



Tender Specifications BXL-15293

Public service contract for the organisation of awareness training courses on hostile environment

Open Procedure

Framework agreement with a single participant

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1 General remarks

1.1 Derogations from the General Implementing Rules

Section 4 'Specific contractual and administrative conditions' section of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

1.2 Contracting authority

The contracting authority of this public 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 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 public contract Enabel is represented by Laura Jacobs, Manager Global Procurement Services, and Danny Verspreet, Director of Finances & IT.

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

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

The following initiatives are also guiding Enabel in its operations and are given 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 2003³, 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;

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 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 Organization⁴ 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 of Paris, of 12 December 2015;
- The first Management Contract binding Enabel and the Belgian federal state (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette 2.12.2017) which 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 public contract

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

⁴ <https://www.ilo.org/global/standards/lang--en/index.htm>

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

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

1.5 Definitions

The following definitions apply to this public contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: Enabel, represented by the Enabel Country Director

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

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

Procurement documents: any document applicable to the public contract supplied by the contracting authority or to which it refers (Tender Specifications, including annexes and documents to which they refer, etc.);

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

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

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

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

E-tendering: through the E-tendering platform tenderers can submit and open electronic tenders/requests for participation;

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

Litigation: Court action;

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract;

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

Processor (subcontractor) in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

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

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

1.6 Confidentiality

1.6.1 Processing of personal data

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

1.6.2 Confidentiality

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

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

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

1.7 Deontological obligations

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

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

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

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

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

1.7.6. The contractor of the public 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 desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, sexual exploitation and abuse, etc.) must be sent to the Integrity desk via integrity@enabel.be.

1.8 Applicable law and competent courts

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

The parties commit to sincerely perform their engagements to ensure the good completion of the public 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 public contract

2.1 Type of contract

This public contract is a public contract for services.

2.2 Subject-matter of procurement

2.2.1 Situation

Enabel, the Belgian agency for international cooperation, implements projects and programmes in various partner countries, some of which are in complex contexts marked by a deteriorating and volatile security environment (Sahel, Mozambique, Great Lakes region, etc.). Enabel is also present in areas of armed conflict (Ukraine, Palestine and the east of the DRC) where humanitarian workers and aid workers are increasingly being targeted.

In such a context, and in line with an employer's "duty of care" towards its employees (an obligation enshrined in the Law of 4 August 1996), Enabel must ensure the safety of its employees, in particular by assessing and preventing potential risks, providing information and giving its employees the tools and skills they need to mitigate threats, react effectively to crisis situations and reduce the negative impact of security incidents on the achievement of strategic objectives.

Enabel is already offering all its employees the "SAFER" online training in basic security. This training is compulsory for everyone and must be taken before any duty travel. The HEAT training is also available for expatriates and employees on assignments in high-risk areas.

In order to achieve security objectives within the organisation, and given the diversity of employee profiles and countries of operation, Enabel wishes to offer a more varied range of training courses adapted to different internal audiences such as:

- Employees identified in a high-risk zone
- Employees identified in a moderate risk zone
- Brussels-based staff on assignments in high-risk areas
- Team leaders in a high-risk area

The contracting authority therefore wishes to organise training adapted to these different profiles exposed to different levels of risk, on the basis of 4 lots, which are described in more detail below.

2.2.2 Objectives and results

The general objective is described as follows:

- To reinforce the individual and collective security of Enabel's staff, while enabling the organisation to achieve its objectives and continue its operations more efficiently and safely.

The specific objectives are to;

- Informing staff and raising their awareness of the risks and threats identified in relation to

our specific working environments and contexts

- Prepare staff to respond effectively to threats, incidents and crises
- Reinforcing stress management skills in crisis situations
- Strengthening risk management skills and the notion of risk within a team
- Creating a security culture shared within the organisation

In terms of results: a series of training courses is provided, adapted to the type of target audience and deployment environment/context.

2.2.3 Description of services and deliverables

The training courses are divided into 4 lots. A single service provider may apply for all of the lots or for the lot of its choice.

It should be noted that for lot 1, component B, an optional variant has been added and is described in more detail below.

In terms of timetable, the courses are to be delivered over a 4-year period from January 2026 to January 2030.

2.3 Lot

The public contract has 4 lots, each of which is indivisible. The tenderer may submit a tender for one, several or all lots. A tender for part of a lot is inadmissible.

- Lot 1: Training in Belgium
- Lot 2: HEAT or equivalent field training in East and Central Africa
- Lot 3: HEAT or equivalent training in the field in West Africa and the Sahel
- Lot 4: HEAT or equivalent training courses in the neighbourhood

When tendering for several lots, the tenderer may not offer discounts or better conditions in his tender in case these lots were to be awarded to him.

2.4 Duration of the framework agreement

The framework agreement begins the first calendar day following the date of the framework agreement conclusion notification and it is concluded for a period of four years.

Without prejudice to measures as of right, the contracting authority can terminate the public contract every year after notification sent by registered letter 90 calendar days before the anniversary date of the contract.

Moreover, if the service provider is at fault in situations of conflicts of interest, the contracting authority has the right to terminate the contract.

The termination of the contract under the conditions mentioned above does not entitle to any indemnity.

2.5 Variants

An authorised variant is planned for component B (HEAT training in Brussels) of lot 1 (Training in Belgium). The tenderer may propose a course where participants stay on site for the 3 days of the course. To this end, the tenderer submits a 'variant' Price tender form (6.2) integrating accommodation costs into the unit price per course. In a separate 'variant' section of his tender, he describes the potential locations and terms and conditions of the accommodation.

The variant may only be submitted if a basic tender has also been submitted. The submission of a variant without a tender for the basic solution is not authorised.

Free variants are not permitted.

2.6 Options

An option is required for lots 2, 3 and 4:

Tenderers are required to quote for a half-day training course for managers and logisticians responsible for teams in the field. To this end, he fills in the line item for the option required in the tender form - Price (6.2). He describes the methodology and teaching materials for this training in his technical tender.

Free options are not permitted.

2.7 Quantity

This framework agreement has no minimum quantities.

Therefore, the contracting authority does not commit in any way as to quantities that will actually be ordered under this agreement. The participants to the framework agreement cannot use the fact that the estimated quantities were not attained as the basis for claiming compensation.

The presumed quantities are indicated in the tender form – Price (6.2).

3 Procedure

3.1 Award procedure

This public contract is awarded pursuant to Article 36 of the Law of 17 June 2016, via an open procedure and following a single-participant framework agreement in accordance with Article 43 of said Law of 17 June 2016.

3.2 Advertising

3.2.1 Official notification

This public contract is officially published in the Belgian Public Tender bulletin and in the Official Journal of the European Union.

