



TENDER SPECIFICATIONS

Public service contract for the provision of technical expertise in Opportunity-Driven Skills Development (VET) and Employment for the TEI OP-VET Technical Assistance Facility in Sub-Saharan Africa

Reference No: **BEL23001-10131**

Open procedure with Belgian and European Publication

*Deadline for
requesting
clarifications:*

Until the **tenth day** before
the deadline for submission
of tenders

*Deadline for
submission of
tenders:*

**25 August 2026 at 5.00 P.M.
(CET)**

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Belgium, is represented by:

Name	Position
Charlotte Vanstallen	VET & Employment Expert
Marie Sculier	Contract Support Manager

2. RULES GOVERNING THE PUBLIC CONTRACT

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

3. APPLICABLE LAW AND COMPETENT COURTS

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

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

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

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

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This procurement contract is a contract for services in the meaning of Article 2, 21°, of the Law of 17 June 2016 on public procurement.
- 1.2. This public service contract concerns the provision of **technical expertise in Opportunity-Driven Skills Development (VET) and Employment under the Team Europe Initiative on Opportunity-Driven Skills, VET and Employment (TEI OP-VET)**.

The Team Europe Initiative on Opportunity-Driven Skills, VET and Employment (TEI OP-VET) aims to strengthen skills development and vocational education and training (VET) systems in Sub-Saharan Africa (SSA). It addresses the skills needs associated with the EU Global Gateway strategy and other flagship initiatives while enhancing the employability of women and men across the region.

The Initiative is implemented by a consortium of European agencies, including Enabel, Expertise France, EDUFI and GIZ. It is structured around three complementary pillars, of which Pillar 1 is dedicated to the Technical Assistance (TA) Facility.

The TA Facility supports EU Delegations (EUDs) and EU Member State agencies in reorienting sectoral, skills development, VET and private sector development (PSD) projects and programmes towards concrete employment opportunities, particularly those generated by private investment and market dynamics. This approach represents a shift from traditional supply-driven interventions to an opportunity-driven model that is closely aligned with labour market needs and the employment potential created by Global Gateway investments and other EU–Africa flagship initiatives.

Within this framework, Enabel seeks to contract a **Second Technical Expert in Opportunity-Driven Skills Development (VET) and Employment** to provide specialised technical expertise in support of the preparation, implementation and follow-up of selected Technical Assistance interventions under the TEI OP-VET Technical Assistance Facility.

- 1.3. Given the *intuitu personae* nature of the assignment, the tenderer shall propose one expert who will personally perform the services under the contract.
- 1.4. The scope and details of the required services are outlined in chapter 5 – Terms of reference – of these tender specifications.

2. LOTS

Although the estimated value of the procurement contract exceeds EUR 140,000 (excluding VAT), the contracting authority has decided not to divide the contract into lots for the following reasons.

Dividing the contract into lots would not be technically or economically appropriate and could jeopardise the proper performance of the services required.

First, the contract concerns the provision of highly specialised technical expertise in the field of Opportunity-Driven Skills Development, Vocational Education and Training (VET), and Employment in Sub-Saharan Africa. The services to be provided are closely interrelated and require a consistent methodological approach, a comprehensive understanding of the intervention context, and continuous engagement with the various stakeholders involved in the Technical Assistance Facility. Splitting the contract into several lots could fragment this expertise and undermine the overall coherence and quality of the services.

Secondly, from an organisational perspective, the contracting authority wishes to work with a single service provider responsible for the overall delivery of the services. This ensures clear accountability,

efficient coordination of activities, streamlined communication with project partners, and effective management throughout the implementation of the contract.

Finally, from an economic perspective, dividing the contract into several lots would generate additional coordination and contract management costs, increase the risk of overlaps or inconsistencies between the services provided, and reduce overall efficiency, without bringing any added value to the contracting authority. Entrusting the services to a single contractor is therefore the most appropriate solution to ensure the efficient and coherent implementation of the contract.

3. ITEMS

- 3.1. This public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. The contract shall enter into force on the day following the notification of its conclusion and shall remain valid for an initial period of one (1) year. It may be renewed up to three (3) times for successive periods of one (1) year.
- 4.2. Any renewal shall be subject to Enabel's prior assessment of its satisfaction with the services provided by the Contractor. If Enabel decides to renew the contract, it shall notify the Contractor in writing at least one (1) month before the expiry of the current contract period.

5. VARIANTS

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

6. OPTIONS

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

7. QUANTITIES

- 7.1. This procurement contract is **a unit-price contract based on a priced bill of quantities**. The unit prices are fixed lump-sum amounts, while the quantities are indicative and estimated.
- 7.2. The estimated quantities are set out in the bill of quantities included in clause 3 of chapter 8 Forms - Tender form - Prices. For the purposes of this contract, the estimated volume of services is **234 working days per year**, corresponding to an average of **4.5 working days per week**. **By submitting its tender, the tenderer undertakes, in the event of contract award, to ensure that the proposed expert will be available to perform the services at this level of engagement throughout the duration of the contract.**
- 7.3. The quantities are indicative only and may vary, either upwards or downwards, throughout the implementation of the contract, depending on the Contracting Authority's actual needs. They do not constitute any commitment on the part of the Contracting Authority. The Contractor shall be

remunerated solely for the services actually performed and duly accepted by the Contracting Authority.

