



Tender Specifications BEL23001-10055

Public Contract for Expert Services in
Opportunity-Driven Skills Development
(VET) and Employment in Sub-Saharan
Africa

**Deadline for submission of
tenders: 24 June 2025, 10 a.m.
(Belgian time)**

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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 Belgian agency for international cooperation, 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;

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.

- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁴;
- 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 contract is concluded;
- Tender: the undertaking of the tenderer to perform the contract in accordance with the contract documents and the conditions contained therein;
- Contract document: any document applicable to the contract supplied by the contracting authority or to which it refers (Tender Specifications, inventory, technical specifications, etc.);
- 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;

⁴ Belgian Official Gazette of 21 June 2013.

⁵ Belgian Official Gazette of 9 May 2017.

⁶ Belgian Official Gazette of 27 June 2017.

- 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.enabelintegrity.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 public contract

The **Team Europe Initiative on Opportunity-Driven Skills, VET, and Employment (TEI OP-VET)** aims to strengthen skills development and vocational education and training (VET) systems in Sub-Saharan Africa (SSA). It does so by addressing the skills needs linked to the EU's Global Gateway and other flagship initiatives, while enhancing the employability of both women and men in the region.

This Initiative is implemented by several agencies, including Enabel, Expertise France, EDUFI, and GIZ. It is structured around three main pillars, with Pillar 1 focused on the establishment of a Technical Assistance (TA) Facility.

The TA Facility supports EU Delegations (EUDs) and EU Member State (MS) agencies in reorienting their sectoral or skills, VET, and private sector development (PSD) projects and programmes towards concrete employment opportunities—particularly those driven by private investment and market dynamics. This entails a paradigm shift from a traditional supply-driven to an opportunity-driven approach, closely aligned with private sector needs and the employment potential of investments tied to the Global Gateway and other EU-Africa flagship initiatives.

Within the framework of this Initiative, Enabel intends **to contract a Technical Expert in Opportunity-Driven Skills Development (VET) and Employment, capable of providing expertise to support the effective implementation of selected TA interventions. This is the purpose of the present public service contract. It should be specified that, given the intuitu personae nature of the assignment, only one expert may be proposed, to the exclusion of a pool of experts.**

2.3 Specifics of the contract

2.3.1 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.

2.3.2 Exclusive rights

Conclusion of this contract confers no exclusive rights to the contractor. The contracting authority may, throughout the validity term of this contract, 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.

2.4 Duration of the public contract

The contract will commence on the first calendar day following its notification of conclusion. It will have a duration of one year, renewable up to three times. If applicable, the final renewal will end on the project's closing date, i.e. 29 February 2029. Enabel will notify its decision to renew the contract in writing at least one month before each renewal deadline.

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.

2.5 Lots

This contract aims to engage a Technical Expert in Opportunity-Driven Skills Development (VET) and Employment, capable of providing expertise to support the effective implementation of selected TA interventions.

The contract is **not divided into lots**, as such a division — and the resulting risk of appointing different service providers, potentially at different points in time — could negatively impact the smooth and coherent implementation of the contract. Such an approach would be neither meaningful in terms of achieving the expected results, nor economically advantageous for the contracting authority.

Firstly, dividing the contract into lots would create technical difficulties, as the expertise services required must be coherent with one another due to their specific purpose and use.

Secondly, from an organisational standpoint, the contracting authority wishes to work with a single point of contact for all services, ensuring consistency and efficiency not only in the execution but also in communication and coordination.

Lastly, from an economic perspective, it is also preferable to entrust the delivery of all related expertise services to the same provider, ensuring optimal use of resources and avoiding duplication of effort.

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.

Enabel estimates the assignment at a presumed quantity of 250 working days per year (with an average of 3 working days per week). By submitting their tender, the tenderer commits to being available to ensure this level of engagement.

3 Subject-matter and scope of 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 Ms Marie Sculier, Contract Support Manager – Global Projects. 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 10 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, 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 organized via Teams on 2 June 2025, at 11:00 AM (Belgian time).

