



## Tender Specifications BXL-15885

Public service contract for expertise in the domain of Civil Registry

Negotiated Procedure without Prior Publication

Multi-provider framework agreement

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# 1 General remarks

## 1.1 Derogations from the General Implementing Rules

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

## 1.2 Contracting authority

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

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

## 1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

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

The following initiatives are also guiding Enabel in its operations and are given as main examples:

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

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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.

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

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization<sup>4</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: the Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

#### **1.4 Rules governing the public contract**

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>7</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regards to public procurement;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

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

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

<sup>7</sup> Belgian Official Gazette 09 May 2017.

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

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).

## 1.5 Definitions

The following definitions apply to this public contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

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

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

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

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

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

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

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

Litigation: Court action;

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

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

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

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

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

## **1.6 Confidentiality**

### **1.6.1 Processing of personal data**

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

### **1.6.2 Confidentiality**

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

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

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

## **1.7 Deontological obligations**

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

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

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

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

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

1.7.6. The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

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

## **1.8 Applicable law and competent courts**

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

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

In case of litigation or divergence of opinion between the contracting authority and the

contractor, the parties will consult each other to find a solution.

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

## **2 Subject-matter and scope of the public contract**

### **2.1 Type of contract**

This public contract is a public contract for services.

### **2.2 Subject-matter of procurement**

To strengthen its in-house expertise, Enabel calls on a large number of external experts and consultants. This public contract concerns the domains of Civil registry.

This public contract is awarded as a multiple-participant framework agreement, in accordance with Article 43 of the Law of 17 June 2016.

The framework agreement establishes the terms governing public contracts to be concluded during the validity period of the agreement.

The framework agreement will be concluded with several participants following competition via an negotiated procedure without prior publication on the basis of the best value for money.

In accordance with Article 43, §5, 3° of the Law, the performance of the framework agreement will follow the modalities defined in point 3.4.9.

For this public contract, a framework agreement will be concluded with the three tenderers selected having submitted a regular tender and having obtained upon examination of the tenders against the award criterion the three highest final scores.

### **2.3 Lot**

This public contract is not divided into lots.

### **2.4 Duration of the framework agreement**

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

Each party may, however, terminate the agreement at the end of the first, second or third year, provided the other party is notified at least 90 calendar days prior to the end of the first, second or third year of the framework agreement. In this case, the party may not claim damages based on this termination.

If the contracting authority terminates the framework agreement, it will apply for all participants and, consequently, all participants will be notified by registered mail. Participants may not claim damages based on this termination.

Where the framework agreement is terminated in application of a measure taken as of right, termination of the framework agreement is limited solely to the participant against whom the measure as of right is taken.

If one of the participants takes the initiative to terminate the framework agreement, he will be barred from participating as from the second, third or fourth year, depending on the case. Once a participant is barred as a participant, he is not taken into consideration any more for procurement arising from the framework agreement.

## **2.5 Variants**

No variants are required or authorised.

Free variants are not permitted.

As a consequence, variants are forbidden.

## **2.6 Options**

No options are required or authorised.

Free options are not permitted.

## **2.7 Quantity**

This framework agreement has no minimum quantities.

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

The maximum quantities for this framework agreement are 120 person-days per year, or 480 person-days for the entire duration.

## 3 Procedure

### 3.1 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.

### 3.2 Advertising

This contract is advertised on the following platform:

- (a) Website of Enabel ([www.enabel.be](http://www.enabel.be)).

This publication constitutes an invitation to submit a tender.

### 3.3 Information

#### **Public procurement administrator**

The awarding of this public contract is coordinated by:

Lucas Vangeel

Procurement Partner

[lucas.vangeel@enabel.be](mailto:lucas.vangeel@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.

#### **Requesting clarifications**

Prospective tenderers have until the seventh day, 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 0 ([lucas.vangeel@enabel.be](mailto:lucas.vangeel@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.

#### **Publication of clarifications and/or amendments to the tender specifications**

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the fifth day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 3.2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised

that he gives his coordinates to the public procurement administrator mentioned under clause 3.30 and requests information on any modifications or additional information.

### **3.4 Initial tender**

For the procedure with a view to concluding the framework agreement, the tender is called 'initial tender'.