3.2.2 Further publication

This public contract is also posted on the website of Enabel (www.enabel.be).

This public contract also is posted on the OECD website.

3.3 Information

The awarding of this public contract is coordinated by Lucas Vangeel. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this public contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this public contract, unless otherwise stipulated in these Tender Specifications.

Until 10 (ten) days inclusive before the tender submission deadline, prospective tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to lucas.vangeel@enabel.be and they will be answered in the order received. The complete overview of questions raised and answers provided by Enabel will be posted at the latest 7 days before the tender submission deadline.

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

The tenderer is to submit his tender after reading and taking into account any corrections made to the tender notice or Tender Specifications that are published in the Official Journal of the European Union and in the Belgian Public Tender bulletin.

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes the establishment of his price or the comparison of tenders, within ten days at the latest before the deadline for the receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016, which are applicable to this award procedure.

The tenderer must use the tender forms provided in annex. Failure to use these forms will result in him assuming full liability for any shortcomings.

The following forms must be used:

- Form6.1 Identification form;
- Form6.2 Tender form - Prices;
- Form6.3 Declaration on honour – Exclusion grounds;
- The European Single Procurement Document (ESPD).

The European Single Procurement Document is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

In accordance with Article 76 § 1 °2 of the Royal Decree of 18 April 2017, failure to comply with the obligation to submit a ESPD constitutes **a substantial irregularity causing the tender to be null and void.**

The tenderer also attaches the following to his tender:

- All documents demanded for qualitative selection and award criteria;
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable VAT rate
- The statutes and any other document required to establish the mandate of the signer(s);

Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

- Form6.1 Identification form;
- Form6.3 Declaration on honour – Exclusion grounds;
- The European Single Procurement Document (ESPD);
- The statutes and any other document required to establish the mandate of the signer(s);
- The association agreement signed by each participant, clearly showing who represents the association;

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.4.7.3), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other

entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1.

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.

The following information will be included in the tender:

- The name, first name, capacity or profession, nationality and domicile of the tenderer or, in the case of a legal person, its social purpose or corporate name, its legal form, its nationality, its registered office, its e-mail address and, where applicable, its enterprise number
- The lump-sum unit price / the lump-sum unit prices in words and figures (excluding VAT)
- The VAT percentage
- The name of the person or persons, as appropriate, who has or have a mandate (power of attorney) for signing the tender
- The capacity of the person(s), as appropriate, who sign(s) the tender
- The number and name of the account opened with a financial institute on which payment under the public contract must be made
- The full registration number of the tenderer with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) for Belgian tenderers or with an equivalent institution for foreign tenderers
- Participants in a grouping of economic operators must designate the one of them who will represent the grouping in relation to the contracting authority. When the ESPD must be filled out, this is indicated in part II.B of the ESPD.

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 tender draws up his tender in French, Dutch or English. The contracting authority may request from the tenderer that documents, certificates and other attachments to the tender drawn up in another language are translated.

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 remain bound by their tender for a period of ninety (90) calendar days from the tender reception deadline date.

3.4.3 Determination of prices

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

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices

are flat fee prices. The price to be paid will be obtained by applying the unit prices quoted in the inventory to the quantities actually performed.

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 perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

3.4.3.1 Taxes and other levies

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

Tenderers' attention is drawn to the fact that:

1. Enabel is a **non-taxable person** within the meaning of Article 6 of the Value Added Tax Code (see Article 18, § 5, 1° of the Law of 23 November 2017 changing the name of Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency);
2. Enabel is a company established in Belgium;
3. Enabel works in the countries in which it operates via its Country offices and projects, which do not have a separate, autonomous legal personality and are considered to be permanent establishments for tax purposes;
4. For orders placed by Enabel Country offices and projects abroad (outside Belgium), the local tax system (of the country where the Country office/project is established) normally applies (provided that the taxation system is defined according to the ordering party and the paying entity and that this is a permanent establishment);
5. **On the basis of local tax legislation (see point 4 above), Enabel must deduct tax at source from service providers who are not resident for tax purposes in Enabel's country of operation (i.e. the country where the Enabel Country office/project that placed the order is located – outside the European Union). Local VAT rules also apply.**

For the definition of the place of service delivery and the definition of permanent establishment (in the case of Enabel, this refers to Country offices and projects), reference should be made to Articles 21 and 21 bis of the Belgian VAT Code and to Article 59 of Directive 2006/112/EC.

In the context of this contract, for an order placed by an Enabel Country office or project abroad, it is considered that the ordering department is based abroad (permanent establishment) and that local tax legislation applies (see above - points 4 and 5).

3.4.3.1.1 Further details on Withholding Tax

In the countries where it operates, Enabel almost always has to deduct local taxes from the income received by non-resident service providers, through a withholding tax.

The unit price quoted by the tenderer in its tender must include any applicable tax, including tax that will be deducted at source by Enabel (or another beneficiary of the framework agreement) at the time of payment of the invoice.

During the performance of the contract, Enabel (or another beneficiary of the framework agreement) will deduct tax from the amount invoiced by the service provider (Withholding Tax) by means of a deduction of the percentage provided for (and defined by local legislation).

In the case of an order from a Country office or project abroad (outside the EU), Withholding Tax will be applied to all services delivered by the contractor (without distinction between work at home or work in the partner country).

DOUBLE TAXATION TREATIES:

Tenderers' attention is drawn to the fact that some countries have signed double taxation treaties [e.g. between the tenderer's State of residence and the State of origin (or source, i.e. the State in which the income originates and Enabel or one of the beneficiaries of this framework agreement has a Country office or project – outside the EU)].

If such a treaty applies, it is the responsibility of each tenderer to check what the legal effects of its application are and how this treaty will affect the taxes levied on the services.

The service provider who considers that he is entitled to benefit from a double taxation agreement must submit to the contracting authority a declaration for the exemption/reduction of withholding tax when each subsequent public contract is awarded.

3.4.3.1.2 Clarification on VAT

VAT on services provided for Enabel or a project in Belgium

The service provider quotes his unit prices in euros, excluding VAT. **He mentions the VAT rate applicable to orders and subsequent public contracts originating from Enabel's head office or from a project established in Brussels (ATTENTION! Enabel is exempt from VAT).**

Given that Enabel is not subject to VAT, in certain cases, the tenderer will be obliged to apply the VAT rate of its place of fiscal residence, and not necessarily the Belgian VAT rate (e.g.: service provided for Enabel HQ and service provider established in Italy -> Italian VAT will be indicated on the invoice).

