



## TENDER SPECIFICATIONS

Public service contract for “**Pathways to Skills and Employment – Northern Jordan**”

Reference No: **JOR24001-10003**

Country: **Jordan**

Direct Negotiated Procedure with Prior  
Publication

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

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*Deadline for submission of tenders:*      **26 July 2026 at 15:00PM (Jordan)**

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# 1 GENERAL REMARKS

## 1. THE CONTRACTING AUTHORITY

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

Name	Position
Heidi De Pauw	Country Director

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

## 2. RULES GOVERNING THE PUBLIC CONTRACT

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

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

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

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

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.
- 3.2. In case of court action, correspondence must (also) be sent to the following address:  
  
Enabel S.A.  
Global Procurement Services  
To the attention of Ms Laura Jacobs  
Rue Haute 147  
1000 Brussels  
Belgium
- 3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

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

### 1. TYPE OF CONTRACT

- 1.1. This public contract is a service contract for provision of: The consultancy aims to support the effective implementation of the STEP scholarship programme in Northern Jordan by strengthening beneficiary identification, monitoring, generic skills development, career guidance and school-to-work transition support mechanisms in targeted regions of Jordan. The assignment will enhance Enabel's implementation of STEP through coordinated engagement with participating Business and Technology Education Council (BTEC) schools, training providers, and private sector partners in Northern Jordan to ensure that scholarship beneficiaries are effectively supported throughout their education and transition into employment or entrepreneurship opportunities.

### 2. LOTS

- 2.1. This public contract is not divided into lots.
- 2.2. The main reasons for not dividing this public contract into lots are: **to avoid fragmentation and ensure efficient coordination and accountability across all tasks.**

### 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. This public contract starts **upon award notification** and ends on **31 July 2029**.
- 4.2. This public contract **MAY NOT** be renewed.

### 5. VARIANTS

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

### 6. OPTIONS

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

# 3 AWARD PROCEDURE

## SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

### 1. AWARD PROCEDURE

This public contract will be awarded through a Direct Negotiated Procedure with Prior Publication pursuant to Article 41, § 1, °1 of the Law of 17 June 2016 on public procurement.

### 2. PUBLICATION

This contract is advertised in

- 2.1. The following official platform:
- (a) The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)
- 2.2. The following platforms:
- (a) Website of Enabel ([www.enabel.be](http://www.enabel.be));
  - (b) Website of the OECD (Organisation for Economic Co-operation and Development);
  - (c) [www.tendersjo.com](http://www.tendersjo.com).

### 3. FURTHER INFORMATION

#### 3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

*Karmel Al Salqan*

*Contract Support Manager*

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

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

#### 3.2. Requesting clarifications

Prospective tenderers have until the **July 16, 2026 (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 ([karmel.alsalqan@enabel.be](mailto:karmel.alsalqan@enabel.be)), and will be answered in the order received.

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

#### 3.3. 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, **July 19, 2026** 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. The tender and all annexes to the tender form must be drawn up in:
  - (a) English.
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 5.5. The tenderer must use the tender forms provided in the annex:
  - (a) Identification form (clause 1 of chapter 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).Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.
- 5.6. The tenderer also attaches the following to his tender:
  - (a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);
  - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
  - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
  - (a) Identification form (clause 1 of chapter 8 Forms);
  - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);

- (c) The statutes and any other document required to establish the power of attorney of the signer(s);
  - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 5.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 5.9. 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 13 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.

## 6. TENDER CURRENCY

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

## 7. DETERMINATION OF PRICES

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

## 8. ELEMENTS INCLUDED IN THE PRICE

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

(i) Acceptance costs.

8.3. All relevant costs must be factored into the prices for this public contract.

## SECTION (C) - SUBMISSION OF TENDERS

### 9. SUBMISSION OF TENDERS BY ELECTRONIC MEANS

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

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

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

9.3. It must be submitted:

9.4. a) By email naming the tender name and the reference number mentioned above.

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

9.5. The service can be reached on working days during office hours: from 9 am 4 pm. **Tenders must be submitted no later than 26 July 2026 at 15:00PM (Jordan Time).**

9.6. The format of the documents should be .pdf or equivalent.

### 10. ELECTRONIC SIGNATURE OF TENDERS

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

**These documents shall be signed globally by affixing a qualified electronic signature on the accompanying submission report.**

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

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

10.4. The contracting authority also reminds the tenderer that a scanned written signature is not considered a valid electronic signature.

