



## TENDER SPECIFICATIONS

Public service contract for “**Mid-term Evaluation for the Employment and Livelihood Programme (ELP)**”

Reference No: **JOR23001-10043**

Country: **Jordan**

Negotiated Procedure without Prior Publication

*Deadline for requesting clarifications:* Until the **seventh day** before the deadline for submission of tenders

*An information session is organized:* **Yes**, for details see clause 3 of chapter 3 Award Procedure

*Deadline for submission of tenders:* **7 June 2026 at 15:00PM (Jordan Time)**

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# 1 GENERAL REMARKS

## 1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, 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), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. 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.
- 1.3. For this public contract Enabel, in Jordan, is represented by :

Name	Position
Heidi De Pauw	Country Director

- 1.4. **Attention : even if Enabel as contracting authority is based in Belgium, Enabel has different “permanent establishments” in partner countries, who are 'customer' in the sense of tax legislation.<sup>1</sup> As a result, services of this contract are deemed to be located in Jordan and applicable tax legislation is legislation of Jordan. For more information on this tax regime, you can contact Karmel Al Salqan, Contract Support Manager (clause 2 of chapter 3 Award Procedure).**

## 2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
  - (a) The Law of 17 June 2016 on public procurement;
  - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
  - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
  - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
  - (e) Circulars of the Prime Minister with regards to public procurement;
  - (f) Enabels policy regarding sexual exploitation and abuse – June 2019;
  - (g) Enabels policy regarding fraud and corruption risk management – June 2019.
- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

<sup>1</sup> Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

### **3. APPLICABLE LAW AND COMPETENT COURTS**

3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.  
Global Procurement Services  
To the attention of Ms Laura Jacobs  
Rue Haute 147  
1000 Brussels  
Belgium

3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

## 2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

### 1. TYPE OF CONTRACT

- 1.1. This public contract is a service contract for provision of: The purpose of this assignment is to conduct a systemic Mid-Term Review (MTR) of the ELP Project in Jordan after 31 months of implementation.

### 2. LOTS

- 2.1. This public contract is not divided into lots.

### 3. ITEMS

- 3.1. This public contract consists of the items listed under clause 3 of chapter 7 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

### 4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and lasts for **30 days**.
- 4.2. This public contract **MAY NOT** be renewed.

### 5. VARIANTS

- 5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender, no variants will be accepted.

### 6. OPTIONS

- 6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

# 3 AWARD PROCEDURE

## SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

### 1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

### 2. FURTHER INFORMATION

#### 2.1. Public procurement administrator

The awarding of this public contract is coordinated by:

*Karmel Al Salqan*

*Contract Support Manager*

[karmel.alsalqan@enabel.be](mailto:karmel.alsalqan@enabel.be)

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

#### 2.2. Requesting clarifications

Prospective tenderers have until **May 31, 2026**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 2.1 ([karmel.alsalqan@enabel.be](mailto:karmel.alsalqan@enabel.be)), and will be answered in the order received.

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

### 3. INFORMATION SESSION

The contracting authority is organizing an information session for prospective tenderers. The information session will take place on **19 May 2026** at **11 (Jordan Time)**. The session will be conducted virtually (online) via the following **Microsoft Teams meeting**

**Join:** <https://teams.microsoft.com/meet/38228095362738?p=3AOqoNA395tjomFmc2>

Meeting ID: 382 280 953 627 38

Passcode: u7EB3xU9

Participation in the information session is optional.

## SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

### 4. VALIDITY PERIOD OF TENDERS

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

### 5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in:
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 5.5. The tenderer must use the tender forms provided in the annex:
  - (a) Identification form (clause 1 of chapter 7 Forms);
  - (b) List of subcontractors (clause 2 of chapter 7 Forms);
  - (c) Tender form - Prices (clause 3 of chapter 7 Forms)
  - (d) Declaration on honour - Exclusion grounds (clause 4 of chapter 7 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.
- 5.6. The tenderer also attaches the following to his tender:
  - (a) All documents demanded for the application of award criteria (see clause 14);
  - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
  - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 5.7. 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:
  - (a) Identification form (clause 1 of chapter 7 Forms);
  - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 7 Forms);
  - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
  - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 5.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.

## 6. TENDER CURRENCY

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

## 7. DETERMINATION OF PRICES

- 7.1. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, 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.

