



## Tender Specifications

Procurement Contract for Consultancy Services to Develop the Initial COMPASS (Criteria & Operational Milestones for Pharmaceutical Access through Scalable Investment) Methodological Framework and Supporting Documentation

Negotiated Procedure without Prior Publication

BEL21003-10167

**Deadline for submission of tenders:  
April 20, 2026, at 10.00 am (Belgian  
time)**

# Table of contents

<b>1. General provisions</b> .....	<b>5</b>
1.1 Derogations from the General Implementing Rules .....	5
1.2 Contracting authority .....	5
1.3 Institutional setting of Enabel .....	5
1.4 Rules governing the procurement contract .....	5
1.5 Confidentiality .....	6
1.6 Deontological obligations .....	6
1.7 Applicable law and competent courts.....	7
<b>2 Subject-matter and scope of the procurement contract</b> .....	<b>8</b>
2.1 Type of procurement contract .....	8
2.2 Subject-matter of the procurement contract.....	8
2.3 Lots .....	8
2.4 Particularities.....	8
2.4.1 Right to renounce the procedure .....	8
2.4.2 Right to non-exclusivity.....	8
2.5 Term of the procurement contract .....	8
2.6 Variants.....	9
2.7 Option.....	9
2.8 Quantity.....	9
<b>3 Award procedure</b> .....	<b>10</b>
3.1 Procedure .....	10
3.2 Information.....	10
3.3 Tender .....	10
3.3.1 Data to be included in the tender .....	10
3.3.2 Period the tender is valid .....	11
3.3.3 Method for determining the prices .....	11
3.3.4 Elements included in the prices .....	11
3.3.4.1 Taxes and other levies.....	11
3.3.4.2 Other elements included in the prices.....	11
3.3.5 How to submit tenders? .....	12
3.3.6 Selection of tenderers.....	13
3.3.6.1 Exclusion grounds .....	13
3.3.6.2 Additional information regarding exclusion grounds .....	13
3.3.7 Evaluation of the offers.....	14

3.3.7.1	Overview of the procedure .....	14
3.3.7.2	Award criteria.....	15
3.3.7.3	Final score .....	17
<b>4</b>	<b>Special contractual provisions .....</b>	<b>18</b>
4.1	Managing official (Art. 11).....	18
4.2	Subcontractors (Art. 12 to 15).....	18
4.3	Confidentiality (art. 18) .....	19
4.4	Protection of personal data.....	19
4.4.1	Processing of personal data by the contracting authority.....	19
4.4.2	Processing of personal data by a processor.....	20
4.5	Intellectual property (Art. 19 to 23) .....	20
4.6	Performance bond (Art. 25 to 33) .....	21
4.7	Conformity of performance (Art. 34) .....	21
4.8	Changes to the procurement contract (Art. 37 to 38/19) .....	21
4.9	Zero tolerance Sexual exploitation and abuse .....	21
4.10	End of the procurement contract.....	22
4.10.1	Acceptance of the services performed (Art. 64-65 and 156).....	22
4.10.2	Invoicing and Payment of Services (Articles 66 to 72 – 160) .....	22
4.10.3	Advance payment .....	23
4.11	Litigation (Art. 73).....	23
<b>5</b>	<b>Terms of Reference .....</b>	<b>24</b>
5.1	General information .....	24
5.2	Description of the services .....	24
5.2.1	General objectives .....	24
5.2.2	Specific objectives.....	25
5.2.3	Activities proposed .....	25
5.2.4	Expected outcomes.....	27
5.3	Place and duration.....	27
5.4	Reports/Deliverables.....	27
<b>6</b>	<b>Forms.....</b>	<b>29</b>
6.1	Identification forms .....	29
6.1.1	Natural person .....	29
6.1.2	Private/public law body with legal form .....	30
6.2	Tender Form – price.....	31
6.3	Declaration on honour – exclusion criteria .....	32

6.4	GDPR clauses .....	2
6.5	Overview of the documents to be submitted with the offer .....	5
<b>7</b>	<b>Formal approval of the tender specifications and launch decision .....</b>	<b>6</b>

## 1. General provisions

### 1.1 Derogations from the General Implementing Rules

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

This procurement contract departs from Article 19 of that Royal Decree (see point 4.5 below).

### 1.2 Contracting authority

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

For this procurement contract, Enabel is represented by Mr. Jean-François Michel, Project Manager – TESS MAV +, and Ms. Marie Sculier, Contract Support Manager – Global Projects, who are mandated to represent the company towards third parties.

### 1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

### 1.4 Rules governing the procurement contract

The following regulations are notably applicable to this contract:

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

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<sup>1</sup> Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.  
<sup>2</sup> Belgian Official Gazette of 1 July 1999.

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – ‘GDPR’), and repealing Directive 95/46/EC;
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

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

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

## 1.5 Confidentiality

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

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

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

## 1.6 Deontological obligations

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

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

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

1.6.4. Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of

tenders and candidates procedure will lead to the rejection of the application or the tender.