(Local) VAT for services provided for a Country office or project based in a foreign country (outside the EU)

For orders placed by Enabel Country offices/projects abroad, a different tax system may have to be applied. The tax system is defined depending on donor and financing entity. For an order placed a Country office/project of Enabel abroad, the ordering department is considered being based abroad (stable establishment). This may result in a different VAT rate being applied or in it not being possible to indicate the VAT rate because the recipient of the service is located abroad. Consequently, for services for a Country office or a project based in a foreign country (outside the EU), the tenderer must not mention the applicable VAT rate in its tender (see conclusion below concerning the indication of a "Belgium" price and a "Country" price).

Other clarification

Tenderers are informed that payment of taxes owed, including VAT, is fully their responsibility. Enabel can in no case be considered accountable or jointly liable in case of litigation or a claim by any authority regarding taxes due or paid.

In order to assure being in order, the service provider will himself have to collect the necessary information from the competent authorities, also because taxation systems vary by location/ country of service performance.

Enabel can provide support to obtain information (for instance, by providing suitable contacts or by directing the service providers to useful documents) but it is exempt of any responsibility regarding the delivery or completeness of the information.

In conclusion, the tenderer is asked to provide details in the tender form:

- **The ‘Belgium’ price (lot 1), applicable to orders originating from Enabel's headquarters in Brussels. In this case, the tenderer must indicate the applicable VAT rate;**
- **The ‘Country’ price (lots 2, 3 and 4), applicable to orders from an Enabel Country office/project (outside the EU). In this case, the tenderer must not mention the applicable VAT rate. On the other hand, it must quote the ‘Country’ price taking into account the different Withholding Tax rates applied in the countries where Enabel operates and its own tax situation. To this end, in Annexe 6.4 Enabel attaches a list of countries where Enabel is active.**

The tenderers’ attention is drawn to the fact that:

- The document concerning the rate of Withholding Tax applied is not binding on Enabel (see Annex 6.4);
- It is the tenderer's responsibility to check the rate actually applicable at the time the tender is drawn up;
- Tax rates may, of course, have changed;
- In the case of an order from a Country office or project abroad (outside the EU), Withholding Tax will be applied to all services delivered by the contractor (without distinction between work at home or work in the partner country).

Tenderers are invited to check their own taxes and applicable rates when establishing their ‘Country’ prices.

Please note : Withholding Tax will not be the subject of a supplementary tender for subsequent orders placed on the basis of the framework agreement, nor may it give rise to an amendment to the public contract.

The price applied will be either the ‘Belgium’ price (lot 1) or the ‘Country’ price (lots 2, 3 and 4).

Enabel may not, under any circumstances, be held liable if the tenderer becomes aware, during the execution of an order, that its price does not cover the Withholding Tax. Tenderers are therefore invited to establish their prices with the utmost care, taking into account the above considerations.

3.4.3.2 Other elements included in the prices

As a reminder, the service provider includes in his unit prices any charges applied to services.

Following costs are included in the price:

- honorary fees,
- the costs and charges for staff or equipment needed to perform this public contract,

- participation in meetings,
- the administrative management and secretariat,
- transport costs (e.g. shuttle to and from the airport) and travel costs, with the exception of those mentioned below,
- visa and passport costs,
- vaccination costs, medical costs (preventive or otherwise) and costs relating to tests (for example, when a covid test is required),
- insurance,
- where applicable, the measures imposed by occupational safety and worker health legislation,
- communication costs (including internet),
- the copyright fees.

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

The following costs must not be included in the prices quoted:

Per diems covering additional expenses incurred in a professional capacity (and not in a private capacity) as a result of an assignment in a partner country (accommodation, meals, drinks, etc.). Per diems will be reimbursed on the basis of a work schedule attached to the invoice, agreed in advance by the managing official. Per diems must be calculated in accordance with the rules set out on the European Commission's website: https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-project/diem-rates_en. Only per diems calculated in accordance with these rules will be reimbursed;

- International air transport for assignments in a partner country: flight tickets for international travel (and, where applicable, the train journey to an international airport) between the expert's country of residence and the place of delivery are organised and paid for by Enabel's Travel service (or by another beneficiary of the framework agreement) (economy class ticket).

The itinerary will be chosen according to the most logical combination of:

- The best acceptable route (taking into account the most direct route, limiting CO2 emissions);
- The cheapest applicable preferential rate (Economy class) of reference contractually obtained by Enabel with airline companies for tickets purchased by Enabel's Travel service;
- The travel dates requested for the organisation of the assignment.

Tickets purchased through the Enabel Travel service are for IATA airlines only.

- Professional transport to the country (by plane/car/...) where the field assignment is taking place: This transport is generally organised by Enabel. Occasional short trips (local taxi, hotel-office/workshop trips) will be at the service provider's expense.

Mind:

- ~~The unit prices are paid for all effective working days, even if it concerns a weekend day or a holiday, in accordance with the work planning which is attached to the invoice and which was accepted in advance by the managing official;~~
- ~~For international travel days, 50% of the 'Belgium' price is paid per travel day, in accordance with the work planning attached to the invoice and accepted in advance by the managing official. No per diem will be paid for international travel days.~~

- ~~Where appropriate, in the context of an assignment to a partner country, the costs associated with organising training courses and/or workshops will be covered by Enabel (hire of the training room, snacks, reproduction of training materials for participants, notepads and pens for participants, necessary teaching aids such as overhead projector, blackboard and flip chart paper).~~

Note: Services provided at Enabel's head office are not considered to constitute a field assignment and do not entitle to any reimbursement of transport, travel or accommodation expenses or to the payment of per diems. These costs must be included in the tendering price.

3.4.4 How to submit tenders?

3.4.4.1 Via the federal e-Procurement platform

The tenderer may only submit one tender per public contract.

In accordance to applicable regulations for means of communication only tenders submitted by electronic means are accepted.

Consequently, tenders submitted on paper are not allowed and the contracting authority will only consider tenders submitted by digital means.

For this public contract, the electronic submission of a tender will be via the federal **e-Procurement** platform: [BOSA - eProcurement \(publicprocurement.be\)](https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=6eaa49c91bcd31143ff06421b24bcbc8).

The platform is free and open to any service provider interested in participating in a public contract.

Tenders must be submitted no later than on Monday December 15th 2025 at 10h00 (Belgian time).

To create your account, simply follow the 2 steps below:

1. Register as a new user:

https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=6eaa49c91bcd31143ff06421b24bcbc8

2. Register your company:

https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010734

Documents must be in the .pdf format or equivalent.

For instructions on submitting tenders, please check the following (in French):

[Entreprises - Consulter une invitation](#)

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

The contracting authority draws the attention of the tenderer to the fact that submitting a tender by e-mail does not meet the conditions of Article 14, §6 and 7 of the Law of 17 June 2016.

