



Tender Specifications

Public procurement of services for pre- and post-testing of teachers' digital competences

Negotiated Procedure without Prior Publication

BEL24001-10016

Deadline for submission of tenders: August 25, 2025, at 10:00 a.m. (Belgian time)

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1 General provisions

1.1 Derogations from the General Implementing Rules

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

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

1.2 Contracting authority

The contracting authority 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 Mr. Jan Verschueren, Project Manager – RTIA, and Ms. Marie Sculier, Contract Support Manager – Global Projects, who are mandated to represent the company towards third parties.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

1.4 Rules governing the procurement contract

The following regulations are notably applicable to this contract:

- The Law of June 17, 2016, concerning public procurement;
- The Law of June 17, 2013, regarding motivation, information, and remedies in the field of public procurement and certain works, supplies, and services contracts;
- The Royal Decree of April 18, 2017, regarding the award of public contracts in the classic sectors;
- The Royal Decree of January 14, 2013, establishing the general rules for the execution of public contracts.
- 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

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.

data and on the free movement of such data (General Data Protection Regulation – ‘GDPR’), and repealing Directive 95/46/EC.

- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

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

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

1.5 Confidentiality

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

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

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

1.6 Deontological obligations

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

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

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

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

1.6.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or

immaterial advantage, of whatever value, to agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

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

1.7 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

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

2.2 Subject-matter of the procurement contract

This service procurement contract concerns the delivery of pre- and post-tests measuring teachers' digital competences. The services are described in detail in Section 5 of these tender specifications.

2.3 Lots

This procurement contract is not divided into lots.

2.4 Particularities

2.4.1 Right to renounce the procedure

In accordance with Article 85 of the Law of June 17, 2016, the completion of a procedure does not imply the obligation to award a procurement contract. The contracting authority may either renounce the award of the procurement contract or redo the procedure, if necessary, using a different method, without having to pay compensation to the tenderers for any reason whatsoever.

2.4.2 Right to non-exclusivity

The conclusion of this procurement contract does not grant any exclusivity to the awardee. During the validity period of this contract, the contracting authority may have similar or analogous services to those described in the Tender Specifications performed by other service providers or by its own services. The awardee cannot claim any compensation for this.

2.5 Contract duration

The contract will run from the first working day following the notification of the award until the acceptance of the services. It is currently expected to run from September /October 2025 until December 2026. The contract may be prolonged if a no-cost extension of either of the projects (RTIA or Teach2Empower) is requested and approved. In such a case, the duration of the contract extension will correspond to the duration of the project extension. It is noted that such an extension would concern only a postponement of the post-assessment activities to a later date, without any extension of the actual services provided, and would therefore have no budgetary impact. Under no circumstances shall the total duration of the contract, including any possible prolongation, exceed four years.

2.6 Variants

There are neither required nor permitted variants.

Free variants are not permitted.

2.7 Options

There are neither required nor permitted options.

Free options are not permitted.

2.8 Quantities

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

3 Award procedure

3.1 Procedure

In accordance with Article 42, § 1^{er}, 1^o, a), of the Law of June 17, 2016, regarding public procurement, this procurement contract is awarded through a negotiated procedure without prior publication provided that the estimated value of the services does not exceed 143,000.00 EUR excluding VAT over the entire duration of the contract.

3.2 Information

The awarding of this procurement contract is coordinated by Mr. Romain Mercenier, Procurement Officer – Global Project, and Ms. Marie Sculier, Contract Support Manager – Global Project. 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.

Interested economic operators may ask questions concerning the Tender Specifications and the contract up to 5 days before the deadline for the submission of tenders. Questions must be submitted via the "Forum" on the e-Procurement Platform. The contracting authority will publish the answers on the forum as soon as possible. Tenderers are advised to regularly check this forum.

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

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

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

3.3 Tender

3.3.1 Data to be included in the tender

The tenderer must use the tender forms provided in the annexes. If the tenderer chooses not to use these forms, they bear full responsibility for ensuring complete and exact correspondence between the documents submitted and the required forms.

The tender and the annex(es) to the tender forms shall be drawn up in French, Dutch, or English (according to the tenderer's choice).

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

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

3.3.2 Period the tender is valid

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

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

3.3.3 Method for determining the prices

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

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

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

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

3.3.4 Elements included in the prices

3.3.4.1 Taxes and other levies

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

VAT is recorded as a separate item in the inventory.

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

The services are therefore subject to:

- Belgian VAT for a Belgian service provider;
- VAT in the service provider's country of origin for an EU service provider;
- Without VAT for non-EU service providers (unless local legislation provides otherwise).

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

The service provider must include all service-related costs in their unit prices.

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

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

- of workers during the execution of their work;
- Communication costs (including internet);
- Copyright fees.

This list is merely illustrative and by no means exhaustive.


3.3.5 How to submit tenders?

Tenderers are required to complete the tender forms attached to the Tender Specifications (section 6). If they choose not to use these forms, they bear full responsibility for ensuring that the documents they submit are in perfect conformity with the required form.

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

The tenderer submits his tender via the e-procurement platform <https://www.publicprocurement.be/>, which ensures compliance with the conditions of Article 14, § 7, of the Law of June 17, 2016.

To be submit an offer, tenderers shall follow the instructions below:

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

Tenders must be in possession of the contracting authority no later than August 25, 2025, at 10:00 AM (Belgian time)

The tenderer must not individually sign the offer and its annexes at the time of their upload to the platform. In accordance with Article 42, § 3, of the Royal Decree of April 18, 2017, these documents are collectively signed either by affixing an electronic signature (simple, advanced, or qualified) or by a manual signature on the submission report. Tenderers may choose between these signature methods. Only the signature affixed on the submission report is considered valid, excluding any other document.

Additionally, tenderers must attach to their offer the articles of association, the mandate, or any other document demonstrating that the signatory of the submission report is authorized to bind the bidder vis-à-vis third parties.

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

CAUTION

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

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

3.3.6 Selection of tenderers

3.3.6.1 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.

3.3.6.2 Additional information regarding exclusion grounds

The mandatory and optional grounds for exclusion are detailed in the declaration of honor related to the "Know Your Counterparty Policy." The contracting authority is required to verify the absence of grounds for exclusion based on the following documents:

- A criminal record extract in the name of the tenderer (legal entity) or its representative (natural person) if no criminal record exists for legal entities;
- A document proving that the tenderer is in compliance with social security contributions, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union;
- A document proving that the tenderer is in compliance with tax obligations, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union;
- A document proving that the tenderer is not in a state of bankruptcy, liquidation, cessation of activities, or judicial reorganization, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union.

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

However, for documents that are not accessible through a free national database in a member state of the European Union, the tenderer must be able to provide proof within 3 business days following the contracting authority's request.

Therefore, it is highly recommended that tenderers do not wait for the contracting authority's request and promptly seek the necessary documents

from the competent authorities in the country where they are established. Indeed, the processing times for obtaining certain documents can be lengthy.

3.3.7 Evaluation of the offers

3.3.7.1 Overview of the procedure

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

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

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

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

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

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

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

3.3.7.2 Award criteria

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

3.3.7.2.1 First criterion – Price (20 points)

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

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

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

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

where:

B = the number of points awarded to the bid under consideration;

P(lowest) = the amount of the lowest regular bid;

P(bid) = the amount of the bid under consideration;

Z = the weighting for the price criterion.

Prices will be compared including VAT.

3.3.7.2.2 Second criterion – Methodology (50 points)

The tenderer must submit a technical note (maximum ten pages) detailing the proposed methodology for implementing the mission.

This methodology should address the following elements:

- **Technology-agnostic design of the assessments**, ensuring that the service provider does not test digital skills solely in relation to a specific software suite, device, or operating system.
- **Description of the design and content of the proposed pre- and post digital skills assessments**, including sample question types, assessment structure, and scoring methodology.
- Proposed steps to develop the teacher-specific assessment modules in alignment with the project's objectives, DigCompEdu and the educational environment.
- **Description of the in-situ application of the pre- and post-assessments**, taking into account limited connectivity and aiming to minimise travel requirements for teachers.
- **Technical specifications of the SaaS platform**, including hosting, accessibility, data security, and compliance with relevant standards.
- **Adaptive functionality of the SaaS platform** — such as the ability to tailor the difficulty of questions based on the candidate's digital skill level — will be considered an asset.
- **Adaptation to African tech environments**, taking into account factors such as the more frequent use of smaller, affordable mobile devices (as opposed to laptops/desktops) and varying levels of (digital) literacy.

The tenderer shall attach to the methodological note a detailed budget for the execution of the contract. This budget must include all costs necessary to carry out the assignment (e.g. consultants' and evaluators' fees, all transport costs, per diems, etc.). This element will also be taken into account during the evaluation of the methodology, but it is not included in the 10-page limit for the technical note.