## 8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his unit and global prices any charges and taxes generally applied to services according to the applicable tax legislation of Jordan, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable. As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Jordan, the attention of tenderers who are non-tax residents of Jordan is drawn to the tax on the profits of non-residents (10%) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Jordan. The 10% non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.
- 8.2. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
- (a) Administrative management and secretariat services;
  - (b) Travel, transportation, and insurance;
  - (c) Documentation related to the services;
  - (d) Delivery of documents or records associated with the performance of the contract;
  - (e) Packaging;
  - (f) Training required for operation;
  - (g) Where applicable, the measures imposed by occupational safety and worker health legislation;
  - (h) Customs and excise duties for equipment and products used.
  - (i) Acceptance costs.
- 8.3. All relevant costs must be factored into the prices for this public contract.

## SECTION (C) - SUBMISSION OF TENDERS

## 9. SUBMISSION OF TENDERS

- 9.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 9.2. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.

Consequently, the submission of tenders on paper is prohibited, and the contracting authority will only consider tenders submitted electronically.

- 9.3. It must be submitted:
- 9.4. a) By email naming the tender name and the reference number mentioned above.

**Mailbox PROCUREMENT PSE <procurement.pse@enabel.be>**

- 9.5. The service can be reached on working days during office hours: from 9 am 4 pm. **Tenders must be submitted no later than 7 June 2026 at 15:00PM (Jordan Time).**
- 9.6. The format of the documents should be .pdf or equivalent.

## **10. TENDER SIGNATURE**

- 10.1. The tenderer is not required to sign the tender and its annexes individually when uploading them to the electronic platform.

**These documents shall be signed globally by affixing an electronic or scanned handwritten signature on the accompanying submission report.**

- 10.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 10.3. 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.

## **11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS**

- 11.1. Tenders must be in the possession of the contracting authority before **7 June 2026 at 15:00PM (Jordan Time)**.
- 11.2. Tenders are opened behind closed doors via the e-Procurement platform.

## **SECTION (D) - SELECTION, AWARDING & CONCLUSION**

## **12. EXCLUSION GROUNDS**

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 7 Forms).
- 12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators.
- 12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation.

The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.

- 12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 12.7. The contracting authority will directly obtain any information or documents that can be accessed 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), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**  
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

### 13. OVERVIEW OF THE PROCEDURE

- 13.1. In a first phase, the tenders submitted by the tenderers will be evaluated as to their formal and material regularity.
- 13.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 13.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 14). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 13.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 13.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 14) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds.

### 14. AWARD CRITERIA

- 14.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

Award Criterion	Criterion Weight (%)	Criterion Formula	Evaluation or
- Qualification and experience of the expert proposed	30		
- Technical proposal including proposed methodology, timeline and explanation of relevant experience related to the assignment	40		
-Price	30	Points tender A =(((Amount of lowest Tender ×30 ))/(Amount of Tender A)	

14.2. The scores for the award criteria will added up. This public contract will be awarded to the tenderer that submitted the tender 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.

## 15. AWARDING THE PUBLIC CONTRACT

15.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

15.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

## 16. CONCLUDING THE CONTRACT

16.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the succesful tenderer of the approval of their tender.

16.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

16.3. The full public contract consists of the following documents:

- (a) These tender specifications and their annexes;
- (b) The approved BAFO and all of its annexes;
- (c) The registered letter notifying the award decision;
- (d) Any later documents accepted and signed by both parties, as appropriate.

16.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

## 4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), 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 "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

### SECTION (A) - GENERAL

#### 3. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

#### 4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract is **Duccio Ferraro, Project Manager**, email: [duccio.ferraro@enabel.be](mailto:duccio.ferraro@enabel.be). The managing official is responsible for overseeing the performance of the contract.
- 4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.
- 4.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

#### 5. CONFIDENTIALITY (ART. 18)

- 5.1. Service providers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

- 5.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

## 6. PROTECTION OF PERSONAL DATA

### 6.1. 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 the 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.

### 6.2. Processing of personal data by the service provider

Where during contract performance, the service provider processes personal data of the contracting authority 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 service provider 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.

Given the public contract, it is to be considered that the contracting authority and the service provider will each be responsible, individually, for the processing.

## 7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.
- 7.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

## SECTION (B) - FINANCIAL GUARANTEES

## 8. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

## SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

### 9. CONFORMITY OF PERFORMANCE (ART. 34)

The services must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

## SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

### 10. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)

#### 10.1. Scope

The clause may be applied in case the service provider is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the "GIR") or after taking an ex officio measure (art. 47 of the "GIR").