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

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

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

The following forms must be used:

- Form6.1 Identification form;
- Form6.2 Tender form - Prices;
- Form6.3 Declaration on honour – Exclusion grounds;
- Form6.4 Expert's exclusiveness certificate;

The tenderer also attaches the following to his tender:

- All documents demanded for the evaluation on the basis of the award criteria;
- Indication of the service provider's education and professional certificates
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable VAT rate
- The statutes and any other document required to establish the power of attorney of the signer(s);

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

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

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

The following information will be included in the tender:

- The name, first name, capacity or profession, nationality and domicile of the tenderer or, in the case of a legal person, its social purpose or corporate name, its legal form, its nationality, its registered office, its e-mail address and, where applicable, its enterprise number;

- The lump-sum unit price / the lump-sum unit prices in words and figures (excluding VAT)
- The VAT percentage
- The name of the person or persons, as appropriate, who has or have a mandate (power of attorney) for signing the tender
- The function of the person(s), as appropriate, who sign(s) the tender
- The number and name of the account opened with a financial institute on which payment under the public contract must be made
- The full registration number of the tenderer with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) for Belgian tenderers or with an equivalent institution for foreign tenderers
- Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority. When the ESPD must be filled out, this is indicated in part II.B of the ESPD.

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

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

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

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

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

### **3.4.3 Determination of prices**

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

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are flat fee prices. The price to be paid will be obtained by applying the unit prices quoted in the inventory to the quantities actually performed.

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

#### **3.4.3.1 Taxes and other levies**

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

Tenderers' attention is drawn to the fact that:

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

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

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

#### **3.4.3.1.1 Further details on Withholding Tax**

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

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

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

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

#### **DOUBLE TAXATION TREATIES:**

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

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

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

### **3.4.3.1.2 Clarification on VAT**

#### VAT on services provided for Enabel or a project in Belgium

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

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

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

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

#### Other clarification

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

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

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

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

- **The 'Belgium' price, applicable to orders originating from Enabel's headquarters in Brussels. In this case, the tenderer must indicate the applicable VAT rate;**
- **The 'Country' price, applicable to orders from an Enabel Country office/project (outside the EU). In this case, the tenderer must not**

**mention the applicable VAT rate. On the other hand, it must quote the 'Country' price taking into account the different Withholding Tax rates applied in the countries where Enabel operates and its own tax situation. To this end, in Annexe 6.5 Enabel attaches a list of countries where Enabel is active.**

**The tenderers' attention is drawn to the fact that:**

- The document concerning the rate of Withholding Tax applied is not binding on Enabel (see Annex 6.5);
- It is the tenderer's responsibility to check the rate actually applicable at the time the tender is drawn up;
- Tax rates may, of course, have changed;
- In the case of an order from a Country office or project abroad (outside the EU), Withholding Tax will be applied to all services delivered by the contractor (without distinction between work at home or work in the partner country).

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

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

**The price applied will be either the 'Belgium' price or the 'Country' price.**

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

**3.4.3.2 Other elements included in the prices**

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

Following costs are included in the price:

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

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

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

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

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

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

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

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

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

### **Mind:**

- The unit prices are paid for all effective working days, even if it concerns a weekend day or a holiday, in accordance with the work planning which is attached to the invoice and which was accepted in advance by the managing official;
- For international travel days, 50% of the 'Belgium' price is paid per travel day, in accordance with the work planning attached to the invoice and accepted in advance by the managing official. No per diem will be paid for international travel days.
- Where appropriate, in the context of an assignment to a partner country, the costs associated with organising training courses and/or workshops will be covered by Enabel (hire of the training room, snacks, reproduction of training materials for participants, notepads and pens for participants, necessary teaching aids such as overhead projector, blackboard and flip chart paper).

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

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

### **3.4.4.1 Via the federal e-Procurement platform**

The tenderer may only submit one tender per public contract.

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

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

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

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

**Tenders must be submitted no later than on Monday 20 July 2026 at 14.00h (Belgian time).**

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

1. Register as a new user:

[https://bosa.service-now.com/eprocurement?id=kb\\_article\\_view&sys\\_kb\\_id=6eaa49c91bcd31143ff06421b24bcbc8](https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=6eaa49c91bcd31143ff06421b24bcbc8)

2. Register your company:

[https://bosa.service-now.com/eprocurement?id=kb\\_article\\_view&sysparm\\_article=KB0010734](https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010734)

Documents must be in the .pdf format or equivalent.

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

[Entreprises - Consulter une invitation](#)

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

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

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

#### **3.4.4.2 Electronic signature of tenders**

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

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

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

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

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

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

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

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

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

The withdrawal must be pure and simple.

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

### 3.4.6 Opening of tenders

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

### 3.4.7 Selection of tenderers

#### 3.4.7.1 Exclusion grounds

The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see Chapter 6.3).

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.

The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators.