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

11.1. Tenders must be in the possession of the contracting authority before **26 July 2026 at 15:00PM (Jordan)**.

11.2. Tenders submitted by electronic means are opened via the e-Procurement platform. The tender opening session for paper tenders will take place behind closed doors at the address given under clause **Error! Reference source not found.** for the submission of tenders.

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

### 12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).
- 12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**  
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

### 13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' ( 6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.
- 13.3. 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.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. 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.

## 14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria and the minimum requirements are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

## 15. AWARD CRITERIA

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

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Methodology and Implementation Approach	30	<ul style="list-style-type: none"> <li>• Quality, clarity, and feasibility of the proposed methodology for implementing the consultancy tasks, including identification of BTEC schools and students, monitoring of beneficiaries, and facilitation of skills training and school-to-work transition activities.</li> <li>• Demonstrated understanding of the STEP programme objectives and implementation context.</li> </ul>
Work Plan and Implementation Timeline	20	<ul style="list-style-type: none"> <li>• Clear sequencing of activities and realistic timelines aligned with the assignment duration.</li> <li>• The work plan should demonstrate achievable deliverables and a structured approach to implementing all consultancy tasks.</li> </ul>
Experience and qualifications of the proposed team	20	<ul style="list-style-type: none"> <li>• Qualifications of Team Leader (5)</li> <li>• Experience in TVET (5)</li> <li>• Experience in scholarship programmes (5)</li> <li>• Experience in Jordan or similar contexts (5)</li> </ul>
Price	30	Lowest financial offer / Tenderer's financial offer × 30

15.2. The scores for the award criteria will added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the declaration on honour of this tenderer and provided the control shows that the declaration on honour corresponds with reality.

## 16. AWARDING THE PUBLIC CONTRACT

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

16.2. 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.

## 17. CONCLUDING THE CONTRACT

17.1. The contract is formed upon notification to the succesful tenderer of the approval of their tender.

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

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

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

17.4. 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

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.

These tender specifications derogate from the following Article of the "GIR":

Article 26 - The performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender. This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of this public contract.

### 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)

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

### 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. PROTECTION OF PERSONAL DATA

#### 4.1. Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for 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.

#### 4.2. 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.

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

- 5.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 5.2. Unless otherwise specified in the procurement documents and without prejudice to clause 5.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 5.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.
- 5.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

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

#### 6.1. Scope and amount (Art. 25)

The performance bond is a requirement for this public contract and is set at **5%** of the total value of the contract, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

#### 6.2. Nature of the performance bond (Art. 26)

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

#### 6.3. Deadline for submitting the performance bond (Art. 27)

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

The period specified above is suspended during the period of closure of the service provider's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

#### 6.4. Posting of the performance bond (Art. 27)

The performance bond must be posted by the successful tenderer in one of the following ways:

- (a) Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office ([Dutch](#) or [French](#) procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;
- (b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;
- (c) Joint surety : By the deposit, via an institution that lawfully carries out this activity, of a deed of joint surety with the Deposit and Consignment Office or with a similar public institution;
- (d) Guarantee : Provide the deed of undertaking of the credit institution or the insurance company.
- (e) Bank cheque with no end date.

#### 6.5. Proof of deposit (Art. 27)

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

- (a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;
- (b) A debit notice from the credit institution or insurance company;
- (c) An deposit certificate issued by the State Cashier or a similar public institution;

- (d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
- (e) The original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and a reference to the procurement documents, as well as the name, first name and full address of the service provider and, where relevant, that of the third party that made the deposit on the service provider 's account, bearing the statement 'lender' or 'mandatory', as appropriate.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

#### 6.6. Release of bond

If the contracting authority confirms acceptance of the services, the bond shall be released, even if the service provider has made no such request.

The whole of the bond will be released at once after acceptance of the entire 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 unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
  - (c) The suspension occurs during the contract's performance period.

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

- 13.1. 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.
- 13.2. 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 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

## **SECTION (F) - PERFORMANCE MODALITIES**

### **14. ORDER FORMS (ART. 146)**

### **15. DEADLINES AND TERMS (ART. 147)**

- 15.1. The service provider must complete the services within **3 (three) years**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

### **16. PLACE OF PERFORMANCE (ART. 149)**

The services must be performed at the following address:  
**Amman - Jordan.**

### **17. INSPECTION OF THE SERVICES (ART. 150)**

- 17.1. 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.
- 17.2. 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.