#### 10.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the service provider already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new service provider.

#### 10.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial service provider), the contracting authority shall address itself:

- (a) either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;

- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new service provider. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial service provider, and compared to the original tender of the new service provider. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new service provider), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial service provider by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR". If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

## **11. REVISION OF PRICES (ART. 38/7)**

Price revisions are not allowed under this contract.

## **12. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)**

- 12.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 12.2. 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 may be agreed.
- 12.3. When activities are suspended, based on this clause 12.3, the service provider 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.
- 12.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
  - (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
  - (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;

- (c) The suspension occurs during the contract's performance period.

### **13. UNFORESEEABLE CIRCUMSTANCES**

- 13.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

### **14. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)**

- 14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 14.2. Such price revision is only possible if both the following conditions apply:
- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
  - (b) 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 of the "GIR".
- 14.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.
- In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

### **15. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)**

- 15.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.
- 15.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

## SECTION (E) - CONTROL AND MONITORING OF THE PUBLIC CONTRACT

### SECTION (F) - PERFORMANCE MODALITIES

#### 16. ORDER FORMS (ART. 146)

#### 17. DEADLINES AND TERMS (ART. 147)

17.1. The service provider must complete the services within **30 working days**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

#### 18. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address:  
**The country of the residence of the service provider..**

#### 19. INSPECTION OF THE SERVICES (ART. 150)

19.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.

19.2. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

#### 20. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)

20.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.

20.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfill its obligations.

## SECTION (G) - MEANS OF ACTION

#### 21. FAILURE OF PERFORMANCE (ART. 44)

21.1. The service provider shall be considered in breach of this public contract under the following circumstances:

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;

- (c) When the service provider fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the service provider either by registered post or e-mail (with proof of the exact dispatch date).

- 21.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.
- 21.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the "GIR".

## 22. FINES FOR DELAY (ART. 46 AND 154)

- 22.1. Fines for delay differ from penalties referred to in Article 45 of the "GIR". They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.
- 22.2. Fines for delay are calculated, according to Article 154 of the "GIR", at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.
- 22.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.
- 22.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

## 23. MEASURES AS OF RIGHT (ART. 47 AND 155)

- 23.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the "GIR", to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 23.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.
- 23.2. The measures as of right are:
  - (a) Unilateral termination of the 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;
  - (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
  - (c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

## SECTION (H) - END OF THE PUBLIC CONTRACT

### 24. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)

- 24.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.
- 24.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 24.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the "GIR" (clause 25).
- 24.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.
- 24.5. The acceptance process is final and concludes the services under the contract.

### 25. INVOICING AND PAYMENT (ART. 66-72 AND 160)

- 25.1. 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 all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.
- 25.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 25.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Enabel - Belgian Development Agency, 22, Abdallah Ar-Rihani St., Swefieh, Amman, Jordan.**
- 25.4. Payment will be made in one instalment upon provisional acceptance of the services.

## 5 TERMS OF REFERENCE

### 5 BACKGROUND AND JUSTIFICATION

#### 5.1 Project Form

<b>Title of the intervention</b>	Employment and Livelihood Programme (ELP): Socio-economic empowerment for youth, Syrian refugees and women in Jordan
<b>Code of the intervention</b>	JOR23001
<b>Location</b>	Jordan
<b>Total budget</b>	6.5 million €
<b>Partner institution</b>	<p>Implementing Partners:</p> <ul style="list-style-type: none"> <li>• Technical and Vocational Skills Development Commission (TVSDC) now known as Accreditation and Quality Assurance Commission (AQAC)</li> <li>• Leaders International</li> <li>• Partners for Good</li> </ul> <p>Knowledge Partner: Expectation State</p>
<b>Target groups</b>	<ul style="list-style-type: none"> <li>• Youth (18-35 years), Syrian refugees (35% of the targeted beneficiaries), and women (50% of the targeted beneficiaries)</li> <li>• Employers of/and micro, or small and medium size enterprises</li> <li>• Business development/support services coaches</li> <li>• Vocational Training Institutions (VTIs)</li> <li>• Local authorities and stakeholders in charge of the refugees' response on livelihood and socio-economic opportunities</li> </ul>
<b>Impact<sup>2</sup></b>	Enhanced socio-economic empowerment for youth, Syrian refugees, and women in Jordan
<b>Outcome</b>	Youth, Syrian refugees, and women are equipped with demand-driven skills and supported to access inclusive and decent employment.
<b>Outputs</b>	<b>Result 1:</b> Youth, Syrian refugees and women in Jordan are equipped with demand-driven skills and supported to access inclusive and decent employment opportunities
	<b>Result 2:</b> New and existing micro businesses are supported towards more resilient and sustainable outcomes
	<b>Result 3:</b> Evidence related to the inclusion of refugees and their hosts through economic opportunities and livelihoods is supported and it provides the basis for more inclusive policymaking and programming, monitoring and implementation of sector policies
<b>Period covered by the evaluation</b>	Nov 2024 – May 2026