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

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

## **1.7 Applicable law and competent courts**

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

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

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

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

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

### 2.1 Type of procurement contract

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

### 2.2 Subject-matter of the procurement contract

This service procurement contract covers consultancy services for the development of the initial COMPASS (Criteria & Operational Milestones for Pharmaceutical Access through Scalable Investment) methodological framework and the preparation of supporting documentation.

The tenderer may submit their offer either individually (as a sole consultant) or as part of a team. If the offer is submitted by a team, the tenderer must designate one lead consultant, who will be responsible for the execution of the mission and will carry out the key tasks described in the contract.

The scope and details of the required services are outlined in **Section 5** of these tender specifications.

### 2.3 Lots

This procurement contract is not divided into lots.

### 2.4 Particularities

#### 2.4.1 Right to renounce the procedure

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

#### 2.4.2 Right to non-exclusivity

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

### 2.5 Term of the procurement contract

The contract shall run from the first working day following the notification of the award until the acceptance of the services. In all cases, the services must be fully completed no later than 30 June 2026.

## 2.6 Variants

There are neither required nor permitted variants.

Free variants are not permitted.

## 2.7 Option

There are neither required nor permitted options.

Free options are not permitted.

## 2.8 Quantity

This procurement contract is **a unit-price contract based on a priced bill of quantities**. The unit prices (i.e., the price proposed for one day of work – 8 hours) are fixed lump-sum amounts, while the quantities (i.e., the number of man-days) are indicative and estimated.

**Enabel estimates that the assignment will require the intervention of an expert for approximately 40 man-days in total (presumed quantity)**. This figure is provided for indicative purposes only and may vary—upwards or downwards—throughout the implementation of the contract. This estimate is not binding on the contracting authority, which will remunerate only the man-days actually performed and duly validated.

The contractor acknowledges that no minimum volume of services is guaranteed under this contract and accepts that payment will be made exclusively on the basis of the effective deliverables and days worked, as approved by the contracting authority. The contracting authority shall incur no liability for any deviation from the initial estimate.

## 3 Award procedure

### 3.1 Procedure

In accordance with Article 42, § 1<sup>er</sup>, 1<sup>o</sup>, a), of the Law of June 17, 2016, regarding public procurement, this procurement contract is awarded through a negotiated procedure without prior publication provided that the estimated value of the services does not exceed 140,000.00 EUR excluding VAT over the entire duration of the contract.

### 3.2 Information

The awarding of this procurement contract is coordinated by Mr. Romain Mercenier, Procurement Officer – Global Project –, and Ms. Marie Sculier, Contract Support Manager – Global Project. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through these persons. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Interested economic operators may ask questions concerning the Tender Specifications and the contract up to 2 days before the deadline for the submission of tenders. Questions must be submitted via the **"Forum" on the e-Procurement Platform**. The contracting authority will publish the answers on the forum as soon as possible. Tenderers are advised to regularly check this forum.

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

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

In accordance with Article 81 of the Royal Decree of 18 April 2017, if an economic operator finds errors or omissions in the procurement documents, which make it impossible to him to establish prices or make a comparison of tenders ineffective, he will immediately report these in writing to the contracting authority.

### 3.3 Tender

#### 3.3.1 Data to be included in the tender

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

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

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

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

authority.

### 3.3.2 Period the tender is valid

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

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

### 3.3.3 Method for determining the prices

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

This public contract is a price-schedule contract, i.e. a contract in which the unit prices are flat fee prices and the quantities are estimated. The estimated quantities do not bind the contracting authority.

Orders will be paid for on the basis of the services actually ordered and executed.

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

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

### 3.3.4 Elements included in the prices

#### 3.3.4.1 Taxes and other levies

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

VAT is recorded as a separate item in the inventory.

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

The services are therefore subject to:

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

It should be noted that Enabel is neither subject to VAT nor registered for VAT purposes. Enabel does not benefit from any specific VAT exemption regime for this contract and, as a result, cannot recover VAT. VAT constitutes a cost for Enabel. **Tenderers are therefore requested to clearly indicate the VAT applicable to their services, it being understood that offers will be compared inclusive of VAT.**

#### 3.3.4.2 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;
- Per diems ;
- Participation in meetings;
- Administrative management and secretariat;
- All transportation costs, including international and domestic transport, as well as all necessary transfers in the field or within the expert's country of residence or departure;
- Passport, visa and border crossing fees;
- Vaccination costs, medical costs (preventive or otherwise) and costs relating to tests (for example, when a covid test is required);
- Parking costs in the country of residence / departure of the expert;
- Accommodation costs in the country of residence / departure of the expert;
- Communication costs (including internet);
- Insurance;
- Cost of documentation pertaining to the services;
- Photocopying and printing costs;
- Production and delivery of documents or records associated with the performance of the services;
- Any costs and charges for staff or equipment needed to perform this procurement contract;
- All costs related to the acquisition of any copyright or neighbouring rights required for the performance of the contract;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation.