The meeting can be accessed using the following link and credentials:

Access codes to join the meeting:

Meeting ID: 382 044 342 713

Passcode: Vh3CH3gX

The contracting authority draws the attention of tenderers to the fact that no link will be sent; only these codes will allow access to the information session.

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 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.

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 contract if the recipient of the services is based in Belgium.

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;
- 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.

3.5.2.2 Elements not included in the prices

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, Dutch 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.

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). 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=6eaa49c91bcd31143ff06421b24bcb8
2. Register your company: https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010734

For instructions on submitting tenders, please check the following: https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=3cb17cea1b7479503ff06421b24bcbac

Tenders must be submitted on the platform no later than 24 June 2025 at 10:00 a.m. (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. This signature must be issued by a person authorised to represent the company or consortium towards third parties. The tenderer shall attach to their offer the articles of association and/or the mandate(s) enabling the contracting authority to verify the signatory's authority to submit the tender.**

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>

For the signature procedure, please consult the following: [Suppliers – Signing your offer/request for participation \(service-now.com\)](#).

The validity of the qualified electronic signature affixed to the offer submission report can be verified via the European Commission's website: <https://ec.europa.eu/digital-building-blocks/DSS/webapp-demo/validation>. Tenderers are strongly encouraged to carry out this verification.

Offers that are not signed using a qualified electronic signature will be rejected on the grounds of substantial irregularity, in accordance with Article 76, §1 of the Royal Decree of 18 April 2017 on the award of public procurement contracts in the classical sectors.

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 mentioned above, as tenders are submitted through an electronic channel, **the tender submission report must bear a qualified electronic signature. This signature must be issued by a person authorised to represent the company or consortium towards third parties. The tenderer shall attach to their offer the articles of association and/or the mandate(s) enabling the contracting authority to verify the signatory's authority to submit the tender.**

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.

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;
- The powers of attorney granted by the various members of the Consortium to the person authorised to sign the electronic tender submission report on their behalf, together with the articles of association of each member, demonstrating that the powers of attorney were signed by the person(s) authorised to legally bind the company towards third parties.

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. The 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 form intitled 'Tender Form – Price' (point 6.4 of the Tender Specifications);**
 - 6. The statutes, the power of attorney or any other document demonstrating that the person signing the tender submission report is authorised to do so;**
 - 7. Documents and information enabling assessment of the award criteria (point 3.8 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 Expert Services in Opportunity-Driven Skills Development (VET) and Employment in Sub-Saharan Africa'.
 - 'Short description': Leave this box empty.
 - 'File reference number attributed by the contracting authority or contracting entity (if applicable)': answer 'BEL23001-10055'.

- **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 3 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 and professional capacity are outlined in point 6.3 of these Tender Specifications, under the section entitled 'Selection File'.

Tenderers must demonstrate in their tenders that they meet the minimum requirements for these criteria.

3.8 Evaluation of tenders

3.8.1 Award criteria

The contracting authority will select the economic operator that has submitted the most economically advantageous and compliant tender, based on the following award criteria.

3.8.1.1 First award criterion - Price (20 points)

Tenderers must provide **the proposed average daily rate for the expert**. This daily rate applies to all working days performed by the expert. It will apply whether the expert works from Belgium (or remotely) or is on mission abroad. Tenderers are invited to take this into account when preparing their price proposals and to propose an average rate.

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 average daily rate is awarded the maximum points available for this criterion.

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

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

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.

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 – Understanding and methodology (20 points)

Bidders are requested to provide a response to the question below, limited to a maximum of one page.

Question: *“Explain the OP-VET approach applied in SSA and how you would to put it into practice in context of this function. Please add other relevant solutions that you can put in practice to overcome contextual challenges”.*

3.8.1.3 Third award criterion –Expertise (60 points)

In order to assess this criterion, the tenderer must provide details of the proposed expert to execute the contract.

To evaluate this criterion, the tenderer must attach to their offer the Curriculum Vitae of the proposed expert, a list of their publications, a list of references for similar missions, and any other relevant evidence to support the evaluation of their offer against the sub-criteria outlined below.

