



Services procurement contract for

“Evaluation of instruments to respond to
international cooperation partners expectations”

Direct Negotiated Procedure with Prior Publication

External reference number **BXL-15158**

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1 General provisions

1.1 Derogations from the General Implementing Rules

Section 4 '*Specific contractual and administrative conditions*' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

1.2 Contracting authority

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

For this procurement contract, Enabel is represented by Jean Van Wetter Enabel's General Director who will sign the award letter and is mandated to represent the company towards third parties.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International

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

Belgian Official Gazette of 1 July 1999.

² Belgian Official Gazette of 18 November 2008.

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Labour Organisation⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

1.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁷;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement contracts.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- << [local legislation with regards to sexual harassment at the workplace or equivalent]
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

⁴ <http://www.ilo.org/ilolex/french/convdsp1.htm>.

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be ;

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via : <https://www.enabel.be/content/integrity-desk>.

1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

The tender: Commitment of the tenderer to perform the procurement contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

1.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>

1.7 Deontological obligations

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

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

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

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

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

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

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

1.8 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

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

2.2 Subject-matter of the procurement contract

This public procurement contract concerns the performance of an **evaluation of the instruments used to respond to the expectations of international cooperation partners**, in accordance with the conditions laid down in these Tender Specifications.

2.3 Lots

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

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

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

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

2.4 Items

The procurement contract consists of the following items:

“Evaluation of instruments to respond to international cooperation partners expectations”
(See also Section 5)

2.5 Term of the procurement contract

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

2.6 Variants

Each tenderer may submit only one tender. Variants are forbidden

2.7 Quantity

The one item inventory are based on global prices.

- Evaluation of instruments to respond to international cooperation partners expectations.

Needs estimate: Considering the needs for developing a strategic evaluation with the proposed scope, an input of the order of **130 to 150 man/days** is estimated as the average quantity of expected services during a period of 9 mois.

Met opmerkingen [GA1]: A reformuler= 9mois

3 Subject-matter and scope of the procurement contract

3.1 Award procedure

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

3.2 Publication

3.2.1 Official publication

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

3.2.2 Further notification

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

3.3 Information

The awarding of this procurement contract is coordinated by Sir Gino Amoussou: gino.amoussou@enabel.be. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

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

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

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

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

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

The tenderer must use the tender form in annexe. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the Tender Specifications BXL-15158

form.

The tender and the annexes to the tender form are drawn up in English.

The form to be used are the following

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

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

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

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

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

The following information shall be provided in the tender:

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

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

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

3.4.2 Period the tender is valid

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

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

3.4.3 Determination of prices

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

This procurement contract is a “lump sum contract”, meaning a contract in which a flat rate price covers the whole performance of the contract or each of the items of the inventory.

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

3.4.3.1 Elements included in the price

The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The following are in particular included in the prices:

- The administrative management and secretariat;
- Travel, transportation and insurance;
- Documentation pertaining to the services;
- The delivery of documents or of pieces related to the performance;
- The packaging;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties for equipment and products used;
- Acceptance costs.

3.4.4 How to submit tenders?

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

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

Consequently, the submission of tenders on paper is prohibited, and the contracting authority will only consider tenders submitted electronically.

For this public contract, tenders will be submitted electronically via the federal e-Procurement platform, which ensures compliance with the conditions of Article 14, § 7 of the Law of 17 June 2016 on public procurement.

The platform is free and open to any tenderer wishing to participate in public procurement.

Tenders must be submitted no later than Monday June 23rd at 14.00 PM (CET).

Follow the 2 steps below to create an account:

- (a) Register as a new user;
- (b) Creating your enterprise.

The format of the documents should be .pdf or equivalent.

Please refer to the following link for instructions on how to submit tenders.

By transferring his tender by electronic means the tenderer accepts that the data of his tender are registered by the reception device.

The contracting authority draws the attention of the tenderer to the fact that submitting a tender by mail or email does not satisfy the requirements of Article 14, § 6 and 7 of the Law of 17 June 2016 on public procurement. A tender submitted by mail or email will be discarded.

You can also contact the e-Procurement helpdesk on +32 (0)2 740 80 00 or via the contact form.

The tenderer is not required to sign the tender and its annexes individually when uploading them to the electronic platform.

These documents shall be signed globally by affixing a qualified electronic signature on the accompanying submission report.

Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators. These participants are jointly liable.

When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

The contracting authority also reminds the tenderer that a scanned written signature is not considered a valid electronic signature.

3.4.5 Change or withdrawal of a tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

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

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

The withdrawal must be pure and simple.

3.4.6 Selection of tenderers

3.4.6.1 Exclusion grounds

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

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

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

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

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

3.4.6.2 Selection criteria

Moreover, by means of the documents requested in the 'Selection file', the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public procurement contract :

Selection criteria related to the tenderer's financial capacity:

Tenderers must demonstrate that they have successfully completed **at least two similar assignments or strategic evaluations within the last five years**, by providing certificates of satisfactory execution and final reports for these projects/contracts.

These assignments must have a total value of **at least 120,000 EUR (excluding VAT)**.

Selection criterion relating to the tenderer's technical competencies:

- 1) **The tenderer must have or be able to access sufficient expertise or technical bodies, including those responsible for quality control.** When assessing technical competence, only those experts or technical bodies that will add value within the context of the contract covered by these special specifications will be considered.