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

- 18.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.
- 18.2. 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

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

19.1. 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).

19.2. 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.

19.3. 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".

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

20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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.

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

21.1. 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 21.2. 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.

21.2. 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

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

- 22.1. 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.
- 22.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 22.3. 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 23).
- 22.4. 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.
- 22.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

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

- 23.1. 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.
- 23.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 23.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Enabel - Belgian Development Agency, 22, Abdallah Ar-Rihani St., Swefieh, Amman, Jordan.**
- 23.4. Payment may be made in multiple instalments (progress payments).

Deliverable	Payment
Inception Report (methodology, stakeholder engagement approach, monitoring framework, and detailed work plan)	20%

School Identification and Mapping Report	10%
Student Identification Report	10%
Student Monitoring Framework and tools for tracking student progress	10%
Generic Skills Training Plan, Schedule and Completion Report	15%
School-to-Work Transition Report (including career guidance sessions, WBL opportunities, and entrepreneurial skills training)	15%
Final Assignment Report	20%

23.5. Each progress report may include and not limited to:

- (a) Total quantities to be achieved as per the initial measurements;
- (b) Quantities achieved and recorded in the previous month's progress report;
- (c) Total amount invoiced for the current month. .

## 5 TERMS OF REFERENCE

### Pathways to Skills and Employment – Northern Jordan

#### 1. Introduction and Background

The **Scholarship scheme for inclusive TVET system in Jordan** (STEP) programme is funded by the European Union under the NDICI–Global Europe instrument and complements the EU-funded actions Technical and Vocational Education and Training (TVET) for All in Jordan and Education for All. Together, these initiatives strengthen inclusive education and skills development pathways by facilitating access to secondary vocational education, providing complementary skills development opportunities, supporting the transition from school to employment or entrepreneurship, and supporting a scholarship mechanism for vulnerable Jordanian youth (55% women and up to 15% persons with disabilities) at secondary and post-secondary TVET levels.

Through scholarships, generic and entrepreneurial skills development, career guidance, and exposure to work-based learning (WBL) opportunities, the programme contributes to more inclusive education systems, improved employment prospects, and reduced inequalities, in line with the Sustainable Development Goals (SDGs) and national education and employment priorities.

STEP General objective: Enhanced employability of vulnerable Jordanian youth through the acquisition of labour-market relevant knowledge and skills and improved school-to-work transition.

STEP Specific objective: Vulnerable Jordanian youth access and complete secondary and post-secondary vocational education and training (VET) and enhance their skills through additional development opportunities.

#### 2. Objectives of the Assignment

##### Objective of the Assignment

The consultancy aims to support the effective implementation of the STEP scholarship programme in Northern Jordan by strengthening beneficiary identification, monitoring, generic skills development, career guidance and school-to-work transition support mechanisms in targeted regions of Jordan. The assignment will enhance Enabel's implementation of STEP through coordinated engagement with participating Business and Technology Education Council (BTEC) schools, training providers, and private sector partners in Northern Jordan to ensure that scholarship beneficiaries are effectively supported throughout their education and transition into employment or entrepreneurship opportunities.

This includes: (1) supporting the identification and engagement of participating BTEC schools and eligible vulnerable students (55% women and up to 15% persons with disabilities); (2) establishing mechanisms for monitoring students' registration, attendance, performance, and progression; (3) facilitating access to generic skills training that strengthens beneficiaries' employability for at least 75 student; and (4) supporting the transition from school to work through career guidance, WBL opportunities for at least 40 students, and entrepreneurial skills training for at least 30 students.

Through structured monitoring approaches, stakeholder coordination, and targeted employability support, the consultancy will contribute to improving retention, skills development, and labour market readiness of STEP beneficiaries, thereby supporting the programme's objective of enhancing the employability of vulnerable Jordanian youth (55% women and up to 15% persons with disabilities) through relevant skills development and improved school-to-work transition pathways.

To support these activities, Enabel seeks to engage a **qualified Consulting Firm to lead a consortium** in implementing key operational components including beneficiary identification, monitoring, skills training, and school-to-work transition support in Northern Jordan.

The lead firm shall remain contractually responsible for all deliverables and consortium coordination.

