



## Tender Specifications

Services procurement contract for an expert analysis on the implementation of European conflict prevention programmes and strategies in West Africa

Navision code: BEL22001-10049

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**(Belgian time)**

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# 1 General provisions

## 1.1 Derogations from the General Implementing Rules

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

These Tender Specifications derogate from Article 19 of the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

## 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 Mrs. Mia Sichelkow, Projet Manager TED and Mrs. Marie Sculier, Contract Support Manager, who are mandated to represent the company towards thirds 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 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>3</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

<sup>3</sup> Belgian Official Gazette of 18 November 2008.

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>4</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

#### **1.4 Rules governing the procurement contract**

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors<sup>7</sup>;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Local legislation with regards to sexual harassment at the workplace or equivalent
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.

<sup>4</sup> <http://www.ilo.org/ilolex/french/convdisp1.htm>.

<sup>5</sup> Belgian Official Gazette 14 July 2016.

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

<sup>7</sup> Belgian Official Gazette 9 May 2017.

<sup>8</sup> Belgian Official Gazette 27 June 2017.

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

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be); Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

## **1.5 Processing of personal data by the contracting authority and confidentiality**

### **1.5.1 Processing of personal data by the contracting authority**

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

### **1.5.2 Confidentiality**

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

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

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

## **1.6 Deontological obligations**

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

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

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

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

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

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

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

## **1.7 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 services procurement contract within 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 services procurement contract consists in the performance of an analysis of the implementation of European conflict prevention programmes and strategies in West Africa, in conformity with the conditions of these Tender Specifications.

### 2.3 Lots

This procurement contract is not divided into lots.

### 2.4 Term of the procurement contract<sup>9</sup>

The procurement contract starts from the first working day following the notification of the award and is estimated to last until the services are completely finalized.

Enabel estimates 33 person-days to distribute over a period of one and a half months (from end September to mid-November).

### 2.5 Variants and options

Variants are not permitted.

There are neither required nor permitted variants.

Free variants are not permitted.

There are neither required nor permitted options.

Free options are not permitted.

### 2.6 Quantity

Quantities will be determined in order forms.

**Enabel estimates that the services will require the involvement of an expert or a pair of experts for approximately 33 working days.** The estimated number of working days does not bind the contracting authority. While the contracting authority

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<sup>9</sup> Please note: term of the procurement contract not to be confused with performance period.

assesses the need at 33 working days, it reserves the right to order additional days in accordance with operational requirements.

## 3 Subject-matter and scope of the procurement contract

### 3.1 Award procedure

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

**The contracting authority draws tenderers' attention to the fact that the maximum value of procurement is EUR 40 000 including VAT. The contracting authority has a closed envelope, which means that under no circumstances can this amount be exceeded during the performance of the public contract. Tenderers are invited to take this into account when drawing up their tender.**

### 3.2 Semi-official notification

#### 3.2.1 Enabel publication

This procurement contract is published on the Enabel website ([www.enabel.be](http://www.enabel.be)).

### 3.3 Information

The awarding of this procurement contract is coordinated by Alice Hubens, Sustainable Procurement Officer. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through 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.

Until 5 calendar days prior to the submission date, candidate-tenderers may ask questions about these Tender Specifications and the procurement Questions should be submitted via the "forum" at <https://www.publicprocurement.be/>. The contracting authority will publish the answers on the forum as soon as possible and, at the latest, 3 calendar days prior to the submission date. 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 supposed to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

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

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

## **3.4 Tender**

### **3.4.1 Data to be included in the tender**

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

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

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

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

### **3.4.2 Period the tender is valid**

The tenderers are bound by their tender for a period of 60 calendar days from the reception deadline date.

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

### **3.4.3 Determination of prices**

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

This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

The presumed quantities are not binding on the contracting authority. The contractor cannot claim damages if these quantities have not been reached

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

#### **3.4.3.1 Elements included in the price**

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

The following are in particular included in the prices:

- The honorary fees,
- Per diems covering all additional expenses incurred for professional reasons and related to the services provided (accommodation, meals, drinks, etc.);
- Meetings participations,
- Communication costs,

- Travel, transportation and insurance,
- Photocopying and printing costs,
- The copyright fees,
- The purchase or leasing of third-party services needed for the performance of the procurement contract;
- The administrative management and secretariat;
- Travel, transportation and insurance;
- Documentation pertaining to the services;
- The delivery of documents or of pieces related to the performance;
- The packaging;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties for equipment and products used;
- Etc.