3.8.1.3.1. Sub-criterion 1: Competences and Knowledge (25 points)

Bidders must detail in their offer the competence and knowledge of the proposed expert in the following areas:

- **Sub-sub-criterion 1:** Understanding of VET systems, actors, policies, governance, practices and labour market dynamics, particularly in the context of Sub-Saharan Africa (10 points);
- **Sub-sub-criterion 2:** Understanding of demand and opportunity-driven approaches for VET i.e. considering concrete employment opportunities as the starting point for VET/skills development (10 points);
- **Sub-sub-criterion 3:** Additional language competencies on top of French (English, Dutch, Portuguese, local language) (5 points).

3.8.1.3.2. Sub-criterion 2: Professional experience (35 points)

The following elements will be examined for the proposed expert:

- **Sub-sub-criterion 1:** Expertise in the field of opportunity-driven VET and employment promotion has been acquired in a long-term position (3 years) and/or in the context of two long term missions and/or eight short term missions (>15 days) (12 points);
- **Sub-sub-criterion 2:** Professional experience in SSA through a long-term mission (min 6 months) or 4 short term missions (5 points);
- **Sub-sub-criterion 3:** Experience in private sector engagement, mobilisation of investments and co-financing solutions, and establishing PPP's (5 points);
- **Sub-sub-criterion 4:** Experience in concrete employment promotion, supporting placements, job matching, job descriptions, entrepreneurship support (8 points);
- **Sub-sub-criterion 5:** The following (other) elements will be analysed (5 points):
 - Practical experience working on one or more of the Global Gateway priority sectors;
 - Practical experience doing labour market assessments, mapping job profiles, sectoral analysis;
 - Practical experience defining training curricula, organizing train of trainers, supporting training governance;
 - Practical experience with Centers of Excellence;
 - Practical experience in promoting decent work and gender equality;
 - Practical experience in digital tools, platforms and the use of innovative approaches and technologies;
 - Practical experience with M&E for VET and employment and/or tracer studies;
 - Practical experience with qualification and certification systems.

3.8.2 Conclusion of the public contract

The contract 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 contract 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 and administrative 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 Ms. Charlotte VANSTALLEN, VET & Employment Expert, email: charlotte.vanstallen@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.

4.3 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).

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

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

- Enabel's head office in Brussels;
- One of the partner countries: **the activities require frequent travel to Sub-Saharan Africa, where the interventions will be implemented.**

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 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 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 regime 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 foreseen at the end of each year (if the contract is renewed), based on an end-of-mission report or the deliverables specified in the order letter.

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

Final acceptance is planned at the end of the contract. 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/>

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 if the latter is an SME. However, the payment of the advance is conditional upon the submission of a dated written request by the successful tenderer.

The amount of the advance is calculated by applying the rules provided in Articles 12/1 and following of the Law of June 17, 2016.

No advance payment will be made before the notification of the contract is concluded.

The payment of the advance may be suspended if it is found that the successful tenderer is not complying with their contractual obligations or if they violate the provisions of Article 7 of the Law of June 17, 2016.

The advance granted will be offset against the amounts owed to the successful tenderer as follows: the first half of the advance will be deducted from the amounts owed when the value of the completed work reaches 30% of the initial contract amount including VAT, and the second half will be deducted when the value of the completed work reaches 60% of the initial contract amount including VAT.

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 Context and justification

This part of the tender specifications outlines the objectives and expected results of the expert services in Opportunity-Driven Skills Development (VET) and Employment in Sub-Saharan Africa.

Name + code of the intervention: OP-VET (pillar 1), BEL23001

Duty station: When not on mission, the expert is encouraged to be present at Enabel's headquarters in Brussels to carry out the services. Most of the workdays will be performed at Enabel's headquarters, but the assignment will also involve frequent missions to Sub-Saharan Africa.

Intervention zone: Sub-Saharan Africa

Enabel background in the country: Enabel is the Belgian agency for international cooperation. It implements Belgium's governmental cooperation. The agency also works for other national and international donors. With its partners in Belgium and abroad, Enabel offers solutions to address pressing global challenges - Climate Change, Urbanisation, Human Mobility, Peace and Security, Economic and Social Inequality - and to promote Global Citizenship. With 2,000 staff, Enabel manages about 170 projects in twenty countries, in Belgium, Africa and the Middle East.