- 7.4. The contractor acknowledges that no minimum volume of services is guaranteed under this contract and accepts that payment shall be made exclusively on the basis of services actually performed and duly approved by the contracting authority. The contracting authority shall not incur any liability in the event of deviations from the initial estimates.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through an Open Procedure with Belgian and European Publication pursuant to Article 36 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in:

2.1. The following official platforms:

- (a) The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)
- (b) TED (Tenders Electronic Daily) - Official Journal of the EU, dedicated to European public procurement

2.2. The following website:

- (a) Website of Enabel (www.enabel.be).

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Marie Sculier
Contract Support Manager – Global Projects
marie.sculier@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.

3.2. Requesting clarifications

Prospective tenderers have until the **tenth 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 3.1, and will be answered in the order received.

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

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

3.3. 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 seventh day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 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 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

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

5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.3. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.

5.4. The tenderer attaches the following to his tender:

- (a) **Identification form (clause 1 of chapter 8 Forms);**
 - (b) **List of subcontractors (clause 2 of chapter 8 Forms);**
 - (c) **Tender form - Prices (clause 3 of chapter 8 Forms);**
 - (d) **Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);**
 - (e) **All documents demanded for the application of qualitative selection (see clause 16 of chapter 3 Award Procedure and chapter 6 Selection file) and award criteria (see clause 19 of chapter 3);**
 - (f) **The statutes and any other document required to demonstrate that the person signing the submission report is duly authorised to bind the tenderer (see clause 12 of chapter 3);**
 - (g) **The European Single Procurement Document (ESPD) (see clause 14 of chapter 3).**
- 5.5. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
- (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);
 - (c) European Single Procurement Document (ESPD) (clause 14);

- (d) The statutes and any other document required to establish the power of attorney of the signer(s) of the submission report;
 - (e) The association agreement signed by each participant, clearly showing who represents the association.
- 5.6. 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. This is indicated in part II.B of the European Single Procurement Document (ESPD).
- 5.7. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 16 of Chapter 3 and Chapter 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Where a tenderer relies on the capacity of other entities in the meaning of this clause 5.7, the tenderer, as appropriate, answers the question given in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes. **The tender also comprises a separate European Single Procurement Document (ESPD) for the entities in the meaning of this clause 5.7.**

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

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

8. DETERMINATION OF PRICES

- 8.1. This procurement contract is **a unit-price contract based on a priced bill of quantities**. The unit prices are fixed lump-sum amounts, while the quantities are indicative and estimated.
- 8.2. The estimated quantities are set out in the bill of quantities included in clause 3 of chapter 8 Forms - Tender form - Prices. For the purposes of this contract, the estimated volume of services is **234 working days per year**, corresponding to an average of **4.5 working days per week**. **By submitting its tender, the tenderer undertakes, in the event of contract award, to ensure that the proposed expert will be available to perform the services at this level of engagement throughout the duration of the contract.**
- 8.3. The quantities are indicative only and may vary, either upwards or downwards, throughout the implementation of the contract, depending on the Contracting Authority's actual needs. They do not constitute any commitment on the part of the Contracting Authority. The Contractor shall be remunerated solely for the services actually performed and duly accepted by the Contracting Authority.
- 8.4. The contractor acknowledges that no minimum volume of services is guaranteed under this contract and accepts that payment shall be made exclusively on the basis of services actually

performed and duly approved by the contracting authority. The contracting authority shall not incur any liability in the event of deviations from the initial estimates.

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

9. ELEMENTS INCLUDED IN THE PRICE

- 9.1. The tenderer is to include in his unit prices any charges and taxes generally applied to services, with the exception of the value-added tax. The applicable VAT is quoted separately. The tenderers should note that Enabel is not subject to VAT 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 the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian Development Agency). Consequently, Enabel cannot recover or deduct VAT, which therefore constitutes a cost. It is thus essential that tenderers clearly indicate in their offer the VAT applicable to their specific situation, in accordance with the rules set out below.
- 9.2. **For the purposes of this contract, the recipient of the services is deemed to be established in Belgium. The services are therefore subject to:**
- **Belgian VAT when provided by a Belgian service provider.**
 - **VAT applicable in the service provider's country of establishment when the provider is established in another EU Member State.**
 - **In principle, no VAT when the service provider is established outside the European (unless local legislation provides otherwise).**
- 9.3. **Offers will be compared on the basis of amounts inclusive of VAT, as this tax constitutes a cost for Enabel.**
- 9.4. As the recipient of the services is established in Belgium, withholding tax (WHT) is not applicable in the context of the present contract.
- 9.5. Without prejudice to the elements referred to in Article 10, the unit prices for this public contract shall include all costs, expenses, measures, charges, and obligations necessary for the proper performance of the contract, including, but not limited to:
- (a) Administrative management and secretariat services.
 - (b) Documentation related to the services.
 - (c) Delivery of documents or records associated with the performance of the contract.
 - (d) Acceptance costs.
- 9.6. All relevant costs must be factored into the prices for this public contract.

10. ELEMENTS NOT INCLUDED IN THE PRICE

The following costs **shall not be included in the unit prices quoted by the tenderer, as they will be reimbursed separately by Enabel**, where applicable and subject to the conditions set out below.

