



Tender Specifications

Procurement Contract for the hotel reservation and logistics organization for a training in South Africa in November 2025

Negotiated Procedure without Prior Publication

BEL21003-10086

Deadline for submission of tenders:
September 22, 2025, at 10:00 a.m. (Belgian time)

Table of contents

1	General provisions	4
1.1	Derogations from the General Implementing Rules.....	4
1.2	Contracting authority	4
1.3	Institutional setting of Enabel.....	4
1.4	Rules governing the procurement contract.....	4
1.5	Confidentiality	5
1.6	Deontological obligations	5
1.7	Applicable law and competent courts	6
2	Subject-matter and scope of the procurement contract	7
2.1	Type of procurement contract.....	7
2.2	Subject-matter of the procurement contract.....	7
2.3	Lots	7
2.4	Particularities	7
2.4.1	Right to renounce the procedure	7
2.4.2	Right to non-exclusivity.....	7
2.5	Contract duration	7
2.6	Variants.....	8
2.7	Option.....	8
2.8	Quantities	8
3	Award procedure	9
3.1	Procedure	9
3.2	Information.....	9
3.3	Tender.....	9
3.3.1	Data to be included in the tender.....	9
3.3.2	Period the tender is valid	10
3.3.3	Method for determining the prices	10
3.3.4	Elements included in the prices	10
3.3.4.1	Taxes and other levies.....	10
3.3.5	How to submit tenders?	11
3.3.6	Selection of tenderers.....	12
3.3.6.1	Exclusion grounds	12
3.3.6.2	Additional information regarding exclusion grounds	13
3.3.7	Evaluation of the offers.....	13
3.3.7.1	Overview of the procedure.....	13

3.3.7.2 Award criteria.....	14
3.3.7.3 Final score	15
4 Special contractual provisions.....	16
4.1 Managing official (Art. 11)	16
4.2 Confidentiality (art. 18).....	16
4.3 Protection of personal data	17
4.3.1 Processing of personal data by the contracting authority	17
4.3.2 Processing of personal data by a processor.....	17
4.4 Intellectual property (Art. 19 to 23)	18
4.5 Subcontractors (Art. 12 to 15)	19
4.6 Performance bond (Art. 25 to 33)	19
4.7 Conformity of performance (Art. 34).....	19
4.8 Changes to the procurement contract (Art. 37 to 38/19)	19
4.9 Zero tolerance Sexual exploitation and abuse	20
4.10 End of the procurement contract	20
4.10.1 Acceptance of the services performed (Art. 64-65 and 156).....	20
4.10.2 Invoicing and payment of services (Art. 66 to 72 – 160)	20
4.10.2.1 Generalities.....	21
4.10.3 Advance payment	21
4.11 Litigation (Art. 73)	21
5 Terms of Reference	23
5.1 GENERAL INFORMATION	23
5.2 Context	23
5.3 services needed	25
5.4 OBJECTIVES AND EXPECTED RESULTS.....	25
5.5 Supporting documents to be provided during the execution	26
5.6 Preliminary agenda.....	26
6 Forms	27
6.1 Identification forms	27
6.1.1 Private/public law body with legal form.....	27
6.1.2 Natural person	28
6.2 Tender Form – price	29
6.3 Declaration on honour – exclusion criteria	30
6.4 Overview of the documents to be submitted.....	32
6.5 Formal approval of the tender specifications and launch decision.....	33

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 Ms Zaïha Arezki, Project Manager TES MAV +, 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;

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.

- 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 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 hotel reservation and logistics organization for a training in South Africa in November 2025.

The scope and details of the required services are outlined 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 shall run from the first working day following the notification of the award until the acceptance of the services.

The estimated duration of the assignment shall extend to cover the full period of the workshop, scheduled from 13 to 21 November 2025, as well as all reasonable preparatory activities prior to the commencement of the workshop and the necessary wrap-up, reporting and administrative activities subsequent to its conclusion over the period from September to December 2025.

2.6 Variants

There are neither required nor permitted variants.
Free variants are not permitted.

2.7 Option

There are neither required nor permitted options.
Free options are not permitted.

2.8 Quantities

The assignment is planned to take place between September and December 2025.

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, with the exception of those mentioned below;
- Visa and passport fees;
- Vaccination and testing costs (for example, when a COVID-19 test is required);
- Insurance;
- If necessary, the measures imposed by legislation with regard to the health and safety of workers during the execution of their work;
- Communication costs (including internet);
- Copyright fees.

This list is merely illustrative and by no means exhaustive.

Please note:

- **The maximum permitted hotel cost per person per night is €140, not including breakfast or dinner.**
- If the consultant is locally based, no transportation costs will be reimbursed;
- Aside from international air travel to and from the assignment location, no transportation costs will be reimbursed;
- Unit prices are paid for all the days actually worked, even if a weekend or public holiday, in accordance with the work schedule attached to the invoice and accepted in advance by the managing official.

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
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	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 September 22, 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 (45 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 – Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (50 points)

The tenderer must submit a Technical Note (maximum 10 pages) outlining the proposed methodology for carrying out the assignment, as well as the planned timeline.