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




### 3.3.5 How to submit tenders?

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

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

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

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

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

**Tenders must be received by the contracting authority no later than April 20, 2026, at 10.00 am (Belgian time).**

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

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

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

### **CAUTION**

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

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

## **3.3.6 Selection of tenderers**

### **3.3.6.1 Exclusion grounds**

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

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

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

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

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

### **3.3.6.2 Additional information regarding exclusion grounds**

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

- A criminal record extract in the name of the tenderer (legal entity) or its representative (natural person) if no criminal record exists for legal entities;
- A document proving that the tenderer is in compliance with social security

contributions, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union;

- A document proving that the tenderer is in compliance with tax obligations, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union;
- A document proving that the tenderer is not in a state of bankruptcy, liquidation, cessation of activities, or judicial reorganization, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union.

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

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

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

### **3.3.7 Evaluation of the offers**

#### **3.3.7.1 Overview of the procedure**

The evaluation of tenders will take place in successive phases. In a first phase, the tenders submitted by the selected tenderers will be examined for formal and material regularity.

In a second phase, the tenders that are both selected and compliant will be evaluated on their substantive content.

In a third phase, a negotiation stage may follow. To improve the content of the tenders, the contracting authority may negotiate with tenderers on their initial tenders and on any subsequent tenders they submit, with the exception of final tenders. The minimum requirements and the award criteria are not negotiable. The contracting authority may also decide not to conduct negotiations; in such a case, the initial tender will be considered the final tender.

Once negotiations have closed, the final tenders will be assessed on the basis of the award criteria. The final tenders will also be examined for compliance. The contract will be awarded to the tenderer whose compliant tender offers the best value for money.

The contracting authority reserves the right to request that tenderers regularise any irregularities in their tender at any stage of the procedure. This is a possibility, not an obligation, for the contracting authority.

Finally, the contracting authority reserves the right to review or adapt the above procedure, provided that the principles of equal treatment and transparency are respected.

### 3.3.7.2 Award criteria

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

#### 3.3.7.2.1 First criterion – Price (40 points)

Tenderers shall complete the tender form referred to in Section 6.2 of the tender specifications and indicate **the proposed average daily rate**.

As a reminder, the tenderer may submit their offer either individually (as a sole consultant) or as part of a team. If the offer is submitted by a team, the daily rate proposed must be an average daily rate, which will apply regardless of the profile of the team member performing the work.

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

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

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

where:

- B = the number of points awarded to the bid under consideration;
- P(lowest) = the amount of the lowest regular bid;
- P(bid) = the amount of the bid under consideration;
- Z = the weighting for the price criterion.

Prices will be compared including VAT.

#### 3.3.7.2.2 Second criterion – Methodology (40 points)

The tenderer must submit a technical note (maximum 3 pages) including the following elements:

The tenderer shall describe their proposed approach for delivering the assignment, covering:

1. **Rationale and understanding of the assignment:** A clear explanation of the tenderer's understanding of the context, objectives, scope and key challenges of the assignment.
2. **Proposed methodology and work approach:** A detailed description of the strategy and approach for each of the three tasks—(i) stakeholder mapping and landscape review, (ii) design of the methodological framework, and (iii) development of the roadmap for subsequent phases—specifying the analytical tools, sources and frameworks that will be used.
3. **Work plan and indicative timeline:** A realistic work plan presenting the sequencing of activities and demonstrating that all deliverables can be completed by 30 June 2026.
4. **Quality assurance and stakeholder engagement:** An explanation of the proposed approach to quality assurance and interactions with the contracting authority and key stakeholders (Enabel/TESS, European Commission/DG INTPA, UNTAID) throughout the assignment.

The contracting authority will evaluate and score the technical note on the basis of the following criteria (total: 40 points):

### **1. Rationale and methodology – 20 points**

Quality, clarity and relevance of the proposed methodology for each task, including the analytical approach and the extent to which the tenderer builds on existing preparatory work developed by TESS.

### **2. Work plan and timeline – 10 points**

Realism and coherence of the proposed work plan, including the sequencing of activities and the feasibility of completing all deliverables within the contractual deadline.

### **3. Quality assurance and stakeholder engagement – 10 points**

Clarity and robustness of the proposed approach to quality assurance, as well as the coherence of the strategy for engaging with the contracting authority and relevant stakeholders throughout the assignment.

#### **3.3.7.2.3 Third criterion – The quality of the expertise (20 points)**

##### ***First sub-criterion - The quality of the lead consultant's expertise (15 points)***

The tenderer may submit their offer either individually (as a sole consultant) or as part of a team. If the offer is submitted by a team, the tenderer must designate one lead consultant, who will be responsible for the execution of the mission and will carry out the key tasks described in the contract.

The tenderer must include the CV of the designated lead consultant in their offer.