If necessary, you can contact the e-Procurement helpdesk on +32 (0)2 740 80 00 or via the contact form available here: [e-Procurement - Contact form](#)

3.4.4.2 Electronic signature of tenders

The tenderer must not sign the tender and its annexes individually when they are uploaded to the electronic platform. These documents are signed globally by affixing a qualified electronic signature to the relevant submission report.

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

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

The contracting authority reminds tenderers that a signature on paper that has been scanned is not an admissible electronic signature.

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

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

When the tender is submitted via the e-Procurement platform, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with paragraph 1.

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

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal as referred to is not signed as referred to in paragraph 1, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.6 Opening of tenders

The tenders must be in the possession of the contracting authority before the date and time mentioned in the contract notice.

3.4.7 Selection of tenderers

3.4.7.1 European Single Procurement Document (ESPD)

By submitting his tender together with the completed European Single Procurement Document (ESPD) the tenderer declares officially on his honour that:

- he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion;

- he fulfils the selection criteria established by the contracting authority in this public contract.

The European Single Procurement Document (ESPD) is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

Tenderers generate the ESPD via <https://ESPD.publicprocurement.be/> and then attach it to their tender.

An ESPD service manual (in French), including guidelines for enterprises, is available through: https://www.publicprocurement.be/sites/default/files/documents/man_espd_entreprise_fr_100.pdf

Where the tender is submitted by a group of economic operators, it must include an ESPD for each of the participants in the group:

Where a candidate or tenderer relies on the capacity of other entities. (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.4.7.3) in the meaning of paragraph 1 of Article 73 of the Royal Decree of 18 April 2017, the candidate or tenderer, as appropriate, answers the question in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1 of Article 73 of the Royal Decree of 18 April 2017.

In accordance with Article 38 §2 of Article 73 of the Royal Decree of 18 April 2017, regarding part IV of the ESPD on the selection criteria, the contracting authority has decided to limit the information to be filled out to one single question, namely whether the economic operator fulfils the required selection criteria, in accordance with the section "Global indication for all selections criteria" ("Indication globale pour tous les critères de sélection"). So, only this section must be completed.

The contracting authority will ask the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, if necessary to ensure the smooth proceeding of the procedure. The tenderer is not required to submit any supporting documents or other evidence if and to the extent that the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

With the exception of the exclusion grounds relating to tax and social security, the tenderer that is in one of the mandatory or optional exclusion situations can prove on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organisational and personnel measures to prevent a new criminal offence or a new fault.

3.4.7.2 Exclusion grounds

The mandatory and facultative grounds for exclusion are given in the ESPD and the declaration on honour regarding the policy: 'Know your Counterparty Policy'.

As a reminder, the grounds for exclusion apply to the tenderer as well as to:

- All members of an economic grouping;
- All third-party entities that the tenderer intends to rely on to meet the selection criteria set out in the Tender Specifications (see point 3.4.7.3, below).

The contracting authority is to check the absence of grounds for exclusion on the basis of the following documents:

- 1) An **extract from the criminal record** made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
- 2) The document certifying that the tenderer is in order with the **payment of social security contributions**, except where the contracting authority can directly obtain relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Telemarc);
- 3) The document certifying that the tenderer is in order with the **payment of levies and taxes**, except where the contracting authority can directly obtain certificates or relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Telemarc);
- 4) The document certifying that the tenderer is **not in a state of bankruptcy, liquidation, cessation of business or judicial reorganisation**, except where the contracting authority can directly obtain relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Telemarc).

These documents do not need to be attached to the tender, as the ESPD and the declaration on honour are accepted by the contracting authority as proof *a priori* in place of these documents. The contracting authority will subsequently verify the accuracy of the information contained in these documents.

However, with regard to documents that are not accessible via a free national database in a Member State of the European Union, **the tenderer must be able to provide the supporting documents within 5 working days of the contracting authority's request.**

Tenderers are therefore strongly advised not to wait for the contracting authority's request and to request, as soon as possible, that the necessary documents be sent to the competent authorities of the country in which they are established. The waiting times for obtaining certain documents can indeed be long.

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. This is the case for Belgian tenderers (via the Telemarc platform), except for the extract from the criminal record, which must be requested by the tenderer himself.

3.4.7.3 Selection criteria

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

Only tenders from tenderers who meet the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors) for economic and financial capacity criteria and technical and vocational capacity criteria (see), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Indication of the service provider's education and professional certificates

Minimal requirement:

The tenderer includes in his tender the CV of the trainers who will provide training. The tenderer must attach at least 2 CVs for each language role. In concrete terms, at least 4 CVs must be attached to the offer (a bilingual CV does not count as two).

The tenderer must also include a list of the names of the trainers and the language in which they will provide the training.

Languages: The trainers proposed must have a perfect command of French (for courses in French) and/or English (for courses in English). If the learners inform the contracting authority that the trainer does not have a sufficient command of the language to train without problems, the contractor must replace the trainer.

CV: The CVs of the trainers who will be assigned to the public contract by the tenderer must demonstrate the following criteria:

- Proven experience in safety training: at least 5 years' experience in designing and delivering safety training for NGOs, cooperation agencies or institutions.
- 10 years' professional experience in the field of international/humanitarian cooperation, diplomacy or security (from the army, law enforcement agencies or security services).
- Excellent mastery of the training language required: English and/or French.
- The tenderer undertakes to respect the principles of ethics, confidentiality and non-discrimination. In this respect, the diversity of the proposed team, particularly in terms of gender, will be an asset.

Capacity to exercise the professional activity

Specifically, for tenderers for lot 1, HEAT courses in Belgium, being activities covered by the Law of 2 October 2017 regulating private and particular security, a security consultant licence is required from lot 1 tenderers.

3.4.7.4 Modalities relating to tender examination and regularity of the tenders

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially.

The substantially irregular tenders are excluded.

A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law;

2° failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, clause 1, 54, §2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;

3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;

~~4° tenders that do not bear an original handwritten signature on the tender form.~~

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

Conflicts of interests- Revolving doors (Art. 51 Royal Decree 18 April 2017).

Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law, a conflict of interest is also considered any ('revolving doors') situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

3.4.7.5 Award criteria

The award criteria set for the procedure leading to the conclusion of a framework agreement are (per lot):

Lot 1 :

No.	Description	Weight
1)	Prices	40
	The value of the tender assessed is the total value of the inventory. Evaluation method : rule of three <i>Score = (Price lowest tender/Price of the tender under consideration) *30</i>	

2)	Diversity of team of trainers	10
	A balanced representation of women and men in the team of trainers is seen as a positive element, contributing to rich interaction and a more inclusive teaching approach.	
3)	Technical tender	40
	Methodology and teaching materials (Assets: availability of the online module for safety management by managers or other content linked to the training course).	
4)	Knowledge of the international context and the countries in which Enabel operates	10
	An in-depth understanding of local issues and cultural, political and socio-economic dynamics means that training content and methods can be adapted to the realities on the ground. Teams demonstrating concrete experience or proven expertise in these contexts will therefore be favourably evaluated.	