**This list is provided for illustrative purposes only and is by no means exhaustive.**

#### **3.4.3.2 Taxes and other levies**

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

VAT is recorded as a separate section in the inventory.

For the purposes of this public contract, it must be assumed that the service provider is based in Belgium.

Performance in such case is subject to:

- Belgian VAT for a Belgian service provider
- VAT in the service provider 's country of origin for a European Union service provider
- No VAT is charged on any service provider from outside the EU (unless local legislation provides otherwise).

**Please note that Enabel is neither VAT identified nor subject to VAT.**

Where the service provider is located in Belgium, Withholding Tax does not apply to this public contract.

#### **3.4.4 How to submit tenders?**

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

The tenderer may submit his tender via the e-procurement platform (or by email, as detailed below) <https://www.publicprocurement.be> , which ensures compliance with the conditions of Article 14, § 7, of the Law of June 17, 2016.

To create your account, simply follow the steps below:

1. Register as a new user: [BOSA CSM Knowledge Article View - BOSA Contact](#)
2. Register your company: [- Créer votre Entreprise - BOSA Contact](#)
3. Top of the form
4. Regarding the submission instructions, please refer to the following link: [Entreprises - Comment soumettre une offre/demande de participation ? - BOSA Contact](#)

The tenderer must not individually sign the offer and its annexes at the time they are uploaded to the platform. In accordance with Article 42, § 3, of the Royal Decree of April 18, 2017, **these documents are globally signed by either affixing a qualified electronic signature OR a manual signature on the accompanying submission report. Tenderers choose between these two signature methods. 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.**

Any changes to a tender made after the submission report has been signed, as well as any withdrawals, must result in the submission of a new report, which must be signed either with a qualified electronic signature OR a manual signature. The object and scope of the modifications must be specified clearly.

Withdrawals must be unconditional.

Documents, including annexes, as well as any alteration or erasure that could affect the terms of the contract, must be signed by the tenderer or their representative.

If one or more representatives are acting, they must also attach to their offer the official act or private agreement granting them these powers, or a certified copy attesting to the authenticity of their authorization. They may simply indicate the number of annexes in the Belgian Official Gazette that published their powers.

For the procedure of qualified electronic signature, we invite you to consult the following link: [Suppliers - Signing your offer / request for participation - BOSA Contact](#)

## CAUTION

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

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

**Tenders must be in the possession of the contracting authority no later 19 September 2025, at 15h00 (Belgian time).**

### 3.4.5 Consortium of economic operators

When the tender is submitted by a consortium of economic operators, the submission must include the following information:

- The designation of an operator, member of the consortium, to represent the consortium with respect to the contracting authority;
- Proof of joint commitment among the members of the consortium;  
For each operator member of the consortium, the indication of name, surname, title or profession, nationality and address, or for a legal entity, the company name or denomination, its legal form, nationality, registered office, email address, and business number.

### 3.4.6 Documents to be attached to the tender

The tender must contain the following :

- 1. The form entitled “Identification form” (point 6.1 of the special specifications);**
- 2. The form entitled “Tender Forms – Price” (point 6.2 of the special specifications);**
- 3. The declaration on honour –exclusion criteria (point 6.3 of the special specifications);**
- 4. The articles of association, mandate, or any other document establishing the authority of the person signing the submission report;**
- 5. Documents and materials enabling an assessment of the award criteria (point 3.4.7.4. of the special specifications);**
- 6. Documents and materials demonstrating that the proposed experts meet the minimum requirements set out in point 5.2.5 of the special specifications;**
- 7. A recent criminal record extract (i.e., dated within the last 3 months).**

### 3.4.7 Selection of tenderers

#### 3.4.7.1 Exclusion grounds

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

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

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

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

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

#### 3.4.7.2 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:

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

These documents do not need to be attached to the offer (except for the criminal record extract) as the declaration of honour is accepted by the contracting authority as prima facie evidence in place of these documents.

The contracting authority will subsequently verify the accuracy of the information contained in this document.