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

- 1) An **extract from the criminal record** made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
- 2) The document certifying that the tenderer is in order with the **payment of social security contributions**, except where the contracting authority can directly obtain relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Telemarc);
- 3) The document certifying that the tenderer is in order with the **payment of levies and taxes**, except where the contracting authority can directly obtain certificates or

- relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Telemarc);
- 4) The document certifying that the tenderer is **not in a state of bankruptcy, liquidation, cessation of business or judicial reorganisation**, except where the contracting authority can directly obtain relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Telemarc).

The contracting authority will verify the accuracy of this declaration on honour for the tenderers 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.

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.

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.

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.

#### **3.4.7.2 Modalities relating to tender examination and regularity of the tenders**

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

The contracting authority reserves the right to have the irregularities in a tender regularised.

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. 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.

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.

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 tenderers whose BAFO shows the best value for money (obtaining the best score based on the award criteria) will be designated the successful service providers for this public contract, after having been verified for absence of exclusion grounds.

### 3.4.7.3 Award criteria

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

No.	Description	Weight
<b>1)</b>	<b>Prices</b>	<b>30</b>
	<p>The value of the tender assessed is the total value of the inventory.</p> <p>To calculate the total value of the tender, the maximum annual quantities are divided equally between the ‘Belgium’ and ‘Country’ prices.</p> <p>Evaluation method: rule of three</p> <p><i>Score = (Price lowest tender/Price of the tender under consideration) *30</i></p>	
<b>2)</b>	<b>The number of domains of competence in which the tenderer demonstrates its expertise according to point 5.2.4 of these Tender Specifications</b>	<b>35</b>
	<p>2.a Average number of domains covered</p> <p>The tenderer must demonstrate its expertise in a minimum number of domains of competence as listed in point 5.2.4 of these Tender Specifications.</p> <p>Evaluation method: average</p> <p><i>Score: the average number of domains of expertise covered per expert = (the sum of the domains covered by the experts divided by the number of experts) divided by the total number of domains of expertise * 30.<sup>9</sup></i></p>	30
	<p>2.b Number of domains covered</p> <p>Number of domains covered divided by the total number of domains of expertise * 5</p>	5
<b>3)</b>	<b>The number of types of services (see chapter 5.2.5) already provided by the proposed experts</b>	<b>20</b>
	<p>The tenderer must demonstrate, for each expert proposed, its expertise in the five types of services mentioned in chapter 5.2.5.</p> <p>Evaluation method: average</p>	

<sup>9</sup> Note of clarification: to arrive at the score per tender, we first add up all the domains that the proposed experts master, to obtain a sum (this sum may be greater than the number of domains initially requested, since several experts may cover the same domains). This sum is then divided by the number of experts proposed on the list to arrive at an average number of domains of expertise covered per expert. We then divide by the number of domains initially requested to find out to what extent, on average, the list of experts as a whole covers the expected domains. This result is then multiplied by 30 to give the final score. For example: a tender proposes three experts: one covering 4 domains, one covering 3 and one covering 2. The average number of domains of expertise covered per expert will be 3, i.e. (4+3+2)/3 (number of experts proposed). There is a total of 4 domains of expertise, therefore the tenderer will obtain a score of 22,5; i.e. 3 (average number of domains covered)/4 (total number of domains)\*30.

	<i>Score: the average number of types of service mastered per expert (the sum of the types of service mastered by the experts divided by the number of experts) divided by the number of types of service (= 5) * 20.<sup>10</sup></i>	
<b>4.</b>	<b>Local roots</b>	<b>15</b>
	<p>The tenderer must demonstrate that it has solid local networks to provide services adapted to the context. The tenderer will do this by demonstrating, in the context of the services previously provided, in particular:</p> <ul style="list-style-type: none"> <li>- close collaboration with public authorities (national/local) or civil society organisations in the partner country ;</li> <li>- a significant inclusion of local expertise (experts or organisations, companies or institutions based in the partner country) ;</li> <li>- the proposal of a mixed team of experts (local/regional and international).</li> </ul>	

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

### 3.4.8 Concluding the framework agreement

A framework agreement will be concluded with the three (3) best-ranked tenderers, after the contracting authority has verified the exclusion grounds for these tenderers.

The framework agreement is concluded by the notification to the participant of the contracting authority's decision.

Notification is by registered mail, by fax or by any other digital means in as far, in the latter two cases, the content of the notification be confirmed within five days by registered mail.

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

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

The documents governing the framework agreement are:

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

### 3.4.9 Procedure for concluding public contracts arising from the framework agreement

<sup>10</sup> The calculation follows the same principle as for the domains of expertise.

Public contracts arising from the framework agreement are awarded by having economic operators (EOs) party to the framework agreement compete again.

The terms of reference, the number of person-days to be performed for each item, and the final date for completing performance are sent by e-mail simultaneously to all the EOs party to the framework agreement, which have also proposed a senior expert for the domain(s) concerned by the assignment, together with the request to submit a proposed methodology (including planning) and the CVs of the experts assigned to the assignment (which must correspond to a CV proposed in the initial tender).