Lots 2, 3 and 4 :

No.	Description	Weight
1)	Prices	40
	The value of the tender assessed is the total value of the inventory. Evaluation method : rule of three <i>Score = (Price lowest tender/Price of the tender under consideration) *30</i>	
2)	Diversity of team of trainers	5
	A balanced representation of women and men in the team of trainers is seen as a positive element, contributing to rich interaction and a more inclusive teaching approach.	
3)	Technical tender	40
	Methodology and teaching materials (Assets: availability of the online module for safety management by managers or other content linked to the training course).	
4)	List of countries where the service provider has one or more partners	5
	The presence of partners in the countries of activity is an important indicator of the service provider's ability to ensure consistent training quality. Local implementation or collaboration means that content can be better adapted to the	

	realities on the ground, facilitating logistics and ensuring pedagogical consistency across contexts. The more partners the service provider has in the countries concerned, the more robust and relevant the offering will be considered.	
5)	Knowledge of the international context and the countries in which Enabel operates	10
	An in-depth understanding of local issues and cultural, political and socio-economic dynamics means that training content and methods can be adapted to the realities on the ground. Teams demonstrating concrete experience or proven expertise in these contexts will therefore be favourably evaluated.	

The scores for the award criteria will be added up. The public contract will be awarded to the tenderers who obtain the highest final score.

3.4.8 Concluding the framework agreement

The framework contract is concluded by the notification to the selected tenderer of the contracting authority's tender approval decision.

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

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 public contract.

The contracting authority can either decide not to conclude the contract, either redo the procedure, if necessary through another award procedure.

The documents governing the contract are:

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

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' 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 do not derogate Articles of the GIR.

4.1 Managing official (Art. 11)

The Managing official is Philippe Serge Degernier, Head of Global Security, e-mail: philippe-serge.degernier@enabel.be.

Once the framework agreement is concluded, the managing official is the main contact point of the economic operators party to the framework agreement. Any correspondence and any questions concerning the performance of the framework agreement will be addressed to him or her.

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

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the public contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under point 1.2.

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

For each public contract concluded arising from the framework agreement, a managing official for the subsequent public contract will be mentioned either in the Invitation to tender or in the contract award notification.

Once the public contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the public contract will be addressed to him or her, unless explicitly mentioned otherwise in these Tender Specifications (see namely, 'Payments' below).

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

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the public contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under point 1.2.

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

4.2 Subcontractors (Art. 12 to 15)

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 undertakes to having the public 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 public contract. Any replacements must be approved by the contracting authority.

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

4.3 Confidentiality (Art. 18)

Knowledge and information obtained by the contractor, including any persons responsible for the mission and any other person involved in this public contract, are strictly confidential.

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

All parties directly or indirectly involved are therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general implementing rules for public procurement, the tenderer or contractor 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, where applicable, to carry out this public contract (particularly regarding 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, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority. "

4.4 Personal data protection

4.4.1.1 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.

4.4.1.2 Processing of personal data by the contractor

Where during contract performance, the contractor processes personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation, the following provisions apply:

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

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

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

4.5 Intellectual property (Art. 19 to 23)

The contracting authority does not acquire the intellectual property rights created, developed or used during performance of the public contract.

4.6 Performance bond (Art. 25 to 33)

For this public contract, no performance bond is required (neither for the framework agreement nor for the subsequent public contracts).

4.7 Conformity of performance (Art. 34)

The 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 public contract (Art. 37 to 38/19)

4.8.1 Revision of prices (Art. 38/7)

The prices are adjusted annually on the anniversary date of public contract conclusion based on the health index.

The price revision is calculated by means of the following formula:

Price revision = (revision coefficient (k) - 1) * revisable part

$k = 1 + \frac{IS - is}{IS}$

IS = health index ('Indice Santé') on the day the tenders are opened.

is = same index, on date of invoicing.

As from the second year, the contractor may submit a new price quote at the beginning of the year. The revised prices will only apply when they have been approved by the contracting authority.

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

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

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

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

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

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

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

4.8.3 Replacement of the expert performing the assignment

An economic operator party to the framework agreement may propose to replace the expert provided the following conditions and modalities are respected.

The EO shall submit to the managing official of the framework agreement the expert's CV and the agreement of the expert to work for the account of the EO concerned.

The expert must have similar competences and comply with the specifications set out in point 3.4.7.3.

The contracting authority maintains the right to accept or refuse the new expert proposed even if she or he fulfils the 2 above conditions.

4.8.4 Unforeseeable circumstances

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

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

4.8.5 Possible addition of country where Enabel starts operating

This public contract provides for the contractor to be entrusted with performing new services to the extent that it regards similar services to those performed under the framework of this public contract, to be carried out in a new country where Enabel would operate (either a new partner country of the Belgian Development Cooperation or a new country of operation for a third-party donor).

In other words, the contracting authority will be able to acquire similar services.

4.8.6 Taxes affecting the value of procurement (Art. 38/8)

For this public contract, a price revision as provided for under Article 38/8 of the GIR, resulting from a change in taxation, is possible if the case occurs in Belgium or in the country of performance concerned by the subsequent public contract and has an incidence on the value of procurement.

Such price revision is only possible if both the following conditions apply:

1. The change entered into force after the tenth day preceding the deadline for submission of tenders, and
2. Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7.

In the event of a rise in taxes, the contractor must prove that it has actually borne the additional costs claimed and that they relate to services inherent to performance of the contract.

In the event of a fall, there will be no revision if the contractor can prove that it has paid the taxes at the old rate.

If the procurement documents do not contain a re-examination provision as provided in clause 1, the rules laid down in clause 2 to 4 will be deemed to apply automatically.

4.9 Preliminary technical acceptance (Art. 42)

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

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

Each course is requested through a specific order form.

The services must be performed within a period that will be defined in the Terms of Reference of each assignment (public contract arising from the framework agreement) to be performed.

The Purchase Order is addressed to the service provider by e-mail.

Any further correspondence pertaining to the Purchase Order (and to the performance of the services) follows the same rules as those for the dispatch of the Purchase Order when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the Purchase Order is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the Purchase Order. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it will inform the

service provider in writing of which extension of the period is accepted.