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

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

#### **3.4.7.3 Overview of the procedure**

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

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

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

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

#### **3.4.7.4 Award criteria**

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



### **First award criterion - Price (30 points)**

Tenderers complete the tender form referred to in point 6.2 of the Tender Specifications and indicate the average price proposed for 1 person/day (8 hours) for an expert.

The tender with the lowest average daily price is awarded maximum points.

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

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

where:

*B = the number of points obtained by the tender examined;*

*P(lowest) = the amount of the lowest regular tender;*

*P(tender) = the amount of the tender examined;*

*Z = the weighting for the price criterion.*

*All prices include VAT.*

### **Second award criterion - Expertise (40 points)**

Tenderers must include in their tender the **Curriculum Vitae** of the senior expert or the two senior experts proposed for this mission..

In particular, the following elements will be analyzed :

- Experience in questions related to the Women, Peace and Security. (15 points)
- Professional background in research, policy-oriented analysis, program formulation and evaluation within the aforementioned field, (10 points)
- Familiarity with EU and Member States' external relations and development cooperation (10 points)
- Record and quality of publications (5 points)

*Please be informed that the quality of publications will be assessed according to the details provided in the CVs. It is essential that relevant publications are clearly listed in each CV. This specific sub-criterion will be evaluated based, i.e., on the nature of publication outlets, and the relevance of topics addressed.*

### **Minimum requirements**

In any case, the expert(s) must meet the following minimum requirements :

- **Master's degree or PhD in social and political science; anthropology; law or related fields.**
- **Proficient in both written and spoken English and French.** The proposed expert(s) must be fluent in spoken and written English since the working language is English. Knowledge of French is also required for documentary research.

Please note that language skills will be assessed based on the information provided in the CVs (e.g., the indicated language level). The language proficiency of the expert(s) proposed for the mission must be clearly stated in their CV. If the information provided does not allow the contracting authority to determine with certainty that the required language level is met, it reserves the right to request further clarification and to review the following elements (each of which is sufficient to demonstrate the expert's language skills):

- Language certificates and/or language test results;
- OR the language in which degree(s) were obtained;
- OR previous professional experience in the relevant language environment.

**Enabel emphasizes that the expert or the two experts proposed must meet the aforementioned minimum requirements.**

**In case of a pair of experts, each expert will be assessed individually. The score for this criterion will be determined by calculating the average of the points awarded to both experts.**

### ***Third award criterion – methodology (30 points)***

The tenderer must attach a methodological note (maximum five pages) setting out the methodology and resources they will use to carry out the mission.

The contracting authority will evaluate the following elements: The methodological should not exceed 5 pages. It should include:

- Suggestion of relevant countries for the analysis and adding the rationale (10 points)
- Methodological approaches for engaging with the various target audiences (10 points)
- Proposed timetable for carrying out the assignment and producing the deliverables. (5 points)
- Risk analysis to implement the assignment (5 points)

For further information, please consult Part 5 of the Tender Specifications, which provides comprehensive details regarding the required profiles.

#### **3.4.7.5 Final score**

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

#### **3.4.7.6 Awarding the procurement contract**

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

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

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

The contracting authority maintains the right to award only a certain lot or certain lots.

#### **3.4.8 Concluding the procurement contract**

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

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

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

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

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

## 4 Special contractual provisions

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

These Tender Specifications derogate from Article 19 of the GIR.

### 4.1 Managing official (Art. 11)

The managing official is Mrs. Mia Sichelkow, Projet Manager TED ([mia.sichelkow@enabel.be](mailto:mia.sichelkow@enabel.be)) and is supported by Rachel De Plaen, Expert Governance, ([rachel.deplaen@enabel.be](mailto:rachel.deplaen@enabel.be)) as a deputy managing official.

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

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

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

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

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

### 4.2 Subcontractors (Art. 12 to 15)

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

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

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

#### **4.2.1 Replacement of a Consultant**

The contractor may propose the replacement of a consultant, subject to the following conditions and procedures:

The contractor must submit the Curriculum Vitae of the proposed expert to the contract manager, along with a statement of the expert's agreement to provide services on behalf of the economic operator in question.