Minimum requirements:

- **Availability of a ready-to-use digital skills assessment solution on a SaaS platform**, enabling rapid deployment and efficient data analysis (cf. the need for quick rollout).
- **Nature of the proposed assessment, which should be both knowledge-based and especially task-/performance-based³**, allowing for objective and practical measurement of digital competences (e.g. facilitated by interactive mockups of digital technologies or applications).
- **Alignment with international frameworks**, specifically the EU DigComp and DigCompEdu frameworks.
- **Robustness and stability of the platform in low-tech environments**, particularly its ability to function with limited internet connectivity and to maintain data integrity in the event of power or internet outages.

³ Reference can be made to the description in ITU, 2020, Digital Skills Assessment Guidebook: https://academy.itu.int/sites/default/files/media2/file/D-PHCB-CAP_BLD.04-2020-PDF-E_02%20June%202020.pdf

3.3.7.2.3 Third criterion – Experience (30 points)

To assess offers based on experience criteria, tenderers must include a detailed profile of the proposed expert or team of experts responsible for implementing this contract, including their Curriculum Vitae (CVs). The qualifications and relevant experience of the proposed expert(s) in areas directly related to this assignment must be clearly outlined.

In particular, the evaluation will focus on:

- Experience in designing and conducting digital skills assessments ;
- Experience in designing pedagogically sound assessments;

Additionally, tenderers should indicate the proficiency levels in the required working languages for each proposed expert.

Minimum requirements:

In any case, each proposed expert must meet the following minimum requirements:

- Fluency in English (written and oral).

Please note that language proficiency will be assessed based on the information provided in the CVs (e.g. indicated language level). The language level must be clearly stated in the CVs. If the information provided does not allow the contracting authority to confidently determine that the required language level is met, it reserves the right to request further clarification and to examine the following elements (any one of which is sufficient to demonstrate the expert's language proficiency):

- Certifications and/or language test results;
- OR Language of the diploma(s) obtained;
- OR Previous professional experience in the relevant language-environment.

3.3.7.3 Final score

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

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

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

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

4 Special contractual provisions

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

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

4.1 Managing official (Art. 11)

The managing official is Mr. Jan Verschuere, Project Manager RTIA, jan.verschuere@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 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

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.

4.3 Protection of personal data

4.3.1 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.

4.3.2 Processing of personal data by a processor

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.

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

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets

out that the processor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the processor (Article 28 §3 of the GDPR).

To this end, the tenderer must complete, sign, and submit the processing agreements provided in Forms 6.4.2 and 6.4.3.

Form 6.4.1 will be signed between the awarded contractor and the contracting authority once the contract has been awarded. At this stage, it does not need to be attached to the offer.

4.4 Intellectual property (Art. 19 to 23)

All reports and inception & design documents created during the performance of the contract shall be the sole property of Enabel. This includes all intellectual property rights, titles, and interests therein, whether in draft or final form, and regardless of the medium in which they are expressed. The service provider hereby irrevocably assigns to Enabel, on an exclusive basis and without limitation in time or territory, all such rights upon their creation, without any additional compensation other than the remuneration specified in the contract.

All outputs created, developed, or produced in the course of performing this procurement contract related to the teacher-specific task-based and knowledge-based assessment modules (see 5.2.1.1 - second bullet) — including but not limited to research findings, interim results, draft and final modules — shall be subject to co-ownership between the service provider and the contracting authority. This co-ownership applies regardless of the stage of completion or intended use of the material.

Each party shall be entitled to use, adapt, and disseminate these co-owned materials freely for its own institutional or project-related purposes, including reuse in other programmes, without requiring prior consent from the other party.

In addition, interactive mock-ups and simulations specifically developed under this assignment for the purpose of assessing teachers' digital skills shall be made openly available (open source license CCBY, reference to Enabel and contractor) to allow reuse by other development actors. This open access applies exclusively to said mock-ups and simulations and does not extend to any platforms, software, systems, or other components developed or used in the context of this procurement contract.

All costs related to the creation and exploitation of these intellectual property rights — including their use in all forms and by all means — are deemed to be fully covered by the contract price.

Any pre-existing tools, platforms, software, or modules used by the service provider during the execution of this procurement contract shall remain the sole property of the service provider, unless expressly agreed otherwise in writing by the parties.

The contractor shall be solely responsible for obtaining any necessary authorisations or licences for the use of third-party intellectual property rights (e.g. patents, copyrights, trademarks, or licences). Under no circumstances shall the contracting authority be held liable for such use.

The contractor shall bear all costs and liabilities related to the use of third-party rights and shall fully indemnify the contracting authority against any claim arising therefrom. It is presumed that the contractor has taken these aspects into account when preparing and submitting their offer.

4.5 Subcontractors (Art. 12 to 15)

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

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

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

No later than the start of performance of the contract, the contractor must provide the contracting authority with the following information: the name, contact details and legal representatives of all subcontractors, regardless of the extent to which they participate in the subcontracting chain and regardless of their place in this chain. Throughout the course of the public contract, the contractor is required to inform the contracting authority without delay of any changes to this information and of the information required for any new subcontractor who subsequently participates in these services.

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

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.

4.6 Performance bond (Art. 25 to 33)

For this procurement contract no performance bond is required.

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)

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

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

1. Impositions affecting the contract amount (art. 38/8);
2. Unforeseeable circumstances detrimental to the contractor (art. 38/9);

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

A decision of the Belgian State to terminate 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 public contract, Enabel will do everything reasonable to obtain a maximum damage sum.

4.9 Zero tolerance Sexual exploitation and abuse

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

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be 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.

4.10 End of the procurement contract

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

When the contracting authority is in possession of the list of services provided and/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 of the Royal Decree of January 14, 2013.

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.

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

4.10.2.1 Generalities

The contracting authority shall verify and pay the amount due to the service provider within thirty days from the date on which it is established that the services (or part thereof) have been completed. Payment can only be made if the contracting authority is in possession of the duly established invoice, the list of services provided, and any other required documents. Only services executed correctly may be invoiced.

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

Enabel, the Belgian development agency
 To the attention of Mr. Jan Verschuere, Project Manager – RTIA
 Rue Haute, 147
 1000 Brussels
 Belgium

Invoices must be denominated in EURO.

4.10.2.2 Payment Tranches & Schedule

The consultancy will take place between October 1, 2025, and January 31, 2026.

Below you will find a suggested timeframe. The deliverables must be approved by Enabel before the consultant can proceed to the next phases of this assignment.

For each deliverable highlighted in red below, the contractor may claim a corresponding payment according to the instalments specified.

This payment is subject to the submission of a detailed statement of the services performed and the deliverables produced. This will result in the issuance of a partial acceptance report (*procès-verbal de réception partiel*).

If the services are validated, the contractor may submit an invoice corresponding to the percentage of the total contract amount indicated below.

	Phase	Action	Deliverables	Timing	Instalment
1	Inception	Inception meeting(s) with Enabel team and stakeholders.	The general assessment modules for the pre-assessment. The timeline and approach for the prior assessment	October 2025	
2	Pre-assessment	Application of the “general” digital skills assessment for 900 teachers that will be trained by the project; Display of results in dashboard; Presentation of results in an easy-to-read report with main conclusions on skills available and gaps that should be addressed by the project.	Narrative report on the results of the assessments prior	October 2025	20 %

3	Preparatory phase post assessment	Initial discussion on scope of teacher-specific modules. Proposal for selection of digital skills to be measured with teacher-specific modules. Validation of teacher-specific modules to be developed.	The design and methodology for the 7-10 teacher specific modules. The timeline and approach for the post-assessment.	November 2025	
4	Development teacher specific modules	to ensure the task-based skills assessment can evaluate the specific digital skills required by teachers (cf. DigCompEdu) and prioritised by the project (see annex), the service provider will adapt or develop new modules for their performance-based assessment.	7-10 teacher specific modules.	December 2025 – August 2026	40 %
5	Post assessment	Application of the digital skills assessment (initial general modules/tasks applied together with the newly developed teacher specific modules) for 900 teachers that have been trained by the project; Display of results in data visualisation dashboard; Presentation of results in an easy-to-read narrative report with main conclusions on skills available and gaps that should be addressed by the project.	Narrative report on post the project's training activities.	September – November 2026	
6	Closure	Facilitate a final restitution workshop, presenting the changes between	Narrative report comparing the results of both (pre-	November 2026 – January 2027.	40 %

		the pre- and post-assessment	and post-CPD trajectory) and providing some conclusions. Presentation slides for final restitution workshop.		
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4.10.3 Advance payment

Under Article 12/1, paragraph 2, 1° of the Law of June 17, 2016, an advance may be granted to the contractor upon request. However, the payment of the advance is conditional upon the submission of a dated written request.

The amount of the advance is 15% of the initial value of the contract, including all taxes.

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

The advance granted will be deducted from the amounts owed to the successful tenderer as follows:

- The first half of the advance will be deducted from the amounts owed to the contractor when the value of the services performed reaches 30% of the initial contract value;
- The second half of the advance will be deducted from the amounts owed to the contractor when the value of the services performed reaches 60% of the initial contract value.