When the Purchase Order is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the managing official about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the service provider shall ask for an extended service performance period under the same conditions as those foreseen in case of late reception of the order form.

In any event, complaints about the Purchase Order are not admissible any more if they are not submitted within 15 calendar days (*) from the day following the date on which the service provider has received the Purchase Order.

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

The services will be performed at the following locations:

- Lot 1, A: Enabel's office in Brussels.
- Lot 1, B: in Belgium in a setting suitable for simulations and practical exercises at a reasonable distance from Brussels and in a location accessible by public transport.
- Lots 2, 3 and 4: countries where the Belgian Development Cooperation operates in the name of the Belgian State or any other country where Enabel is asked to intervene for other donors.

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, Enabel applies zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.14 Means of action of the contracting authority (Art. 44–51 and

154–155)

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

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

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

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

4.14.1 Failure of performance (Art. 44)

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

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

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

3° when he does not comply with written orders, which have been given in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including non-compliance with 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 ('procès-verbal'). Silence on his part after this period shall be deemed 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 public 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 detected.

§2 The measures as of right are:

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

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

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

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

4.15 End of the public 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.

Acceptance will not occur until after fulfilling audit checks, technical acceptance and prescribed tests.

Acceptance is scheduled upon completion of service delivery under a same subsequent public contract.

The contracting authority disposes of a processing term of thirty days starting on the end date of final or partial service delivery, established in accordance with the modalities set in the procurement documents, to conduct 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)

Only service delivery that has been performed correctly may be invoiced.

The contracting authority shall verify and pay the amount due to the service provider within the processing period of thirty days from the date on which partial completion of the services, modalities for which are laid down in the procurement documents. However, payment can only be made if the contracting authority is in possession of the duly issued invoice and of the deliverables listed in the terms of reference.

The invoice must be in EURO.

4.15.2.1 Services provided for Enabel or a project in Belgium

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

Enabel, Belgian development agency
Rue Haute 147
1000 Brussels

In accordance with Directive 2014/55/EU and the Royal Decree of 9 March 2022 on public procurement specifying the obligation for companies to use electronic invoicing, the contractor must use an electronic invoicing system.

If the contractor is registered with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) in Belgium, he can use the Belgian [Mercurius](#) portal to receive electronic invoices in accordance with the standards and rules in force.

Non-Belgian contractors can use one of the certified access points on the international network [Peppol](#). To access the list of service providers offering the use of these access points: <https://peppol.org/members/peppol-certified-service-providers/>

4.15.2.2 Services provided for a Country office or project based in a foreign country (outside the EU)

For each public contract arising from the framework agreement the contractor sends invoices (one copy only):

to the attention of the managing official indicated for the public contract that the payment request refers to

At the address given in the contract notification.

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.

4.15.2.3 Advance payment scheme

If the contractor is a SME, pursuant to Articles 12/1, paragraph 2, 1°, and 12/2 of the Law of 17 June 2016, an advance is granted to the contractor for each subsequent public contract.

However, the payment of the advance is subject to the contractor submitting a written dated demand to that effect.

The advance is calculated on the basis of the reference value of the subsequent public contract, i.e.:

- If the duration of the subsequent public contract is equal to or less than 12 months, the reference value is equal to the initial value of the subsequent public contract, all taxes included;
- If the duration of the subsequent public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the subsequent public contract, including taxes, divided by the duration of the contract expressed in months;
- In the case of an open-ended subsequent public contract, the reference value is the value per month of the public contract multiplied by 12.

The initial value of the subsequent public contract corresponds to the total price proposed by the contractor tenderer for the assignment.

The amount of the advance is calculated by applying the following percentages to the reference value of the subsequent public contract:

- 20% if the contractor is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;
- 10% if the contractor is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;
- 5% where the contractor is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

No advance is granted before:

- notification of the conclusion of the subsequent public contract;
- a financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the subsequent public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid to the contractor in the event of total or partial non-performance of the subsequent public contract.

Payment of the advance may be suspended if it is found that the contractor does not comply with his contractual obligations or if he contravenes the provisions of Article 7 of the Law of 17 June 2016.

The advance granted is charged to the amounts owed to the contractor, as follows: The first half of the advance payment is deducted from the sums owed to the contractor when the value of the services performed reaches 30% of the initial value of the subsequent public contract and the second half of the advance payment is deducted from the sums owed to the contractor when the value of the services performed reaches 60% of the initial value of the subsequent

public contract.

4.16 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public 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 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
Global ContractFIN & Legal
To the attention of Isabel Lastra
Rue Haute 147
1000 Brussels
Belgium

5 Terms of reference

5.1 Description of services and deliverables

5.1.1 LOT 1: Training in Belgium

Component A: Basic security awareness training as part of onboarding

- 1-day training course in Brussels
- Target group: new employees taking part in onboarding - session of 20 people
- Preferable to schedule training back-to-back with onboarding.
- Participants must already have completed the SAFER online module.
- For example, the following subjects could be covered: knowledge of current risks and threats (including health risks - HIV, malaria, etc.), behaviour and precautionary measures to adopt on a daily basis, management of minor incidents (crime, delinquency, interactions with security forces, road hazards, demonstrations, etc.), basic first aid.
- At the end of training, the participants are made aware to:
 - o Identify current risks and threats in the areas of operation (crime, delinquency, road risks, health risks, etc.).
 - o Memorise and apply basic first aid techniques.
 - o Recognise risky behaviour, for example in interactions with the security forces or at demonstrations.
 - o Explain the precautionary measures and attitudes to adopt on a daily basis to reduce risks.
 - o Describe the steps to take in the event of a minor incident (theft, assault, road accident, fire, etc.), including using a fire extinguisher and changing a tyre.
 - o Identify the main risks and threats that people may face because of their gender or sexual orientation in the workplace

Component B: HEAT (Hostile Environment Awareness Training) in Brussels

- The HEAT takes place over a minimum of 3 days in Belgium
- Target group: Brussels employees on duty travel and expatriates in orange and red security zones or high-risk areas.
- Groups of 15 people maximum.
- The following topics should be covered: prevention and response to threats and risks in a hostile environment (kidnapping, ambush, demonstrations/crowd movements, etc.), first aid in a hostile environment, mine and improvised explosive device awareness, defensive driving and roadside incident management, communication, stress management in a high-risk environment, etc.
- The approach must be participatory, with the emphasis on practical experience and realistic scenarios. A balance will need to be struck with more theoretical learning and knowledge-sharing sessions.
- Practical exercises, simulations and role-playing should be followed by opportunities for participants to share their experiences, and for trainers to provide immediate feedback and identify good practice. In the case of high-stress simulations, a space/moment for emotional debriefing will be provided.
- At the end of training, the participants are made aware to:
 - o Identify threats in a hostile environment

- React effectively to critical situations (ambushes, hostage-taking, shootings, explosions, etc.) during simulations.
 - Explain and demonstrate the mastery of safe behaviour, distinguishing between appropriate and inappropriate behaviour.
 - Memorise the steps involved in first aid in a hostile environment and apply them in a simulated incident.
 - Recognise the signs of acute stress in a high-risk environment and using stress management techniques.
 - Explain the principles of defensive driving and their application in high-risk areas.
 - Master crisis communication procedures and implement an appropriate communication strategy during a simulated crisis exercise.
 - Judge the effectiveness of safety measures taken during a practical exercise.
 - Evaluate the relevance of decisions taken in a simulated crisis situation.
 - Give constructive feedback to peers on their behaviour in stressful situations.
 - Respond to the main risks and threats that people may face because of their gender or sexual orientation in the workplace
- Participants must have completed the SAFER online training course and the one-day "basic security awareness" training course.