##### Specific Objectives of the Consultancy

The consultancy aims to:

- Ensure the effective participation of eligible BTEC schools in the STEP programme across Northern Jordan, including the management of the online applications
- Enable the selection of vulnerable youth beneficiaries (55% women and up to 15% people with disabilities) for STEP scholarships through structured identification and screening processes.
- Manage and operate the monitoring system for tracking beneficiaries' registration, attendance, performance, and progression.
- Improve beneficiaries' employability skills through access to generic skills training for at least 75 students.
- Facilitate school-to-work transitions through career guidance, WBL opportunities, and entrepreneurial skills development.

### 3. Description of core tasks of the consultancy

The Consulting Firm, ideally a minimum of three (3) team members, shall implement the five (5) main tasks outlined in these Terms of Reference throughout the consultancy assignment **period of three years**. During this period, the Consulting Firm shall **collaborate and coordinate with organizations operating in Northern Jordan** to support the identification and engagement of participating vocational schools and eligible scholarship beneficiaries, establish and implement mechanisms for monitoring and follow-up of students, facilitate access to generic skills training, and support the transition of beneficiaries from school to work through career guidance, WBL opportunities, and entrepreneurial skills development.

**Bidders are encouraged to establish a consortium with qualified organizations operating in the target area, that align with the strategic objectives of the assignment and to submit a joint proposal accordingly. The local organization will serve as a hub for students to receive support and guidance.**

The consultancy will be implemented in close coordination with Enabel, Ministry of Education (MoE), and relevant stakeholders, and will be carried out in accordance with the agreed methodology and work plan as detailed below:

#### Task 1: Identification of Participating Schools

##### Objective

To identify and engage eligible BTEC schools in the targeted governorates participating in the STEP programme.

##### Methodology Scope of Work

The Consulting Firm shall conduct a mapping and assessment of potential BTEC schools in the targeted regions in coordination with Enabel and relevant education authorities. This will include, interviews and focus group discussions with school principals, teachers, parents and students as well as employers, reviewing the schools' training programmes, relevance to priority economic sectors and relevance to STEP objectives, and capacity to host STEP scholarship beneficiaries. The Consulting Firm will engage with school management and relevant stakeholders to confirm their participation and support coordination between schools and the STEP programme. It will prioritize schools that already guarantee **safe learning environments** with adequate provisions for female students and/or for students with disabilities.

##### Deliverables

- Inception Report including methodology, stakeholder engagement approach, monitoring framework, and detailed work plan for implementation of all tasks.
- School Identification and Mapping Report including the list of recommended BTEC participating schools (Arabic and English)

#### Task 2: Identification of Students

##### Objective

To support the identification and screening of eligible vulnerable students (55% women and up to 15% people with disabilities) for STEP scholarships in participating schools.

#### Methodology Scope of Work

The Consulting Firm shall conduct outreach and information sessions within participating BTEC schools in collaboration and coordination with organizations operating in Northern Jordan to inform students and families about the STEP programme and scholarship opportunities.

The Consulting Firm shall support the screening and documentation process for potential applicants in accordance with the vulnerability and eligibility criteria established by the programme. Data collected will be consolidated in a database of potential beneficiaries to support the selection process.

#### Deliverables

- Beneficiary Identification Report including database of eligible applicants and summary of the identification process (Arabic and English)

#### Task 3: Monitoring and Follow-up of Students

##### Objective

To establish and implement a monitoring and follow-up mechanism to track STEP beneficiaries' registration, attendance, performance, and overall development.

#### Methodology Scope of Work

The Consulting Firm shall implement a structured monitoring system in coordination with participating BTEC schools and Enabel. Monitoring activities will include regular follow-up with BTEC schools and students to track attendance, academic performance, and progression. The Consulting Firm shall conduct periodic school visits, consultations, and focus group discussions with students where necessary to identify emerging issues and recommend corrective actions.

#### Deliverables

- Student Monitoring Framework and tools for tracking student progress (English)

#### Task 4: Facilitate Access to Generic Skills Training

##### Objective

To strengthen the employability of STEP beneficiaries by facilitating access to gender responsive generic skills training for at least 75 students.

#### Methodology Scope of Work

The Consulting Firm shall be responsible for coordinating and delivering a **10-day generic interactive and innovative skills training programme** covering, occupational safety and health, communication, teamwork, problem-solving, critical thinking, digital literacy, English language, and leadership. **Training shall be delivered by qualified and certified trainers either within the consortium or through approved subcontracting arrangements** and scheduled in coordination with participating BTEC schools to ensure accessibility for both female and male beneficiaries. **The final training topics shall be determined following the selection of participating schools and beneficiaries.** The training shall review the existing schools' training programmes, verify their relevance to STEP objectives and build on what is already provided for WBL, entrepreneurship and career guidance

#### Deliverables

- Generic Skills Training Plan and schedule (Arabic and English)
- Generic Skills Training Completion Report including participant lists and training outcomes (Arabic and English)

#### Task 5: Facilitate the Transition from School to Work

##### Objective

To support the transition of STEP beneficiaries from school to employment or entrepreneurship opportunities.