The proposed consultant must meet the requirements outlined in Section 5 of this special specifications document (Terms of Reference).

The replacement will only be accepted if the new consultant meets these conditions.

The contracting authority reserves the right to accept or reject the proposed replacement consultant, even if they meet the above conditions.

In the event of non-acceptance of the new consultant, the contractor may either retain one of the initially proposed consultants or propose a new profile.

### **4.3 Confidentiality (art. 18)**

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

## **4.4 Protection of personal data**

### **4.4.1 Processing of personal data by the contracting authority**

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

### **4.4.2 Processing of personal data by a subcontractor**

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

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

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

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

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

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor Article 28 §3 of the GDPR).

## **4.5 Intellectual property (Art. 19 to 23)**

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

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..

#### **4.6 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).



## **4.9 Preliminary technical acceptance (Art. 42)**

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

## **4.10 Performance modalities (Art. 146 et seq.)**

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

The services are to be carried out at the following locations:

The public contract will be executed at the service provider's offices and, and for scheduled EU events, in Brussels (EU office). Occasional meetings may also take place at the EU office in Brussels. The exact address of the EU office in Brussels will be provided once confirmed and according to planned events and meetings.

No data collection at field level will be required for these services.

## **4.11 Inspection of the services (Art. 150)**

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

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

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

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

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

## **4.13 Zero tolerance Sexual exploitation and abuse**

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

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.

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

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

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

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

##### **4.14.1 Failure of performance (Art. 44)**

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

- 1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;
- 2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;
- 3° when he does not observe written orders, which are given in due form by the contracting authority.

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

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

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

#### **4.14.2 Fines for delay (Art. 46 and 154)**

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

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

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

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

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

§2 The measures as of right are:

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

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

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

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

### **4.15 End of the procurement contract**

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

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

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

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

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service

provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

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

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

**Enabel**

To the attention of Mrs. Mia Sichelkow and Rachel De Plaen

Rue Haute, 147

1000 Brussels

Belgium

Only services that have been performed correctly may be invoiced.

**A single instalment (15% of the total amount) will be paid upon receipt of the inception report. The remaining balance will be paid upon full completion of the services (85% of the total amount).**

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

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

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

The invoice must be in EUROS.

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

The contract execution period is less than 2 months (estimated number of working days is 33), so no advance payment will be made to the contractor, in accordance with Article 12/1, third paragraph, 5°, of the Law of June 17, 2016.

#### **4.16 Litigation (Art. 73)**

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

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

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

Enabel, public-law company

Tender Specifications BEL22001-10049

Legal unit of the Logistics and Acquisitions service (L&A)  
To the attention of Mrs Inge Janssens  
rue Haute 147  
1000 Brussels  
Belgium

## 5 Terms of Reference

### 5.1 General information

#### 5.1.1 Information about TED Project

The Team Europe Democracy (TED) Initiative, launched in December 2021, aims to promote and strengthen democracy and human rights globally in response to the challenges facing democratic values today. Focus is on three priorities, addressed in three working groups (WG):

1. Rule of law and Accountability;
2. Political and Civic Participation;
3. Media and Digital.

With the participation from EU institutions, 14 European Member States (MS) and Switzerland (on observer status), TED aims to strengthen a coordinated and strategic European response to global democratic backsliding. This effort is driven by pooling expertise, facilitating exchanges within its Network of democracy practitioners, conducting best practices research, and providing technical support to EU Delegations and Member States in partner countries (called Partner Country Engagement or “PCE”). Additionally, TED’s knowledge strategy encourages TED to extract and capture knowledge and learning from its Network activities and PCE assignments.

Democracy resilience involves many topics such as gender, strategies to work in fragile contexts and conflict prevention. The various TED working groups address these issues in a transversal way with the inclusive involvement of different actors from the civil society, activists, media actors or even local institutions in the areas of information integrity, local governance and the broad theme of transitional justice.

#### 5.1.2 Background and Context

The 2030 Sustainable Development Goals (SDGs) agenda, adopted by all United Nations Member States in 2015, includes a specific objective on gender equality (SDG 5). However, the 2023 Gender Snapshot highlighted that progress, particularly for women and girls living in conflict-affected settings, remains too slow. The **EU Gender Action Plan III (GAP III)** reaffirms the EU’s commitment to gender equality in its external action, with a clear focus on the **Women, Peace and Security (WPS)** agenda.