The evaluation of the offers will focus on the experience of the lead consultant in various relevant areas, such as (illustrative and non-exhaustive list):

- Direct experience working with or for Development Finance Institutions (DFIs), Multilateral Development Banks (MDBs) or impact investment funds in the health or pharmaceutical sector.
- Investment expertise, including investment analysis, structuring and monitoring, carried out directly with or for DFIs, MDBs or impact investment funds.
- Knowledge of access-to-medicines and access-to-medical-products issues in LMICs, including familiarity with access challenges and relevant access frameworks (AAAQ, HIPSO, IRIS+, IFC Performance Standards) and policies.
- Understanding of the pharmaceutical manufacturing landscape, in particular the opportunities and challenges related to strengthening the pharmaceutical sector in Sub-Saharan Africa.
- Experience in the design or development of voluntary investment standards or impact measurement methodologies.
- Experience in developing analytical frameworks and managing complex, multi-stakeholder projects.
- Experience working with or for Unitaid, particularly on pharmaceutical sector investments, regional manufacturing, and/or access to medical products.
- Demonstrated ability to produce high-quality analytical and strategic documents, synthesising complex technical and policy information for diverse institutional audiences.

##### ***The quality of the tenderer's references (5 points)***

The tenderer shall attach to their offer a list of similar services carried out and completed within the past three years by the team or by the sole consultant. This list must include key details such as the amounts involved, dates of execution, and the recipients/clients of the services.

The contracting authority will assess the quality and relevance of these references.

Services will be considered similar if they relate to at least one of the following areas:

- Design, development, or assessment of investment frameworks or standards for Development Finance Institutions (DFIs) or Multilateral Development Banks (MDBs) in the health or pharmaceutical sectors.
- Analytical or advisory work on access to medical products or on pharmaceutical manufacturing in LMICs, including the development of access-related criteria, metrics, or frameworks for medical products.

**Minimum requirements:**

**The lead consultant must be an individual expert and must meet the following minimum requirements:**

- A minimum of 10 years of relevant professional experience across the following three areas:
  - (a) Demonstrated prior experience working directly with or for Development Finance Institutions (DFIs), Multilateral Development Banks (MDBs) or other major investors
  - (b) Access to medicines and pharmaceutical manufacturing
  - (c) Criteria and standards development: design or development of voluntary investment standards or impact measurement frameworks
- Fluency in written and spoken English is required.

**3.3.7.3 Final score**

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

Please note that, in accordance with Article 85 of the Law of 17 June 2016, the contracting authority is under no obligation to award the procurement contract.

The contracting authority may decide either not to award the contract or to restart the procedure, if necessary using a different award method.

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

## 4 Special contractual provisions

This chapter holds the specific provisions that apply to this public contract as a complement or an elaboration of the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the GIR apply in full.

These Tender Specifications derogate from article 19 of the General Implementing Rules – GIR established in the Royal Decree of 14.01.2013 (see Article 4.5 below).

### 4.1 Managing official (Art. 11)

The managing official is Mr. Jean-François Michel, Project Manager TESS MAV +.

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

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

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews.

However, for amendments or any other commitment that constitutes a decision binding the competent authority, the contracting authority must be represented by two persons duly mandated to legally bind Enabel vis-à-vis third parties.

Any commitment, modification, or agreement that is not provided for in, or that derogates from, these Tender Specifications and has not been formally notified by the contracting authority shall be deemed null and void.

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

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

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

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

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

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

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR).

The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

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

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

### **4.4 Protection of personal data**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.6 Performance bond (Art. 25 to 33)**

For this procurement contract no performance bond is required.

#### **4.7 Conformity of performance (Art. 34)**

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

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

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

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

1. Impositions affecting the contract amount (art. 38/8);
2. Unforeseeable circumstances detrimental to the contractor (art. 38/9);
3. Unforeseeable circumstances favourable to the contractor (art. 38/10);
4. Acts of the contracting authority and the awardee (art. 38/11);
5. Compensation for suspensions ordered by the contracting authority and incidents during the procedure (art. 38/12).

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

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

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

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

## **4.10 End of the procurement contract**

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

Only services that have been properly executed may be invoiced.

Once the contracting authority has received the list of services performed and/or the invoice, and the performance of the services has been verified in accordance with the procedures set out in the contract documents, it shall carry out the necessary checks, perform the acceptance formalities, and notify the service provider of the outcome. Verification of the services performed shall be carried out within the 30-day processing period referred to in the first paragraph of Article 160 of the Royal Decree of 14 January 2013.

If the services are completed before or after this date, the service provider shall inform the contracting authority's representative in writing and request that the acceptance procedure be initiated.

The acceptance thus issued shall be deemed final.

### **4.10.2 Invoicing and Payment of Services (Articles 66 to 72 – 160)**

The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that the services (or part thereof) have been performed.

Payment may only be made once the contracting authority is in possession of the duly issued invoice, the list of services performed, and any other required documents.

Only properly executed services may be invoiced.