The total price of the assignment is fixed on the basis of the number of person-days set by the contracting authority.

The unit prices set at the time of the award of the framework agreement will be considered as maximum prices. However, economic operators may offer lower prices for subsequent public contracts.

The public contract is awarded on the basis of an evaluation of the proposals received. Evaluation takes into account the following award criteria (cf. description in the request):

- Methodology (including planning): 35%
- The CV(s) proposed for the assignment: 45%
- Price: 20%

The public contract is notified by registered letter signed by the contracting authority on the basis of a reasoned decision.

All other EOs are informed by e-mail of the result of the procedure.

## 4 Special contractual provisions

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

These Tender Specifications do not derogate Articles of the GIR.

### 4.1 Managing official (Art. 11)

The officer in charge is Jean-Christophe CHARLIER, e-mail: [jean-christophe.charlier@enabel.be](mailto:jean-christophe.charlier@enabel.be)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Therefore, he undertakes to:

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

## **4.4 Personal data protection**

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

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

### **4.4.1.2 Processing of personal data by the contractor**

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

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

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

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

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

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

This contract is a purchase order contract under the terms of which the contractor acknowledges that he transfers to the contracting authority all economic rights relating to copyright in all the works covered by the contract (including texts, documents, graphic representations annexed thereto or included therein, all preparatory work, etc.) which are in his or his team's hands. If they are the work of third parties, the contractor guarantees that he has acquired all rights to them exclusively and that he can transfer them to the contracting authority.

The cost of transferring these rights for all modes and all forms of exploitation that are transferred are fully included in the prices of the public contract.

In no case may the contractor claim to any special remuneration, compensation or damages whatsoever as a result of the use, for the performance of this contract, of patents, licences, copyrights, etc., it being assumed that he has taken into account, when drawing up his tender, the charges resulting from such use.

It is further specified that under no circumstances the contractor is obliged to pay anything to any third party holder (and/or operator) of any patent, licence, etc., used in the performance of this public contract, the contractor being in any case solely responsible for his processes of performance, even if it is only indirectly apparent from the requirements applicable to this contract that the use of a patent, licence, etc., is necessary for the proper performance of the services governed by these special specifications.

In summary, all patent rights, licenses, royalties, copyrights or other costs are the responsibility of the contractor, who remains solely responsible for any claims.

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

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

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

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

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

### **4.8.1 Revision of prices (Art. 38/7)**

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

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

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

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

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

is = same index, on date of invoicing.

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

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

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

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

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

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

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

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

#### **4.8.3 Replacement of the expert performing the assignment**

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

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

The proposed expert:

- must have similar competences and comply with the specifications set out in point 5.2.4.
- may not be expert(s) proposed by another EO party to the framework agreement.

For the change to be accepted, the new expert must fulfil the 2 conditions above.

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

#### **4.8.4 Unforeseeable circumstances**

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

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

#### **4.8.5 Possible addition of country where Enabel starts operating**

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

In other words, the contracting authority will be able to acquire similar services. In this case, and when a subsequent public contract is launched by the added country according to the procedure referred to in point 3.4.9, the economic operators of the framework agreement will be invited to submit a price quote for the services in the country added.

#### **4.8.6 Taxes affecting the value of procurement**

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

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

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

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

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

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

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

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

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

##### **4.10.1 Deadlines and terms (Art. 147)**

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

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

The services will be performed at the following locations:

- the domicile or country of residence of the consultant;
- the consultant's office;
- Enabel's office in Brussels.
- countries where the Belgian Development Cooperation operates in the name of the Belgian State or any other country where Enabel is asked to intervene for other donors.

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

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

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

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

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

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

of the service provider.

#### **4.13 Zero tolerance Sexual Exploitation and Abuse**

In application of Enabel's Policy regarding Sexual Exploitation and Abuse of June 2019, Enabel applies zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

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

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

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

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

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

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

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

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

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

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

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

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

acknowledgement of the reported facts.

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

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

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

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

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

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

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

§2 The measures as of right are:

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

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

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

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

### **4.15 End of the public contract**

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

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

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

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

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

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

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

The payment modalities will be detailed in the documents of each public contract arising from the framework agreement. In function of the complexity and of the performance period of the public contract, such modalities can provide for payment in monthly instalments.

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

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

The invoice must be in EUROS.

##### **4.15.2.1 Services provided for Enabel or a project in Belgium**

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

Enabel, Belgian development agency

Rue Haute 147

1000 Brussels

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

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

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

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

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

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

At the address given in the contract notification.