The tenderer shall submit with their tender a list of the experts or technical bodies, whether they belong to the undertaking or not, especially those responsible for quality control. It will provide availability and exclusivity declaration for all CV's.

- 2) **The tenderer must have sufficiently competent personnel to carry out the contract properly.** The tenderer must include in their offer a list of the personnel who will be involved in the implementation of the contract. This document must detail the academic degrees, professional qualifications, and experience possessed by the personnel.

Regarding the technical qualifications of the evaluators, the tenderer must also attach their detailed CVs. Additionally, to avoid conflicts of interest, the CVs of the proposed evaluators must clearly indicate any interventions funded by Enabel in which they have been involved (whether in preparation, implementation, or previous evaluations). The CVs of the individual evaluators must demonstrate that the language skills of the evaluation team enable them to work in English and in French.

- 3) **The tenderer is required to include in their submission a list of studies and evaluations conducted over the past five years.** These should be carried out either by the tenderer or by members of the evaluation team, and must be relevant to the current evaluation exercise covered by the contract. The contracting authority must be able to consult the listed evaluation reports. Accordingly, the list should

specify where the reports are published and/or how the contracting authority can access these documents.

Important note:

The tenderer must specify in their offer the portion of the contract they intend to subcontract, as well as the proposed subcontractor(s).

3.4.7 Evaluation of the tenders

3.4.7.1 Overview of the procedure

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

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

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

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

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

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.

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

3.4.7.2 Award criteria

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

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

Award criteria :

Qualitative criteria (60 points)

1) Methodological approach (20/60 points):

The selection committee will pay close attention to how the offers interpret the strategic evaluation purpose and objectives, propose a robust methodology based on triangulated data, and an approach that is appropriate to achieve these objectives and respond to evaluation questions. The committee will appreciate proposed strategies for effectively engaging a wide range of diverse stakeholders on the evaluation subject. Special attention will be given to the forward looking perspective expected for strategic evaluations, using strategic insights grounded in evidence. Attention will also be given to the approach proposed for handling the case studies.

Proof will provided by:

A description of maximum 8 pages in A4 recto-verso format of the proposed methodology.

2) Practical evaluation approach (20/60 points)

The selection committee will assess the realism of the proposed approach, clearly defined stages and implementation schedule, taking into account the available information and data, as well as the distribution of tasks within the team to deliver the expected outputs, and the way the evaluation team proposes to interact with the accompanying committee of the evaluation.

Proof is provided by:

A description of maximum 2 pages in A4 recto-verso format of the planning and timeline proposed for this evaluation. The document will include a description of the distribution of responsibilities within the evaluation team in conducting the whole evaluation process.

3) Experience and competences of the proposed evaluation team (20/60 points):

The selection committee will particularly focus the quality of coordination within the team, especially the profile of the team leader to guarantee an excellent quality in terms of organisation/coordination and strategic/technical analysis throughout the evaluation process and quality deliverables.

The evaluation team should demonstrate experience and expertise in the following topics:

Technical Expertise in International and Development Finance:

- Proven experience with international finance instruments (such as impact bonds, green bonds, carbon credits, grants, outcome-based financing, fiscal instruments etc.)
- Expertise in development finance, including in emerging countries
- Knowledge of innovative financing mechanisms
- Experience with budget support, public finance management

Expertise in Stakeholder's Engagement:

- Demonstrated experience in private sector engagement and engaging with philanthropic foundations

Methodological Expertise in evaluation methods:

- Strong skills in mixed-methods evaluation
- Proficiency in benchmarking and case study analysis

- Experience conducting strategic and forward-looking evaluations, prospective studies across diverse sectors
- Capacity to analyze complex and evolving contexts strategically

Language Proficiency:

- Full professional proficiency in English and French for all team members

Proof is provided by:

CVs of experts covering the topics of the public contract. They must demonstrate based on clear evidence the competency, capacity to carry out a strategic evaluation and excellent writing or reporting skills.

A. Price criteria (40 points maximum)

The score for this criterion will be as follows:

$$\frac{\text{Lowest price} \times 40}{\text{total price of the tender}}$$

The quotations for the award criteria 1 (on 60 points) and award criteria 2 (on 40 points) will be summed to obtain the final rating (on 100).

3.4.7.3 Final score

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

3.4.7.4 Awarding the procurement contract

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

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

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

3.4.8 Concluding the procurement contract

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

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

So, the full contract agreement consists of a procurement contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;

- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

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

4 Special contractual provisions

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

4.1 Managing official (Art. 11)

The managing official is Mrs Kristina BAYINGANA, e-mail kristina.bayingana@enabel.be.

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

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.4.2 Processing of personal data by a subcontractor

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

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

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the procurement contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

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

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

4.6 Performance bond (Art. 25 to 33)

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

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

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

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

1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office Fill out the form

https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcdck@minfin.fed.be.

After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;

4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

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

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution or the insurance company; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

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

The proof of deposit if the bond must be sent to the following address email procurement@enabel.be, with gino.amoussou@enabel.be in CC. The reference of this public procurement must be specified in the object of the mail : BXL-15158

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

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

4.7 Conformity of performance (Art. 34)

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

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

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

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

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

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

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

4.8.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

The contracting authority reserves the right to suspend the performance of the procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

4.8.4 Unforeseen circumstances

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the assignment to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services must be performed for the end of April 2026|

Met opmerkingen [LV2]: ?