4.11 Litigation (Art. 73)

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

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

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

5 Terms of Reference

5.1 The context and description of the need

5.1.1 Project Context

The Regional Teachers' Initiative for Africa (RTIA) is a flagship initiative under the EU-Africa Global Gateway strategy. Under this initiative, the European Union, African Union, UNESCO, and 3 EU Member States (Belgium, Finland, France) partner with interested African countries to build up a motivated and competent teacher workforce. The initiative focuses on making teaching both an attractive job prospect for young professionals and a life-long learning experience. It puts an emphasis on teachers in basic education, to acquire and transmit digital and green skills. This ensures that students are future proof, enabled to plug into the opportunities of the digital transformation, and engaged in the preservation of our planet.

As part of this initiative, Enabel is (amongst other activities) implementing a scaling project (2.500.000 EUR) to strengthen the digital skills of teachers through the use of innovation hubs and mobile teaching kits for teachers in Uganda, Rwanda and Tanzania.

Furthermore, an additional 4.000.000 EUR has been mobilised by the Belgian government for the Teach2Empower project, which acts as parallel cofinancing for the RTIA with a specific focus on learner empowerment. € 541.400 of this project is leveraged by Enabel to increase impact of the digital skills for teachers scaling project.

5.1.2 Project objectives

The objective of the scaling project (bringing together the EU and BE funding) is for teachers to adopt creative digital pedagogies and support their learners to actively engage with digital technologies for high quality, empowering and engaging learning experiences.

This will be supported through the following outputs:

Output 1. Lower secondary schools have been equipped with mobile digital toolkits to enable teachers to engage with digital pedagogies and teach digital competences in their classrooms.

Output 2. Innovation hubs with semi-structured communities of learning have been established to support initial and continuous digital competence training and stimulate innovative teaching practices.

Output 3. Learning resources for teacher training institutions have been developed and educators have been supported in the teaching of digital competences.

Output 4. The digital competence training offer in teacher resource centers has been diversified and strengthened.

Output 5. Innovative business and governance models have been developed to ensure financial and institutional sustainability of innovation hubs.

5.1.3 Service required

The key objective of the project is to strengthen teachers' digital skills, enabling them to apply this knowledge in the classroom and support their learners in acquiring essential digital competencies.

To assess whether the project has successfully achieved this objective, a **thorough measurement of teachers’ digital competencies before and after their participation in the project is essential**. Without a clear understanding of the baseline and the progress made, it is difficult to objectively determine whether the project has met its goals. These measures not only generate valuable data to demonstrate the project’s effectiveness, but also enable us to refine our approach and adjust our theory of change to ensure long-term impact and sustainability in digital skills training for teachers. **This is the object of the present public procurement contract.**

While several tools exist to assess digital competencies, most rely on self-assessment questionnaires, where participants subjectively report their own skills. To allow for a more objective evaluation, the project intends to adopt a task-/performance-based and knowledge-based assessment methodology, focusing on the completion of specific tasks or assignments that measure practical, demonstrable digital skills.

To ensure coherence with European standards, the digital competencies assessed should be aligned with the EU DigComp and DigCompEdu frameworks. In addition, the assessment design must reflect the realities of the target countries, where smaller mobile devices (such as smartphones and tablets) are more commonly used to access digital services and the internet than laptops or desktops. The tool and methodology should also account for frequent internet disruptions and power outages, ensuring that such interruptions do not require users to restart the entire assessment.

The specific objective of this tender is fivefold. The goal is to collect evidence on teachers’ digital competencies, by:

1. Administering pre- and post-digital skills assessment
2. Design and Development of seven to ten teacher specific testing modules
3. Provision of a web-based and interactive data visualization
4. Produce and submit progress and final reports, as outlined in the scope of work
5. Facilitate a final restitution and learning workshop

5.2 Technical requirements and specifications

5.2.1 Description of expected services

5.2.1.1 Tasks

The consultant is expected to conduct the following activities:

1. **Administering of digital skills assessments** for the teachers targeted by the project (more or less 900 teachers across 30 schools, in Adjumani District and Jinja district (Uganda), Rwanda (regions to be determined) and in the Kigoma region (Tanzania) (1) at the start of the continuous professional development (CPD) trajectory (prior or at the start of the digital skills training activities), measuring “general” digital skills that all citizens need using an already available assessment packet; AND (2) at the end of the project (post training activities), measuring both “general” digital skills and teacher-specific digital skills. The consultant shall ensure that all participants sign a participation consent form prior to their participation in the assessment.
2. Design and development of seven to ten (7-10) teacher specific testing modules (each including relevant groupings of related items that assess a particular domain or skill area). aligned with the identified priority competences from the DigCompEdu framework available in annex I, **for the post-training assessment**. *The*

development of these modules will ensure that technical skills or knowledge can be objectively verified.

3. Provision of a web-based and interactive data visualisation dashboard for easy comparative analysis of the data based on different variables.
4. Provision of narrative reports on (1) the results of the assessments prior and (2) post the project's training activities; and (3) comparing the results of both (pre- and post-CPD trajectory).
5. Facilitate a final restitution workshop, presenting the changes between the pre- and post-assessment. The consultant is responsible for preparing presentation materials, presenting the results, facilitating the sessions, and ensuring validation of the findings.

Enabel will:

1. Request formal approval from the government to conduct this study.
2. Provide feedback on the proposed general assessment modules, the proposed timeline and approach for the pre-assessment, the design and methodology for the 7-10 teacher specific modules, the proposed timeline and approach for the post-assessment and each of the narrative reports.
3. Handle the logistical organization of the validation, restitution and learning workshops.

5.2.1.2 Minimum requirements

As specified above, the minimum requirements are as follows:

- **Availability of a ready-to-use digital skills assessment solution on a SaaS platform**, enabling rapid deployment and efficient data analysis (cf. the need for quick rollout).
- **Nature of the proposed assessment, which should be both knowledge-based and especially task-/performance-based⁴**, allowing for objective and practical measurement of digital competences (e.g. facilitated by interactive mockups of digital technologies or applications).
- **Alignment with international frameworks**, specifically EU DigComp and DigCompEdu.
- **Robustness and stability of the platform in low-tech environments**, particularly its ability to function with limited internet connectivity and to maintain data integrity in the event of a power or connection failures.

5.2.1.3 Considerations

- To the extent possible the teacher specific modules will aim to align with the AU Digital Skill for Teachers Regional Framework, which will be developed by UNESCO as part of their work package under the broader Regional Teacher Initiative for Africa, of which this assignment is part of.

⁴ Reference can be made to the description in ITU, 2020, Digital Skills Assessment Guidebook: https://academy.itu.int/sites/default/files/media2/file/D-PHCB-CAP_BLD.04-2020-PDF-E_02%20June%202020.pdf

5.2.1.4 Location of the activities

The digital skills assessment will be administered in the Kigoma region (Tanzania), the Jinja and Adjumani districts (Uganda), and in Rwanda. All other activities may be conducted remotely.

5.2.1.5 Phases/ timeline

The consultancy will take place **between October 1, 2025, and January 31, 2026**. Below you find a suggested timeframe. The deliverables must be approved by Enabel before the consultant can proceed to the next phases of this assignment.

	Phase	Action	Deliverables	Timing
1	Inception	Inception meeting(s) with Enabel team and stakeholders.	The general assessment modules for the pre-assessment. The timeline and approach for the prior assessment	October 2025
2	Pre-assessment	Application of the “general” digital skills assessment for 900 teachers that will be trained by the project; Display of results in dashboard; Presentation of results in an easy-to-read report with main conclusions on skills available and gaps that should be addressed by the project.	Narrative report on the results of the assessments prior	October 2025
3	Preparatory phase post assessment	Initial discussion on scope of teacher-specific modules. Proposal for selection of digital skills to be measured with teacher-specific modules. Validation of teacher-specific modules to be developed.	The design and methodology for the 7-10 teacher specific modules. The timeline and approach for the post-assessment.	November 2025
4	Development teacher specific modules	to ensure the task-based skills assessment can evaluate the specific digital skills required by teachers (cf. DigCompEdu) and prioritised by the project (see annex), the service provider will adapt or develop new modules for their performance-based assessment.	7-10 teacher specific modules.	December 2025 – August 2026
5	Post assessment	Application of the digital skills assessment (initial general modules/tasks applied together with the newly developed teacher specific modules) for 900 teachers that have been trained by the project; Display of results in	Narrative report on post the project’s training activities.	September – November 2026

		data visualisation dashboard; Presentation of results in an easy-to-read narrative report with main conclusions on skills available and gaps that should be addressed by the project.		
6	Closure	Facilitate a final restitution workshop, presenting the changes between the pre- and post-assessment	Narrative report comparing the results of both (pre- and post- CPD trajectory). Presentation slides for final restitution workshop.	November 2026 – January 2027.