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

#### **4.15.2.3 Advance payment scheme**

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

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

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

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

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

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

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

No advance is granted before:

- notification of the conclusion of the subsequent public contract;
- a financial guarantee for the full amount of the advance is provided. The guarantee

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

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

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

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

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

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

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

Enabel  
Global ContractFIN & Legal  
To the attention of Isabel Lastra  
Rue Haute 147  
1000 Brussels  
Belgium

## 5 Terms of reference

### 5.1 Background and justification

Enabel is the Belgian agency for international cooperation. It is active in some twenty countries in West and Central Africa and the Middle East. More than 200 projects are implemented by some 2,100 staff, either as part of the Belgian government's development programmes in partner countries or as part of projects for other donors, mainly the European Union. Enabel is therefore strengthening Belgium's impact on international development outside its partner countries, with projects underway in Mauritania, CAR, Ukraine, Tunisia and Jordan.

Enabel's 2030 Strategy is built around 5 global challenges, namely (i) climate and the environment, (ii) social and economic inequalities, (iii) urbanisation, (iv) human mobility and (v) peace and security. This last challenge, which the framework contract will address, aims to promote the development of societies in which effective, accountable and inclusive institutions guarantee peace, security and the full enjoyment of human rights by their populations. Sustainable development cannot succeed without peace and security; and peace and security will be at risk without sustainable development.

Enabel's Governance, Peace and Democracy portfolio has evolved considerably in recent years, with the emergence of new project domains such as civil registry and port governance, and the strengthening of domains such as security and the rule of law. Most of the countries in which Enabel operates are in contexts of multiple fragilities: political and security crises, active armed conflicts, (sometimes successive) coups d'état, economic crises, climatic crises, resurgence of authoritarianism, etc., all of which require specific approaches to be deployed.

To strengthen its in-house expertise, Enabel calls on a large number of external experts and consultants. This call for proposals concerns the domain of Civil registry.

### 5.2 Civil registry

#### 5.2.1 Global context

It is estimated that around 850 million people worldwide live without a legal identity, depriving them of their fundamental rights and access to basic services. The civil registry, by recording vital events such as births and deaths, is a cornerstone of development and good governance. Not only does it enable every individual to exist legally, claim their rights and access basic services, it also provides essential data for planning appropriate public policies. Guaranteeing the right to identity means laying the foundations for an inclusive and sustainable society.

#### 5.2.2 Vision/approach of Enabel

Our guiding principles advocate an inclusive vision that includes marginalised populations, such as children, women and displaced persons. We value a 'double anchoring' approach, linking national reforms to the realities on the ground and stimulating local initiatives with national perspectives. Peer-to-peer exchanges, enriched in particular by Belgian expertise, are encouraged to drive change. We are avoiding unrealistic modernisations and adopting a pragmatic approach focused on concrete results, recognising that reforms to civil registry systems take time.

Inspired by the complete digitisation of the Belgian civil registry in 2019 via the Database of Civil Status Records (DABS/BAEC), Enabel is adapting this experience to the local realities of its partner countries. Its approach favours co-construction with local authorities for sustainable reforms focused on governance, simplification of procedures and equitable access to services, avoiding the pitfalls of purely technological initiatives.

Digitisation, as a tool, can make a useful contribution to change, but digitising the civil registry is not an end in itself. We see it as a strategic entry point for sustainably strengthening systems as a whole, as digitisation has the potential to deliver major benefits for democratic governance. Reforms must provide an opportunity to rethink the system in depth, simplify procedures, guarantee data security and enhance the skills of the staff in charge.

Finally, it is essential to distinguish civil registry from biometric identification, which is sometimes based on a security rationale, poses certain risks to data confidentiality and can distract attention from the importance of legal identity, which is essential to human rights. Enabel is therefore not directly involved in these biometric projects, but supports interoperability between the civil register and other databases (elections, population file), provided that data security and strictly regulated access are guaranteed.

### **5.2.3 Enabel's main initiatives**

Enabel draws on solid regional experience in supporting the strengthening of civil registry systems. In Benin, the PADPC (2009-2013) facilitated birth registration through increased collaboration between local authorities, health centres and courts. In Mali (2011-2016, then 2018-2023) and Senegal (2020-2024), projects funded by Belgium and the European Union have supported structural reforms of the civil registry while improving the performance and accessibility of services and infrastructure at local level, and raising people's awareness of their rights and the importance of legal identity.

Since 2021, Enabel has been supporting the Guinean authorities in the digital transformation of their civil registry system through the PARECIGUI project, funded by the European Union. The project is based on an integrated pilot approach (28 communes), combining the development of a complete digital solution for managing the civil registry, including a central database, adapting the legal framework, modernising infrastructures and building the capacity of civil servants.