The service provider shall send a single copy of the invoices, together with the original acceptance report, to the following address:

To the attention of Mr. Jean-François Michel, Project Manager – TESS MAV + ([jean-francois.michel@enabel.be](mailto:jean-francois.michel@enabel.be)) and [ines.boudghene@enabel.be](mailto:ines.boudghene@enabel.be)  
Rue Haute 147  
1000 Brussels  
Belgium

Invoices must be denominated in EURO.

Only services that have been performed correctly may be invoiced.

#### Possible Payment Tranches & Schedule

The assignment is scheduled to take place between the notification of the award and not later than 30th of June 2026.

A suggested timeframe is provided below. Each deliverable must be approved by Enabel before the consultant may proceed to the subsequent phases of the assignment.

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

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

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

<b>Tranche</b>	<b>Deliverable</b>	<b>Payment %</b>
1	deliverable 1 validation	20
2	deliverable 2 validation	20
3	deliverable 3 validation	20
4	Final	40

Note: Deliverables may be adjusted based on need / opportunity

#### **4.10.3 Advance payment**

In accordance with Article 12/1, paragraph 2, 1° of the Law of 17 June 2016, an advance payment may be granted to the service provider. However, the payment of this advance is subject to the submission of a dated written request.

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

Payment of the advance may be suspended if Enabel finds that the service provider is failing to comply with its contractual obligations or is violating the provisions of Article 7 of the Law of 17 June 2016.

The advance granted will be deducted from the amounts due to the awarded tenderer as follows:

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

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

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

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

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

## 5 Terms of Reference

### 5.1 General information

As part of the Team Europe Initiative on Manufacturing and Access to Vaccines, Medicines and Health Technologies (TEI MAV+), the European Commission (DG INTPA) has identified the need for a voluntary, investor-facing framework to ensure that growing investments in pharmaceutical manufacturing in low- and middle-income countries (LMICs) translate into concrete and sustainable improvements in access to affordable, quality health products. **This initiative is referred to as the Criteria & Operational Milestones for Pharmaceutical Access through Scalable Investment (COMPASS).**

Development Finance Institutions (DFIs) and Multilateral Development Banks (MDBs) are increasingly mobilizing development and blended finance to support local and regional pharmaceutical manufacturing capacity, particularly in Africa. However, pharmaceutical manufacturing investments do not automatically result in the timely availability of affordable, adapted, quality-assured health products reaching populations in need. In the absence of explicit access-related expectations, investments may not necessarily serve public health priorities, align with country health system realities, or meet the needs of affected communities. There is currently no shared, operational framework that translates access principles into practical guidance for health product manufacturing investments.

The Team Europe Support Structure (TESS) for the AU-EU Health Partnership has already provided technical support to the initiative and developed a first draft of the COMPASS conceptual framework, including a stakeholder mapping (Annex 1) and landscape review of some access policies (Annex 2). The present assignment builds directly on this preparatory work and aims to consolidate and complete an initial framework document that can serve as the foundation for the subsequent phases of the initiative, which might be taken forward with Unitaid in the lead.

Unitaid has been identified as the potential host organisation for COMPASS, given its 20 years of experience translating access principles into enforceable, context-specific practice across the full access continuum, and its recognised role as a neutral and trusted convener across public and private actors in global health.

### 5.2 Description of the services

#### 5.2.1 General objectives

The general objective of this assignment is to develop an initial COMPASS methodological framework, building on the draft policy landscape and stakeholder mapping developed by TESS. The objective is to produce a solid, evidence-based foundational document ready to be handed over for the subsequent phases of the initiative. This document will help the future host of this initiative – potentially Unitaid - and the European Commission refine the next steps and associated efforts.

The initial framework will provide: (i) a comprehensive mapping of relevant stakeholders and existing access-related frameworks used by DFIs, MDBs and other investors; (ii) a methodological framework defining how the actual COMPASS access criteria will be developed in subsequent phases, including the conceptual architecture, guiding principles, and process for criteria development; and (iii) a refined theory of change, scope definition, and detailed roadmap for the subsequent phases of the initiative.

## 5.2.2 Specific objectives

The specific objective of this assignment is to deliver, by 30 June 2026, a completed initial COMPASS framework document that is technically sound, investor-relevant, and ready to support the next phases of the initiative (stakeholder consultations, governance design, criteria development and piloting in at least one DFI, dissemination).

## 5.2.3 Activities proposed

Under the general supervision of Enabel, the consultant will carry out the following tasks:

### **Task 1: Stakeholder mapping and Landscape review of existing frameworks and access policies**

The consultant will first review and analyse the first drafts of the stakeholder mapping and landscape review developed by TESS, the COMPASS concept note prepared by Unitaid (January 2026- still under discussion with the European Commission and not yet finalised, Annex 3), and any other relevant background materials provided by the contracting authority. The consultant will identify gaps, inconsistencies, and areas requiring further development and finalize a comprehensive stakeholder mapping identifying key actors relevant to the COMPASS initiative, including DFIs, MDBs, investment funds, philanthropic donors, pharmaceutical manufacturers, regulatory bodies, civil society organisations, patient groups, academics, and technical experts. The mapping will describe each actor's role, relevance to access-to-medicines investment, and potential engagement in the initiative.