10.1. Per diems

Per diems covering additional professional expenses (excluding private expenses) incurred during assignments in the intervention country (e.g. accommodation, meals and beverages) shall not be included in the unit prices.

They shall be reimbursed on the basis of:

- The work schedule attached to the invoice and approved in advance by the managing official; and
- The applicable per diem rates established by the Belgian federal public service foreign affairs: <https://www.ejustice.just.fgov.be/eli/arrete/2018/07/02/2018040199/moniteur>.
- Only per diems calculated in accordance with the applicable rules will be reimbursed.

10.2. International travel

International travel required for assignments in the intervention country shall not be included in the unit prices.

International air tickets (and, where applicable, rail transport to the international airport) between the expert's country of residence and the place of assignment shall be booked by the Contractor and reimbursed by Enabel upon submission of supporting documents, provided that such travel is directly related to the performance of the assignment.

The travel itinerary shall be selected on the basis of the most appropriate combination of the following criteria:

- The shortest reasonable route, taking into account the objective of minimising CO₂ emissions;
- The lowest available economy fare;
- The dates of the assignment.

10.3. Professional transport within the intervention country

Professional transport within the intervention country (e.g. domestic flights, vehicle hire or other necessary transport) shall not be included in the unit prices. Whenever possible, such transport will be organised directly by Enabel. Where Enabel is unable to organise the transport, the Contractor shall arrange it and may request reimbursement upon submission of supporting documents, provided that the transport is directly related to the performance of the assignment.

10.4. Please note that:

- Unit prices (whether applicable in the intervention country, at the Contractor's premises or at Enabel's headquarters) shall be paid for all days actually worked, including weekends and public holidays, in accordance with the work schedule attached to the invoice and approved in advance by the managing official.
- International travel days shall be remunerated at 50% of the applicable Belgium unit price for each travel day, in accordance with the work schedule attached to the invoice and approved in advance by the managing official.
- No per diem shall be paid for international travel days.
- For the purposes of this contract, Belgium shall be considered an intervention country. Accordingly, missions carried out in Belgium shall be eligible for reimbursement of the costs listed above, under the same conditions as missions carried out in any other intervention country.

SECTION (C) - SUBMISSION OF TENDERS

11. SUBMISSION OF TENDERS

11.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.

11.2. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.

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

- 11.3. For this public contract, tenders will be submitted electronically via the federal [e-Procurement platform](#), which ensures compliance with the conditions of Article 14, § 7 of the Law of 17 June 2016 on public procurement.

The platform is free and open to any tenderer wishing to participate in public procurement.

- 11.4. **Tenders must be submitted no later than 25 August 2026 at 5.00 P.M. (CET).**

- 11.5. Follow the 2 steps below to create an account:

- (a) [Register as a new user](#);
- (b) [Creating your enterprise](#).

- 11.6. The format of the documents should be .pdf or equivalent.

- 11.7. Please refer to the following link for [instructions on how to submit tenders](#).

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

- 11.9. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by mail or email does not satisfy the requirements of Article 14, § 6 and 7 of the Law of 17 June 2016 on public procurement. A tender submitted by mail or email will be discarded.**

- 11.10. You can also contact the e-Procurement helpdesk on +32 (0)2 740 80 00 or via [the contact form](#).

12. TENDER SIGNATURE

- 12.1. The tenderer is not required to sign the tender and its annexes individually when uploading them to the electronic platform. **These documents shall be signed globally by affixing an electronic (simple, advanced, or qualified) OR scanned hand-written signature on the submission report. Tenderers may choose one of these two signature methods. Only the signature affixed to the submission report, to the exclusion of any signature on other documents of the tender, shall be considered valid. Important: As the absence of a manual or electronic signature on the submission report constitutes a substantial irregularity, any tender whose submission report is not signed will be rejected.**

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

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

13. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 13.1. Tenders must be in the possession of the contracting authority before **25 August 2026 at 5.00 P.M. (CET)**.

- 13.2. Tenders are opened behind closed doors via the e-Procurement platform.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

14. EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

14.1. General - the ESPD

The tenderer submits the European Single Procurement Document (ESPD), which consists of an updated self-declaration which is accepted by the contracting authority providing preliminary evidence replacing the certificates issued by public authorities or third parties confirming that the economic operator concerned:

1° is not in one of the situations listed in Articles 67 to 69 of the Law of 17 June 2016;

2° fulfils the applicable selection criteria which have been established in accordance with Article 71 of the Law of 17 June 2016.

In accordance with Article 73, § 3, 2nd paragraph, of the Law of 17 June 2016, Enabel reserves the right to make use of the possibility offered to it to analyse the tenders before having completed the selection phase, with the sole exception of no grounds for exclusion, and compliance with the selection criteria verified on the basis of the ESPD alone. If the contracting authority decides to take this course of action, it will check the documentary evidence submitted by the tenderer with the highest-ranked regular tender which substantiates the latter's declarations in the ESPD, before awarding the contract to that tenderer, if applicable.

14.2. Procedure for completing the ESPD

Go to <https://dume.publicprocurement.be>, and select your language.