5.2.2 Technical and material resources

The service provider will provide all the devices, applications/platforms and connectivity required to conduct the assessments in situ. Please note that some schools are located in low-connectivity areas, which may require offline solutions to administer the skills assessment.

5.2.3 Methodology and approach

The content of the assessments will be developed and/or validated in close consultation with Enabel to ensure they are aligned with the project's objectives. Likewise, the reports to be developed will build on the analysis of both the service providers as Enabel, by ensuring sufficient exchanges and feedback loops before finalising.

5.2.4 Planning and monitoring

The roll out of pre- and post-intervention assessments will be coordinated through a meeting one month before the assessment delivery and one month after to discuss the results. Likewise, a draft of the final narrative report will be shared for discussion during a meeting, before delivery of the final reports.

For the development of teacher-specific modules aligned with DigCompEdu, monthly meetings will be organised with the project team for feedback and to ensure alignment with project priorities.

5.3 Table of prioritised specific digital skills for teachers (based on DigCompEdu & SELFIE for Teachers)

<p>The below table highlights the digital skills for teachers the project prioritises in its' activities and therefore also for the assessment. The first column provides the description of the skills as in the SELFIE for Teachers self-assessment (developed based on DigCompEdu). The second column provides the level of prioritisation in line with the project objectives. The third column provides the level that was measured based on self-assessments (and therefore subjectively) in Uganda and Tanzania. The fourth column analyses alignment with national digital education and/or skills strategies and frameworks. The fifth</p>	Level of prioritisation cf. project objectives	Cf. self-assessment results		Alignment with national frameworks			Alignment with regional / AU framework (if already under development)	Identified needs
		UG	TZA	RWA²	UG³	TZA⁴		

and sixth column are yet to be filled in once this information is available. For the current tender, candidates are asked to initially take into account the dark green (high priority) and light green digital skills for teachers, which will be further defined with the stakeholders.						
SELFIEforTeachers ¹						

AREA 1 – PROFESSIONAL ENGAGEMENT

1.1. Professional engagement - Organisational communication Using digital technologies to enhance communication with colleagues and/or learners and/or parents	Low – Not a priority for the action, although of course valuable	++	Expert 63%	N/A	Digital Transformation Roadmap 2023/2024-2027/2028 Pillar 4 focuses on "Empower Digital Skills and Literacy"	Included under "Application of Digital Skills" (KA.3.k, KD.4.e)		
1.2. Professional engagement - Online learning environments Managing online learning	Low - Not a priority for the action, nor relevant for the context (not		/	Included under "Utilize the Teacher Management Information System (TMIS) for	Digital Skills Assessment Framework (UICF), data and digital competence,	Included under "Application of Digital Skills" (KA.3.c, KD.4.a).		

environments taking data management and ethics into account.	many LMS in place)			teacher management” 8.1.2	digital collaboration, digital identity			
1.3. Professional engagement - Professional collaboration Using digital technologies to engage in collaboration and interactions with colleagues and/or other education stakeholders.	High – Semi structured communities of practices, international exchanges	+	Expert 45%	Included under “Institutionalise Community of Practice (COP) and peer learning” (4.2.1 & 4.2.2) <i>The TDM framework emphasizes general collaboration, while a new ICT in Education framework could provide more detailed guidance on using digital technologies to enhance collaborative efforts.</i>	Digital Skills Assessment Framework (UICT), data and digital competence, digital collaboration, digital identity - Netiquettes	Included under "Teacher Professional Learning" (KA.5.b, KD.5.a).		
1.4. Professional engagement - Digital technologies and school level infrastructure Using digital technologies (devices, platforms and software) and	High – Uptake mobile toolkits & training on mobile toolkits / innovation hubs			Included under “Revitalize preservice training in TTCs” (2.1.3, 2.1.4 & 2.2.2) <i>The two first points talk about the establishment</i>	Digital Transformation Roadmap. Pillar 1: "Enhance Digital Infrastructure & Connectivity"	Included under "Organization and Administration" (KA.4.a, KD.4.d).		

infrastructure (internet access, local network) available in my school to enhance education.				<i>of a centre of innovation and a well-resourced demonstration school for pre-service teacher training and CPD generally, but we assume that there will be some IT elements.</i>				
1.5 Professional engagement – Reflective practice Reflecting on my own and collective professional practice with the use of digital technologies.	High priority – Cf. Semi structured knowledge sharing communities			Included under “Ensure Career pathway development for both teachers and headteachers.” (6.1.2)		Included under "Teacher Professional Learning" (KA.5.a, KD.5.c).		
1.6. Professional engagement - Digital life Contributing positively and ethically in the digital world, considering safe and responsible digital practices	High – Lead by example	-	Expert – 23% (low score, so high priority)	Included under “Revitalize preservice training in TTCs” (2.2.2)	Digital Transformation Roadmap: Pillar 5: "Promote Cyber Security, Data Protection & Privacy"	Included under "Teacher Professional Learning" (KA.5.d, KD.5.d).		
1.7. Professional engagement - Professional learning (through digital technologies)	High – Online and blended learning modules		Expert - 43%	Included under “Institutionalise in service training both online and face to face and Continuous	Digital Skills Assessment Framework (UICT), data and digital competence.	Included under "Teacher Professional Learning" (KA.5.a, KD.5.a).		

Using digital technologies for one's own professional learning				Professional Development for teachers, TTC tutors and headteachers.” (3.2.3)				
1.8. Professional engagement - Professional learning (about digital technologies) Engaging in professional learning activities for the development of teachers’ digital competence.	High – Continuous engagement & innovation			Included under “Institutionalise in service training both online and face to face and Continuous Professional Development for teachers, TTC tutors and headteachers.” (3.2.3)	Digital Skills Assessment Framework (UICT), data and digital competence.	Included under "Teacher Professional Learning" (KA.5.b, KD.5.b).		
1.9. Professional engagement – Computational thinking Engaging with computational thinking concepts and processes as part of teacher digital competence	Medium – Important for teachers to engage their learners in digital empowerment (demystifying)	-		Included under “Institutionalise in service training both online and face to face and Continuous Professional Development for teachers, TTC tutors and headteachers.” (3.2.3)	Digital Skills Assessment Framework (UICT), data and digital competence	Referred to similarly under "Application of Digital Skills" (KA.3.g, KD.4.a).		
AREA 2 – DIGITAL RESOURCES								

2.1. Digital Resources- Searching and selecting Using searching and selection criteria to identify digital resources for teaching and learning	High – Cf. RTIA priority areas		38% expert	Included under “Institutionalise in service training both online and face to face and Continuous Professional Development for teachers, TTC tutors and headteachers.” (3.2.3)		Included under "Application of Digital Skills" (KA.3.e, KD.4.b).		
2.2. Digital Resources - Creating Creating digital resources that support and enhance teaching and learning aims	High – Cf. RTIA priority areas		LOW – 13% expert	Included under “Institutionalise in service training both online and face to face and Continuous Professional Development for teachers, TTC tutors and headteachers.” (3.2.3)		Included under "Application of Digital Skills" (KA.3.b, KD.4.c).		
2.3. Digital Resources – Modifying Modifying existing digital resources to support and enhance teaching and learning aims, respecting	Medium – Cf. RTIA priority areas but more advanced	+		Included under “Institutionalise in service training both online and face to face and Continuous Professional Development for	Digital Skills Assessment Framework (UICF), data and digital competence	Included under "Application of Digital Skills" (KA.3.h, KD.4.c).		

copyright and licencing rules				teachers, TTC tutors and headteachers.” (3.2.3)				
2.4. Digital Resources – Managing and protecting Organising digital content, enabling easy and secure access for students, parents and teachers, while protecting sensitive and personal data.	Medium – Not a priority but important to facilitate access for their learners			Included under “Institutionalise in service training both online and face to face and Continuous Professional Development for teachers, TTC tutors and headteachers.” (3.2.3)	Digital Skills Assessment Framework (UICT), pg.13 developing content	Included under "Application of Digital Skills" (KA.3.d, KD.4.d).		
2.5. Digital Resources – Sharing Sharing digital content with respect to intellectual property and copyright rules	Low		LOW – 11% expert	Included under “Institutionalise in service training both online and face to face and Continuous Professional Development for teachers, TTC tutors and headteachers.” (3.2.3)	Digital Skills Assessment Framework (UICT). Pg 16.9.1 "Copyright and licenses"	Included under "Application of Digital Skills" (KA.3.i, KD.4.e).		
AREA 3 – TEACHING AND LEARNING								