Intervention context and objectives: The Team Europe Initiative Opportunity-Driven Skills, VET and Employment (TEI OP-VET) aims to improve skills and VET (Vocational Education and Training) provisions in Sub-Saharan Africa (SSA) by addressing the skills needs of the EU Global Gateway and other flagship initiatives, while enhancing the employability of women and men in SSA. The Initiative is implemented by several agencies: Enabel, Expertise France, EDUFI and GIZ. The project is structured around three main pillars, with Pillar 1 focusing on the Technical Assistance Facility.

The Technical Assistance (TA) Facility of the Team Europe Initiative Opportunity-driven Skills and Vocational Education and Training in Africa (TEI OP-VET) provides support for (re)orienting existing or planned sector specific or Skills/VET interventions in partner countries in Sub-Saharan Africa towards concrete employment opportunities created by public and private investments under the Global Gateway Investment Package.

Key activities of the Technical Assistance Facility:

- 1. Identification of employment opportunities and skills needs:**
Example: Develop methods to identify employment opportunities and required skills needs and conduct mappings of key sub-sectors and value chains (VCs) aligned with Global Gateway priorities.
- 2. (R)orientation of VET interventions towards concrete job opportunities**
Example: Reorientation and reformulation of relevant EU and EU MS sectoral and VET interventions to follow an OP-VET approach.
- 3. Support for implementation of OP-intervention**
Example: Provide tools and advice to establish partnerships between private and public stakeholders aiming to develop and implement specific OP-VET interventions.
- 4. Monitoring and Evaluation of OP-VET and skills development interventions**

Example: Develop tools and methods to assess the impact of OP-VET & skills development approaches on employment and VC growth.

OP-VET in practice through **a step-based approach** (1 request can include one or more steps):

- The TA Facility will assess and identify decent employment opportunities in sectors and value chains supported by the GG and other EU-Africa flagship initiatives. This includes analyzing value chains and sectors with the highest skills needs and employment potential across SSA countries.
- Continuous engagement with private sector representatives will be key to identifying relevant value chains and sectors with concrete employment opportunities.
- Based on the identified opportunities, the TA Facility will formulate recommendations and tools for VET stakeholders to adjust their training provision to be more responsive to private sector needs.
- This includes developing methodologies and methodologies, training approaches and tools, capacity-building van key stakeholders, encouraging stronger public-private dialogue around VET and skills, and supporting M&E.

Core Principles of the Technical Assistance Facility:

- **On-Demand and Tailor-Made Support:**
 - The TA Facility offers advisory services, recommendations, and tools on request by eligible organizations.
 - Requests must be linked to relevant ongoing or planned projects or programmes by the EU or EU MS and connected to investments, a wider sectoral strategy, or other relevant initiatives.
- **Eligibility Criteria:**
 - Requests must demonstrate potential for employment.
 - Requests must be endorsed by the respective EUD in the country of implementation.
 - The TA Facility will focus on advancing access to employment opportunities for women and encourage a gender-responsive approach.
- **Implementation and Coordination:**
 - The TA Facility will be coordinated by Expertise France, with support from other implementing agencies.
 - A dedicated Pillar 1 Coordinator will ensure overall coherence of the activities and maximize added value for joint implementation of requests by multiple agencies.

Expected Results of the Technical Assistance Facility:

- **Result 1:** Decent employment opportunities in sectors and value chains responding to EU Global Gateway priorities are identified and assessed at the country level.
- **Result 2:** Improved capacities of VET actors for the development of VET services relevant to identified employment opportunities.

The TA Facility is designed to be a flexible and responsive mechanism that can adapt to the evolving needs of the private sector and the employment landscape in SSA. By focusing on concrete employment opportunities and fostering public-private partnerships, the TA Facility aims to create a sustainable impact on the VET ecosystem in the region.

