding sexual harassment on the work floor;
 - d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information;
 - e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements, or entered into arrangements to distort competition.
The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.
5. When a conflict of interest cannot be remedied by other, less intrusive measures;

6. 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 Enabel or 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 – consolidated list:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorierie/services-et-activit%C3%A9s-0

I have / we have read and understood the articles about deontology of this procurement contract (see 1.6) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

Date
Place
Signature

6.4 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.

6.5 Overview of the documents to be submitted – to be completed exhaustively

1. Forms:

- a) Identification forms (Section 6.1);**
- b) Tender form – price (Section 6.2);**

2. Declaration on honour – exclusion criteria (Section 6.3);

3. Documents allowing the analysis of the award criteria (Section 3.3.6).