3.1. Teaching and Learning – Teaching Designing, developing and implementing learning with the use of digital technologies to enhance learning outcomes	Very High – cf; GO & SO RTIA		LOW – 11% expert	Included under “Revitalize preservice training in TTCs” (2.2.2)		Included under "Curriculum, Pedagogy, and Assessment" (KA.2.a, KD.2.a).		
3.2. Teaching and Learning - Guidance Using digital technologies in order to provide feedback and opportunities for reflection, leading to readjustment of teaching and learning practices for both teachers and learners.	Low – not realistic in context, requires learners broad scale access		LOW – 11% expert	Included under “Revitalize preservice training in TTCs” (2.2.2)		Included under "Curriculum, Pedagogy, and Assessment" (KA.2.d, KD.2.d).		
3.3. Teaching and Learning - Collaborative Learning Using digital technologies to foster and enhance learner collaboration for individual and collective learning.	Low – not realistic in context, requires learners broad scale access	+	LOW – 0%	Included under “Revitalize preservice training in TTCs” (2.2.2)		Included under "Curriculum, Pedagogy, and Assessment" (KA.2.c, KD.2.b).		
3.4. Teaching and Learning - Self-regulated learning	Low – not realistic in context, requires learners broad		LOW – 4%	Included under “Revitalize preservice training in TTCs”		Included under "Curriculum, Pedagogy, and		

Using digital technologies to enhance students' self-regulated learning processes, fostering active and autonomous learning making students more responsible for their own learning, thereby shifting the focus from teaching to learning.	scale access and self-regulated learning skills			(2.2.2)		Assessment" (KA.2.e, KD.2.f).		
3.5. Teaching and Learning - Emerging technologies Using emerging technologies in ethical ways to explore novel learning experiences and content.	Medium – quite advanced but relevant for empowerment and innovation objectives			Included under “Revitalize preservice training in TTCs” (2.2.2)		Included under "Application of Digital Skills" (KA.3.j, KD.3.h).		
AREA 4 – ASSESSMENT								
4.1. Assessment - Assessment strategies Using digital technologies to support formative and summative assessment of learning.	High– not a priority for summative assessment but formative assessments are considered as part of digital pedagogy		LOW 15% expert	Included under “Support teachers to pay special attention to students’ learning outcomes.” (5.2.2 & 5.2.3)		Included under "Curriculum, Pedagogy, and Assessment" (KA.2.d, KD.2.e).		
4.2. Assessment - Analysing evidence	Low		LOW – 6%	Included under “Support teachers		Included under "Curriculum,		

Using digital technologies to collect and analyse evidence on students' learning processes and outcomes.	– not a priority / very advanced			to pay special attention to students' learning outcomes.” (5.5.2)		Pedagogy, and Assessment" (KA.2.f, KD.2.g).		
4.3. Assessment - Feedback and planning Using digital technologies to provide feedback to learners, facilitating planning of further action.	Low – not a priority / very advanced			Included under “Institutionalise in service training both online and face to face and Continuous Professional Development for teachers, TTC tutors and headteachers.” (3.2.3)		Included under "Curriculum, Pedagogy, and Assessment" (KA.2.d, KD.2.d).		
AREA 5 – EMPOWERING LEARNERS								
5.1. Empowering learners - Accessibility and inclusion Ensuring access to digital resources and learning activities for all students, taking into consideration any contextual, physical or cognitive constraints to their use	High – Critical to ensure our action is inclusive and sustainable		LOW – 6%	Included under “Support teachers to pay special attention to students' learning outcomes” (5.1.1, 5.1.2 & 5.1.4)		Included under "Application of Digital Skills" (KA.3.f, KD.4.g).		

5.2. Empowering learners – Differentiation and personalisation Using digital technologies to address diverse learning needs and capabilities, by allowing learners to advance at different levels and speeds, and follow individual learning pathways and objectives.	High – Critical to ensure our action is inclusive and sustainable		LOW – 4%	Included under “Institutionalise in service training both online and face to face and Continuous Professional Development for teachers, TTC tutors and headteachers.” (3.2.3)		Included under "Curriculum, Pedagogy, and Assessment" (KA.2.b, KD.2.c).		
5.3. Empowering learners - Actively engaging learners Using digital technologies to foster learners’ active and creative engagement in their learning.	High – Critical to ensure our action is empowering and innovative		LOW – 6%	Included under “Institutionalise in service training both online and face to face and Continuous Professional Development for teachers, TTC tutors and headteachers.” (3.2.3)		Included under "Curriculum, Pedagogy, and Assessment" (KA.2.c, KD.2.b).		
5.4. Empowering learners –Blended learning Using digital resources and tools, online learning	Low – not realistic in context, requires learners broad scale access			Included under “Institutionalise in service training both online and face to face and Continuous Professional		Included under "Application of Digital Skills" (KA.3.c, KD.4.a).		

environments and platforms to ensure students' learning within and beyond the classroom.				Development for teachers, TTC tutors and headteachers.” (3.2.3)				
AREA 6 – FACILITATING LEARNERS’ DIGITAL COMPETENCE								
6.1. Facilitating learners’ digital competence - Information and data literacy Incorporating learning activities, which require learners to use digital technologies to search, evaluate and manage information and data in digital environments.	High – priority and critical for empowerment	++ but at basic level and general		Included under “Revitalize preservice training in TTCs and UR-CE.” (2.2.2)		Included under "Application of Digital Skills" (KA.3.e, KD.4.b).		
6.2. Facilitating learners' digital competence - Communication and collaboration Implementing learning activities that require learners to communicate and collaborate using digital technologies.	High – priority and critical for empowerment		LOW – 3% expert	Included under “Revitalize preservice training in TTCs and UR-CE” (2.2.2)		Included under "Application of Digital Skills" (KA.3.k, KD.4.e).		

6.3. Facilitating learners' digital competence - Content creation Incorporating learning activities that require learners to express themselves by creating digital artefacts	High – priority and critical for empowerment		LOW – 2% expert	Included under “Revitalize preservice training in TTCs and UR-CE.” (2.2.2)		Included under "Application of Digital Skills" (KA.3.b, KD.4.c).		
6.4. Facilitating learners' digital competence - Safety and wellbeing Empowering learners to use digital technologies safely, while mitigating risks to ensure physical, psychological and social well-being	High – priority and critical for safety and well-being		LOW – 4% expert	Included under “Revitalize preservice training in TTCs and UR-CE.” (2.2.2)		Included under "Application of Digital Skills" (KA.3.d, KD.4.d).		
6.5. Facilitating learners' digital competence - Responsible use Empowering learners to use digital technologies responsibly and ethically, managing their digital identity, digital footprint and digital reputation.	High – priority and critical for responsible use and learners’ respectful engagement through digital technologies			Included under “Revitalize preservice training in TTCs and UR-CE” (2.2.2)		Included under "Application of Digital Skills" (KA.3.d, KD.4.d).		

6.6. Facilitating learners' digital competence - Problem-solving Incorporating learning activities, where learners use digital technologies to understand and solve problems.	High – priority for empowerment		LOW – 7% expert	Included under “Revitalize preservice training in TTCs and UR-CE.” (2.2.2)		Included under "Application of Digital Skills" (KA.3.g, KD.4.a).		
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6 Forms

6.1 Identification forms

6.1.1 Private/public law body with legal form

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

6.1.2 Subcontractors

Name and legal form		Address / Registered office	Subject-matter

6.2 Tender Form – price

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

Description	Unit price excluding VAT	VAT rate (if applicable)	Unit price including VAT
Total lump sum price proposed for all services covered by this procurement contract			

Certified true and accurate,

Done at on

6.3 Declaration on honour – exclusion criteria

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

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

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement (or the end of the offence for 7°).

2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions**, i.e. Late payment for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
3. The tenderer is in **a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation** or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
4. The tenderer or one of his directors has committed **serious professional misconduct which calls into question their integrity**.

The following are considered serious professional misconduct, among others:

- a) https://www.enabel.be/app/uploads/2022/11/Exploitation_Abus_Sexuel_-Policy_FR.pdf A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019:

https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-sexual-exploitation-and-abuse.pdf?_gl=1*1q2gqkt*_up*MQ..*_ga*MjEwOTEwNDY3Mi4xNzUzMjY1MDgw*_ga_9KW9PQQN9K*cZE3NTMyNjUwODAKbzEkZzEkdDE3NTMyNjUwOTIkajQ4JGwwJGgw

- b) A breach of Enabel's Policy regarding fraud and corruption risk management:

https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-fraud.pdf?_gl=1*1gzv96m*_up*MQ..*_ga*MjEwOTEwNDY3Mi4xNzUzMjY1MDgw*_ga_9KW9PQQN9K*cZE3NTMyNjUwODAKbzEkZzEkdDE3NTMyNjUwOTIkajQ4JGwwJGgw

- c) A breach of a legal regulatory provision applicable in the country of performance of the services regarding sexual harassment on the work floor;
- d) The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information;
- e) Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements, or entered into arrangements to distort competition.

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

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

Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

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

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

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

Date

Place

Signature

6.4 GDPR forms

6.4.1 Data processing agreement

AGREEMENT on the Processing of personal data (GDPR)

BETWEEN:

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

Represented by: [.....],

Hereinafter referred to as ‘the contracting authority’ or ‘personal data controller’.