Important (!) The contents of basic training and HEAT training are closely linked and designed to be complementing one another. Together, they form a coherent pathway designed to prepare participants for high-risk environments, integrating both the fundamentals of safety (lot 1 component A) and skills specific to hostile contexts (lot 1 component B). To ensure effectiveness and continuity of learning, the two courses must be taken together and meet the requirements of both lots simultaneously.

Optional variant linked to component 1B HEAT

- Participants stay on site for the 3-day course.

5.1.2 LOT 2: HEAT or equivalent field training in East and Central Africa

- In one or more of the following countries (list subject to change during performance): Burundi, Uganda, DRC, CAR, Mozambique
- The course will be given in French or English
- 4 training courses planned for the region over the duration of the contract

5.1.3 LOT 3: HEAT or equivalent training in the field in West Africa and the Sahel

- In one or more of the following countries (list subject to change during performance): Senegal, Guinea, Benin, Burkina Faso, Mali, Niger
- The training will be in French
- 4 training courses planned for the region over the duration of the contract

5.1.4 LOT 4: HEAT or equivalent training courses in the neighbourhood

- In one or more of the following countries: Jordan, Morocco, Ukraine (list subject to change during performance)

- The course will be given in French or English
- 4 training courses planned for the region over the duration of the contract

5.1.5 Lots 2, 3 and 4

For lots 2, 3 and 4, the following points must be taken into account:

- Training at the request of country managers, validated by DirOps
- The course takes place over 3 days.
- Target audience: international and national employees working in the country concerned.
- Refer to the programme indicated in lot 1B while ensuring maximum adaptation to the context and the specific threats encountered in the areas of activity.
- Include a specific half-day module on safety management for managers and logisticians responsible for teams in the field. This half-day training session will be organised after the HEAT on request.
 - o At the end of the module, the participants are made aware to:
 - Assess the safety environment, risks and risk management
 - Explain their role and responsibilities in terms of security within their team.
 - Identify risk situations and unsafe behaviour in their work environment.
 - Analyse the potential consequences of failing to meet their security responsibilities, in both human and legal terms.

Across all training courses, the following elements will be taken into consideration:

- Risks and threats specific to gender and sexual orientation
- Prevention of trauma and post-traumatic stress, particularly for people already exposed to serious safety incidents

5.1.6 Course materials

As part of the performance of the public contract, all necessary teaching materials must be supplied by the service provider and must be included in the price.

The product material provided to participants must be clearly described in the tender submitted. It must include: a pre-training package (programme, practical information, etc.) and course materials.

The material must be available in digital format as a minimum.

The tenderer must provide training modules in French and English on Enabel's Moodle digital platform.

The presentation must be delivered no later than 15 days before the start of the course.

An evaluation of the training by the participants will be requested at the end of each course and the evaluation form and system must be prepared by the tenderer.

5.2 Profile of trainers and tenderer

See point 3.4.7

Enabel reserves the right to ask tenderers to make themselves available to introduce themselves and the selected trainers and the programme during a 1-hour face-to-face or online discussion.

5.3 Practical modalities

Training is scheduled to start in January 2026.

5.3.1 LOT 1A

- The training courses take place at Enabel's head office in Brussels.
- Group of 20 people
- At least three times a year.

5.3.2 LOT 1B

- Training is in Belgium in a setting suitable for simulations and practical exercises at a reasonable distance from Brussels and in a location accessible by public transport.
- Specialist venue to be proposed by the service provider with facilities for realistic role-playing and simulation equipment
- Logistics to be provided by the service provider, including coffee breaks and lunches
- Groups of 15 people maximum
- At least three times a year.
- Option to include a variant price with accommodation included

5.3.3 LOTS 2, 3, 4

- The training courses take place in the countries where Enabel operates
- Specialist venue to be proposed by the service provider with facilities for realistic role-playing and simulation equipment (near approved hotel)
- Logistics to be provided by the service provider, including coffee breaks and lunches
- Groups of 15 people maximum

5.4 Technical requirements regarding language

The training must be given in the language requested (French/English). The presentation, simulations, case studies, discussion workshops and field exercises, etc., and any additional teaching aids must be delivered in the language.

5.5 Options/variants

- Possibility of submitting a separate 'variant' price with hosting option for lot 1B (HEAT Belgium).

- An option is required for lots 2, 3 and 4: Obligation to quote for a half-day training course for managers and logisticians responsible for teams in the field.

6 Forms

6.1 Identification form

6.1.1 Natural person

I. PERSONAL DATA			
FAMILY NAME(S) ⁹			
FIRST NAME(S)			
DATE OF BIRTH			
DD MM YYYY			
PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE)			
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD	PASSPORT	DRIVING LICENCE ¹⁰	OTHER ¹¹
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER ¹²			
PERMANENT PRIVATE ADDRESS			
POSTCODE	P.O. BOX	CITY	
REGION ¹³	COUNTRY		
PRIVATE PHONE			
PRIVATE E-MAIL			
II. BUSINESS DATA		If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU- Bodies? YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY		

⁹ As indicated on the official document.

¹⁰ Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

¹¹ Failing other identity documents: residence permit or diplomatic passport.

¹² See table with corresponding denomination by country.

¹³ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2 Private/public law body with legal form

OFFICIAL NAME¹⁴				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION	FOR PROFIT			
TYPE	NON FOR PROFIT	NGO¹⁵	YES	NO
MAIN REGISTRATION NUMBER¹⁶				
SECONDARY REGISTRATION NUMBER (where applicable)				
PLACE OF MAIN				
REGISTRATION	CITY	COUNTRY		
DATE OF MAIN REGISTRATION				
	DD	MM	YYYY	
VAT NUMBER				
ADDRESS OF				
HEAD OFFICE				
POSTCODE		P.O. BOX		
		CITY		
COUNTRY		PHONE		
E-MAIL				

¹⁴ National denomination and its translation in EN or FR if existing.