- To the question, 'Who are you?', answer 'I am an economic operator'.
- To the question, 'What would you like to do?', answer 'Create an ESPD response'.
- Indicate your country and click 'Next';
- Complete the following sections of the ESPD:

Part I: Information concerning the procurement procedure and the contracting authority or contracting entity

Identity of the procurer:

'Official name': 'Enabel'

'Country': choose 'Belgium'

Information about the procurement procedure:

'Type of procedure': choose 'Open procedure'

'Title': '1.1.Public service contract for the provision of technical expertise in Opportunity-Driven Skills Development (VET) and Employment for the TEI OP-VET Technical Assistance Facility in Sub-Saharan Africa'

'Short description': Leave this box empty

'File reference number attributed by the contracting authority or contracting entity (if applicable)': answer 'BEL23001-10131'

Part II: Information concerning the economic operator

Information about the economic operator: provide the information requested as accurately as possible. Your attention is drawn specifically to the following two questions:

'Is the economic operator participating in the procurement procedure together with others?': Only answer 'yes' if you are submitting your tender with one or more other economic operators. These

economic operators must submit the tender together with you. They must not simply be subcontractors.

Information about representatives of the economic operator: If the tenderer is an individual, the information to be provided here is the tenderer's own information. If the tenderer is a legal entity, the information to be provided here relates to the natural person(s) authorised to represent the candidate/legal entity tenderer outside the limits of day-to-day management. The identity of this (these) natural person(s) is generally stipulated in the articles of association of a tenderer which is a legal entity. If, for example, there are two directors, information should be provided for each of them. To add a person, click on the '+' tab to the right of the heading 'Information about representatives of the economic operator'.

Information about reliance on the capacities of other entities: Click on 'yes' if you are relying on the capacity of one or more entities to help you meet the qualitative selection criteria set out in these Tender Specifications. These entities may be subcontractors, but this is not mandatory. These entities are not the operators who may participate in the procurement procedure together with you. For these operators, please refer to the previous question (see above).

Information concerning subcontractors on whose capacity the economic operator does not rely: Indicate here whether you intend to use subcontractors on whose capacity you will not rely. If you indicate 'yes', specify in the bottom line the identity of any subcontractors you already know.

Part III: Exclusion grounds

Grounds relating to criminal convictions: Answer each question and provide any additional information that may be required if you answer 'yes' to any of them.

Grounds relating to the payment of taxes or social security contributions: Answer each question and provide any additional information that may be required if you answer 'yes' to any of them.

Grounds relating to insolvency, conflicts of interests or professional misconduct: Answer each question and provide any additional information that may be required if you answer 'yes' to any of them.

Purely national exclusion grounds: In the context of the present contract, this ground for exclusion refers to any conviction you may have for employing illegally resident third-country nationals. If you have been convicted for this reason, select 'Yes' and answer the additional questions that appear. If you have not been convicted for this reason, answer, 'No'.

PART IV: Selection criteria To the question 'Do you want to use the selection criteria from A to D? answer 'no'. In this case, you will be asked to provide a global indication of the selection criteria. Specify whether you meet all the required selection criteria (see Chapter 6 – Selection file).

PART V: Reduction of the number of qualified candidates: No reduction in the number of qualified candidates is envisaged in the context of the present contract. The response indicated is therefore unimportant.

Part VI: Concluding statements: Provide the requested information.

After completing the entire form, click 'Overview' at the bottom of the page. You will see your completed ESPD, which you can download in PDF and/or xml format to submit electronically with your tender.

- 14.3. Economic operators may re-use a ESPD that has already been used for a previous procedure, provided that they confirm that the information provided is still valid.

15. EXCLUSION GROUNDS

- 15.1. The mandatory and facultative grounds for exclusion are given in the ESPD and the declaration on honour regarding the policy: 'Know your Counterparty Policy'.
- 15.2. As a reminder, the grounds for exclusion apply to the tenderer as well as to:

1. All members of a grouping of economic operators;
2. All third-party entities on whose capacities the tenderer intends to rely upon to meet the selection criteria set out in the Tender Specifications (see Chapter 6 – Selection file).

15.3. The contracting authority is required to verify that there are no 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: Télémarc).
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: Télémarc).
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: Télémarc).

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

However, for documents that are not accessible via a free national database in a member state of the European Union, the tenderer must be capable of providing the supporting documents within 5 working days of the contracting authority's request.

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

15.4. Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)

Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

16. QUALITATIVE SELECTION

- 16.1. By means of the documents requested in the 'Selection file' (Chapter 6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 16.2. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
 - (a) all participants submitting a joint bid as a consortium of economic operators;

- (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 16.3. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion. The tender must also **include a separate European Single Procurement Document (ESPD) for each of these participants or entities.**
- 16.4. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

17. MODALITIES RELATING TO TENDER EXAMINATION AND REGULARITY OF TENDERS

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

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

The substantially irregular tenders are excluded.

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

The following irregularities are deemed substantial:

- (a) failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law
 - (b) failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors and of Article 14 of the Law of 17 June 2016 on public procurement, insofar as they contain obligations vis-à-vis the tenderers
 - (c) failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents
- 17.3. The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors).