AND:

The contractor: [.....], with its registered office at [.....], and which is registered with the Crossroad Bank for Enterprises under number [.....],

Represented by: [.....],
in accordance with Article [.....] of the statutes of the company,

Hereinafter referred to as ‘the contractor’ or ‘processor’.

The contracting authority and the contractor are referred to separately as a ‘Party’ and are jointly referred to as the ‘Parties’.

Preamble

By decision of the [.....], the contractor was awarded a public contract in accordance with Tender Specifications no. [.....].

The needs of this public contract involve the processing of personal data within the meaning of the Belgian law on the protection of natural persons with regard to the processing of personal data and of European Regulation 2016/679 (GDPR).

The purpose of this amendment is to comply with the requirements of Article 28 of the GDPR. The public contract conditions are not otherwise derogated, particularly in terms of the time frame and value of the public contract awarded.

Article 1: Definitions

- 1.1. Terms such as ‘process’/‘processing’, ‘personal data’, ‘personal data controller’, ‘processor’ and ‘personal data breach’ must be interpreted in light of data protection legislation. ‘Data protection legislation’ refers to any regulation of the European Union and/or its Member States, including, without being limited to laws, directives and regulations for the protection of personal data, in particular European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and 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.

Article 2: Subject-matter of the Agreement

- 2.1. During performance of the public contract, the contracting authority entrusts the contractor with the processing of personal data. The contractor undertakes to process personal data in the name of and on behalf of the contracting authority.
- 2.2. The contractor performs the public contract in accordance with the provisions of this Agreement.
- 2.3. Both Parties explicitly undertake to comply with the provisions of applicable data protection laws and to do nothing or fail to cause the other Party to violate relevant and applicable data protection laws.
- 2.4. The elements included in the processing are further included and clarified in Annex 1 of this Agreement. The following are particularly included in said Annex:
 - a) Personal data processing activities;
 - b) The categories of personal data processed;
 - c) The categories of stakeholders to which the personal data of the contracting authority's relate;
 - d) The purpose of the processing.
- 2.5. Only the personal data mentioned in Annex 1 of this Agreement may and must be processed by the contractor. In addition, personal data will only be processed in light of the purposes set out by the Parties in Annex 1 of this Agreement.
- 2.6. Both Parties undertake to take appropriate measures to ensure that personal data are not misused or acquired by an unauthorized third party.
- 2.7. In the event of a conflict between the provisions of this Agreement and those of the Tender Specifications, the provisions of this Agreement will prevail.

Article 3: Instructions of the contracting authority

- 3.1. The contractor undertakes to process personal data only on the documented instructions of the contracting authority and in accordance with agreed processing activities as defined in Annex 1 of this Agreement. The contractor will not process the personal data subject to this Agreement in a manner inconsistent with the instructions and provisions of this Agreement.
- 3.2. The contractor undertakes to process personal data in accordance with the documented instructions of the personal data controller, including for transfers of personal data to third countries or to international organisations, unless it is required under EU or Member State law. In this case, the processor informs the personal data controller of this legal obligation prior to processing unless the relevant law prohibits such information for important public interest reasons.
- 3.3. The contracting authority may unilaterally make limited changes to the instructions. The contracting authority undertakes to consult with the contractor before making significant changes to the instructions. Changes affecting the content of this Agreement must be agreed by the Parties.
- 3.4. The contractor undertakes to immediately notify the contracting authority if it considers that the instructions received (in whole or in part) constitute a violation of the Regulations or other provisions of EU law or Member State data protection law.

Article 4: Assistance to the contracting authority

- 4.1. **Legal conformity** The contractor assists the contracting authority in accordance with its obligations under the Regulation, taking into account the nature of the processing and the information available to the contractor.
- 4.2. **Personal data breach** In the case of a personal data breach in relation to processing under this Agreement, the contractor must without undue delay after

having become aware of it notify the personal data breach to the contracting authority.

At the very least, this notification should include the following information:

- (a) Nature of the personal data breach;
- (b) The categories of personal data;
- (c) The categories and approximate number of data subjects concerned;
- (d) The categories and approximate number of personal data records concerned;
- (e) The likely consequences of the personal data breach;
- (f) The measures taken or proposed to be taken by the contractor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor is required to remedy the negative consequences of a data breach as quickly as possible or to minimise other potential consequences. The contractor will immediately implement all remedies requested by the contracting authority or the relevant authorities to remedy any data breach or other non-compliance and/or mitigate the risks associated with these events. The contractor will have to cooperate at all times with the contracting authority and observe its instructions in order to enable it to carry out an appropriate investigation into the data breach, formulate a correct response and then take appropriate action.

- 4.3. **Data protection impact assessment** Where applicable and where requested by the contracting authority, the contractor assists the contracting authority in carrying out the data protection impact assessment in accordance with Article 35 of the Regulation.

Article 5: Obligations of the contractor/processor

- 5.1. The contractor will deal with all reasonable requests from the contracting authority for the processing of personal data related to this Agreement, immediately or within a reasonable period of time (based on the legal obligations set out in the Regulation) and in an appropriate manner.
- 5.2. The contractor guarantees that there is no obligation arising from any applicable legislation that makes it impossible to comply with the obligations of this Agreement.
- 5.3. The contractor maintains complete documentation, in accordance with the law or regulations applicable to the processing of personal data carried out for the contracting authority. In particular, the contractor must keep a record of all categories of processing activities carried out on behalf of the contracting authority in accordance with Article 30 of the GDPR.
- 5.4. The contractor undertakes not to process personal data for any purpose other than the performance of the public contract and the fulfilment of the responsibilities of this Agreement in accordance with the documented instructions of the contracting authority; if the contractor, for whatever reason, cannot comply with this requirement, he will notify the contracting authority without delay.
- 5.5. The contractor will immediately inform the contracting authority, if he believes that an instruction by the contracting authority violates applicable data protection legislation.
- 5.6. The contractor will ensure that personal data are disclosed only to those who need it to perform the public contract in accordance with the principle of proportionality and the principle of "need to know" (i.e. data are provided only to persons who need personal data to perform the public contract as determined in the relevant Tender Specifications and this Agreement).
- 5.7. The contractor undertakes not to disclose personal data to persons other than contracting authority personnel who require personal data to comply with the obligations of this Agreement and ensures that identified staff have accepted appropriate legal and contractual confidentiality obligations.

- 5.8. If the contractor is in breach of this public contract and the GDPR by determining the purposes and means of processing, he should be considered a personal data controller in the context of such processing.

Article 6: Obligations of the contracting authority/controller

- 6.1. The contracting authority will provide all necessary assistance and cooperate in good faith with the contractor to ensure that any processing of personal data is in accordance with the requirements of the Regulation, including the principles relating to the processing of personal data.
- 6.2. The contracting authority will agree with the contractor on the appropriate channels of communication to ensure that instructions, guidance and other communications regarding personal data that are processed by the contractor on behalf of the contracting authority are well received between the Parties. The contracting authority notifies the contractor of the identity of the single point of contact of the awarding authority that the contractor is required to contact under this Agreement. Unwritten instructions (e.g. oral instructions by telephone or in person) must always be confirmed in writing.

The point of contact of the contracting authority is: dpo@enabel.be

- 6.3. The contracting authority guarantees that it will not issue any instructions, guidance or requests to the contractor who does not comply with the provisions of the Regulation.
- 6.4. The contracting authority provides the necessary assistance to the contractor and/or his or her subsequent subcontractors to comply with a request, order, investigation or subpoena addressed to the contractor or his subsequent subcontractor(s) by a competent government or judicial authority.
- 6.5. The contracting authority guarantees that it will not instruct, guide or ask the contractor to compel the contractor and/or his subsequent subcontractor(s) to violate any obligation imposed by the applicable mandatory national legislation to which the contractor and/or his subcontractor(s) are subject.
- 6.6. The contracting authority ensures that it will cooperate in good faith with the contractor in order to mitigate the negative effects of a security incident affecting the personal data processed by the contractor and/or his subsequent contractor(s) on behalf of the contracting authority.

Article 7: Use of subsequent subcontractors/processors

- 7.1. In accordance with the Tender Specifications, the contractor may use the capacity of a third party to tender for the public contract, which constitutes further subcontracting within the meaning of Article 28 of the GDPR.
- 7.2. The contractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the contracting authority in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The contracting authority disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subsequent subcontracting may only be carried out if the contracting authority has not voiced any objection during said period.
- 7.3. The contractor will use only subsequent subcontractors who provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this public contract, of Belgian legislation and of the GPDR and assures the rights of the data subject concerned.

- 7.4. When the contractor uses another subcontractor to carry out specific processing activities in the name of the contracting authority, obligations in any respect identical to those provided for in this Agreement will have to be imposed on this subsequent subcontractor; the latter in particular must provide the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Regulation.