The consultant will finalize the landscape review of: (a) existing access-related policies of major investors active in pharmaceutical manufacturing in LMICs (including Proparco, KFW-DEG, EIB, BIO, IFC, Invest International, philanthropies and others); (b) relevant impact and access measurement frameworks (AAAQ, HIPSO, IRIS+, IFC Performance Standards, ESG frameworks) and their relevance and applicability for COMPASS.) The review will identify what is relevant and useful as key lessons learnt for the design of b-COMPASS.

### **Task 2: Design of the methodological framework for the development of the COMPASS access criteria**

The purpose of this task is not to draft the COMPASS access criteria themselves, but to design the methodological and structural framework that will guide its development in subsequent phases. Building on the outputs of Tasks 1 to 3, the consultant will produce a detailed methodology document addressing the following dimensions:

#### *2a. Typology of pharmaceutical manufacturing investments and access implications*

The consultant will develop a structured typology of investment types and product categories covered by COMPASS (essential medicines, vaccines, diagnostics etc.), and market contexts (Sub-Saharan Africa focus, with a view to broader LMIC applicability), evaluating the need for a differentiated, proportional approach to criteria design against a single universal standard.

#### *2b. Methodology for criteria development: process, evidence base and stakeholder engagement*

The consultant will design the methodology by which the actual criteria will be developed in subsequent phases. This includes: (i) the process for identifying and selecting relevant access dimensions and translating them into measurable criteria; (ii) the evidence base to be used (existing frameworks, DFI practice, public health literature, country-level data); (iii) the stakeholder engagement methodology – who to consult (DFIs, MDBs, manufacturers, civil society, regulators, country authorities), how (interviews, roundtables, online surveys, expert

panels), and at what stage of the process; and (iv) the validation process to ensure the criteria are technically robust, investor-relevant, and practically implementable.

### *2c. Guiding principles and boundary conditions*

The consultant will evaluate and articulate the guiding principles that must govern the design of the COMPASS criteria — including proportionality, complementarity with existing ESG and impact frameworks (HIPSO, IRIS+, IFC Performance Standards), practicality for investment due diligence and structuring processes, and voluntary but credible self-assessment. The consultant will also define the boundary conditions: what COMPASS is not (e.g. not a certification scheme, not a procurement standard, not a replacement for WHO frameworks), and the key design trade-offs that will need to be navigated (e.g. standardisation vs. flexibility, ambition vs. feasibility for manufacturers in LMICs).

### **Task 3: Roadmap for subsequent phases — what, how, and key challenges**

A core deliverable of this assignment is a detailed and actionable roadmap for the subsequent phases of COMPASS (governance design, criteria development, piloting, and dissemination). This roadmap should go beyond a generic timeline and provide substantive guidance on what needs to be done, how, and what the main challenges and risks are. It should cover the following elements:

#### *3a. Phase-by-phase sequencing and logic*

For each subsequent phase (governance and management structure design; stakeholder engagement and criteria development; piloting with DFIs; promotion and integration; monitoring and evaluation), the roadmap will describe: the purpose and expected outputs; the sequence of activities and their interdependencies; the indicative timeline and resource requirements; and the roles of the key actors (European Commission/DG INTPA, Unitaid, Enabel/TESS, DFIs, and others).

#### *3b. Conditions for success and critical path*

The consultant will identify the key conditions for success of COMPASS and the critical path elements — i.e. decisions or outputs that must be in place before subsequent steps can proceed. This includes clarifying host's (potentially Unitaid) formal engagement and governance role. For DFIs, it will identify which incentives might lead them to engage with such a criteria framework, and what would help demonstrate its value to them.

#### *3c. Key challenges and risks*

The roadmap will include a structured risk and challenge analysis covering: (i) political and institutional risks (resistance from DFIs or the private sector; risk of fragmentation if competing initiatives emerge; challenges of sustaining multi-stakeholder momentum over time); (ii) technical risks (difficulty of designing criteria that are simultaneously ambitious, proportional, and practically enforceable across very different investment contexts; risk of criteria becoming too generic to drive meaningful change); (iii) operational risks (tight timelines; dependency on Unitaid's institutional readiness; need for sustained EC funding and political engagement); and (iv) risks related to the piloting phase (limited availability of live transactions; confidentiality constraints on DFI deal data; risk that pilot results do not translate into durable adoption). For each risk, the consultant will propose mitigation measures or decision points.