### **5.2.4 Expertise/competences required (domains)**

The tenderer must indicate the educational and professional qualifications of the proposed experts. Professional qualifications must specify the expert's experience in the domain of competence listed below.

Minimum requirements: the tenderer must submit a list of experts with at least 3 experts. Each expert must have an experience (of at least 8 years) in one of the required domains of competence, as well as an adequate/professional knowledge of French and English (level B2). Their qualifications should relate to one or more of the sub-domains of each domain. Compliance with this minimum requirement must be demonstrated by mentioning the academic and professional qualifications of the experts in the domain of competence listed below.

The list of experts should cover at least 2 of the 4 domains of competence listed below.

<b>Domains</b>	<b>Explanation</b>
<b>Civil registry reform</b>	<ul style="list-style-type: none"> <li>• Civil registry governance</li> <li>• Adapting the legal civil registry framework</li> <li>• Data security</li> </ul>
<b>Strengthening civil registry services</b>	<ul style="list-style-type: none"> <li>• Training of civil servants</li> <li>• Physical archiving</li> <li>• Infrastructure</li> <li>• Civil registry digitisation</li> </ul>
<b>Raising awareness of the right to a legal identity</b>	<ul style="list-style-type: none"> <li>• Public awareness activities</li> <li>• Mobilisation of civil society</li> <li>• Advocacy</li> </ul>
<b>Gender mainstreaming in civil registration</b>	<ul style="list-style-type: none"> <li>• Accessibility of civil registry services for women and marginalised groups</li> <li>• Raising awareness of rights, including for women and marginalised groups</li> <li>• Collect and analyse of disaggregated data</li> </ul>

### 5.2.5 Types of services

Generally speaking, the services are of short duration (< 30 days), in some cases of medium duration (> 30 days < 90 days), and only on rare occasions of long duration (> 90 days). It can also be a form of iterative support (support for a few days spread over a longer period, from a few weeks to several months).

Enabel is generally looking for individual experts and, in some cases, a multidisciplinary team.

<b>Type 1</b>	<b>Support for strategic or thematic analyses, including analyses that will make it possible to identify innovative project approaches or relevant new cooperation programmes in the sector concerned.</b>
	The services provided consist of <b>comprehensive pre-operational assistance</b> to understand and analyse a sector and develop relevant or innovative intervention strategies and approaches in that sector. In general, this type of service helps to guide Enabel in the implementation of projects within the sector concerned (for

	<p>example in a specific country or context) and includes all preparatory actions for the formulation of programmes. Such service delivery regards, among others:</p> <ul style="list-style-type: none"> <li>• Contributing to the development, updating or adaptation of strategies or policy documents relevant to the work of Enabel or the Belgian Cooperation;</li> <li>• Research into the global context, trends and innovative thematic approaches in the domains mentioned above at a local, national or regional/cross-border level;</li> <li>• Carrying out prospective studies on needs assessment or political, economic, socio-cultural and environmental analyses;</li> <li>• Mapping of stakeholders, authorities and/or financial partners, possible operations and possible scenarios;</li> <li>• Elaborate Terms of Reference for studies and other key activities linked to the identification of programmes or projects;</li> <li>• Preparing and carrying out project identification missions as an expert on bilateral cooperation projects and/or for third-party donors, including the related reports;</li> <li>• Other types of analysis related to the theme.</li> </ul>
<b>Type 2</b>	<p style="text-align: center;"><b>Support for the formulation of new cooperation initiatives</b></p> <p>The services provided consist of <b>assistance in formulating a project</b> in the domain concerned, or a component or theme relating to this domain in a project in another sector. This assistance is provided either in the preparation phase of a portfolio on behalf of the Belgian Cooperation or for the identification and preparation of projects on behalf of other partners, including the European Union. Such service delivery regards, among others:</p> <ul style="list-style-type: none"> <li>• Elaborate Terms of Reference for studies and other key activities linked to project formulation;</li> <li>• Preparing and carrying out project formulation assignments as an expert on bilateral cooperation projects and/or for third-party donors, including the mission reports. This preparation may include: <ul style="list-style-type: none"> <li>○ a documentary review</li> <li>○ organising and holding interviews, focus groups, etc.</li> <li>○ gathering data from beneficiaries or resource persons (e.g. via the application)</li> </ul> </li> <li>• a full analysis of the project context and priority needs, as well as a stakeholder analysis</li> <li>• development of a theory of change and the concrete courses of action envisaged, as well as the results/monitoring matrix (including indicators, sources of verification, etc.)</li> <li>• determination of the definitive financial envelope, monitoring of costs and corrective means</li> <li>• drawing up and monitoring a schedule of activities</li> <li>• development of proposals for the integration of transversal themes relating to gender, the environment, the human rights-based approach, etc.</li> <li>• drawing up a risk matrix and risk management measures</li> <li>• drawing up the communication plan of the project.</li> </ul>