Previous (self)assessment of the project1

Source	Relevance	Effectiveness	Efficiency	Sustainability
Annual Report 2024	A	B	B	A
Annual Report 2025	A	B	B	A

**Context and rationale**

**Context of the evaluation**

The ELP program is financed by the European Union under the EU Support to livelihoods under the regional response to the Syrian crisis, an Annual Measure in favour of the Hashemite Kingdom of Jordan for 2022. The Action implemented by ENABEL Jordan, officially started in September 2023 and will last for 50 months, until November 2027.

Its strategic approach is grounded in a combination of work-based learning, direct employment promotion, and support to micro and small enterprises, with a strong focus on addressing skills mismatches, strengthening partnerships with the private sector, and generating robust evidence to inform policy and programming on livelihoods for refugees and host communities.

The general objective of the program is:

“Enhanced socio-economic empowerment for vulnerable Jordanian youth and Syrian refugees in Jordan”.

Contribution to the general objective will be achieved through the following specific objective: “Vulnerable Jordanian youth and Syrian refugees have increased access to decent employment and entrepreneurial opportunities in Jordan”.

The specific objective will be achieved through the following three key results, addressing needs and constraints of different beneficiaries:

Result 1: Vulnerable Jordanian youth and Syrian refugees are equipped with demand-driven skills and supported to access inclusive and decent employment.

Result 2: Vulnerable Jordanian youth and Syrian refugees are supported to create or develop micro- or small businesses that are relevant to their local economies.

Result 3: Evidence related to inclusion through economic opportunities and livelihoods is enhanced for refugees and host communities and provide the basis for more inclusive policy dialogue, programming, monitoring, planning and implementation for national and local public sector actors.

The first result aims at addressing both the skills mismatch in the Jordanian labour force and high unemployment rates among vulnerable Jordanian youth and Syrian refugees, through public private partnerships in human capital development that facilitate an effective transition from learning to work and increase career opportunities. As such, the first result contributes to building a workforce equipped with quality and relevant skills, as well as their connection to employers seeking skilled workers.

The second result addresses the lack of employment opportunities for vulnerable Jordanian youth and Syrian refugees by supporting both self-employment and job creation through the creation and development of micro and small businesses for sustainable livelihoods.

The third result will foster the production and centralization of data and analysis to feed both the ongoing intervention (Results 1 & 2) as well as enhance evidenced-based policy dialogues programming, monitoring planning and implementation of the refugee response related to inclusion through socio-economic opportunities and livelihood.

Target groups and beneficiaries:

Unemployed vulnerable Jordanian youth, women and Syrian refugees aged 18-35 years, with Syrian refugees representing 35% of participants and women 50% of the overall target group

Graduates of TVET institutions

Employers of and micro- or small-size enterprises

Business development/support services coaches

Local authorities and stakeholders in charge of the refugees' response on livelihood and socio-economic opportunities

Final beneficiaries of the intervention:

TVET institutions and Employers' organisations/Business Membership Organisations (BMOs) involved in skills development

Private incubators/accelerators, NGOs, CSOs involved in business development and self-employment support for vulnerable groups

Business support/development service providers

Institutions involved in refugees' response on livelihood and socio-economic opportunities

## **Purpose**

The purpose of this assignment is to conduct a systemic Mid-Term Review (MTR) of the ELP Project in Jordan after 31 months of implementation. This evaluation serves the purpose of project steering and aims to assess whether the current project strategy, execution plan and quality of results are sufficient to meet the final objectives. The review will identify gaps as well as best practices and formulate prioritized, actionable recommendations to ensure the project reaches its planned outcomes within the remaining 18 months.