#### 5.2.4 Expected outcomes

The expected outcomes of this assignment are: (i) a finalised stakeholder mapping identifying and characterising key actors relevant to COMPASS and their potential engagement across the phases of the initiative; (ii) a completed landscape review of existing DFI/MDB access policies and relevant access frameworks (iii) a COMPASS initial framework document providing the methodological foundation from which the actual access criteria will be developed in subsequent phases; (iv) a detailed and actionable roadmap for subsequent phases, including phase-by-phase sequencing, conditions for success, and a structured risk analysis with mitigation measures; and (v) a final presentation to Enabel (TESS), the European Commission (DG INTPA), and UNITAID, serving as the formal handover of outputs and basis for agreeing next steps.

### 5.3 Place and duration

The various activities will begin following the preparatory phase, with the implementation period estimated at 40 days and ending no later than 30 June 2026.

### 5.4 Reports/Deliverables

The consultant will produce the following deliverables by 30 June 2026:

**Deliverable 1 by 22 May— Stakeholder mapping:** A structured document identifying and characterising the key actors relevant to COMPASS, their roles, interests, and potential engagement in the initiative across its different phases.

**Deliverable 2 by 22 May— Landscape review:** A structured analytical report reviewing existing DFI/MDB access policies and commitments in pharmaceutical manufacturing investments, and mapping relevant impact, access and ESG frameworks. The report will draw lessons for the design of COMPASS and identify what already exists that COMPASS can build on or align with.

**Deliverable 3 by 12 June— COMPASS initial framework document:** The central output of the assignment. This document consolidates all previous work into a coherent, validated initial framework comprising: (i) the typology of investment types and access to medical products determinants ; (ii) the methodological framework for developing the actual criteria in subsequent phases (process, evidence base, stakeholder engagement, validation); (iii) the guiding principles and boundary conditions; and (iv) the enabling conditions required alongside the criteria; (v) the conceptual architecture of the COMPASS criteria (how they will be structured, layered, and differentiated). This document does not contain the final access criteria themselves – it provides the rigorous methodological foundation from which the criteria will be developed the following phases, with Unitaid in the lead.

**Deliverable 4 by 26 June— Roadmap for subsequent phases:** A detailed and actionable roadmap covering the subsequent phases (governance design, criteria development, piloting, and dissemination), including the phase-by-phase sequencing, conditions for success, critical path, key challenges and risks with mitigation measures. This roadmap will serve as the primary operational planning document for the host of this initiative – potentially Unitaid- and the European Commission as they take the initiative forward.

**Deliverable 5 – Final presentation on 29 June 2026:** A presentation to Enabel (TESS), the European Commission (DG INTPA), and Unitaid, summarising the findings of the assignment, the key features of the initial framework, and the recommended roadmap.

This presentation will serve as the formal handover of the assignment outputs and the basis for agreeing next steps.

Language: all documents will be delivered in English.

## 6 Forms

### 6.1 Identification forms

#### 6.1.1 Natural person

<p><b>I. PERSONAL DATA</b>  <b>FAMILY NAME(S)</b><sup>3</sup>  <b>FIRST NAME(S)</b>  <b>DATE OF BIRTH</b>  DD MM YYYY  <b>PLACE OF BIRTH</b>                      <b>COUNTRY OF BIRTH</b>  (CITY, VILLAGE)  <b>TYPE OF IDENTITY DOCUMENT</b></p> <p>IDENTITY CARD                      PASSPORT                      DRIVING LICENCE<sup>4</sup>                      OTHER<sup>5</sup>  <b>ISSUING COUNTRY</b>  <b>IDENTITY DOCUMENT NUMBER</b>  <b>PERSONAL IDENTIFICATION NUMBER</b><sup>6</sup>  <b>PERMANENT</b>  <b>PRIVATE ADDRESS</b>  <b>POSTCODE</b>                                      <b>P.O. BOX</b>                                      <b>COUNTRY</b>                                      <b>CITY</b>  <b>REGION</b><sup>7</sup>  <b>PRIVATE PHONE</b>  <b>PRIVATE E-MAIL</b></p>	
<p><b>II. BUSINESS DATA</b>                                      If YES, please provide business data and attach copies of the official supporting documents.</p>	
<p>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?  <b>YES NO</b></p>	<p><b>BUSINESS NAME (if applicable)</b>  <b>VAT NUMBER</b>  <b>REGISTRATION NUMBER</b>  <b>PLACE OF REGISTRATION</b>  <b>REGISTRATION CITY</b>  <b>COUNTRY</b></p>
<p><b>DATE</b></p>	<p><b>SIGNATURE</b></p>

<sup>3</sup> As indicated on the official document.

<sup>4</sup> Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, the United States and Australia.

<sup>5</sup> Failing other identity documents: residence permit or diplomatic passport.

<sup>6</sup> See table with corresponding denomination by country.