¹⁵ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

¹⁶ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.3 Public-law body¹⁷

OFFICIAL NAME¹⁸			
ABBREVIATION			
PRINCIPAL REGISTRATION¹⁹			
SECONDARY REGISTRATION NUMBER (where applicable)			
PLACE OF MAIN			
REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION			
	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE		P.O. BOX	
		CITY	
COUNTRY		PHONE	
E-MAIL			

¹⁷ Public law entity 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.).

¹⁸ National denomination and its translation in EN or FR if existing.

¹⁹ Registration number in the national register of the entity.

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Subject-matter	Other entity within the meaning of paragraph 1 ^{er} of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.4.7.3), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1.

6.2 Tender form - Prices

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications BXL-15293 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own conditions.

The unit 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.

Lot 1: Training in Belgium	Unit	Presumed quantity	Unit price in EUR excluding VAT	Unit price in EUR excluding VAT	Applicable VAT percentage ²⁰
Component A: Basic security awareness training as part of onboarding	1-day training course in Brussels	12	€	€	€
Component B: HEAT (Hostile Environment Awareness Training) in Brussels	Minimum 3-day training course in Belgium	12	€	€	€
Total price in EUR excluding VAT					€
Total price in EUR including VAT					€

²⁰ As a reminder, for the 'Belgium' price, applicable to orders originating from Enabel's office in Brussels or from other beneficiaries of the framework agreement who are based in Belgium, the tenderer must quote the applicable VAT rate.

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications BXL-15293 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own conditions.

The unit 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.

LOT 2: HEAT or equivalent field training in East and Central Africa	Unit	Presumed quantity	Unit price in EUR excluding VAT	Total price in EUR excluding VAT	Applicable VAT percentage ²¹
HEAT training or equivalent	3-day training course	4	€	€	NA
Obligatory option: training for managers and logisticians responsible for teams in the field	Half-day module	4	€	€	NA
Total price in EUR excluding VAT					

²¹ As a reminder: for the ‘Country’ training price, applicable to orders from an Enabel Country office/project or other beneficiaries of the framework agreement based abroad (outside the EU), the tenderer must not mention the applicable VAT rate. The tenderer must quote the ‘Country’ price taking into account the different Withholding Tax rates applied in the countries where Enabel operates and its own tax situation. Please refer to point 3.4.3.1 of the Tender Specifications.

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications BXL-15293 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own conditions.

The unit 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.

Lot 3: HEAT or equivalent training in the field in West Africa and the Sahel	Unit	Presumed quantity	Unit price in EUR excluding VAT	Total price in EUR excluding VAT	Applicable VAT percentage ²²
HEAT training or equivalent	3-day training course	4	€	€	NA
Option required: training for managers and logisticians responsible for teams in the field	Half-day module	4	€	€	NA
Total price in EUR excluding VAT					

²² As a reminder: for the ‘Country’ training price, applicable to orders from an Enabel Country office/project or other beneficiaries of the framework agreement based abroad (outside the EU), the tenderer must not mention the applicable VAT rate. The tenderer must quote the ‘Country’ price taking into account the different Withholding Tax rates applied in the countries where Enabel operates and its own tax situation. Please refer to point 3.4.3.1 of the Tender Specifications.

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications BXL-15293 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own conditions.

The unit 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.

Lot 4: HEAT or equivalent training courses in the neighbourhood	Unit	Presumed quantity	Unit price in EUR excluding VAT	Total price in EUR excluding VAT	Applicable VAT percentage ²³
HEAT training or equivalent	3-day training course	4	€	€	NA
Option required: training for managers and logisticians responsible for teams in the field	Half-day module	4	€	€	NA
Total price in EUR excluding VAT					

²³ As a reminder: for the ‘Country’ training price, applicable to orders from an Enabel Country office/project or other beneficiaries of the framework agreement based abroad (outside the EU), the tenderer must not mention the applicable VAT rate. The tenderer must quote the ‘Country’ price taking into account the different Withholding Tax rates applied in the countries where Enabel operates and its own tax situation. Please refer to point 3.4.3.1 of the Tender Specifications.

6.3 Declaration on honour – Exclusion grounds

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

1. The tenderer nor any of his directors was found guilty following an **indefeasible judgement** for one of the following offences:
 - 1° involvement in a **criminal organisation**
 - 2° **corruption**
 - 3° fraud
 - 4° **terrorist offence**, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° **money laundering or financing of terrorism**
 - 6° **child labour** and other trafficking in human beings
 - 7° employment of foreign citizens under **illegal status**
 - 8° creation of a shell companyThe exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.
2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
3. The tenderer is in **a state of bankruptcy, liquidation, cessation of business, judicial reorganisation** or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
4. The tenderer or one of his directors has committed **serious professional misconduct which calls into question their integrity.**

The following are considered such serious professional misconduct, among others:

- 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 l ;
- d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required to verify that there are no grounds for exclusion or that selection criteria are satisfied, or concealed this information
- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition.

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

5. When a conflict of interest cannot be remedied by other, less intrusive measures;
6. When **significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a past contract concluded with 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 established by European Union legislation, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.
The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

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

8. The tenderer or one of his directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions: [Financial penalties | FPS Finance](#)

For a consolidated version: <...>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

Place

Signature

6.4 Taxation by country

See the Excel file attached to these Tender Specifications.

6.5 Overview of the documents to be submitted

- Identification of tenderer (for each participant for tender submitted by a group) (see 6.1)
- - List of subcontractors (see 6.1.4)
- - Initial tender form - Prices (see 6.2)
- - The declaration on honour – Exclusion grounds (for each participant for tender submitted by a group) (see 6.3)
- - All documents demanded for qualitative selection and award criteria:
 - o ESPD (for each participant for tender submitted by a group as well as for the entities, particularly the subcontractors, whose capacity is used for technical and professional capacity criteria) (see 3.4.7.1)
 - o indication of the service provider's education and professional certificates
 - o Lot 1: a security consultant licence (see 3.4.7.3)
 - o Description of the team of trainers - diversity (see 3.4.7.5)
 - o Technical tender - Methodology and teaching materials (see 3.4.7.5)
 - o List of countries where the service provider has one or more partners (see 3.4.7.5)
 - o Description of knowledge of the international context and the countries in which Enabel operates (see 3.4.7.5)
 - o Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors) for technical and professional capacity criteria (see 3.4.7.3), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable VAT rate
- The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tender submitted by a group)
- Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association