4.11 Inspection of the services (Art. 150)

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

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

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

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.13 Zero tolerance Sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.14 Means of action of the contracting authority (Art. 44-51 and 154-155)

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

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

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

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

4.14.1 Failure of performance (Art. 44)

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

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

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

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

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

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.14.2 Fines for delay (Art. 46 and 154)

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

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

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

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

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

§2 The measures as of right are:

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

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

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

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

4.15 End of the procurement contract

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

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

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

When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in the first clause of Article 160.

If the services are completed before or after this date, the service provider shall notify the managing official by registered mail or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.

The acceptance specified above is final.

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

The contractor must send (one copy only of) the invoices to the following address:

Enabel, Belgian development agency

Rue Haute 147

1000 Brussels

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/> Only services that have been performed correctly may be invoiced.

The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.

The invoice must be in EUROS.

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

- Preliminary reporting : Payment of 30% of the awarded amount after reception of the preliminary report
- Final Reporting : Payment of 70% of the awarded amount after reception of the final report, executive summary, and key take aways document.

By way of derogation from the above and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016, inserted by the Law of 22 December 2023 amending the public procurement regulations with a view to promoting access by SMEs to public contracts, the contracting authority pays an advance when the contractor proves to be an SME within the meaning of Article 163, § 3, subparagraph 2, of the Law of 17 June 2016.

The amount of the advance is calculated by applying the following percentages to a reference value determined in accordance with Article 12/5 of the Law of 17 June 2016:

1° if the contractor is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros, the percentage to be taken into account is twenty per cent,

2° if the contractor is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros, the percentage to be taken into account is ten per cent,

3° where the contractor is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros, the percentage to be taken into account is five per cent.

Pursuant to Art. 12/5, paragraph 2, of the Law of 17 June 2016, the reference value equals the initial value of procurement, value-added tax included.

To calculate the initial value of procurement, neither conditional blocks nor renewals are taken into account.

The first half of the advance payment is deducted from the sums due to the contractor when the amount of the services performed reaches thirty per cent of the initial value of procurement and the second half of the advance payment is deducted from the sums due to the contractor when the amount of the services performed reaches sixty per cent of the initial value of procurement. The above amounts are to be understood as including the value-added tax.

4.16 Litigation (Art. 73)

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

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

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

Enabel, public-law company
Legal unit of Finance & Contract Services Department
To the attention of Mrs Isabel Lastra
Rue Haute 147
1000 Brussels
Belgium

5 Terms of Reference

This chapter contains the technical requirements or terms of reference of the “**Evaluation of instruments to respond to international cooperation partners expectations**” organised by Enabel's internal evaluation office (EVAL). EVAL is entitled to organise and conduct Enabel's strategic evaluations. EVAL is an independent entity, reporting to Enabel's Board of Directors.

5.1 Introduction

Enabel aims to be the preferred partner for governments, institutions, and civil societies. It offers comprehensive services and creates alliances to expand its offer. Enabel explores new partnerships with the private sector and foundations. These partnerships provide innovative financing instruments and contribute to policy dialogue beyond traditional development cooperation.

In this context, Enabel is committed to meeting new expectations of international cooperation.

The recent evaluation of Enabel's 2030 strategy has affirmed its relevance in the context of international cooperation and evolving context. This current strategic evaluation continues Enabel's strategic pathway further by assessing existing cooperation instruments to fulfil its mandate. Additionally, it will provide a forward-looking perspective considering potential new instruments that would be suitable for the evolving context of international cooperation and partnership.

5.2 Context

The 2025 Strategic evaluation is based on several key elements of the evolution of international cooperation and partnerships, and the expectations of our partners. Based on the context analysis of the Strategy 2030 evaluation, this section provides some rationale, though it is not exhaustive nor intended to offer a comprehensive overview of the context.

Rise of multipolar world, new actors pursue pragmatic and transactional relationships with African countries. Emerging donors —such as China and Russia— who do not adhere to the traditional ODA rules are openly pursuing development for “mutual interest”, and offer alternative cooperation models, influencing African countries' preferences for development instruments that support economic self-sufficiency and institutional capacity building.

Changing perceptions of development cooperation: The Afrobarometer survey and recent political events suggest a growing scepticism towards traditional Western donors. As multiple non-traditional actors enter the field of development cooperation with different models, Africa's governments increasingly question traditional aid instruments and governance models linked to Western values. The last years there is a urge to “decolonize-aid” and review the entire functioning and narrative of the traditional aid model.

« New » Expectations of Partner Countries : with more actors available to create more equitable partnership, partner countries are expressing their expectations for international partnerships more assertively. They are seeking partners who are prepared to cooperate in shoulder-to-shoulder fashion and bring the required expertise, funding, and innovative

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approaches. They aim for their economic growth to empower their youth and improve autonomy in financing public services and their society needs. These countries demand international cooperation that respects sovereignty, avoids dependency, and enhances local ownership, increasingly dismiss or bargain away external policy agendas and political conditionalities.