<sup>7</sup> 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**

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

## 6.2 Tender Form – price

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

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

<b>Description</b>	<b>Unit Price Excl. VAT</b> Daily rate (8 hours of work) proposed for the expert	<b>VAT Rate</b>	<b>Presumed quantity (Working Days)</b>	<b>Total Price Excl. VAT</b> = Unit Price × 40	<b>Total Price Incl. VAT</b> = Unit Price × 40
Criteria & Operational Milestones for Pharmaceutical Access through Scalable Investment (COMPASS) – finalisation of the initial framework for the access criteria process			40		

Certified true and accurate,

Done at ..... on .....

### 6.3 Declaration on honour – exclusion criteria

[I/We], [NAME(s) and FIRST NAME(s)], acting in my/our capacity as legal representative(s) of [name of tenderer/beneficiary/partner/contractor], hereinafter referred to as the "counterparty", declare(s) that \*:

*\*Please tick the appropriate boxes to confirm each situation.*

- The counterparty nor any of his directors was ever found guilty following an indefeasible judgement for one of the following offences:**
  - a. involvement in a criminal organisation
  - b. corruption
  - c. fraud
  - d. terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
  - e. money laundering or financing of terrorism
  - f. child labour and other trafficking in human beings
  - g. employment of foreign citizens under illegal status
  - h. creation of a shell company.
  
- The counterparty fulfils its obligations relating to the payment of taxes and social security contributions for an amount of more than EUR 3 000, except if it can demonstrate that a contracting authority owes it one or more unquestionable and due debts which are free of all foreseeable liabilities for an amount at least equal to that which it is in arrears in payment of tax or social charges.**
  
- The counterparty is not 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.**

**The counterparty has committed no serious professional misconduct which calls into question its integrity.** Are namely considered such serious professional misconduct:

- a. a breach of Enabel's Policy regarding sexual exploitation and abuse;
- b. a breach of Enabel's Policy regarding fraud and corruption risk management;
- c. a breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace;
- 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 Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition.
- e. 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.

#### **Regarding conflicts of interest:**

*Please tick the applicable situation*

- the Counterparty or any of its officers is not in any actual or potential conflict of interest situation and has no actual or potential business or family relationship, and does not reasonably appear to have any such relationship, with any member of the board of directors of Enabel or any member of its staff, or any other person who has

been or could reasonably be directly or indirectly involved in (i) the preparation of the tender documents, call for proposals or any other contract, (ii) the selection procedure, or (iii) the execution of the contract, grant or contract.

**or**

- the counterparty informs Enabel of any actual, potential or reasonably perceived conflict of interest that may affect, or may reasonably be perceived to affect, impartiality in the procurement process, the award of a grant or any other contract, including the selection process and the execution thereof.

→ *Please provide a detailed description of any actual, potential or reasonably perceived conflicts of interest, including their nature and the persons involved.*

- 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.**
- Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.**
- The counterparty is not on the lists of persons, groups or entities subject to United Nations, European Union or Belgian [add other name list if applicable]**

For the **United Nations**, the lists can be consulted at the following address:  
[International financial sanctions \(United Nations\) | FPS Finances](#)

For the **European Union**, the lists can be consulted at the following address:  
[European sanctions | FPS Finances](#)  
[EU Sanctions Map](#)

For **Belgium**:  
[National financial sanctions | FPS Finances](#)

**[I/We undertake] to inform Enabel without delay of any change in the situation with regard to the above, including any sanctions or embargoes adopted by the United Nations, the European Union and/or Belgium and France following our signature of this Declaration.**

Done at [indicate place], on [DATE].

Name(s) of undersigned and signature(s)

## 6.4 GDPR clauses

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

The subcontractor undertakes to:

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

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

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

7. **Information rights of data subjects**

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

Where possible, the subcontractor shall assist the controller to fulfil his obligation in responding to data subject rights requests: right to access, to change, right to erasure ('right to oblivion') and opposition, right to limit processing, right to transfer data, right not to be subject to an automated individual decision (such as profiling).  
The subcontractor must respond, in the name and on behalf of the controller and within the terms set by the European Data Protection Regulation, to any requests of

persons concerned exercising their rights where it pertains to data that are the subject-matter of subcontracting under this contract.

**9. Notification of personal data breaches**

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

The notification shall at least:

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

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

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

**11. Security measures**

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

**12. Processing of data**

The subcontractor undertakes upon completing data processing service delivery to:

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

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

**13. Data Protection Officer**

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

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

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

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

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

**15. Documentation**

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

## 6.5 Overview of the documents to be submitted with the offer

### 1. Forms:

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

### 2. Documents allowing the analysis of the award criteria (Section 3.3.8)

### 3. The articles of association, the mandate, or any other document demonstrating that the signatory of the submission report is authorized to bind the bidder vis-à-vis third parties

#### **Attention:**

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

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

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

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

## 7 Formal approval of the tender specifications and launch decision

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

Done in Brussels, 10 April 2026,

**Jean-François Michel**  
Project Manager – TESS MAV +



[Jean-François MICHEL \(Apr 10, 2026 13:00:09 GMT+2\)](#)

**Marie Sculier**  
Contract Support Manager – Global Projects

*Marie SCULIER*