18. AWARD CRITERIA

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

Award criterion	Weight	Evaluation method
Price	30 points	Tenderers shall complete the tender form referred to in clause 3 of chapter 8 Forms - Tender form - Prices – of the tender specifications and indicate their proposed daily rate.

Award criterion	Weight	Evaluation method
		This daily rate applies to all working days performed by the expert. It will apply whether the expert works from Belgium (or remotely) or is on mission abroad. Tenderers are invited to take this into account when preparing their price proposals and to propose an average rate. The offer with the lowest daily rate will receive the maximum number of points. For the other offers, this criterion will be evaluated based on the following proportionality rule: $B = [P(\text{lowest}) / P(\text{bid})] \times Z$ where: B = the number of points awarded to the bid under consideration. P(lowest) = the amount of the lowest regular bid. P(bid) = the amount of the bid under consideration. Z = the weighting for the price criterion. Prices will be compared including VAT.
Experience	70 points	Tenderers shall identify the expert proposed for the performance of the contract and include the following documents in their tender: • the Curriculum Vitae (CV) of the proposed expert; • a list of relevant publications, where applicable; • a list of references for comparable assignments demonstrating the expert's relevant professional experience; • any other supporting documentation that the tenderer considers relevant to demonstrate the expert's qualifications and experience. The proposed expert will be assessed against the following sub-criteria: • Sub-criterion 1: Knowledge and experience of Opportunity-Driven Skills Development, Vocational Education and Training (VET) and skills development in Africa (20 points). • Sub-criterion 2: Professional experience in Sub-Saharan Africa, taking into account the extent, relevance and quality of the assignments performed in the region (10 points). • Sub-criterion 3: Experience in employment promotion, employment-oriented training, employment services, private sector engagement and PPP's (15 points). • Sub-criterion 4: Previous experience in European multi-agency collaborations, EU-funded projects and/or Technical Assistance Facilities supporting sustainable development in Africa (15 points). • Sub-criterion 5: Additional relevant experience in the following areas (10 points): ○ practical experience in one or more Global Gateway priority sectors (2 point); ○ promotion of decent work and inclusion (2 point); ○ project management and/or team leadership (2 point); ○ identifying and contracting expert profiles (2 point); ○ data collection and monitoring and evaluation of VET and/or employment interventions (2 point).

- 18.2. The scores for the award criteria will be added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the European Single Procurement Document (ESPD) of this tenderer and provided the control shows that the European Single Procurement Document (ESPD) corresponds with reality.

19. AWARDING THE PUBLIC CONTRACT

- 19.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 19.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

20. CONCLUDING THE CONTRACT

- 20.1. In accordance with Article 88 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.
- 20.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 20.3. The full contract consists of the following documents:
- (a) These tender specifications and their annexes;
 - (b) The approved tender and all its annexes;
 - (c) The registered letter notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
- 20.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.
2. These tender specifications derogate from Article 19 of the GIR (see clause 4 below).

SECTION (A) - GENERAL

1. USE OF ELECTRONIC MEANS (ART. 10)

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

2. MANAGING OFFICIAL (ART. 11)

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

3. CONFIDENTIALITY (ART. 18)

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

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

4. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 4.1. The contracting authority acquires the intellectual property rights created, developed, or used during the execution of the contract.
- 4.2. The contractor agrees to transfer to the contracting authority all economic rights related to copyright on all works covered by the contract (including texts, documents, graphics attached or incorporated into the contract, all preparatory works, etc.) created by them or their team. If the works are created by third parties, the contractor guarantees that they have acquired all exclusive rights and can transfer them to the contracting authority.
- 4.3. The costs for the transfer of these rights for all modes and forms of exploitation are fully included in the contract prices.
- 4.4. The service provider cannot claim any special compensation, damages, or indemnity for the use, in the context of the execution of this contract, of patents, licenses, copyrights, etc., for which it is assumed that they have taken into account the resulting costs when preparing their offer.
- 4.5. It is further specified that the contracting authority is in no way obliged to pay anything to a third-party holder (and/or operator) of a patent, license, etc., used for the execution of this contract. The selected service provider is solely responsible for their own execution processes, even if the requirements of this contract indirectly indicate that the use of a patent, license, etc., is necessary for the proper execution of the services covered by this special specification.
- 4.6. In summary, patent rights, licenses, royalties, copyrights, or miscellaneous fees are the responsibility of the contractor, who remains solely liable in the event of any claims.

5. PROTECTION OF PERSONAL DATA

5.1. Processing of personal data by the contracting authority

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

5.2. Processing of personal data by the service provider

Where during contract performance, the service provider processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply :

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

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

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

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. CONFORMITY OF PERFORMANCE (ART. 34)

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

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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

8.1. Scope

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

8.2. Nature of the amendment

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

8.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract.

To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative

to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial service provider), the contracting authority shall address itself:

- (a) either successively, according to the ranking, to the other regular tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;
- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

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

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

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial service provider by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR".

If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

9. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

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

- 10.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 10.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.
- 10.3. When activities are suspended, based on this clause 10.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and

the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

10.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:

- (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
- (b) The suspension is not due to unfavourable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
- (c) The suspension occurs during the contract's performance period.

11. UNFORESEEABLE CIRCUMSTANCES

11.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.

11.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 11. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

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

12.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.