New expectations on the donor's side: In response to the new self-esteem and increased assertiveness of partner countries, traditional donors including the EU see the urging need to shift away from donor-recipient relations towards equal partnerships based on mutual interests. The recent political changes in traditional donor countries with populist trends in the 2024 election-cycle contribute also in reshaping the development cooperation. ODA budgets are being reduced in several donor countries, and the remaining funds are gradually allocated to address new requirements beyond traditional development cooperation and international solidarity. Traditional donors are progressively using their development aid to advance their own domestic interests. EU development policy is framed within a more integrated overall EU external action, focusing on EU policy priorities and becoming more strategic, assertive, and more transparent about its own interests. The effects of these developments are a decreased emphasis on governance and human rights in favor of protecting interests against competition, mobilizing private sector, accelerating green and digital industries, ensuring energy supply, controlling migration and ensuring national security. Overall, development instruments take a more blended form away from classic grants and budget support instruments.

5.3 Background and definitions

5.3.1 Instruments

The Chapter « Our instruments » of the Strategy 2030⁹ serves as the reference framework for instruments at Enabel. It refers to the concrete means of how something is done, emphasizing that the use of such instruments is never an end in itself. These instruments are intended to achieve targeted development results and can be either financial or non-financial.

Background of the legal framework under Strategy 2030 for instruments (Chapter Instruments, Strategy 2030) :

1. In accordance with the Law establishing Enabel, Enabel may undertake any action, activity or operation that directly or indirectly contributes to the realisation of its mandate, including awarding public procurement contracts, grants and loans
2. For grants, as described in the Royal Decree of 3 February 2018, Enabel may solely award them to beneficiaries that completely or partially execute an intervention that is realised in the framework of an approved portfolio (including third-party donor projects). The beneficiary has to pursue objectives that are in coherence with the Belgian Development Cooperation objectives and respects the criteria laid down in the Law.
3. For loans, a Royal Decree must define in the near future the eligible beneficiaries, the criteria and the modalities for granting loans and controlling them.
4. Enabel may also take direct or indirect shares in existing or to-be-created public or private companies, groups, associations or institutions in the partner countries, whose social purpose and statutes are compatible with Enabel's social purpose, with the exception of Belgian public institutions. Enabel can't take such participations if those are in the mandate of BIO

⁹ Enabel Strategy 2030, published in 2020.

5. Our 2030 Ambitions aim among others at developing innovative financing instruments. The Royal Decree of 15 January 2019 defines applicable modalities for innovative financing instruments that can be used in a specific intervention (Article 6 Mission).
6. Indicative country programmes or the new portfolio may include an Expertise and Consultancy Fund aimed at financing experts and studies upon partner countries' requests and/or sectorial budget support or a contribution to pooled funds.

The strategy 2030 outlines the instruments Enabel plans to use within portfolios, programs, and projects. It also describes Enabel's strategic positioning for each instrument to fulfill its mandate, as described below (the following text is extracted from Enabel's Strategy 2030):

Grants to actors to implement intervention or part of interventions (for which Enabel remains responsible) or to finance their capacity development.

Through grants, "Enabel wants to: 1) Entrust the implementation of parts of interventions to or finance actions of fit for purpose partners, mainly local public institutions, NGOs and social enterprises that are operating locally to achieve shared development goals ; 2) Make the use of this instrument more agile, taking into account situations, and gradually increase the use of this instrument, both for direct grants and call for proposals, in order to increase ownership and use the partners' capacity; 3) Do more than just financing actions of a partner. Means may be foreseen for capacity building of the partner institution and Enabel will facilitate exchange with other institutions; 4) Gradually increase the share of results-based grants whereby the disbursement of the grant is linked to the achievement of predefined objectives; 5) Set up and manage multi-donors competitive funds (for example for financing Innovation and R&D or provide seed financing); 6) Use grants to improve access to finance for enterprises (e.g. capacity building or guarantee funds) but not for direct loan provision to the partner."

Financial contribution to a national or multi-donors fund, or under sectorial budget aid (Sector Reform Performance Contract, in EU terms), to be used after a thorough analysis of the effectiveness and efficiency of the fund/SBA to deliver the expected results.

As to financial contribution to a national or multi-donors fund or under sector budget aid, "Enabel wants to: 1) Increasingly participate in partner countries' managed collective funds when Enabel gets enough assurance about the effectiveness, efficiency and fiduciary management of the fund. In case of a starting fund, the first financial contribution serving to testing the mechanism will be limited; 2) Consider sector budget aid (Sector Reform Performance Contract) when the required conditions are met, with transparent planning and use of the national control mechanisms; 3) Accompany the financial contributions with technical assistance for empowering the local public institution in charge of the fund to adequately manage it (strategically, operationally, financially, in terms of contracting...); 4) Be an active partner in the dialogue with donors contributing to the fund and between donors and partner country institution in charge."

Provision of technical assistance for reinforcing the partners' capacities and/or playing an intermediation role. For instance, connecting to international networks, getting access to international funds (climate financing/carbon credits...).

The positioning of Enabel for the provision of technical assistance: "Enabel wants to: 1) Propose to the Minister's approval the setup of a global Expertise and Consultancy Fund related to the global challenges, managed by Enabel, which can be mobilised in response to

specific technical assistance requests from all partner countries – for country specific or more regional or global (sectoral or thematic) needs; 2) Convinced by the importance and effectiveness of providing junior experts in support of our interventions or other Belgian Development Cooperation partners, progressively set up local junior programmes. Mobilising promising national junior experts will contribute to address the dire constraint of getting professional experience for young graduates of our partner countries; 3) Facilitate twinning programmes between Belgian public administrations and public administrations in the partner countries; 4) Facilitate exchange between administrations / organisations of the different partner countries.”