## **Evaluation Scope**

The Mid-Term evaluation will cover the period from November 2024 until May 2026. The mid-term evaluation will cover the overall implementation of the ELP project and will include:

## **Geographical Scope**

The evaluation will focus on all ELP intervention areas in Jordan, in particular: Governorates where ELP is implemented (Amman, Mafraq, Irbid, Karak, Tafila, Aqaba) with high concentrations of vulnerable Jordanian youth, women, and Syrian refugees.

## **Thematic Scope**

All project outcomes and outputs, including:

Skills development and employability support for the targeted beneficiaries (WRP)

Work-based learning and employment opportunities (WBL).

Support to home-based business (HBBs) and micro & small enterprises: creation and development.

Evidence generation, action research and policy dialogues, including support to municipalities.

## **Stakeholder Scope**

The review will engage with a wide range of stakeholders, including:

Enabel ELP project team.

Implementing partners (NGOs, -TVET institutions, and private sector partners)

Beneficiaries (trainees, CSOs, MSME owners, HBB owners, entrepreneurs and municipalities)

Employers, mentors, and coaches (supporting BNFs' skills development and employment)

Relevant national and local authorities' stakeholders involved in TVET, employment, and refugees.

## **Assignment questions**

The Mid-Term Evaluation will be guided by the following key questions, structured around four main areas: Relevance, Efficiency, Effectiveness and Coherence.

### **Relevance**

To what extent do the project objectives remain aligned with the needs of the target groups, and how clearly are these objectives understood by all stakeholders, including beneficiaries, partners, and implementing staff?

This question aims to analyse the continued validity and quality of the project's logic in the current Jordanian context. It specifically investigates whether there is a common and accurate understanding of the project's goals across all levels of implementation. The evaluator must determine if misalignments in perception or changes in the local environment require a recalibration of the project's strategic focus.

To what extent have the project's operational systems, decision-making processes, and resource allocation facilitated or hindered the delivery of outputs and the achievement of milestones within the planned timeframe?

This question examines the relationship between resources used (financial, human, and technical) and results achieved. It explores key efficiency factors, including monitoring/coordination/communication systems and decision-making processes, as well as constraints or bottlenecks that may have affected timely and cost-effective delivery.

### **Effectiveness**

To what extent is the project on track to achieve the expected results, and what factors have contributed to or hindered the realization of the anticipated outcomes?

This question aims to analyze the differences between planned targets and current achievements. It assesses the quality of the outputs delivered so far and their contribution to the expected changes. The evaluator must determine if the current strategy is producing the desired effects or if certain approaches must be reviewed or intensified to reach the final objectives.

### **Coherence**

To what extent has the project been coherent with, and complementary to, other partners' activities?

This question explores complementarities and synergies with other relevant projects in Jordan. It aims to identify synergies/complementarities already in place or any overlapping / duplications to be corrected.

Based on the narrative findings, the evaluator shall provide prioritized recommendations structured around:

Immediate Operational Adjustments (Steering): Important/urgent corrective measures to address delays or dysfunctions in resource management, operational planning, in order to maximize the achievements and sustainability of planned results.

Sustainability and Transition (Sustainability): Early identification of pathways to ensure the durability of results beyond the project's lifespan, specifically in relation to Jordanian institutional ownership.

## **Evaluation Methodology**

The Mid-Term Review assignment shall apply a systematic, evidence-based, and participatory methodology combining qualitative and quantitative approaches to assess the efficiency and quality of programme implementation during the first phase of execution.

The methodology shall include, at a minimum, a comprehensive desk review of relevant programme documentation (including work plans, progress reports, and monitoring data), complemented by primary data collection through key informant interviews, focus group discussions, and other appropriate data collection tools. Quantitative and qualitative data analysis shall be applied, where relevant, to assess progress against planned targets and results.

The methodology shall ensure active engagement of relevant stakeholders throughout the review process, including implementing partners, institutional actors, and beneficiaries, to capture diverse perspectives and validate findings.

The methodology shall ensure triangulation of data sources and methods to strengthen the validity and reliability of findings. It shall also incorporate benchmarking against comparable national and international programmes, where relevant, to contextualize performance and identify good practices.

The analysis shall assess the extent to which planned activities have been implemented in line with approved work plans, timelines, and available resources, and shall identify key operational, coordination, and management challenges. It shall further examine variances between planned and achieved results, document good practices, and highlight gaps or unresolved issues.

Based on the findings, the Mid-Term Review shall provide clear, actionable, and forward-looking recommendations to support adaptive management and enhance the effectiveness, coherence, and overall performance of the programme during the remaining implementation period.