According to the OECD’s *States of Fragility* report, contexts experiencing extreme fragility and conflict — despite receiving significant volumes of Official Development Assistance (ODA) — tend to deprioritise gender equality<sup>5</sup>. Moreover, gender inequality itself is a key driver and consequence of fragility. This is reflected in the slow progress on the WPS agenda, particularly in ensuring women’s meaningful participation in peace processes and conflict prevention mechanisms.

Despite these challenges, the **European Union (EU)** and its **Member States (MS)** remain strong advocates for gender equality, including in fragile and conflict-affected contexts. Through tools such as **Country-Level Implementation Plans (CLIPs)**, the EU provides strategic guidance on gender equality, including in areas of peace and security , as

demonstrated in the CLIPs in Niger and Chad. In parallel, the EU and MS actively support the implementation of the four pillars of the **UN Security Council Resolution 1325**: participation, prevention, protection, as well as relief and recovery.

To advance these objectives, the EU has developed a range of gender-responsive and conflict-sensitive tools. These include gender analyses, conflict scans, and approaches funded through the **Neighbourhood, Development and International Cooperation Instrument (NDICI)**, promoting inclusive conflict prevention in collaboration with local actors.

### ***Regional Context***

West Africa is experiencing significant political and security upheaval. Since 2020, countries such as **Mali, Burkina Faso, and Niger** have undergone coups and entered periods of **military rule**. The rise of jihadist movements, particularly their spread from central Sahel regions towards coastal West African states, has been well documented by the **Armed Conflict Location & Event Data Project (ACLED)**<sup>6</sup>.

The Alliance of Sahel States (AES), a bloc which includes military-led governments, has further complexified regional cooperation. AES made **ECOWAS's regional dynamic** more vulnerable since we now have two structures that are somewhat in competition with each other. At the same time, data from **V-Dem** shows a clear liberal **democratic backsliding in West Africa since 2017**, including reduced access to justice, weakened legislative oversight over the executive, and declining protections for property and civic rights<sup>7</sup>. Adding to that, climate change has increased the risks of conflict in the region.

In a recent article published in the journal *Communications Earth & Environment*, the risks and consequences of floods due to sea-level rise in West African countries is highlighted, describing factors such as *“fast-growing population, coast-ward migration, urbanization, and unrestrained and unregulated socioeconomic development”* as *“increasingly exposing people to sea level rise”*<sup>8</sup>. Floods are also accompanied by droughts and heavy rain in the region. These natural disasters are exacerbated by poor governance. Measures to mitigate them in these countries are limited, and the most vulnerable are the first victims. These climatic phenomena increase the fragility of these countries and tensions between the most severely affected population groups. In addition, these changes also affect their right to food (the right to have access to adequate and sufficient food of good quality, in accordance with cultural traditions)<sup>9</sup>.

This evolving context reinforces the urgency of strengthening inclusive conflict prevention strategies. It is essential that **Team Europe** takes a coordinated and gender-sensitive approach, particularly given the vulnerabilities faced by women and girls in conflict-affected societies.

This analysis on Women, Peace and Security for Conflict Prevention seeks to explore how **Team Europe** can enhance coordination and collaboration to improve **women's involvement and vulnerable groups in conflict prevention** in selected **Sahel countries**. It will support more effective, context-aware engagement, aligned with the WPS agenda and EU programming priorities under the upcoming **Multiannual Financial Framework (MFF) post-2027**.

To this end, the EU has developed a range of tools aimed at better addressing conflicts, including gender-responsive and conflict-sensitive analyses, as well as other instruments under its foreign policy toolbox. These efforts are complemented by initiatives supported through the actual Neighbourhood, Development and International Cooperation Instrument

(NDICI), which promotes gender equality **in conflict prevention** and partnership with local actors. Conflict prevention, women and youth security are cross-cutting issues because conflict and security are impacted by various factors, such as climate change, social norms, unequal resources distribution, terrorisms and democratic backsliding.