Studies fellowships allowing strategic personnel from partner countries to develop competencies required by their roles.

The positioning of Enabel for this instrument: “Enabel wants to allow strategic change agents in partner countries to acquire the necessary competences for their functions: 1) Through locally organised curricula or international curricula, if they are not locally available; 2) For change agents from public and small private companies and organisations; 3) In coherence with the interventions’ planned development objectives.”

Innovative financing instruments for mobilising additional resources and/or achieving more results.

In accordance with the Law and the Royal Decree, Enabel may implement an intervention using instruments such as impact obligations, outcome-based financing or conditional cash transfers. “Enabel wants to: 1) Test innovative instruments (impact bonds, outcome funding, conditional cash transfers; 2) Take a leading role in the donor network on innovative financing instruments. 3) Make proven instruments possible for all missions of Enabel.”

Loans for financing profitable investments, with a social and economically sustainable impact under a rights-based approach, potentially within a blending approach (loans plus grants or mobilisation of other funding sources).

The positioning on loans: “Enabel wants to: 1) Support partner countries’ public institutions with sufficient reimbursement capacities, in a more efficient and accountable manner, to achieve their objectives (in coherence with Belgian Development Cooperation objectives). 2) Stimulate inclusive growth and respond to market deficiencies by providing concessional loans to intermediate (public or private) entities that provide concessional financing to small-size economic actors. 3) Limit itself to providing concessional loans – being loans with more advantageous conditions than standard market conditions that are not covered by FINEXPO or BIO’s mandates. The use of loans will be modest at the beginning and gradually extended if successful. 4) Stimulating a blending approach; 5) Provide loans that are: Additional (investment would not occur in absence of the loan); Financing actions/investments that will generate significant development effects in line with development objectives set up in the portfolios; Economically, socially and environmentally sustainable”.

Where not financial transfers are involved, Enabel may also use other instruments such as **Letters of Understanding or Memoranda of Understanding** to lay down engagements of parties that have to collaborate to achieve results.

5.3.2 “International cooperation partners” expectations

In the context of this evaluation, “international cooperation partners” should be understood as defined in the Strategy 2030 ambitions.

Under Ambition 1, Enabel is the privileged partner for the Belgian Government, Team Belgium, and Team Europe. This entails the different priority donors of Enabel, the Belgian public services and other Belgian actors of international cooperation.

Under Ambition 2, Enabel aims to be a preferred partner for countries of governmental cooperation, referring to partner country governments, institutions, and civil society.

Ambition 5 targets innovative partnerships with entities such as private sector actors and foundations with whom Enabel can partner in the framework of international cooperation.

These various groups of international cooperation partners will be considered during the strategic evaluation, to varied extent in accordance to evaluation specific objectives. This consideration will be based on their respective roles, types of interactions with, and expectations towards Enabel.

5.4 Users and uses of the strategic evaluation

The first main users of the strategic evaluation will be the **Management of Enabel and its Board of Directors** due to the implications of the findings, recommendations and actions that could result from the evaluation. This strategic evaluation is a corporate evaluation. It will assist Enabel at strategic level in assessing the organization's instruments and adapting its assortment to ensure their fit for future characteristics. It will provide Enabel with strategic reflection points for development if necessary and suggest additional instruments that may be more suitable for the evolving context of international cooperation.

"All Enabel"- Enabel team is identified as the main user as well of the evaluation results, especially in the event of recommendations that would imply changes on the object of the evaluation and that would affect implementation and working practices.

Minister of Foreign Affairs and International Cooperation and other Ministries, including their Strategic cells, relevant directorates and services: This evaluation could be useful for the Minister of Foreign Affairs and International Cooperation (and other Ministries), because the subject touches on the relevance of international cooperation instruments of Enabel for Belgium, European partners and partner countries. Insights, findings and recommendations could be used and contribute to reflections to orient international cooperation policies and strategies linked to the object of evaluation.

The Special Evaluation Office is also interested in the findings of the strategic evaluation, as it is interested in ensuring complementarity between the different types of evaluation conducted within the Belgian international cooperation.

Findings, recommendations and key take aways of the strategic evaluation will be shared and discussed with various stakeholders and partners of Enabel. Results and recommendations will facilitate collective reflection within **Team Belgium** and **Team Europe** on enhancing complementarities among actors to offer relevant solutions for international cooperation and partnership.

5.5 Objectives and results

The current assignment consists of two components: the first one focuses on assessing Enabel's instruments used both currently and in the past; the second component covers a prospective analysis on instruments and offers a forward-looking overview for Enabel.

5.5.1 Objectives

➤ **Objective 1: Evaluate Enabel's package of instruments as envisioned in the Strategy 2030**

The starting point of this evaluation is Enabel Strategy 2030. Several instruments are proposed within the strategy 2030. Some of them are currently used (such as grants and sub-products of grants, memoranda and letters of understanding, cooperation agreements), other ones were in use in the past but less or no more in use today (for example national or multi-donor funds, basket fund, provision of long term expertise embedded in Ministries, short term technical assistance facilities, study and expertise funds for strategic studies or short to medium term provision of specific strategic expertise, scholarships), and finally some instruments are not yet available (innovative financing instruments, loans).