## **Expected work plan**

The following phases are proposed to conduct the assignment:

### **Inception phase:**

Briefing meeting with Enabel staff to ensure a mutual understanding of the ToR (TERMS OF REFERENCE) and the expected results of the assignment.

A Comprehensive Desk review: covering all relevant programme documentation, including work plans, progress reports, monitoring data, and other relevant materials.

Develop a work plan and inception report that includes strategies to collect and analyse quantitative and qualitative data. The inception report also should include:

Refined understanding of the assignment and key review questions

Detailed methodology, including data collection methods and tools

Stakeholder mapping and data collection plan

Data analysis and triangulation approach

Detailed work plan and timeline

The Inception Report shall be subject to review and validation by Enabel prior to proceeding to the subsequent phases.

**Data collection and analysis:**

Data collection shall be designed to generate robust evidence to assess implementation relevance, efficiency, effectiveness and coherence.

Primary and secondary data collection shall be conducted using appropriate qualitative and quantitative methods, including key informant interviews, focus group discussions, and review of available monitoring data.

Relevant stakeholders shall be engaged throughout the process, including implementing partners, beneficiaries, and institutional actors, to ensure diverse perspectives are captured.

Preliminary findings shall be presented to Enabel for validation and feedback.

**Reporting and presentation:**

A Draft Mid-Term Review Report shall be prepared and submitted, presenting key findings, analysis, and recommendations.

Following feedback from Enabel, a Final Report shall be submitted, incorporating all comments and ensuring that recommendations are clear, actionable, and forward-looking.

The final findings and recommendations shall be presented to Enabel and relevant stakeholders, as required.

The proposed methodology and work plan will be assessed as part of the applicant's technical offer. The final, detailed methodology and implementation plan for the Mid-Term Review will be further refined and agreed upon during the inception phase, in close consultation with the Enabel project team.

**Expected outputs and timing:**

The assignment is expected to be implemented from the date of contract signature and completed within a maximum period of 4 weeks, corresponding to an estimated 30 working days. The timeline below is indicative and may be refined during the inception phase in agreement with Enabel.

What	Timing
DL 1 - Inception report based on the recommendations from the inception meeting and desk review (max. 12 pages, including annexes):  Summary of initial findings from desk review participatory and mixed-method methodology Data collection tools (qualitative and quantitative) and review matrix Stakeholder mapping and sampling strategy Benchmarking approach (national and international, where relevant) Detailed work plan and responsibility matrix	10 days
DL 2 - Data Collection and Preliminary Analysis  Conduct participatory field data collection (KIIs, FGDs, etc.)  Engagement of key stakeholders (beneficiaries, partners, institutional actors)  Consolidate qualitative and quantitative data  Initial data analysis and triangulation of findings	10 days

Identification of key emerging themes related to efficiency, implementation, performance and learning	
DL 3 – Draft Mid-Term Review Report Including Executive summary (max. 2 pages) Final methodology and approach (including participatory approach and benchmarking) - Context and implementation overview Findings based on triangulated data (qualitative and quantitative) Analysis of challenges, gaps, and success factors efficiency, learning, challenges, gaps, and good practices Preliminary conclusions and recommendations	6 days
DL 4 - Validation Workshop Presentation of preliminary findings and recommendations Facilitated reflection with the project team and partners on key implementation challenges, tradeoffs, and lessons learned Joint prioritisation of recommendations and discussion of feasible management responses for the remaining implementation period Collection of feedback for report finalization	2 days
DL 5 – Final Mid-Term Review Report including Final findings and conclusions Clear, actionable, and prioritized recommendations A concise learning and management brief (max. 3–4 pages), summarising key lessons learned, critical implementation bottlenecks, and agreed priority adjustments for the remaining implementation period Annexes (date collection tools, list of stakeholders, benchmarking references, etc.)	2 days
Total amount of days	30 days

### Deliverables Structure and Format

Enabel provides the tenderer with a template for the evaluation report as well as for the executive summary. Both deliverables are systematically published on Enabel's public website (<https://open.enabel.be/>). Unless specific requests from the reference group arise, the tenderer is free to suggest and provide a presentation medium for the initial and final restitutions.