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

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

12.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

13. SPECIFIC REVIEW CLAUSE – REPLACEMENT OF THE EXPERT (ART. 38)

13.1. The Contractor may propose the replacement of the expert for all or part of the remaining duration of the contract, subject to the following conditions and procedures.

13.2. The Contractor shall submit to the Contracting Authority's Contract Manager the curriculum vitae of the proposed replacement expert together with the expert's written agreement to provide the services on behalf of the Contractor. The replacement shall only be accepted if the proposed expert has qualifications, experience and overall competence equivalent to those of the expert to be replaced.

- 13.3. The Contracting Authority reserves the right to approve or reject the proposed replacement expert, even where the requirements set out above are met.
- 13.4. If the proposed replacement expert is not approved, the Contractor shall either retain the initially proposed expert or submit another replacement expert for the Contracting Authority's approval.

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

- 14.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.
- 14.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 14.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

15. INSPECTION OF THE SERVICES (ART. 150)

- 15.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.
- 15.2. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

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

- 16.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.
- 16.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfill its obligations.

SECTION (G) - MEANS OF ACTION

17. FAILURE OF PERFORMANCE (ART. 44)

- 17.1. The service provider shall be considered in breach of this public contract under the following circumstances:
- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
 - (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;

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

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

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

18. FINES FOR DELAY (ART. 46 AND 154)

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

19. MEASURES AS OF RIGHT (ART. 47 AND 155)

- 19.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the "GIR", to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 19.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.
- 19.2. The measures as of right are:
 - (a) Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;
 - (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
 - (c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

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

SECTION (H) - END OF THE PUBLIC CONTRACT

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

- 20.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.
- 20.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 20.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the "GIR" (clause 21).
- 20.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.
- 20.5. The acceptance process is final and concludes the services under the contract.

21. INVOICING AND PAYMENT (ART. 66-72 AND 160)

- 21.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.
- 21.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 21.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following addresses: Joseph.Asfour@enabel.be and Charlotte.Vanstallen@enabel.be.
- 21.4. Payment will be made in one instalment upon provisional acceptance of the services.

22. ADVANCE PAYMENTS

- 22.1. Notwithstanding clause 21.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance may be granted to the service provider.

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

- (a) 20% if the winning tenderer 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;
- (b) 10% if the winning tenderer 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;

- (c) 5% where the winning tenderer 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.

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

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

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

22.3. No advance is granted before:

- (a) Notification of the conclusion of the public contract;
- (b) A written dated demand submitted to the contracting authority;
- (c) 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 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 in the event of total or partial non-performance of the public contract.

22.4. Payment of the advance may be suspended if it is found that the service provider does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

22.5. The advance granted is charged to the amounts owed to the service provider, as follows: The first half of the advance payment shall be offset against the sums due to the service provider when the value of the services performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the service provider when the value of the services performed reaches 60 per cent of the original order amount.

5 TERMS OF REFERENCE

1. GENERAL INFORMATION

This part of the tender specifications outlines the objectives and expected results of the expert services in Opportunity-Driven Skills Development (VET) and Employment in Sub-Saharan Africa.

Duty station: When not on mission, the expert is encouraged to be present at Enabel's headquarters in Brussels to carry out the services. Experts who are not based in Belgium may perform the services remotely from their country of residence, with occasional missions to Brussels as required.

Intervention zone: Sub-Saharan Africa

Enabel background in the country: Enabel is the Belgian agency for international cooperation. It implements Belgium's governmental cooperation. The agency also works for other national and international donors. With its partners in Belgium and abroad, Enabel offers solutions to address pressing global challenges - Climate Change, Urbanisation, Human Mobility, Peace and Security, Economic and Social Inequality - and to promote Global Citizenship. With 2,000 staff, Enabel manages about 170 projects in twenty countries, in Belgium, Africa and the Middle East.

Intervention context and objectives: The Team Europe Initiative Opportunity-Driven Skills, VET and Employment (TEI OP-VET) aims to improve skills and VET (Vocational Education and Training) provisions in Sub-Saharan Africa (SSA) by addressing the skills needs of the EU Global Gateway and other flagship initiatives, while enhancing the employability of women and men in SSA. The Initiative is implemented by several agencies: Enabel, Expertise France, EDUFI and GIZ. The project is structured around three main pillars, with Pillar 1 focusing on the Technical Assistance Facility.

The Technical Assistance (TA) Facility of the Team Europe Initiative Opportunity-driven Skills and Vocational Education and Training in Africa (TEI OP-VET) provides support for (re)orienting existing or planned sector specific or Skills/VET interventions in partner countries in Sub-Saharan Africa towards concrete employment opportunities created by public and private investments under the Global Gateway Investment Package.

Key activities of the Technical Assistance Facility:

- 1. Identification of employment opportunities and skills needs:**
Example: Develop methods to identify employment opportunities and required skills needs and conduct mappings of key sub-sectors and value chains (VCs) aligned with Global Gateway priorities.
- 2. (R)orientation of VET interventions towards concrete job opportunities**
Example: Reorientation and reformulation of relevant EU and EU MS sectoral and VET interventions to follow an OP-VET approach.
- 3. Support for implementation of OP-intervention**
Example: Provide tools and advice to establish partnerships between private and public stakeholders aiming to develop and implement specific OP-VET interventions.
- 4. Monitoring and Evaluation of OP-VET and skills development interventions**
Example: Develop tools and methods to assess the impact of OP-VET & skills development approaches on employment and VC growth.