The first objective of the evaluation is to assess the extent to which these instruments in their expected benefits, respond on one hand to partner countries expectations, and on the other hand, to the priority financing partners' expectations.

To respond to the first objective, the evaluation will provide a descriptive and an evaluative outlook on the current state of use of Enabel instruments taking the expectations of the Strategy 2030 as reference. Based on this information, a limited number of case studies focused on past and currently used instruments will be selected to highlight successes and challenges encountered by Enabel in responding to stakeholders and partners expectations and delivering results. Recommendations will focus on how to address gaps and challenges met with the set of instruments as foreseen by the Strategy 2030.

A component under this evaluation objective will also look at the extent to which Enabel succeeds in reinforcing synergies and complementarities with other partners including actors of the Belgian development cooperation. Specific concrete examples or case studies will be used to illustrate and provide evidence on successful and challenging practices.

To respond to objective 1, it is not expected to undertake an in-depth or exhaustive assessment of the performance of each instrument across all countries and individual projects. Rather, the analysis shall adopt a strategic dimension, providing a synthesis and interpretation of existing evaluation findings, reports, and performance data. The evaluation should aim to draw cross-cutting conclusions and strategic insights to inform Enabel's future positioning and the relevance of its instruments. All relevant project and programme evaluations, including process-related analyses, will be made available to the evaluation team to support this strategic-level analysis.

➤ **Objective 2: Study prospectively additional options of instruments**

Within this second objective, it will be important to maintain a forward-looking perspective to explore existing instruments used by other organizations or those that it would be useful to develop in the future. This will provide insights to enhance Enabel's value proposition in considering innovative approaches beyond the existing and utilized set of instruments. Enabel will share reports of existing benchmarking exercises it has done, that could be useful to the evaluation team. Beginning with a best practice benchmarking of instruments for international partnerships employed by other organizations, the expectation is to have an analysis of a selected assortment of relevant and useful instruments used in other organisations based on existing evidence. It is expected that the evaluators will use

prospective approaches to look beyond existing practices, instruments and beyond the traditional aid organisations.

In responding to this objective, it will be required to have consultations within Enabel and with various public and private actors including non-traditional actors of “development cooperation”.

Recommendations will be forward looking to ensure that suggested instruments remain relevant to respond to international cooperation partners within the evolving context and move away from a status quo.

5.5.2 Expected results

With this evaluation, Enabel expects to get additional knowledge, understanding and learning for its strategic positioning on instruments.

More specifically:

1. **Clear understanding of the current use and responsiveness of Enabel’s instruments:** the evaluation will provide an overview and analysis of the portfolio of instruments currently and previously used, as well as those foreseen but not yet operationalized, and provide insight into how well these instruments align with the expectations of both partner countries and Enabel’s financing partners.
2. **Identification of successes and challenges for used instruments:** the evaluation will provide an analysis of factors of success and constraints that influence the delivery of results of used instruments and relevance.
3. **Assessment of the effectiveness of Enabel’s approach to reinforce synergies and complementarities:** it is expected to have an evidence-based analysis of Enabel’s added value in reinforcing synergies and complementarities. It is expected also that strengths and limitations in Enabel’s partnership-building approach will be identified.
4. **Strategic and forward-looking insights for strengthening and/or diversifying Enabel’s instrument assortment,** based on evidence and informed by the exploration of innovative instruments used by other organizations and consultations with other international cooperation actors.
5. **Practical and strategic recommendations** to: 1) address gaps in instruments’ use, 2) enhance synergies, 3) support innovation on instruments and being a force of proposal on this topic within the evolving expectations of partners and the overall context of international cooperation.

5.6 Evaluation scope

The scope will be the Enabel instruments as defined in the strategy 2030 including developed sub types of these instruments used currently, but also instruments used in the past (before Enabel Law in 2017). It would be interesting indeed to reassess given the change of context

and political orientations of international cooperation, the relevance that those approaches could have in today's reality.

In addition to instruments used by Enabel, this evaluation under objective 2 will also include in the scope a broader view of instruments used by other organisations, without restricting to traditional development cooperation actors, nor restricting to specific countries or regions, nor to only the types of instruments foreseen specifically for Enabel.

Enabel is present in several countries of Africa, Middle East, and Ukraine. The countries where Enabel is operational are within the scope of the objective 1 of the evaluation.

There are no initial plans to conduct field visits for this evaluation. Case studies will be selected based on relevance and availability of documented information; in-depth interviews with stakeholders outside Belgium will be conducted remotely.

5.7 Evaluation questions

Questions linked to objective 1:

1. To what extent does Enabel's package of instruments respond to the needs and expectations of its partners, including financing partners?
2. Are there any gaps, challenges or barriers that limit the strategic use of Enabel's instruments?
3. How effectively does Enabel reinforce synergies and reinforce complementarities with other actors? What are key factors enabling or constraining Enabel's approach to reinforce synergies and complementarities?

Questions linked to objective 2:

1. How future-proof (robust and adaptable) are Enabel's instruments, within the evolving context of international cooperation?
2. How can Enabel develop or adapt its instruments assortment to remain relevant and responsive in a changing international cooperation landscape?
3. What types of innovative instruments or existing instruments from other organizations could be relevant for Enabel?
4. Based on identified gaps and benchmarking, which innovative instruments might it be worth exploring or testing, and under what conditions?