#### Methodology Scope of Work

The Consulting Firm shall coordinate extra-curricular skills development & the school to work transition that enable STEP 75 beneficiaries to access career guidance, WBL opportunities, and entrepreneurial skills training. This will include:

- facilitating career guidance and counselling sessions for at least 40 beneficiaries;
- holding at 2 job fairs: one in 2028 and one 2029;

- matching at least 40 beneficiaries to WBL opportunities in micro and small enterprises (MSEs);
- facilitating entrepreneurial skills training for at least 30 beneficiaries interested in starting their own businesses;
- generating income opportunities through employment or self-employment to at least 75% of the beneficiaries received WBL opportunities and beneficiaries who started their own business. The consulting firm is required to incorporate its income-generation approach into the proposed implementation methodology.

**WBL: Key tasks may include:**

**1. Mapping and engagement of enterprises**

- Identify and engage **relevant micro and small enterprises (MSEs)** in the targeted sectors in Northern Jordan.
- Conduct outreach meetings to present the objectives and benefits of the program.
- Establish **cooperation agreements or MoUs** with participating enterprises.

**2. Preparation of beneficiaries**

- Conduct **pre-placement orientation sessions** covering workplace expectations, communication skills, work ethics, and occupational safety.
- Assess students' interests and competencies to ensure **appropriate matching with enterprises**.

**3. Matching and placement**

- Match **at least 40 beneficiaries** with suitable WBL opportunities based on skills, location, and career interests.
- Define **learning objectives and placement duration** in coordination with host enterprises.
- Ensure gender-sensitive and inclusive placement practices.

**4. Mentoring and supervision**

- Assign a **workplace mentor** within each enterprise.
- Provide regular follow-up and monitoring to ensure quality learning experiences.
- Address any issues that may arise during placements.

**5. Monitoring and documentation**

- Track attendance, progress, and skills development of participants.
- Collect feedback from both enterprises and beneficiaries.
- Document lessons learned and best practices.

**6. Transition support**

- Provide guidance on how students can leverage their WBL experience for employment opportunities.
- Encourage enterprises to consider participants for **future employment or apprenticeships**.

**Selected Enterprises:**

Only enterprises demonstrating the capacity to provide a **safe working environment** and a **commitment to mentoring students at their workplace** shall be considered for selection.

- on behalf of the enterprise: safety and decent work conditions
- on behalf of the student: timeliness and a respectful attitude
- on behalf of Enabel: coverage of costs for the student, including the provision of safety gear and basic materials for the WBL experience, proper guidance on occupational safety, decent work principles and gender stereotypes, and mediation in case of problems. While not actually providing support to the companies, the provision of materials to the students (benefiting the workplace) may be considered an incentive.

**Entrepreneurial skills training: Key tasks may include:**

**1. Identification and selection of participants**

- Identify students interested in entrepreneurship through surveys, interviews, or career counseling sessions.
- Select **30 motivated beneficiaries** with viable business ideas or strong entrepreneurial interest.

**2. Design and delivery of training**

- Develop and deliver **practical entrepreneurship training modules**, which may include:
  - Funding opportunities and existing governmental support

- Basic business planning
- Marketing and customer development
- Digital tools for small businesses
- Legal and regulatory basics for startups

### 3. Business idea development

- Support participants in refining their **business ideas**.
- Guide them through the preparation of **simple business models or mini business plans**.

### 4. Mentorship and coaching

- Facilitate mentorship sessions with **local entrepreneurs or business experts**.
- Provide individual or group coaching sessions to strengthen entrepreneurial skills.

### 5. Exposure and networking

- Organize **entrepreneurship talks, site visits, or networking events** with local businesses and support organizations.
- Link participants with **relevant business development services or incubators**, where available.

### 6. Final pitching or showcase event

- Organize a **pitch session or entrepreneurship showcase** where participants present their business ideas.
- Invite local stakeholders, entrepreneurs, and potential supporters.