Agreements with the subsequent subcontractor are written down. Upon request, the contractor will be required to provide the contracting authority with a copy of this contract or these contracts.

- 7.5. Where the subsequent subcontractor fails to fulfil his data protection obligations, the contractor shall remain fully liable to the contracting authority for the performance of the subsequent subcontractor's obligations.
- 7.6. The contractor must pass on the specific objectives and instructions issued by the contracting authority in a precise and timely manner to the subsequent subcontractor(s) when and where these objectives and instructions relate to the part of the processing in which the subsequent subcontractor(s) is or are involved.

Article 8: Rights of the data subject concerned

- 8.1. Where possible, taking into account the nature of the processing and through appropriate technical and organisational measures, the contractor undertakes to assist the contracting authority in fulfilling its obligation to respond to requests of exercise of data subject rights in accordance with Chapter III of the Regulation.
- 8.2. With respect to any request from the data subjects concerned in connection with their rights regarding the processing of personal data concerning them by the contracting authority and/or his subsequent subcontractor(s), the following conditions apply:
- The contractor will immediately inform the contracting authority of any request made by a data subject concerned relating to personal data that the contractor and/or his subsequent subcontractor(s) are processing on behalf of the contracting authority;
 - The contractor will comply promptly and require his subsequent subcontractor(s) to promptly comply with any request from the contracting authority to comply with a request by the data subject concerned to exercise one of their rights;
 - The contractor will ensure that he and his subsequent subcontractor(s) have the technical and organisational capabilities to block access to personal data and to physically destroy the data without the possibility of recovery if and when such a request is made by the contracting authority. Without prejudice to the above, the contractor retains the opportunity to consider whether the request of the contracting authority does not constitute a violation of the Regulation.
- 8.3. The contractor must, at the request of the contracting authority, provide all necessary assistance and provide all necessary information for the contracting authority to defend its interests in any proceeding - judicial, arbitral or otherwise - brought against the contracting authority or its staff for any violation of the fundamental rights to privacy and the protection of the personal data of the data subjects concerned.

Article 9: Security measures

- 9.1. Throughout the duration of this Agreement, the contractor must have appropriate technical and organisational measures in place to ensure that the processing meets the requirements of the Regulation and ensures the protection of the rights of the data subject concerned.

- 9.2. The contractor undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the Regulation.
- 9.3. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 9.4. The parties recognise that security requirements are continually evolving and that effective security requires frequent assessment and regular improvement of outdated security measures. The contractor will therefore have to continually assess and strengthen, complete or improve the measures implemented with a view to the continued compliance of his obligations.
- 9.5. The contractor provides the contracting authority with a complete and clear description, in a transparent and understandable manner, of how he handles its personal data (Annex 3).
- 9.6. In the event that the contractor changes the security measures applied, the contractor undertakes to notify so immediately to the contracting authority.
- 9.7. The contracting authority reserves the right to suspend and/or terminate the public contract, where the contractor can no longer provide appropriate technical and organisational measures regarding processing risks.

Article 10: Audit

- 10.1. The contractor acknowledges that the contracting authority is under the supervision of one Supervisory Authority or several Supervisory Authorities. The contractor acknowledges that the contracting authority and any Supervisory Authority concerned will have the right to conduct an audit at any time, and at least during the contracting authority's regular office hours, during the term of this Agreement in order to assess whether the contractor complies with the Regulation and the provisions of this Agreement. The contractor provides the necessary cooperation.
- 10.2. This auditing right may not be used more than once in a calendar year, unless the contracting authority and/or the Supervisory Authority has reasonable grounds to assume that the contractor is acting in conflict with this Agreement and/or the provisions of the Regulation. The restriction of the right of control does not apply to the Supervisory Authority.
- 10.3. At the written request of the contracting authority, the contractor will provide the contracting authority or the relevant Supervisory Authority with access to the relevant parts of the contractor's administration and to all places and information of interest to the contractor (as well as, applicable to those of its agents, subsidiaries and subsequent subcontractors) to determine whether the contractor complies with the Regulation and provisions of this Agreement. At the request of the contractor, the parties concerned agree to a confidentiality agreement.
- 10.4. The contracting authority must take all appropriate measures to minimise any obstruction caused by the audit on the day-to-day functioning of the contractor or the services performed by the contractor.
- 10.5. If there is agreement between the contractor and the contracting authority on a significant breach in compliance with the Regulation and/or the Agreement, as reported in the audit, the contractor will remedy this breach as soon as possible. Parties may agree to put in place a plan, including a timetable for implementing the plan, to address the gaps revealed by the audit.
- 10.6. The contracting authority will cover the costs of any audit carried out within the meaning of this article. Without prejudice to the above, the contractor will bear the costs of his employees. However, where the audit has revealed that the contractor is clearly not in compliance with the Regulation and/or provisions of this Agreement, the contractor bears the costs of said audit. The costs of re-compliance with the Regulation and/or the provisions of this Agreement are borne by the contractor.

Article 11: Transfers to third parties

- 11.1. The transmission of personal data to third parties in any way is in principle prohibited, unless required by law or if the contractor has obtained explicit authorisation from the contracting authority to do so.
- 11.2. In the event that a legal obligation applies to the transfer of personal data, which is the subject of this Agreement, to third parties, the contractor shall inform the contracting authority before the transfer.

Article 12: Transfer outside the EEA

- 12.1. The contractor will process personal data from the contracting authority only in a location in the EEA.
- 12.2. The contractor shall not process or transfer the personal data of the contracting authority, or process them himself or through third parties, outside the European Union, unless after express and explicit prior authorisation from the contracting authority.

The contractor will have to ensure that no access to the personal data of the contracting authority by a third party in any way leads to the transfer of these data outside the European Union.

Article 13: Behaviour towards national government and judicial authorities

- 13.1. The contractor will immediately notify the contracting authority of any request, injunction, investigation or subpoena of a competent national government or judicial authority addressed to the contractor or its subsequent subcontractor(s) that involves the disclosure of personal data processed by the contractor or a subsequent subcontractor for and on behalf of the contracting authority or any data and/or information relating to that processing.

Article 14: Intellectual property rights

- 14.1. All intellectual property rights relating to personal data and databases containing such personal data are reserved for the contracting authority, unless otherwise agreed between the Parties.

Article 15: Confidentiality

- 15.1. The contractor undertakes to guarantee the confidentiality and processing of personal data.
- 15.2. The contractor ensures that employees or subsequent subcontractors authorised to process personal data have committed to conducting the processing confidentially and are also bound by a contractual obligation of confidentiality.

Article 16: Liability

- 16.1. Without prejudice to the public contract, the contractor is only liable for the damage caused by the processing if he has not complied with the obligations of the Regulation specifically for subcontractors or if he acted outside or contrary to the legal instructions of the contracting authority.
- 16.2. The contractor is liable for the payment of administrative fines resulting from a violation of the Regulation.
- 16.3. The contractor will be exempt from liability only if he can prove that he is not responsible for the event that caused a violation of the Regulation.
- 16.4. If it appears that the contracting authority and the contractor are responsible for the damage caused by the processing of personal data, both Parties will be liable and will

pay damages, in accordance with their individual share of liability for the damage caused by the processing.

Article 17: End of contract

- 17.1. This Agreement applies as long as the contractor processes personal data in the name and on behalf of the contracting authority under this public contract. If the public contract ends, this Agreement will also end.
- 17.2. In the event of a serious breach of this Agreement or the applicable provisions of the Regulation, the contracting authority may order the contractor to terminate the processing of personal data with immediate effect.
- 17.3. In the event of termination of the Agreement, or if the personal data are no longer relevant to the provision of services, the contractor will, by decision of the contracting authority, remove all personal data or return them to the contracting authority and delete personal data and other copies. The contractor will provide proof in writing, unless applicable legislation requires the storage of personal data. Personal data will be returned to the contracting authority free of charge, unless otherwise agreed upon.

Article 18: Mediation and competence

- 18.1. The contractor agrees that if the data subject concerned alleges claims for damages under this Agreement, the contractor will accept the decision of the data subject concerned:
- To refer the dispute to mediation with an independent person
 - To refer the dispute to the courts of the place of establishment of the contracting authority
- 18.2. The Parties agree that the choice made by the data subject concerned will not infringe on the substantial or procedural rights of the data subject concerned to seek redress in accordance with other provisions of applicable national or international law.
- 19.1. Any dispute between the Parties over the terms of this Agreement must be brought before the appropriate courts, as determined in the main agreement.

Thus, agreed on the [.....] and established in two copies of which each Party acknowledges having received a signed copy.

FOR THE CONTRACTING AUTHORITY

FOR THE CONTRACTOR

Name: [.....]
Function: [.....]

Name: [.....]
Function: [.....]

Annex 1: Description of personal data processing activities by the contractor

1. Processing activities carried out by the subcontractor

Subject matter of processing: Services for pre- and post- testing of teachers' digital competences.

Nature of processing: *[For instance : collect, organisation, consultation, storage, use, etc.]*

Duration of the processing: Duration of the contract.