Security situation in the countries and the intervention:

The security situation in Sub-Saharan Africa remains highly volatile and complex. The region faces numerous challenges, including political instability, conflicts, and security issues. Violence has been spreading due to the political and economic marginalization of some communities, and the difficulties of transitioning to democracy. Additionally, the region is characterized by weak institutions and low levels of trust between citizens and governments. Rising food and energy prices, coupled with public debt and inflation, have further exacerbated the situation, impacting the region's most vulnerable populations. Overall, the near-term outlook is extremely uncertain, with many countries facing difficult socio-political and security situations.

Travel frequency, conditions and regions (duration of travel, means of transport, etc.): The consultant is encouraged to travel at the main office located in Brussels, but the activities also require frequent travel to Sub-Saharan Africa, where the interventions will be implemented.

5.2 Overview of services and expected results

- ✓ **Any specifics:** The services will be carried out primarily at Enabel's headquarters in Brussels but will require frequent travel to countries in Sub-Saharan Africa, with an estimated 3 to 4 missions per year.
- ✓ **Duration:** Enabel estimates the assignment at a presumed quantity of 250 working days per year (with an estimated average of 3 working days per week). By submitting their tender, the tenderer commits to being available to ensure this level of engagement. **It should be specified that, given the intuitu personae nature of the assignment, only one expert may be proposed, to the exclusion of a team/pool of experts.**
- ✓ **Specific results areas:** The services are an integral part of the first pillar of the TEI OP-VET, responsible for the Technical Assistance (TA) Facility. It will contribute to two result areas of the TEI OP-VET:
 - Result area 1: decent employment opportunities in sectors and value chains, notably those responding to EU Global Gateway priorities, are identified and assessed at country level
 - Result area 2: improved capacities of VET actors for development of VET services relevant to identified decent employment opportunities.

As part of these result areas, the expert will support the successful implementation of selected Technical Assistance (TA) interventions assigned to Enabel, by providing input under the guidance of Enabel's Liaison Officer.

- ✓ **Expected results of the services:** The expected results and underlying activities can be structured according to the three phases of a TA intervention.

I. TA interventions are prepared through a written action plan and the mobilisation of an expert team

- **Develop Technical Assistance Intervention Action Plans:** The expert will develop TA intervention Action Plans (TA-IAP's) in line with a provided TA-IAP template in close consultation with the national stakeholders. The TA-IAP is based on an approved TA Request and aims at defining the main features of the action such as the main objective, expected results, methodology, mobilized expertise, budget, M&E and serves as the guiding document for the implementation of the TA intervention.
- **Identification and Mobilisation of experts:** For each TA intervention a team of complementary experts needs to be established with

regards to the specific expertise needed for the request. The Technical Expert will develop the ToR for the required expertise and support, by adopting Enabel's contracting modalities and in accordance with the Experts Assessment Forms, a tool that will be provided to assist in selecting the appropriate profile.

II. TA interventions are successfully implemented by coordinated teams with produced deliverables

The expert will lead the Technical Assistance intervention teams throughout implementation in close consultation with the Enabel Liaison Officer. Key responsibilities within the TA interventions are organising a kick-off meeting, delivering requested support services through the expertise teams, planning and implementing backstopping missions, organise team meetings, producing and sharing deliverables, and close the action in accordance with project procedures.

Requested support services will be delivered through expertise teams and can consist of:

- Engaging with businesses to explore decent work opportunities and corresponding skills requirements
- Analysing required skills profiles to match the decent employment opportunities at country level
- Analysing skills gaps responding to decent employment opportunities
- Supporting the dialogue process, e.g. mechanism for PPP in VET
- Providing advice and tools for capacity building of VET actors for the development of VET services
- Providing advice and good practices for a (best) gender transformative approach
- Providing advice on post-training support and mechanisms for transitioning to work (job coaching and support)

III. TA interventions are followed up, monitored and capitalised upon

Post-intervention, the expert will share the TA intervention survey and organise a follow-up call with the requester and the local expertise team (if relevant). He/her will provide inputs for monitoring and evaluation and capitalisation exercises requested by the Liaison Officer or Hub members.