Project Description	Describe the policy context as well as development agency and partner policies, objectives, strategies & assess context's influence (socio-economic, political, cultural, institutional) on project performance. Describe and evaluate project logic, including underlying assumptions and success factors.
Methodology	Describe the methodology and its application, explain attribution/contribution to results, acknowledge constraints and their effects, detail data collection and analysis techniques, justify choices, explain limitations & shortcomings. Detail sources used, explain case study/sample selection, identify limitations in sample representativeness, cross-validate and assess sources validity & reliability. Explain limitations in process, methodology, data;

	discuss validity, reliability; highlight obstructions; explain discrepancies between planned and actual evaluation.
Analysis	Present findings, conclusions, recommendations, and lessons distinctly whilst maintaining a logical flow and substantiate conclusions with findings and analysis. Address all TOR questions, provide explanations when questions can't be answered, document original and revised questions.
Recommendations and Lessons Learned	Recommendations and any lessons follow logically from the conclusions. Any assumptions underlying the analysis are made explicit. Conclusions, recommendations and lessons are clear, relevant, targeted and actionable so that the evaluation can be used to achieve its intended learning and accountability objectives.

## 6 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 7 Forms);
- (b) List of subcontractors (see clause 2 of chapter 7 Forms);
- (c) Methodology
- (d) CVs of expert(s)
- (e) Tender form - Prices (clause 3 of chapter 7 Forms)
- (f) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 7 Forms);
- (g) All documents demanded in clause 14 of chapter 3 Award Procedure (award criteria);
- (h) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (i) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- (j) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

**1. IDENTIFICATION FORM**

**Identification form Natural person**

**This form must be completed, signed and accompanied by a legible photocopy of the identity document.**

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

<b>I. PERSONAL DATA</b>	
<b>FAMILY NAME(S)</b> <i>As indicated on the official document.</i>	
<b>FIRST NAME(S)</b> <i>As indicated on the official document.</i>	
<b>DATE OF BIRTH</b> <i>DD MM YYYY</i>	
<b>PLACE OF BIRTH</b> <i>(town, village)</i>	
<b>TYPE OF IDENTITY DOCUMENT</b> <i>(identity card, passport, driving licence etc.)</i>	
<b>ISSUING COUNTRY</b>	
<b>IDENTITY DOCUMENT NUMBER</b>	
<b>ADDRESS (permanent)</b> <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL</b>	
<b>II. BUSINESS DATA</b>	
<b>PLEASE SPECIFY YOUR STATUS:</b>	<input type="checkbox"/> Duly registered independent  <input type="checkbox"/> Unregistered self-employed (no official formalisation)  <input type="checkbox"/> other (please specify): ..... .....
<b>REGISTRATION NUMBER (if applicable)</b>	

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	

## Identification form Legal person

**This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.**

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

### PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

<b>OFFICIAL NAME</b> <i>As indicated on the official document.</i>	
<b>COMMERCIAL NAME</b> <i>(if different from official name)</i>	
<b>ABBREVIATION</b> <i>(if applicable)</i>	
<b>LEGAL FORM</b>	
<b>TYPE OF ORGANISATION</b> <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> <li>- FOR PROFIT</li> <li>- NOT FOR PROFIT</li> <li>- NGO</li> </ul>
<b>PRINCIPAL REGISTRATION NUMBER</b>	
<b>SECONDARY REGISTRATION NUMBER</b> <i>(if applicable)</i>	
<b>PLACE OF REGISTRATION</b> <i>City</i> <i>Country</i>	
<b>DATE OF REGISTRATION</b> <i>DD MM YYYY</i>	
<b>VAT NUMBER</b>	
<b>ADDRESS OF REGISTERED OFFICE</b> <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL</b>	

## 2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

<b>List of subcontractors planned to be engaged in the implementation of the contracts</b>			
<b>Name and legal form</b>	<b>Address / Registered office</b>	<b>Object of engagement</b>	

- 2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

### 3. TENDER FORM - PRICES

The 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.