The Tenderer must present a clear, detailed, and practical methodology and work plan demonstrating how they will deliver the services described in the Terms of Reference. The proposal should outline the approach to organizing and managing the required activities, the sequencing and timing of tasks, and the allocation of responsibilities.

3.3.7.2.3 Third criterion – Specific experience of the firm relevant to the assignment (5 points)

The tenderer must demonstrate the firm's specific experience relevant to the assignment. This should include a description of comparable projects successfully implemented, particularly those involving event organization, travel logistics, accommodation arrangements, transport coordination, catering, and related services. Evidence of past performance should highlight the scale, complexity, and relevance of assignments carried out, as well as the firm's capacity to deliver high-quality services in similar contexts. These elements should be included in the Technical Note.

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 Ms Zaïha Arezki, Project manager TESS MAV +, zaiha.arezki@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).

4.4 Intellectual property (Art. 19 to 23)

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

The contractor agrees to transfer to the contracting authority all economic rights related to copyright on all works covered by the contract (including texts, documents, graphics attached or incorporated into the contract, all preparatory works, etc.) created by them or their team. If the works are created by third parties, the contractor guarantees that they have acquired all exclusive rights and can transfer them to the contracting authority.

The costs for the transfer of these rights for all modes and forms of exploitation are fully included in the contract prices.

The service provider cannot claim any special compensation, damages, or indemnity for the use, in the context of the execution of this contract, of patents, licenses, copyrights, etc., for which it is assumed that they have taken into account the resulting costs when preparing their offer.

It is further specified that the contracting authority is in no way obliged to pay anything to a third-party holder (and/or operator) of a patent, license, etc., used for the execution of this contract. The selected service provider is solely responsible for their own execution processes, even if the requirements of this contract indirectly indicate that the use of a patent, license, etc., is necessary for the proper execution of the services covered by this special specification.

In summary, patent rights, licenses, royalties, copyrights, or miscellaneous fees are the responsibility of the contractor, who remains solely liable in the event of any claims.

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 to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

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

4.10 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)

Tender Specifications BEL21003-10123

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:

To the attention of Mrs. Zaiha Arezki, Project Manager – TESS MAV + (zaiha.arezki@enabel.be) and mailbox.accounting@enabel.be.

Rue Haute 147

1000 Brussels

Belgium

Invoices must be denominated in EURO.

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 GENERAL INFORMATION

Subject	CEPSA – Africa CDC Pharmacovigilance Training Workshop
Destination	Cape Town, South Africa
Period	13/11/2025-21/11/2025
Intervention / Support services center	TESS MAV+ Output 4
Composition of the participants	<ul style="list-style-type: none"> • 2 organizers (Team members of TESS MAV+): <ul style="list-style-type: none"> ○ Murtala Jibril (TESS MAV+ - seconded to Africa CDC) ○ Sofia Imad (TESS MAV+) • 2 facilitators <ul style="list-style-type: none"> ○ Alemayehu Duga ○ Aminu Kuba • 13 participants <p>Total guests: 17</p> <p>NB: for some services, the total number of participants is 30</p>

5.2 Context

<p>The Centre of Excellence for Pharmacovigilance in Southern Africa (CEPSA), hosted at the University of Western Cape, and Africa CDC will be holding a joint pharmacovigilance (PV) training workshop focusing on signal detection and risk assessment. Africa CDC, with TESS funding, will support 17 participants and CEPSA will support the remaining 13 participants.</p> <p>The week-long training will be an in-person opportunity for pharmacovigilance personnel from staff working at Africa CDC and national PV centres to gain additional knowledge and skills in the areas of signal detection and risk assessment.</p> <p>Target population: PV officers from national regulatory authorities (ML3 and other selected countries) and Africa CDC PV technical officers, actively working with Member States in the area of signal detection and risk communication.</p> <p>The objectives of the meeting are to:</p> <ul style="list-style-type: none"> • Strengthen participants' practical skills in detecting, validating, and assessing pharmacovigilance signals. • Enhance capacity to design and implement effective risk management strategies based on identified safety concerns.

- Improve competencies in communicating safety signals and risk information to diverse stakeholders.
- Foster collaboration and knowledge sharing among African pharmacovigilance professionals

As Enabel does not have an office in South Africa, we are looking for a travel agency to support the organization of the accommodation and logistics to ensure the participation of selected members and facilitate event logistics, a **travel and events agency** will need to be recruited to manage flight bookings for the participants.

5.3 services needed

We need support in organizing the accommodation, catering, transportation and welcome dinner for a 5-day workshop organized on the University of Western Cape campus.