#### Deliverables

- School-to-Work Transition Report including:
  - WBL partnership agreements with MSEs
  - Placement plan and matching list
  - WBL placements including feedback from employers and students
  - Entrepreneurship training curriculum
  - Business idea briefs or mini business plans developed by participants
- Final assignment report with lessons learned

#### 4. Deliverables and Timeframe

Deliverables	Details	Estimated Days to Complete	Review and Approvals Required
Inception Report	<p>Includes methodology, stakeholder engagement approach, monitoring framework, and detailed work plan for implementation of all tasks. Provided reports should include:</p> <ul style="list-style-type: none"> <li>● Number of participating BTEC schools identified</li> <li>● Number of eligible beneficiaries identified</li> <li>● Number of students receiving generic skills training</li> <li>● Number of WBL placements completed</li> </ul>	Within 15 days of contract signature	Review and approval by Enabel

	<ul style="list-style-type: none"> <li>• Number of beneficiaries completing entrepreneurship training</li> <li>• Satisfaction rate of beneficiaries or employers</li> </ul> <p>Languages: English</p>		
School Identification and Mapping Report	<p>Mapping and assessment of eligible BTEC schools in Northern Jordan, including list of participating schools and interviews and focus group discussions.</p> <p>Languages: Arabic and English</p>	August 2026	Review and approval by Enabel
Beneficiary Identification Report	<p>Summary of outreach and screening process and database of eligible vulnerable students (55% women and up to 15% persons with disabilities) identified for STEP scholarships.</p> <p>Languages: Arabic and English</p>	Two weeks after the deadline of the online applications	Review and approval by Enabel
Student Monitoring Framework and tools for tracking student progress	<p>Student monitoring framework and practical tools to track beneficiaries' academic progress, attendance, retention, and participation throughout the scholarship cycle. The framework shall include clear indicators and mechanisms to identify and follow up with at-risk students. Periodic monitoring reports shall summarize student progress, challenges, and interventions undertaken. The tools and reports shall support timely decision-making and effective student support.</p> <p>Languages: English</p>	Quarterly during implementation period	Review by Enabel
Generic Skills Training Plan and Schedule and Completion Report	<p>a Generic Skills Training Plan and Schedule outlining the training approach, topics, timeline, target groups, delivery modalities, and implementation arrangements for the approved generic skills</p>	Summer Break in 2027, and Summer Break in 2028	Review by Enabel

	<p>programme. Upon completion, the service provider shall submit a Completion Report summarizing training implementation for at least 75 students, , participant attendance, key achievements, challenges encountered, and recommendations, supported by relevant documentation and disaggregated participation data where applicable.</p> <p>Languages: English</p>		
School-to-Work Transition Report	<ul style="list-style-type: none"> <li>WBL opportunities in MSEs (40 beneficiaries), and entrepreneurial skills training delivered (30 beneficiaries).</li> <li>Generating income opportunities including proposed detailed mechanism and provides resources and support</li> </ul> <p>Languages: English</p>	Summer Break in 2027, and Summer Break in 2028	Review and approval by Enabel
Final Assignment Report	<p>Consolidated report summarizing activities implemented, key results achieved, challenges, lessons learned, and recommendations for future implementation.</p> <p>Languages: Arabic and English</p>	June 2029	Review and approval by Enabel

- The level of effort (number of working days) proposed for each key team member shall be considered indicative of their expected workload and input. These days are not subject to separate budgeting or financial evaluation within the financial proposal.
- Insurance during the WBL should be covered by the Consulting Firm.

##### 5. Qualifications, experience and eligibility of The Team of Consultant

The Consulting Firm willing to apply shall include in their technical offer i) expertise of The Consulting Firm submitting the Proposal ii) methodology and work plan as per instructions. iii) financial proposal.

### ***The Consulting Firm Requirements and Qualifications***

The Consulting Firm shall submit a proposal outlining the composition and structure of a consortium led by a designated lead firm and comprising qualified partner organizations operating in the target area. The proposed team should demonstrate strong experience in TVET systems, youth employability programmes, skills development, and education-to-employment transition initiatives, along with proven capacity to implement field-based activities involving schools, students, training providers, and private sector partners.

The team composition may be tailored at the applicant's discretion, whereby one individual may perform multiple roles (e.g., coordinating both beneficiary identification and student monitoring), and more than one profile may contribute to the same output. However, Enabel will assess one expert per key function, based on their alignment with the criteria defined for each role.

This assignment is open to consulting firms applying as a consortium. Applications from individual consultants will not be considered.