PRICES <sup>3</sup>				
Deliverables Description	Tasks	Quantity of Days	Unit price in euros exclusive of VAT	Total price in euros exclusive of VAT
<b>DL 1 - Inception report</b>	kick off meeting	1		
	based on the recommendations from the inception meeting and desk review ( <i>max. 12 pages, including annexes</i> ): <ul style="list-style-type: none"> <li>- Summary of initial findings from desk review</li> <li>- participatory and mixed-method methodology</li> <li>- Data collection tools (qualitative and quantitative) and review matrix</li> <li>- Stakeholder mapping and sampling strategy</li> <li>- Benchmarking approach (national and international, where relevant)</li> </ul> Detailed work plan and responsibility matrix	9		
<b>DL2: Data Collection and Preliminary Analysis</b>	<ul style="list-style-type: none"> <li>- Conduct participatory field data collection (KIs, FGDs, etc.)</li> <li>- Engagement of key stakeholders (beneficiaries, partners, institutional actors)</li> <li>- Consolidate qualitative and quantitative data</li> <li>- Initial data analysis and triangulation of findings</li> <li>- Identification of key emerging themes related to efficiency, implementation, performance and learning</li> </ul>	10		
<b>DL3: Draft Mid-Term Review Including Report</b>	<ul style="list-style-type: none"> <li>- Executive summary (max. 2 pages)</li> <li>- Final methodology and approach (including participatory approach and benchmarking)</li> <li>- Context and implementation overview</li> <li>- Findings based on triangulated data (qualitative and quantitative)</li> <li>- Analysis of challenges, gaps, and success factors efficiency, learning, challenges, gaps, and good practices</li> <li>- Preliminary conclusions and recommendations</li> </ul>	6		

<b>DL 4 - Validation Workshop</b>	<ul style="list-style-type: none"> <li>- Presentation of preliminary findings and recommendations</li> <li>- Facilitated reflection with the project team and partners on key implementation challenges, tradeoffs, and lessons learned</li> <li>- Joint prioritisation of recommendations and discussion of feasible management responses for the remaining implementation period</li> <li>- Collection of feedback for report finalization</li> </ul>	2		
<b>DL 5 – Final Mid-Term Review Report including</b>	<ul style="list-style-type: none"> <li>- Final findings and conclusions</li> <li>- Clear, actionable, and prioritized recommendations</li> <li>- A concise learning and management brief (max. 3–4 pages), summarising key lessons learned, critical implementation bottlenecks, and agreed priority adjustments for the remaining implementation period</li> <li>- Annexes (date collection tools, list of stakeholders, benchmarking references, etc.)</li> </ul>	2		
<b>Total amount</b>				
<b>Total amount in words:</b> .....				

#### 4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

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

- The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**
  - a. Participation in a criminal organization;
  - b. Corruption;
  - c. Fraud;
  - d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
  - e. Money laundering or terrorism financing;
  - f. Child labor and other forms of trafficking in human beings;
  - g. Employment of third-country nationals in illegal residence;
  - h. Creation of offshore companies.
  
- The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**
  
- The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**
  
- The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**
  - a. Breach of Enabel's policy on sexual exploitation and abuse;
  - b. Breach of Enabel's policy on fraud and corruption risk management;
  - c. Violation of local legislation concerning sexual harassment at work;
  - d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
  - e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

### Regarding conflict of interest:

Please tick the applicable box

- The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

**or**

- The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

→ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

- The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**
- The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**
- The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium , as well as 5.3 Declaration on honour – Grounds for exclusion Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer declare that the tenderer is not in any of the following cases of exclusion: 1. The tenderer nor any of its 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° Creating a shell company. The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement (or the end of the offence for 7°). 2. The tenderer which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges. 3. The tenderer is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation, or has admitted bankruptcy, or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations. 4. The tenderer or one of its directors has committed serious professional misconduct which calls into question their integrity. The following are considered serious professional misconduct, among others: a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019 <<https://www.enabel.be/content/integrity-desk>>; b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019 <<https://www.enabel.be/content/integrity-desk>>; 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 for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed 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 within the meaning of Article 6 of the Law cannot be remedied by other, less intrusive measures; 6. Significant or persistent failures by the tenderer were detected during the execution of an essential obligation incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered ‘significant’. The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence. 7. The tenderer nor one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions: For the United Nations, the lists can be consulted at the following address: <https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies> For the United Nations, the lists can be consulted at the following address: : For the European Union, the lists can be consulted at the following address: <https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue> <https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions> [https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf) For Belgium: [https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2) • I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel’s Policy regarding sexual exploitation and abuse and Enabel’s Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles. Date Place Signature.

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

<b>Done at:</b>		<b>Date:</b>	
<b>By (Name of entity):</b>		Represented by (Full name)	
<b>Signature of authorised representative:</b>			

## 5. INTEGRITY STATEMENT OF THE TENDERERS

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I / we declare, moreover, agreeing with the following provisions:

- 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 public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will lead to the exclusion of the contractor from this and other public contracts for Enabel.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Date

Place

Signature