Purpose of the processing: Measure teachers' digital competencies.

2. The categories of personal data that the subcontractor will process on behalf of the controller (where applicable (* indicate as appropriate)).

- ☐ **Personal identification data (e.g. name, address and telephone, etc.)**
- ☐ **Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)**
- ☐ Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)
- ☐ Biometric identification data (e.g. fingerprints, iris scan, etc.)
- ☐ Copies of identity documents
- ☐ Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)
- ☐ Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
- ☐ Physical data (e.g. height, weight, etc.)
- ☐ Habits of life
- ☐ Psychological data (e.g. personality, character, etc.)
- ☐ Family composition
- ☐ Leisure and interests
- ☐ Memberships
- ☐ Consumption habits
- ☐ **Education and training**
- ☐ **Career and occupation (e.g. function, title, etc.)**
- ☐ Images/photos
- ☐ Sound recordings

- ☐ National Social Security Register Number/Identification Number
- ☐ Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)
- ☐ **Other categories of data**, <Describe>
Digital skills, test results, to complete with the other categories of data processed

3. The special categories of personal data that the subcontractor will process on behalf of the controller (where applicable) (indicate as appropriate)

- ☐ Special categories of personal data (Art. 9 GDPR)
 - Data revealing racial or ethnic origin
 - Data concerning sexual orientation
 - Political opinions
 - Trade union membership
 - Religious or philosophical beliefs
- ☐ Data concerning health (Art. 9 DGPR)
 - Physical health
 - Mental health
 - Risk situations and risk behaviours
 - Genetic data
 - Healthcare data
- ☐ Judicial data (Article 10 of the general data protection law)
 - Suspicions and indictments
 - Convictions and sentences
 - Judicial measures
 - Administrative sanctions
 - DNA data

4. The categories of data subjects concerned (*indicate as appropriate)

- ☐ (Potential)/(former) clients

If yes, <describe>

- ☐ Applicants and (former) employees, interns, etc.

If yes, <describe>

- ☐ (Potential)/(former) suppliers

If yes, <describe>

- ☐ (Potential)/(former) (business) partners

If yes, <describe>

- ☐ **Other category**

Teachers targeted by the project

5. Extent of processing (number of records/number of data subject concerned)

<Describe>

6. Period of use and period for which the (various categories of) personal data are stored:

Duration of the contract.

7. Processing place

<Describe>

If processing is outside the EEA, please specify the appropriate guarantees that are put in place

<Describe>

8. Use of subsequent subcontractors/processors:

<Describe>

9. Contact details of the contact person responsible at the controller's

Name:	
Title:	
Telephone number:	
E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	

10. Contact details of the responsible contact person at the processor's:

Name:	
Title:	
Telephone number:	
E-mail:	

Name:	
Title:	
Telephone number:	
E-mail:	

Annexe 2: Security of processing

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.

In order to ensure a level of security adapted to the risk, given the state of knowledge and the nature, scope, context and purposes of the processing, as well as the risks, of varying degree of probability and severity, of processing for the rights and freedoms of natural persons, the contractor implements appropriate technical and organisational measures.

These security measures comprise the following, among others:

- [Describe]

6.4.2 Certificate of compliance with the technical and organisational measures under the Data Protection Regulatory Framework (GDPR)

- The tenderer undertakes to implement a certain number of technical and organisational measures. These measures will cover, but are not limited to, the following points:
- Identification of the location of data storage and processing enterprises (processors), bearing in mind that all hosting of personal data is located within the European Union
- Mechanism and description of account management (users, administrators, technical accounts) and authorisations
- Mechanism and description of measures to guarantee a development and maintenance cycle for solutions and services that incorporates a "privacy by design" approach (development and change management)
- Mechanism and description of traceability measures (level of traces, nature of traces (e.g. recording of user access), data recorded (e.g. identifier, date and time of connection, etc.)
- Software protection measures (antivirus, security updates and patches, testing, etc.)
- Protection measures for servers and network equipment
- Data backup measures
- Media encryption measures
- Data encryption measures (database encryption, transport encryption and backup copies)
- Measures to ensure secure deletion of data within legal deadlines
- Measures to ensure better pseudonymisation of information in test environments
- Physical protection measures for premises and equipment
- Logical protection measures for access to equipment, servers and data
- Mechanism for managing contractors (declaration, GDPR rider, data protection training, confidentiality undertaking for stakeholders, management of interventions, etc.)
- Mechanism and procedure for managing the rights of data subjects
- Mechanism and description of technical vulnerability management measures (detection, patches, etc.)
- Appointment of a Data Protection Officer or a person dealing with the matter
- Certification

The tenderer has the following certifications with regard to the protection of personal data and security:

Done at

On

Name of the tenderer

6.4.3 Questionnaire on the compatibility of the offers with the General Data Protection Regulation (GDPR)

No.	Reference	Questions	Answers	Additional questions	Answers
1	Roles & responsibilities	Have you appointed a Data Protection Officer (DPO)?		If NO, why not?	
				If NO, who is the person responsible for data protection?	
2	Roles & responsibilities	Do the people handling personal data receive RGPD training?		If YES, how often is this training updated and repeated (for example, annually, on an ad hoc basis, in the event of a change, etc.)?	
3	Place	Will the processing activities take place in the European Economic Area (EEA)?		If NO, to which countries will personal data be transferred? What mechanisms will you use to ensure the secure transfer of personal data outside the EEA?	
4	Accountability	Can you confirm that you do not process the personal data entrusted to you for purposes other than providing the service (e.g. marketing, testing, etc.)?			
5	Policy & procedures	Do you have an internal privacy protection policy?		If YES, provide a copy or description of the content of this policy.	
6	Policy & procedures	Do you have a personal data retention policy?			
7	Subcontractors	Do you use subcontractors to carry out processing activities?		If YES, please provide a list of processors and their roles in relation to the personal data processed	

8	Subcontractors	Do you have a procedure for informing Enabel of changes concerning subcontractors?		If YES, how will Enabel be informed?	
9	Subcontractors	Are any of your subcontractors based outside the EEA?		If YES, to which countries will personal data be transferred? What mechanisms will you use to ensure the secure transfer of personal data outside the EEA?	
10	Subcontractors	Can you confirm that your subcontractors are GDPR compliant and able to meet the requirements?		If YES, what measures do you take to ensure compliance by subcontractors?	
11	Security	Do you have an information security policy and have responsibilities been assigned?			
12	Security	Are applications, mobile devices, laptops, workstations and servers updated as quickly as possible?		Is an up-to-date antivirus installed on all media, protecting them in real time against malicious code?	
13	Security	Do you have an access control policy?		Do you regularly review user access rights?	
14	Security	Do you encrypt personal data?		Provide more details, for example: do you encrypt personal data at rest, in transit; do you use full disk encryption?	
15	Security	Do you have a back-up procedure?		Provide more details, e.g. retention period, storage location.	
16	Security	Do you have a procedure for managing personal data breaches?		Do you have a contingency plan in the event of a security incident?	
17	Security	Do you have security certificates, such as ISO 27001 or ISO 27002?		If YES, list them.	

6.5 Overview of the documents to be submitted with the offer

1. Forms:

- a) Identification forms (Section 6.1)
- b) Tender form – price (Section 6.2)
- c) Declaration on honour – exclusion criteria (Section 6.3)
- d) The two following GDPR forms:
 - The Certificate of compliance with the technical and organisational measures under the Data Protection Regulatory Framework (Section 6.4.2)
 - Questionnaire on the compatibility of the offers with the General Data Protection Regulation (Section 6.4.3)

2. Documents allowing the analysis of the award criteria (Section 3.3.7)

Attention:

The contracting authority is required to verify the absence of exclusion grounds concerning the prospective awardee, on the basis of the following supporting documents:

- A criminal record extract in the name of the tenderer (legal entity) or its representative (natural person) if no criminal record exists for legal entities.
- A document proving that the tenderer is in compliance with social security contributions.
- A document proving that the tenderer is in compliance with tax obligations.
- A document proving that the tenderer is not in a state of bankruptcy, liquidation, cessation of activities, or judicial reorganization.

These documents do not need to be attached to the offer as the declaration of honor is accepted by the contracting authority as prima facie evidence in place of these documents.

However, for documents that are not accessible through a free national database in a member state of the European Union, the tenderer must be able to provide proof within 3 business days following the contracting authority's request. Therefore, it is highly recommended that tenderers do not wait for the contracting authority's request and promptly seek the necessary documents from the competent authorities in the country where they are established. Indeed, the processing times for obtaining certain documents can be lengthy.

6.6 Formal approval of the tender specifications and launch decision

The approval of these tender specifications constitutes the decision to launch the procedure and serves as agreement to its terms and conditions.

Done in Brussels, on 29 July 2025,

Arnaud Leclercq

Programme Manager – Global Projects

Marie Sculier

Contract Support Manager – Global Projects