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

5.8 Evaluation methodology

The methodological proposal should credibly show how the evaluators will proceed in order to achieve the objectives of the evaluation, to make the evaluation useful and to present results that meet the quality standards for strategic evaluations. The methodology should be designed to consider the strategic nature of the evaluation, including its aim to improve decision-making in uncertain situations. It should have a forward-looking approach to facilitate learning and adaptive management, and not be confined to methods used for evaluating past performance of individual projects.

The proposed methodology is an essential element in the assessment of tenders. The methodological proposal will contain at least the following elements:

- **The methodological approach:** proposed approach to achieve each objectives of this evaluation, taking into account the strategic character of the evaluation, planning and available resources.
- **Analysis framework/evaluation matrix** summarizing the evaluation questions, judgement criteria, means of data collection and sources of information.
- **Methods that will be used to collect the necessary data and data analysis (triangulation)** needed to answer the different evaluation questions: the tenderer must explain why the approach and methods have been selected in relation to the evaluation purpose and the evaluation questions. The methodology proposed will ensure effective use of existing evidence and secondary data.
- **Quality assurance:** the tenderer needs to provide a description of the mechanisms that will be applied to guarantee the quality of the evaluation process and of the deliverables.

5.9 Phases of the evaluation

The tenderer will propose a process built on clearly defined stages to demonstrate good and efficient organizational skills and to allow interactions with EVAL and the accompanying committee throughout the evaluation process. The phases should include: inception, study, participatory workshop, restitution, final reporting. The tenderer may propose a different phasing approach if justified and aligned with the evaluation timeline and deliverables' deadlines.

- **Inception:** The methodology, practical approach and timeline, as proposed in the technical offer, will be discussed at a kick-off meeting with the evaluators. Proposals may be made for possible adjustments. The transfer of documentation by Enabel will also be organized during this meeting. Based on these discussions, the evaluators will prepare an inception report, including proposals for selected instruments for conduct of case studies. This phase ends with a meeting with the accompanying committee of the evaluation and the validation of the inception report by EVAL.
- **Study:** During this phase, the evaluators will perform a thorough literature review and conduct interviews with relevant internal and external stakeholders and actors. At the end of this phase, the evaluation team will provide a first deliverable of this work, in the form of a PowerPoint presentation and a preliminary report, including overall initial results of the analysis, conclusions and recommendations and more specifically an instruments' analysis, a benchmarking analysis, and case studies on selected instruments.
- **Participative workshop:** A workshop involving various stakeholders will be conducted to: 1) present the initial results of the evaluation and prospective study, 2) facilitate a forward-looking reflection on future instruments in line with the second objective, and 3) discuss the evaluation team's initial recommendations on instruments based on the analysis findings. Following the workshop the used Powerpoint presentation with additional insights will be shared.
- **Reporting:** The phase of reporting includes the finalisation of the analysis, triangulation of the data and findings and the finalisation of the write up of the evaluation report, in light of the evaluation objectives and questions, and complementary insights discussed during the participatory workshop and comments on the preliminary report. Based on all previous contributions, the evaluation report will be finalized by the evaluation team. Following the reporting and review of the preliminary report, evaluators are required to correct any factual errors. They are not required to consider comments on findings if they affect the independence of the

assessment. Evaluators must justify the reasons why specific comments were or were not taken into account. At the end of this phase, the final report and executive summary will be provided for final comments to the accompany committee of the evaluation, and for validation by EVAL.

- **Restitution:** A session to present the findings of the strategic evaluation will conclude the assignment. It could include a discussion on specific findings and strategic insights related to instruments in the form of a panel of experts. Strategic key take aways of the evaluation will be prepared to be shared as a communication product for the restitution workshop. At the end of this phase, the evaluation team will submit the final version of the presentation of the restitution.

Regular intermediate feedback to key stakeholders will be used to support and inform strategic ongoing of internal processes. EVAL should be closely involved during the process.

5.10 Deliverables

5.10.1 Expected deliverables

- **Inception report:** following the launch of the evaluation, and clarification provided by EVAL, the inception report will provide a comprehensive methodology including an evaluation matrix, a description of the evaluation phases, the evaluation approach, as well as the approach for the prospective component of the evaluation, data collection methods used in each phase (including organisation of data and finding and the proposed approach for the case studies), a calendar, the description of the roles and responsibilities within the team. Describe the challenges and limitations that the strategic evaluation might encounter.

Expected delivery: 6 weeks following the award and beginning of the assignment

- **Preliminary report:** The preliminary evaluation report will include all the relevant sections of the final version. It will be presented and discussed at a meeting of the accompanying committee, during which comments may be made.

The preliminary report will include the following elements :

- 1) An instruments' analysis : It is expected to receive a descriptive and evaluative overview of Enabel's instruments based on the Strategy 2030. It will include a quantitative inventory of the current state of use of instruments as well as a qualitative appreciation of each instruments, including the key stakeholders and partners feedbacks, in response to evaluation questions of objective 1. Initial findings, conclusions and recommendations in response to objective 1
- 2) A benchmarking analysis on instruments will provide a comparative analysis of instruments used by other actors of international cooperation including non-traditional actors. It will include identification of best practices, lessons and potential for use by and/or adaptation for Enabel. The benchmarking will be informed by desk reviews and consultations with organisations selected for this exercise.
- 3) Case studies: a set of case studies of instruments will be elaborated. It will illustrate successes, added value including in delivering results and challenges in responding to expectations par partners.
- 4) Overall initial results of the analysis, conclusions and proposed recommendations by the evaluation team.