Please note that we are directly supporting 17 participants and CEPESA/UWC is supporting 13 participants. For some activities, we will support all workshop participants (i.e. 30 pax)

1. Hotel (including breakfast & dinner)
 - Booking 17 hotel single rooms for the entire duration of the event (start: Sunday 16th of November afternoon /Thursday 13th of November for facilitators and organizers– End: Friday 21st of November afternoon for all) with flexibility to add 1 or 2 extra nights before and/or after based on flights options. **The maximum allowable cost per person, per night, is €140, exclusive of breakfast and dinner.**
 - Ensuring that the selected hotel is located in the center of Cape Town and offers essential amenities. *Note: the workshop will take place at UWC campus*
 - Breakfast and buffet style dinner should be included every day. Lunch at the hotel should be included between 14th and 16th of November for participants who arrive early.
 - Providing clear guidance on meeting points and transport arrangements to ensure a smooth arrival as well as departure.
2. Catering
 - Organize catering for lunch and tea breaks at the University of Western Cape campus for all 5 workshop days (17-21 November) for 30 workshop participants, in collaboration with UWC logistics team
3. Local transport
 - Organizing airport pick-ups and drop-offs for all 17 participants based on their individual arrival and departure times.
 - Arranging daily transport for participants between the hotel and the workshop venue (University of Western Cape). *Note: This will include participants invited by UWC as well so it should accommodate 30 travelers.*
 - Arranging evening local transport towards a dinner location on the first evening
 - Providing flexible transportation for any additional activities
 - Ensuring that the vehicles used are reliable, safe, and suitable for group travel.
4. Welcome dinner
 - Organize a welcome dinner for 35-40 pax in a restaurant in Cape Town on Sunday 16th of November. This will serve as the participants' first meeting, and for several attendees it will also be their initial visit to Cape Town. The choice of venue should reflect the city's character and provide opportunities for meet and greet.

5.4 OBJECTIVES AND EXPECTED RESULTS

1. **Efficient logistics arrangements:** The travel agency will handle all accommodation booking, local transport and meals, ensuring timely and well-coordinated travel for participants.

2. **Cost optimization:** Through professional booking management, the agency can secure competitive pricing and optimize budget allocation.
3. **Reduced administrative burden:** The agency will streamline the process, allowing the project team to focus on content and strategic objectives rather than travel logistics.
4. **Minimized travel disruptions:** Professional oversight will help mitigate risks related to delays, or last-minute changes.

5.5 Supporting documents to be provided during the execution

Service providers must submit invoices corresponding to the services delivered (accommodation, catering, venue rental, etc.). An explicit statement on the invoice indicating that it has been paid or settled by the provider is considered sufficient proof of payment. Invoices will be accepted by the contracting authority, subject to their compliance with the services specified.

5.6 Preliminary agenda

Thursday 13/11	Arrival of facilitators and organizers (TBD)
Saturday 15/11	Early arrival of some participants depending on flight options (TBD)
Sunday 16/11	Arrival of most participants Welcome dinner
Monday 17/11 to Thursday 20/11	Workshop (University of Western Cape campus) Breakfast: hotel Lunch: UWC Dinner: Hotel
Friday 21/11	Workshop (UWC campus) Evening: departure of most participants
Saturday 22/11	Departure of some participants depending on flight options (TBD)

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

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6.1.2 Natural person

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

① As indicated on the official document.

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

③ Failing other identity documents: residence permit or diplomatic passport.

④ See table with corresponding denominations by country.

⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.2 Tender Form – price

By submitting this bid, the tenderer undertakes to execute 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.

The unit prices are established with full knowledge of the facts. The service provider includes in its unit prices all costs and taxes generally applicable to the services.

Description	VAT Rate	Total Price Excl. VAT	Total Price Incl. VAT
Procurement Contract for the hotel reservation and logistics organization for PV training in South Africa			
Breakdown:			
Total price for hotel accommodation, including breakfast and dinner			
Total price for Catering			
Total price for Local transport			
Total price for the Welcome dinner			

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 infeasible judgement** for one of the following offences:
 - 1° involvement in a **criminal organisation**
 - 2° **corruption**
 - 3° **fraud**
 - 4° **terrorist offence**, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° **money laundering or financing of terrorism**
 - 6° **child labour** and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creation of a shell company.

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

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

The following are considered serious professional misconduct, among others:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
https://www.enabel.be/app/uploads/2022/11/Exploitation_Abus_Sexuel_Policy_FR.pdf
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
https://www.enabel.be/app/uploads/2022/11/Fraude_Corruption_Policy_FR.pdf
- c. A breach of a legal regulatory provision applicable in the country of performance of the services regarding sexual harassment on the work floor;
- d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information;

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

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

- 5. When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6. When **significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a past contract concluded with Enabel or another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

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

- 7. The tenderer or one of his directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions – consolidated list:

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

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

Date
Place
Signature

6.4 Overview of the documents to be submitted

1. Forms:

- a) Identification forms (Section 6.1);
- b) Tender form – price (Section 6.2);
- c) Declaration on honour – exclusion criteria (Section 6.3);

3. Documents allowing the analysis of the award criteria (Section 3.3.7), namely:

- a. The methodological Technical Note;

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.

6.5 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 12 September 2025,

Zaiha Arezki
Project Manager TES MAV +

Zaiha AREZKI
Zaiha AREZKI (Sep 12, 2025 17:20:09 GMT+2)

Luc Vanheule
Manager Finance & Contracts – Global Projects

Luc Vanheule
(Signature)  Digitally signed by Luc Vanheule (Signature)
Date: 2025.09.12 10:13:14 +02'00'