OP-VET in practice through a **step-based approach** (1 request can include one or more steps):

- The TA Facility will assess and identify decent employment opportunities in sectors and value chains supported by the GG and other EU-Africa flagship

initiatives. This includes analyzing value chains and sectors with the highest skills needs and employment potential across SSA countries.

- Continuous engagement with private sector representatives will be key to identifying relevant value chains and sectors with concrete employment opportunities.
- Based on the identified opportunities, the TA Facility will formulate recommendations and tools for VET stakeholders to adjust their training provision to be more responsive to private sector needs.
- This includes developing methodologies and methodologies, training approaches and tools, capacity-building van key stakeholders, encouraging stronger public-private dialogue around VET and skills, and supporting M&E.

Core Principles of the Technical Assistance Facility:

- **On-Demand and Tailor-Made Support:**

- The TA Facility offers advisory services, recommendations, and tools on request by eligible organizations.
- Requests must be linked to relevant ongoing or planned projects or programmes by the EU or EU MS and connected to investments, a wider sectoral strategy, or other relevant initiatives.

- **Eligibility Criteria:**

- Requests must demonstrate potential for employment.
- Requests must be endorsed by the respective EUD in the country of implementation.
- The TA Facility will focus on advancing access to employment opportunities for women and encourage a gender-responsive approach.

- **Implementation and Coordination:**

- The TA Facility will be coordinated by Expertise France, with support from other implementing agencies.
- A dedicated Pillar 1 Coordinator will ensure overall coherence of the activities and maximize added value for joint implementation of requests by multiple agencies.

Expected Results of the Technical Assistance Facility:

- **Result 1:** Decent employment opportunities in sectors and value chains responding to EU Global Gateway priorities are identified and assessed at the country level.
- **Result 2:** Improved capacities of VET actors for the development of VET services relevant to identified employment opportunities.

The TA Facility is designed to be a flexible and responsive mechanism that can adapt to the evolving needs of the private sector and the employment landscape in SSA. By focusing on concrete employment opportunities and fostering public-private partnerships, the TA Facility aims to create a sustainable impact on the VET ecosystem in the region.

Security situation in the countries and the intervention:

The security situation in Sub-Saharan Africa remains highly volatile and complex. The region faces numerous challenges, including political instability, conflicts, and security issues. Violence has been spreading due to the political and economic marginalization of some communities, and the difficulties of transitioning to democracy. Additionally, the region is characterized by weak institutions and low levels of trust between citizens and governments. Rising food and energy prices, coupled with public debt and inflation, have further exacerbated the situation, impacting the region's most vulnerable populations. Overall, the near-term outlook is extremely uncertain, with many countries facing difficult socio-political and security situations.

Travel frequency, conditions and regions (duration of travel, means of transport, etc.): The consultant is encouraged to travel at the main office located in Brussels, but the activities also require frequent travel to Sub-Saharan Africa, where the interventions will be implemented.

2. OVERVIEW OF SERVICES AND EXPECTED RESULTS

- **Duration:** Enabel estimates the assignment at a presumed quantity of 234 working days per year (with an estimated average of 4,5 working days per week). By submitting their tender, the tenderer commits to being available to ensure this level of engagement.
- **Specific results areas:** The services are an integral part of the first pillar of the TEI OP-VET, responsible for the Technical Assistance (TA) Facility. It will contribute to two result areas of the TEI OP-VET:
 - Result area 1: decent employment opportunities in sectors and value chains, notably those responding to EU Global Gateway priorities, are identified and assessed at country level
 - Result area 2: improved capacities of VET actors for development of VET services relevant to identified decent employment opportunities.

As part of these result areas, the expert will support the successful implementation of selected Technical Assistance (TA) interventions assigned to Enabel, by providing input under the guidance of Enabel's Liaison Officer.

- **Expected results of the services:** The expected results and underlying activities can be structured according to the three phases of a TA intervention.

I. TA interventions are prepared through a written action plan and the mobilisation of an expert team

- **Develop Technical Assistance Intervention Action Plans:** The expert will develop TA intervention Action Plans (TA-IAP's) in line with a provided TA-IAP template in close consultation with the national stakeholders. The TA-IAP is based on an approved TA Request and aims at defining the main features of the action such as the main objective, expected results, methodology, mobilized expertise, budget, M&E and serves as the guiding document for the implementation of the TA intervention.
- **Identification and Mobilisation of experts:** For each TA intervention a team of complementary experts needs to be established with regards to the specific expertise needed for the request. The Technical Expert will develop the ToR for the required expertise and support, by adopting Enabel's contracting modalities and in accordance with the Experts Assessment Forms, a tool that will be provided to assist in selecting the appropriate profile.

II. TA interventions are successfully implemented by coordinated teams with produced deliverables

The Second expert will lead the Technical Assistance intervention teams throughout implementation in close consultation with the Enabel Liaison Officer. Key responsibilities within the TA interventions are:

- organising a kick-off meeting
- delivering requested support services through the expertise teams
- planning and implementing backstopping missions
- organise team meetings
- Engage transversal experts and other stakeholders to the Technical Assistance

- Ensure synergies between TA interventions and other project activities
- reviewing and sharing deliverables, and
- close the action in accordance with project procedures.