The countries that will be selected are not those where conflict is intense, but rather those where prevention is possible, and therefore where state structures and the population are open to such initiatives. The Gulf of Guinea or the countries surrounding the Confederation of Sahel States are interesting options to consider as regional initiatives have already taken place, such as the recent “Abidjan Declaration”. It was the subject of discussion among various female leaders from the Gulf of Guinea on 8 July 2025 who were *concerned about the persistence and escalation of security threats in (their) region, including violent extremism, transnational organised crime, maritime piracy, electoral conflicts and community tensions,*’ which could lead to crises<sup>10</sup>.

## 5.2 Description of the activities

### 5.2.1 General objectives

The primary objective of this assignment is to conduct an in-depth analysis with concrete recommendations aimed at supporting the EU – including EU Delegations (EUDs) and Member States (MS) – in strengthening their programming, coordination, and political dialogue on addressing the conflict prevention pillar of the **Women, Peace and Security (WPS)** agenda. This will strengthen and make more visible European actions to prevent conflicts in West Africa.

### 5.2.2 Specific objectives

Three specific objectives have been identified:

- To raise the importance of the issue with the WPS in West Africa;
- To position Team Europe as a key actor in implementing this agenda and more precisely the conflict prevention pillar
  - To reflect on how to increase its effectiveness in the WPS fragile

### 5.2.3 Specific activities and deliverables

#### Comprehensive Policy Review

- Selection of the relevant countries for the analysis based on the relevance of the topics and availability of the EUDs
- Review EU and MS policies and programs supporting youth and women’s participation in conflict prevention including the most vulnerable groups.
- Classify initiatives under TED workstreams: Rule of Law, Political and Civic Participation, and Media and Digital.
- Assess cultural sensitivity and the extent to which a “do-no-harm” perspective was applied.

- Build on eventual work of WYDE project and Conflict Analysis Screening from EEAS

### **Gap Analysis and Lessons Learned**

- Identify the best practices and shortcomings in European strategies and programming.
- Highlight challenges faced by local women's organisations and assess their inclusion.
- Extract lessons for future Team Europe democracy support and coordination in fragile contexts.

### **Development of Concrete Recommendations**

- Develop concrete recommendations to enhance Team Europe coordination and impact.
- Propose strategies for supporting women's organisations in line with WPS and GAP III.

These recommendations should consider the current geopolitical context with the reduction in funding from some donors, the difficulty of promoting a gender agenda alongside the security concerns of certain States in West Africa. The recommendations will be broken down by themes, such as misinformation, local governance, etc.

Enabel estimates the number of working days required to carry out the mission at 33 days. However, this is only an estimated amount and may vary upwards or downwards during the execution of the contract. Enabel will pay only for the days actually worked by the expert(s), as evidenced by a detailed statement of services provided, which must be approved by the supervising official.

#### **5.2.4 Expected results and justification of expertise**

The mission focuses on conflict prevention of the **Women, Peace and Security (WPS)** agenda. One or two senior experts are needed to get an overview of the relevant information to deliver a comprehensive analysis and provide useful recommendations to the EU and its Member States. Their involvement will ensure that all dimensions of the assignment are covered and that high-quality deliverables are produced on time.

#### **5.2.5 Expert profiles or expertise requested**

The proposed expert(s) must meet the following minimum requirements:

- **Master's degree or PhD in social and political science; anthropology; law or related fields.**
- **Proficient in both written and spoken English and French.** The proposed expert(s) must be fluent in spoken and written English since the working language is English. Knowledge of French is also required for documentary research.

The bidder must include the expert.s CV in the bid to demonstrate that the expert(s) meet these requirements.



The tenderer may propose several expert(s). However, all proposed experts must meet the above-mentioned minimum requirements.

### 5.2.6 Planned activities

Enabel estimates the number of working days required to carry out the mission at 33 days. However, this is only an estimated amount and may vary upwards or downwards during the execution of the contract. Enabel will pay only for the days actually worked by the expert(s), as evidenced by a detailed statement of services provided, which must be approved by the supervising official. The breakdown of these expert days is elaborated below:

Activity	Description	Days	Expert(s)	Location	Instalments
<b>Inception report</b>	<p><u>Guidance:</u> 5-10 pages in length, in English.</p> <p>Further develop the methodological note.</p> <p><u>Include:</u> Mapping of relevant actors <u>and main analysis</u>; a brief literature review on EU and MS policies/strategies, best practices and, where applicable, identify gaps / lessons learned; a risk analysis; the selection criteria for case studies.</p> <p>Include a review/feedback session with the TED Secretariat (max 2 reviews).</p>	5	Min 1 expert responsible	Home-based	15%
<b>Operational analysis</b>	<p><u>Guidance:</u> 20 pages in length, in English.</p> <p>It included the data collected from the cases studies. It assesses the best practices, gaps and lessons learned regarding EU and MS support in the pillar of conflict prevention of the WPS. It includes the relevant case studies and the recommendations to strengthen EU and MS support</p>	23	Min 1 expert responsible	Home-based	

	Include min 2 rounds of review sessions with the TED Secretariat.				
	I				
<b>Facilitate exchanges with TED network members on following activities</b>	<b>The analysis and its recommendations will be discussed with relevant TED network members.</b> <b>Include min 2 rounds of review/feedback</b> <b>Future TED activities could be designed based on this exchange.</b>	5	Min 1 expert responsible	Home-based	85% (end of execution)
			Average of 33 working person days		

A single instalment (15% of the total amount) will be paid upon receipt of the inception report. The remaining balance will be paid upon full completion of the services (85% of the total amount).

#### 5.2.7 Deliverables

The documents mentioned below will be considered as deliverables:

- **Inception Report**

The inception report should further develop the methodological note including a mapping of relevant actors and a brief literature review on EU and MS main policies and strategies, best practices and main analysis.

The inception report needs to be 5-10 pages length.

- **Operational Analysis**

The analysis will assess best practices, gaps, and lessons learned related to EU and MS support for conflict prevention in the framework of the WPS agenda. It should include insights from TED WG activities. Finally, the analysis should present concrete recommendations for enhancing EU and MS support, coordination, and political dialogue to promote the WPS in West Africa.

The analysis needs to be 15-20 pages length.

The deliverables will be written in English. The final version needs to be sent in pdf format.

### **5.3 Other information**

A kick-off meeting will be held after notification of public contract conclusion. Weekly coordination meetings will also be held as required by the assignment.

## 6 Forms

### 6.1 Identification forms

#### 6.1.1 Natural person

To fill the form, please click here :  
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

<b>I. PERSONAL DATA</b>			
FAMILY NAME(S)①			
FIRST NAME(S)①			
DATE OF BIRTH			
JJ MM YYYY			
PLACE OF BIRTH (CITY, VILLAGE)		COUNTRY OF BIRTH	
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD		PASSPORT	DRIVING LICENCE② OTHER③
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER④			
PERMANENT PRIVATE ADDRESS			
POSTCODE		P.O. BOX	CITY
REGION ⑤		COUNTRY	
PRIVATE PHONE			
PRIVATE E-MAIL			
<b>II. BUSINESS DATA</b>		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.

### 6.1.2 Legal person entity private/public legal body

To fill the form, please click here :

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

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

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

### 6.1.3 Public law entity

To fill the form, please click here :

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

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

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

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

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

#### 6.1.4 Subcontractors

Name and legal form	Address / Registered office	Object



## 6.2 Tender Forms – prices

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications BEL22001-10049 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

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

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

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

EUR ..... Exclusive of VAT

EUR.....VAT included

VAT percentage: .....%.

Description	Estimated Quantity	Unit price excl. VAT	Unit price incl. VAT	Total incl. VAT
Daily rate (8 hours work)	33			

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

In order to correctly compare the tenders, the duly signed information or documents under point 'Overview of the documents to be submitted' must be attached to the tender.

In annex ....., the tenderer attaches .....to his tender.

Certified true and sincere,

Handwritten original signature(s):

### 6.3 Declaration on honour – exclusion criteria

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

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

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
- e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

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

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

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

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

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

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

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

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

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

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

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

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

The tenderer formally declares being able, when asked and without delay, to provide the relevant certificates and other kinds of supporting documents, except if:

- a. Enabel can directly obtain the supporting documents concerned by consulting a national database in a Member State that is accessible for free, provided the tenderer has given the required information (website address, responsible authority for providing the information, specific reference of the documents) so Enabel can obtain these, with concomitant permission to access them;

b. Enabel already has said documents.