<b>Type 3</b>	<b>Support for implementation: technical support and quality assurance.</b>
	<p>The services provided consist of <b>support for work conducted by a local project team</b> in implementing a project. Support can be provided on a one-off basis or on a project-by-project basis. Such task may comprise the following elements (as a whole or partially):</p> <ul style="list-style-type: none"> <li>• Carrying out remote support or backstopping missions to help a project team with the overall implementation of a project;</li> <li>• Carrying out analyses, studies or audits contributing to the achievement of a project result;</li> <li>• Preparing and running training courses on a specific theme;</li> <li>• Facilitating or leading workshops or working sessions;</li> <li>• The provision of support or advice when developing or modifying tools, policies, guidance documents, etc.;</li> <li>• Supporting the preparation of terms of reference for certain specific services or specifications for the supply of certain equipment;</li> <li>• Guaranteed quality control of Call for Tenders specifications for works, supply (including installation and commissioning) of equipment and services;</li> <li>• Support for the provisional or final acceptance of public service or supply contracts;</li> <li>• Guaranteed independent monitoring of works, supply (including installation and commissioning) of equipment and services.</li> </ul>
<b>Type 4</b>	<b>Support for the selection, training and/or coaching of local experts or teams</b>
	<p>The service provider may be asked to take part in selection committees:</p> <ul style="list-style-type: none"> <li>• Participation in selection committees: support in preparing a selection process for experts/technical staff, by helping to draw up the profiles sought, selection criteria, distribution of advertisements;</li> <li>• Support for pre-selection phases, such as screening, designing and marking written tests;</li> <li>• Preparing for interviews and taking part in selection panels.</li> </ul> <p>In addition, the service provider may be solicited to design, develop and put in place capacity development training sessions for organisations and staff concerned by the implementation of Security Sector Reform projects in partner countries of Enabel. Institutional assistance and individual coaching will be the means of choice to ensure quality and the good use of these training actions.</p>
<b>Type 5</b>	<b>Support for knowledge building and communication (including mid-term or final reviews)</b>
	<p>The service provider may be solicited to support both the field teams and the Governance, Peace and Security unit:</p> <ul style="list-style-type: none"> <li>• Preparing and carrying out (or contributing to) the mid-term or final review of a project using various quantitative and/or qualitative methodologies: collection and analysis of surveys, statistical analyses, application of OECD DAC evaluation criteria, meta analyses, collection of case studies, outcome harvesting, etc.;</li> </ul>

	<ul style="list-style-type: none"><li>• The development and design of learning paths;</li><li>• Developing and designing communication plans;</li><li>• Support for information gathering, analysis and formatting of notes and products for capitalisation and/or communication;</li><li>• Support for the preparation of and participation in events and conferences; Facilitating meetings, discussions, training and debates between experts on the themes of governance, peace and security.</li></ul>
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### **5.3 Exclusiveness of the expert**

One and the same expert may not be proposed by different tenderers.

Each proposed expert must complete and sign the certificate attached to point 6.4.

## **6 Forms**

### **6.1 Identification form**

### 6.1.1 Natural person

<b>I. PERSONAL DATA</b>	
FAMILY NAME(S) <sup>11</sup>	
FIRST NAME(S)	
DATE OF BIRTH	
DD MM YYYY	
PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE)	
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD	PASSPORT      DRIVING LICENCE <sup>12</sup> OTHER <sup>13</sup>
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER <sup>14</sup>	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX      CITY
REGION <sup>15</sup>	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
<b>II. BUSINESS DATA</b>	
If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?	<b>BUSINESS NAME (if applicable)</b> <b>VAT NUMBER</b> <b>REGISTRATION NUMBER</b> <b>PLACE OF REGISTRATION</b> <b>CITY</b> <b>COUNTRY</b>
YES NO	

<sup>11</sup> As indicated on the official document.

<sup>12</sup> Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

<sup>13</sup> Failing other identity documents: residence permit or diplomatic passport.

<sup>14</sup> See table with corresponding denomination by country.