✓ Contextual factors impacting the function:

- Wide scope of thematic areas: The expert will oversee projects covering a broad range of thematic areas and specific needs.
- Wide scope of SSA countries implied: The expert will supervise projects across a wide range of countries within Sub-Saharan Africa (SSA), mostly Enabel partner countries. This necessitates sufficient flexibility and adaptability for a locally tailored approach.
- Various countries in SSA face challenges related to security, socio-economic conditions, and institutional capacities. This can complicate the execution of interventions and the organization of missions.
- Multiple national and international stakeholders: The project will need to address the needs of both local and international partners (ministries, private actors, VET institutions, European institutions) and must effectively manage these diverse actors for partnership building and tailored communication.
- Diverse team of multiple agencies: The project team consists of a collaboration of different agencies and the Technical Assistance Facility is led by Expertise France. Adapting to Enabel's procedures, rules, and modalities will be required, along with an open attitude towards the other partnering agencies.

6 Forms

6.1 Identification form

6.1.1 Natural person

I. PERSONAL DATA FAMILY NAME(S) ⁷ FIRST NAME(S) DATE OF BIRTH DD MM YYYY PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE) TYPE OF IDENTITY DOCUMENT IDENTITY CARD PASSPORT DRIVING LICENCE ⁸ OTHER ⁹ ISSUING COUNTRY IDENTITY DOCUMENT NUMBER PERSONAL IDENTIFICATION NUMBER ¹⁰ PERMANENT PRIVATE ADDRESS POSTCODE P.O. BOX COUNTRY CITY REGION ¹¹ PRIVATE PHONE PRIVATE E-MAIL			
II. BUSINESS DATA		If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies? YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY		
DATE	SIGNATURE		

⁷ As indicated on the official document.

⁸ Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, the United States and Australia.

⁹ Failing other identity documents: residence permit or diplomatic passport.

¹⁰ See table with corresponding denomination by country.

¹¹ 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 NAME¹² BUSINESS NAME (if different) ABBREVIATION LEGAL FORM ORGANISATION TYPE <table style="display: inline-table; vertical-align: top; margin-left: 20px;"> <tr> <td style="text-align: center;">FOR PROFIT</td> <td style="text-align: center;">NGO¹³</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">NON FOR PROFIT</td> <td></td> <td></td> <td></td> </tr> </table>					FOR PROFIT	NGO¹³	YES	NO	NON FOR PROFIT			
FOR PROFIT	NGO¹³	YES	NO									
NON FOR PROFIT												
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CITY	P.O. BOX											
COUNTRY	PHONE											
E-MAIL												
DATE		STAMP										
SIGNATURE OF AUTHORISED REPRESENTATIVE												

¹² National denomination and its translation in EN or FR if existing.

¹³ NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.

¹⁴ 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 Technical and professional capacity

Selection criteria	Minimum requirements
Language	<p>The proposed expert must demonstrate proficiency in French, both spoken and written.</p> <p>If the language is not their native tongue, proficiency must be demonstrated by one of the following:</p> <ul style="list-style-type: none">• The language in which in which their studies were conducted;• Significant professional experience (minimum of one year) conducted in the language;• Success in an official or recognized language test or any other relevant certification.
Diploma	<p>The proposed expert must have a Master's degree in a discipline relevant to vocational education and training, value chain development, or private sector engagement — for example: (Vocational) Education, Business Administration, Entrepreneurship, Human Resources, or International Development.</p>

6.4 Tender form - Price

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 price offered for participation in the tender is as follows, expressed in euros:

	Item	Unit	Expected quantity	Unit price in euros excluding VAT	Applicable VAT percentage	Unit price in EUR incl. VAT
1.	Average daily rate proposed for the expert	Person-day	250 days per year	€	%	€

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. The 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 form intitled ‘Tender Form – Price’ (point 6.4 of the Tender Specifications);**
 - 6. The statutes, the power of attorney or any other document demonstrating that the person signing the tender submission report is authorised to do so;**
 - 7. Documents and information enabling assessment of the award criteria (point 3.8 of the Tender Specifications).**