Expected delivery: 10 weeks following the approval of the inception report by EVAL.

- **Evaluation final report:** The evaluation report will present the findings in response to the evaluation objectives and questions. The report will include findings based on the analysis carried out, conclusions, recommendations. The conclusions will be written based on robust cross-based analyses. For the recommendations, priorities should be established and a reasonable number of strategic recommendations (coherent, clear, actionable and useful) should be achieved. EVAL should be associated in the clarification and selection of the most strategic recommendations.
Expected delivery: 6 weeks following receipt of comments on the preliminary report
- **Executive summary:** the executive summary should be a document that could be understood on its own. It should remain concise including all key and strategic findings and conclusions of the evaluation as well as the recommendations made. The executive summary will be elaborated in close collaboration with EVAL.
Expected delivery: 6 weeks following receipt of comments on preliminary report
- **Key take aways for strategic use:** this one A4 page long document is a communication deliverable, suitable to presentation to the management, board and external stakeholders and decision makers. It will include key findings, strategic conclusions and main recommendations. This document will be elaborated in close collaboration with EVAL.
- *Expected delivery: to be ready to be shared for the restitution workshop*

All templates will be provided and discussed with EVAL during the inception phase.

Language: all reports and deliverables will be in English; the executive summary and key take aways note will be provided in English and French.

5.11 Timing of the evaluation

Duration and period scheduled: 9 months

Needs estimate: Considering the needs for developing a strategic evaluation with the proposed scope, an input of the order of **130 to 150 man/days** is estimated as the average quantity of expected services.

5.12 Management of the evaluation

The Board of Directors of Enabel and the Corporate Board including Enabel's management are the commissioners of this strategic evaluation. They will be consulted at different key moments during the evaluation process to ensure that the evaluation is in line and respond to strategic expectations of the organisation and utilisation to be made.

Internal evaluation Office: The Internal Evaluation Office is the unit responsible for launching and overseeing the evaluation under the leadership of the Board of Directors. It acts as the manager of the evaluation. In this capacity, the manager of the evaluation ensures that the evaluation is compliant with the legal framework and terms of reference and monitors the quality of the process and its results. EVAL manages the entire evaluation process from start to finish. It holds sole responsibility for directing the evaluation process. It has the authority to make decisions regarding the design, implementation, and deliverables of the evaluation.

Accompanying committee: An “accompanying committee” chaired by the Coordinator of the Internal Evaluation Office of Enabel is established as an advisory body, offering guidance throughout the strategic evaluation process to ensure that both the process and its deliverables meet the evaluation's objectives. The accompanying committee is composed of internal and external stakeholders; it is consulted at different stages during the strategic evaluation process (at least 4 meetings with the evaluation team).

Evaluation stakeholders: various stakeholders will be consulted during the evaluation and involved in the process. It is expected to engage a wide range of diverse stakeholders on the evaluation subject, including various public and private actors including non-traditional actors of “development cooperation”, humanitarian actors, foundations etc. In instances where schedules align, an exchange with evaluators of the Special Evaluation Office should be arranged to ensure complementarity of evaluations.

6 Forms

6.1 Identification forms

6.1.1 Natural person

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

I. PERSONAL DATA	
FAMILY NAME(S)①	
FIRST NAME(S)①	
DATE OF BIRTH	
JJ MM YYYY	
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD PASSPORT DRIVING LICENCE② OTHER③	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER④	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION ⑤	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ?	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY
YES NO	
DATE	SIGNATURE

① As indicated on the official document.

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

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

6.1.2 Legal person entity private/public legal body

To fill the form, please click here :

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

OFFICIAL NAME ②			
ABBREVIATION			
MAIN REGISTRATION NUMBER③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY			PHONE
E-MAIL			

DATE	STAMP
SIGNATURE OF AUTHORISED REPRESENTATIVE	

- ① Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
- ② National denomination and its translation in EN or FR if existing.
- ③ Registration number in the national register of the entity.

6.1.3 Public law entity

To fill the form, please click here :

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

OFFICIAL NAME^①			
BUSINESS NAME (if different)			
ABBREVIATION			
LEGAL FORM			
ORGANISATION TYPE			
FOR PROFIT		NOT FOR PROFIT	
☐		☐	
NGO^②		YES	NO
☐		☐	☐
MAIN REGISTRATION NUMBER^③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION		CITY	COUNTRY
DATE OF MAIN REGISTRATION		DD	MM
VAT NUMBER			
ADDRESS OF HEAD OFFICE			
POSTCODE		P.O. BOX	CITY
COUNTRY		PHONE	
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

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

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

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

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Object

6.2 Tender Forms – prices

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

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

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

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

Items	Description	Type	Total price in EUR (VAT excl)	% VAT	Total price in EUR (VAT incl)
1	Evaluation of instruments to respond to international cooperation partners expectations	Global price			

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

Certified true and sincere,

Executed at (location)_____on (date)_____,

Handwritten original signature(s):

6.3 Declaration on honour – exclusion criteria

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

- 1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or terrorist financing
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

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

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

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

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

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

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

6.4 Integrity statement for the tenderers

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I/we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date