<sup>15</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

<b>OFFICIAL NAME<sup>16</sup></b>				
<b>BUSINESS NAME (if different)</b>				
<b>ABBREVIATION</b>				
<b>LEGAL FORM</b>				
<b>ORGANISATION</b>	<b>FOR PROFIT</b>			
<b>TYPE</b>	<b>NON FOR PROFIT</b>	<b>NGO<sup>17</sup></b>	<b>YES</b>	<b>NO</b>
<b>MAIN REGISTRATION NUMBER<sup>18</sup></b>				
<b>SECONDARY REGISTRATION NUMBER (where applicable)</b>				
<b>PLACE OF MAIN REGISTRATION</b>				
	<b>CITY</b>	<b>COUNTRY</b>		
<b>DATE OF MAIN REGISTRATION</b>				
	<b>DD</b>	<b>MM</b>	<b>YYYY</b>	
<b>VAT NUMBER</b>				
<b>ADDRESS OF HEAD OFFICE</b>				
<b>POSTCODE</b>		<b>P.O. BOX</b>		
		<b>CITY</b>		
<b>COUNTRY</b>		<b>PHONE</b>		
<b>E-MAIL</b>				

<sup>16</sup> National denomination and its translation in EN or FR if existing.

<sup>17</sup> NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

<sup>18</sup> Registration number in the national register of companies. See table with corresponding denomination by country.

### 6.1.3 Public-law body<sup>19</sup>

<b>OFFICIAL NAME<sup>20</sup></b>			
<b>ABBREVIATION</b>			
<b>PRINCIPAL REGISTRATION<sup>21</sup></b>			
<b>SECONDARY REGISTRATION NUMBER</b>			
<b>(where applicable)</b>			
<b>PLACE OF MAIN</b>			
<b>REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>	
<b>DATE OF MAIN REGISTRATION</b>			
	<b>DD</b>	<b>MM</b>	<b>YYYY</b>
<b>VAT NUMBER</b>			
<b>OFFICIAL ADDRESS</b>			
<b>POSTCODE</b>		<b>P.O. BOX</b>	
		<b>CITY</b>	
<b>COUNTRY</b>			<b>PHONE</b>
<b>E-MAIL</b>			

<sup>19</sup> Public law entity WITH LEGAL PERSONALITY: meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

<sup>20</sup> National denomination and its translation in EN or FR if existing.

<sup>21</sup> Registration number in the national register of the entity.

#### 6.1.4 Subcontractors

Name and legal form	Address / Registered office	Subject-matter

## 6.2 Tender form - Prices

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications BXL-15885 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own conditions.

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

	<b>Unit</b>	<b>Unit price in EUR excluding VAT</b>	<b>Applicable VAT percentage</b>	<b>Unit price in EUR including VAT<sup>22</sup></b>
<b><u>Belgium price</u></b> (Ordering party in Belgium)	Person / day	€	%	€
<b><u>Country price</u></b> (Ordering party abroad)	Person / day	€	NA	NA

<sup>22</sup> As a reminder, for the ‘Belgium’ price, applicable to orders originating from Enabel's office in Brussels or from other beneficiaries of the framework agreement who are based in Belgium, the tenderer must quote the applicable VAT rate.

Conversely, for the ‘Country’ price, applicable to orders from an Enabel Country office/project or other beneficiaries of the framework agreement based abroad (outside the EU), the tenderer must not mention the applicable VAT rate. On the other hand, it must quote the ‘Country’ price taking into account the different Withholding Tax rates applied in the countries where Enabel operates and its own tax situation. Please refer to point 3.5 of the Tender Specifications.

### 6.3 Declaration on honour – Exclusion grounds

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

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

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

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019;
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace l ;
- d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required to verify that there are no grounds for exclusion or that selection criteria are satisfied, or concealed this information
- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition.

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

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

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

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

For a consolidated version: [SIFI](#) <...>If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

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

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

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

Date

Place

Signature

## 6.4 Expert's exclusiveness certificate

The undersigned declares that he/she will exclusively provide services for tenderer  
..... for the framework agreement BXL-15885.

Date:.....

Signature (\*):

## **6.5 Taxation by country**

See the Excel file attached to these Tender Specifications.

## 6.6 Overview of the documents to be submitted

- Identification of tenderer (for each participant for tender submitted by a group) (see 6.1)
- List of subcontractors (see 6.1.4)
- Initial tender form - Prices (see 6.2)
- The declaration on honour – Exclusion grounds (for each participant for tender submitted by a group) (see 6.3)
- And per expert proposed:
  - o Expert's exclusiveness statement, signed by the expert (see 6.4)
- All documents demanded for the evaluation of award criteria:
  - o A list of proposed experts for the tender under the framework agreement with the educational and professional qualifications of each proposed expert. The professional qualifications must specify the experience of the expert in the domains of competence mentioned in chapter 5.2.4, as well as in the types of services mentioned in chapter 5.2.5.
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable VAT rate
- The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tender submitted by a group)
- Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association