Requested support services will be delivered through expertise teams and can consist of:

- Engaging with businesses to explore decent work opportunities and corresponding skills requirements
- Analysing required skills profiles to match the decent employment opportunities at country level
- Analysing skills gaps responding to decent employment opportunities
- Supporting the dialogue process, e.g. mechanism for PPP in VET
- Providing advice and tools for capacity building of VET actors for the development of VET services
- Providing advice and good practices for a (best) gender transformative approach
- Providing advice on post-training support and mechanisms for transitioning to work (job coaching and support)

III. TA interventions are followed up, monitored and capitalised upon

Post-intervention, the expert will share the TA intervention survey and organise a follow-up call with the requester and the local expertise team (if relevant). He/her will provide inputs for monitoring and evaluation and capitalisation exercises requested by the Liaison Officer or Hub members.

- **Contextual factors impacting the function:**

- Wide scope of thematic areas: The expert will oversee projects covering a broad range of thematic areas and specific needs.
- Wide scope of SSA countries implied: The expert will supervise projects across a wide range of countries within Sub-Saharan Africa (SSA), mostly Enabel partner countries. This necessitates sufficient flexibility and adaptability for a locally tailored approach.
- Various countries in SSA face challenges related to security, socio-economic conditions, and institutional capacities. This can complicate the execution of interventions and the organization of missions.
- Multiple national and international stakeholders: The project will need to address the needs of both local and international partners (ministries, private actors, VET institutions, European institutions) and must effectively manage these diverse actors for partnership building and tailored communication.
- Diverse team of multiple agencies: The project team consists of a collaboration of different agencies and the Technical Assistance Facility is led by Expertise France. Adapting to Enabel's procedures, rules, and modalities will be required, along with an open attitude towards the other partnering agencies.

3. DELIVERABLES

1. General Deliverables (at the end of the assignment)

- TA expert feedback sheet (according to a template that will be foreseen by the project)
- End-of mission debriefing (presentation and discussion)

2. Specific Deliverables for each Technical Assistance (TA) Request

- Technical Assistance Intervention Action Plans (TA-IAPs)
- Reviewed and validated TA deliverables

- TA M&E reporting

4. PLANNING

Given that the Technical Assistance Facility operates on a request-driven basis, it is not yet possible to develop a detailed work plan, as this will depend on the nature, timing, and specific requirements of the requests received during implementation. A detailed planning will therefore be developed in close coordination with the Enabel Liaison Officer at the start of the assignment and updated through dedicated alignment meetings prior to the launch of each new Technical Assistance intervention.

6 SELECTION FILE

Technical and professional capacity

Selection criteria	Minimum requirements
Language	All proposed experts must demonstrate proficiency in English and French, both spoken and written. If the language is not their native tongue, proficiency must be demonstrated by one of the following: • The language in which in which their studies were conducted; • Significant professional experience (minimum of one year) conducted in the language; • Success in an official or recognized language test or any other relevant certification.

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

The tenderer attaches the following to his tender:

- (a) Identification form (clause 1 of chapter 8 Forms);
- (b) List of subcontractors (clause 2 of chapter 8 Forms);
- (c) Tender form - Prices (clause 3 of chapter 8 Forms);
- (d) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);
- (e) All documents demanded for the application of qualitative selection (see clause 16 of chapter 3 Award Procedure and chapter 6 Selection file) and award criteria (see clause 18 of chapter 3);
- (f) The statutes and any other document required to demonstrating that the person signing the submission report is duly authorised to bind the tenderer (see clause 12 of chapter 3);
- (g) The European Single Procurement Document (ESPD) (see clause 14 of chapter 3).
- (h) *Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 16 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;*
- (i) *Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.*

8 FORMS

1. IDENTIFICATION FORM

1.1. Identification form – Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

PLACE OF REGISTRATION (if applicable)	
COUNTRY	

1.2. Identification form – Legal person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if applicable and if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

2. LIST OF SUBCONTRACTORS

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

List of subcontractors planned to be engaged in the implementation of the contracts				
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged (if applicable)	Other entity within the meaning of paragraph 1 ^{er} of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

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

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes. The tender also includes **a separate ESPD** for the entities in the meaning of paragraph 1.

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

3. TENDER FORM - PRICES

Description	Unit	Presumed Quantity (working days/year)	Unit Price (EUR, excl. VAT)	VAT Rate	Total Price (EUR, excl. VAT)
Daily rate (8 working hours) for the proposed expert	Working day	234	€	%	€

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

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

Regarding conflict of interest:

Please tick the applicable box

- ☐ The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.
- or**
- ☐ The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.
- ➔ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*
- ☐ **The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**

- ☐ The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.
- ☐ The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium.

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

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

8 FORMAL APPROVALS OF THE TENDER SPECIFICATIONS AND LAUNCH DECISION

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

Done in Brussels, 23 July 2026,

Charlotte Vanstallen

VET & Employment Expert - Liaison Officer

Luc Vanheule

Manager Finance & Contracts – Global Projects