Enabel identifies three (3) key team members to be included within the consulting team:

1. Team Leader / Youth Employability and Skills Development Expert
2. Training and Career Development Coordination Specialist
3. Project Officer

#### **1. Team Leader / Youth Employability and Skills Development Expert**

**Expected number of working days: 220**

##### Academic Background

- Advanced university degree (Master's or equivalent) in education, public policy, economics, social sciences, workforce development, or a related field.

##### Experience

- Minimum 5 years of professional experience in youth employability, skills development, TVET programmes, or education-to-employment initiatives.
- Demonstrated experience leading consultancy assignments or development projects involving multiple stakeholders.
- Proven experience coordinating programme implementation, monitoring beneficiary progress, or supporting employability initiatives.
- Experience working with public institutions, schools, training providers, or development programmes is required.
- Experience in Jordan in general and northern Jordan in specific is considered an asset.

##### Competences

- Strong understanding of TVET systems and school-to-work transition mechanisms.
- Strong understanding of BTEC pathways and school environments.
- Ability to coordinate field activities and manage multidisciplinary teams.
- Strong analytical, planning, and problem-solving skills.

##### Other Competences and Skills

- Excellent report writing and communication skills in Arabic and English.
- Strong stakeholder engagement and coordination skills.

## **2. Training and Career Development Coordination Specialist**

**Expected number of working days: 180**

### Academic Background

- University degree in education, business administration, human resource development, social sciences, or related field.

### Experience

- Minimum 5 years of relevant professional experience in youth employability, skills development programmes, or education-to-employment initiatives.
- Experience coordinating or supporting training programmes, career guidance initiatives, or employability activities for youth.
- Experience liaising with training providers, employers, or private sector partners is considered an asset.
- Experience supporting initiatives related to work-based learning, career counselling, or entrepreneurship support is desirable.

### Competences

- Ability to coordinate training activities and support the facilitation of career development initiatives.
- Good understanding of employability skills, career pathways, and school-to-work transition mechanisms.
- Ability to coordinate with training providers, schools, and private sector partners.

### Other Competences and Skills

- Strong coordination, communication, and facilitation skills.
- Fluency in Arabic and good working knowledge of English is preferred.

## **3. Project Officer**

**Expected number of working days: 60**

### Academic Background

- University degree in education, social sciences, economics, development studies, or related field.

### Experience

- Minimum 2-3 years of relevant professional experience in research, project coordination, or programme implementation.
- Experience supporting field activities such as data collection, Monitoring and Evaluation, beneficiary follow-up and identification of success stories, or stakeholder engagement.
- Experience working on youth, education, or development programmes is desirable.

### Competences

- Ability to support data collection, monitoring activities, and documentation.
- Strong organizational and coordination skills.

- Strong communication skills

### Other Competences and Skills

- Good written and verbal communication skills.
- Fluency in Arabic and working knowledge of English.

### *6. Instructions for Methodology and Work Plan Submission*

Bidders are required to submit a comprehensive methodology and work plan that integrates all aspects of the consultancy assignment, including the identification of participating BTEC schools and eligible students, establishment of monitoring and follow-up mechanisms for scholarship beneficiaries, facilitation of access to generic skills training, and support for school-to-work transition activities. The proposal shall demonstrate a clear understanding of the assignment objectives, practical and structured approaches to beneficiary identification and monitoring, and effective strategies for coordinating skills development and school-to-work transition support. The submission shall be thorough, well-structured, and aligned with the objective of strengthening the implementation of the STEP programme and supporting vulnerable youth (women and persons with disabilities) in Northern Jordan in accessing vocational education, developing employability skills, and transitioning successfully into employment or entrepreneurship opportunities.

#### **1. Methodology**

Bidders shall provide a detailed description of their proposed approach covering all tasks of the assignment, including:

- Describe the overall approach for identifying and engaging participating BTEC schools in the targeted governorates, including mapping methods, selection criteria, and coordination mechanisms with schools and relevant education stakeholders (Task 1).
- Specify the methodology for identifying and screening eligible vulnerable students (females and persons with disabilities) for STEP scholarships, including outreach strategies, data collection tools, and verification of eligibility criteria in coordination with participating schools (Task 2).
- Outline the approach for establishing and implementing a monitoring and follow-up system for scholarship beneficiaries, including tools and methods for tracking attendance, academic performance, participation, and student development (Task 3).
- Describe the methodology for facilitating access to generic skills training for STEP beneficiaries, including coordination with training providers, scheduling of training sessions, and mechanisms for ensuring participation and monitoring training outcomes. **Training shall be delivered by qualified and certified trainers or an accredited training provider within the consortium** (Task 4).
- Explain the approach for facilitating school-to-work transition activities, including enabling access to career guidance and counselling, coordinating WBL opportunities with MSEs, and facilitating entrepreneurial skills training for selected beneficiaries (Task 5).