The tenderer formally agrees with Enabel accessing the supporting documents substantiating the information provided in this document.

Date

Location

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);**

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

### **3. Documents allowing the analysis of the award criteria (Section 3.4.7.4), namely:**

**a. The methodological note;**

**b. The CV of the expert(s);**

### **4. Recent criminal record extract (dated within the last 3 months).**

## 6.5 GDPR clauses

### Obligations of the contractor ('subcontractor or processor') vis-à-vis the contracting authority ('personal data controller')

The subcontractor undertakes to:

1. Process the personal data **only for the purpose(s)** stipulated in the contract;
2. Process the personal data **only on documented instructions** from the controller mentioned in attachment to this contract. Where the subcontractor considers an instruction constitutes a violation of European regulations in relation to data protection or any other legal Union or Member State provision in relation to data protection, he shall immediately notify the controller thereof. Furthermore, where the subcontractor is to proceed to the transfer of personal data to a third country or an international organisation in accordance with Union or Member State law to which he is subject, in such a case, he shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interests.
3. **Ensure the confidentiality** of the personal data processed under the framework of this contract.
4. Ensure that **persons authorised to process the personal data** pursuant to this contract:
  - have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - obtain necessary training in personal data protection;
5. regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.
6. **Subcontracting**

The subcontractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the controller in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The controller disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subcontracting may only be carried out if the controller has not voiced any objection during said period.

The subsequent subcontractor is to respect the obligations of this contract for the account of and following the instructions of the controller. The initial subcontractor must ensure that the subsequent subcontractor provides the same data protection guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the European Data Protection Regulation. Where the subsequent subcontractor fails to fulfil his data protection obligations, the initial subcontractor shall remain fully liable to the controller for the performance of that other subcontractor's obligations.

## **7. Information rights of data subjects**

When collecting data, the subcontractor is required to inform data subjects about the data processing which will be carried out. The formulation and format of this notification must be agreed with the controller prior to data collection.

## **8. Data subjects exercising their rights**

Where possible, the subcontractor shall assist the controller to fulfil his obligation in responding to data subject rights requests: right to access, to change, right to erasure ('right to oblivion') and opposition, right to limit processing, right to transfer data, right not to be subject to an automated individual decision (such as profiling).

The subcontractor must respond, in the name and on behalf of the controller and within the terms set by the European Data Protection Regulation, to any requests of persons concerned exercising their rights where it pertains to data that are the subject-matter of subcontracting under this contract.

## **9. Notification of personal data breaches**

The subcontractor shall notify the controller of any personal data breach not later than [...] hours after becoming aware of it by means of [...]. This notification shall be accompanied by all useful documentation allowing the controller, where needed, to notify this breach to the competent supervisory authority.

The notification shall at least:

- describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

## **10. Assistance of the subcontractor in ensuring compliance by the controller of his obligations.**

The subcontractor shall assist the controller in carrying out data protection impact assessments. The subcontractor assists the controller with the prior consultation of the supervisory authority.

## **11. Security measures**

The subcontractor undertakes to implement the following security measures: [...]

## **12. Processing of data**

The subcontractor undertakes upon completing data processing service delivery to:

- erasing all personal data, or

- sending back all personal data to the controller, or
- forwarding the personal data to the subcontractor designated by the controller. Such dispatch is accompanied by the erasure of all existing copies in the data systems of the subcontractor.

After erasure, the subcontractor shall substantiate the erasure in writing.

### **13. Data Protection Officer**

The subcontractor shall communicate to the controller the name and contact details of his Data Protection Officer, if he has designated one in accordance to Article 37 of the European Data Protection Regulation.

### **14. Register of categories of processing activities**

The subcontractor declares keeping written records of all categories of processing activities carried out on behalf of the controller, including:

- The name and contact details of the controller on behalf of whom he operates, of any subcontractors, and where applicable, of the Data Protection Officer.
- The categories of processing carried out on behalf of the controller;
- Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the European Data Protection Regulation, the documentation of suitable safeguards;

Where possible, a general description of the technical and organisational security measures, including inter alia as appropriate: The pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

### **15. Documentation**

The subcontractor makes available to the controller all information necessary to demonstrate compliance with his obligations laid and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.