#### **2. Work Plan**

Bidders shall present a preliminary work plan covering the entire assignment period **1 July 2026 to 31 July 2029** including:

- A comprehensive timeline outlining all activities, deliverables, and milestones across all tasks of the assignment.
- Clear sequencing of key activities, including identification of participating schools, beneficiary identification and screening, implementation of student monitoring and follow-up mechanisms, facilitation of generic skills training, and school-to-work transition activities.
- Identification of key deliverables, timelines, and responsible personnel for each phase of the assignment.
- Identification of key milestones, review points, and quality assurance mechanisms to ensure timely and effective delivery of outputs.

- Provide detailed level of effort plan indicating the proposed input of each key personnel across the assignment period.
- Description of coordination and communication mechanisms with Enabel and MoE throughout the assignment.
- Include strategies for stakeholder engagement with schools, training providers, and private sector partners, as well as mechanisms for documenting and reporting programme progress and results.

#### *7. Place of the consultancy*

The consultancy will be carried out in Northern Jordan governorates.

#### *8. Roles and responsibilities*

The Consulting Firm is expected to adhere to the requirements and deliverables as stipulated in this ToR.

#### *9. Contact people for the assignment*

The Consulting Firm will report to the TVET and Skills Development Expert and the Project Manager based in Amman.

#### *10. Data Protection and Confidentiality*

The Consulting Firm shall ensure that all personal data collected, processed, or stored during the implementation of this assignment is handled with the highest standards of confidentiality and data protection. This includes sensitive information related to beneficiaries such as socio-economic status, household income, health conditions, disability status, and other personal details collected during the identification, monitoring, and follow-up of students.

The Consulting Firm shall ensure that:

- Personal data is collected solely for the purposes of implementing the activities outlined in this assignment and in line with the scholarship selection and monitoring requirements.
- Informed consent is obtained from students and parents prior to the collection of personal or sensitive information.
- All collected data is stored securely and protected against unauthorized access, disclosure, alteration, or loss.
- Access to personal data is limited to authorized personnel directly involved in the implementation of the assignment.
- Any reporting to Enabel or project stakeholders shall ensure that personal information is anonymized or aggregated where possible.
- The Consulting Firm shall comply with applicable data protection regulations and standards and shall not share, transfer, or use the collected data for purposes other than those defined in this assignment without prior written approval from Enabel.

Upon completion of the assignment, the Consulting Firm shall hand over all collected data to Enabel in a secure format and ensure that any copies retained are safely deleted unless otherwise agreed.

## 6 SELECTION FILE

### TECHNICAL AND PROFESSIONAL APTITUDE

#### 1. REFERENCES FOR SIMILAR EXECUTED PROJECTS

- 1.1. The tenderer must provide references for similar contracts performed over the past three years.
- 1.2. The tenderer shall include in their submission a list of the main similar contracts completed in the last three years, specifying the amount, dates, and the recipients (whether public or private).
- 1.3. The tenderer must provide references for similar contracts performed over the past three years (completion certificates).
  - 1.1. The tenderer must provide a minimum of 3 (three) accepted references in the related area: Demonstrated experience, as a collective team, in TVET programmes, youth employability initiatives, skills development, scholarship management or education-to-employment transition programmes.
- 1.4. Experience and Engagement with the Entrepreneurial Ecosystem
- 1.5. Experience working with vulnerable youth, including women and persons with disabilities, is an asset and holding extra-curricular activities based on equity and inclusion criteria to the mentioned target group
- 1.6. Experience working in Northern Jordan governorates is a must.
- 1.7. The total value of the accepted references must meet or exceed a minimum combined value of **70.000** euro.
- 1.8. The value per accepted reference must meet or exceed a minimum value of **20.000** euro.

#### 2. SUBCONTRACTING

The tenderer must provide a description of the part of the contract that the service provider may wish to subcontract.

## 7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
- (b) List of subcontractors (see clause 2 of chapter 8 Forms);
- (c) Tender form - Prices (clause 3 of chapter 8 Forms)
- (d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);
- (e) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure); including completion certificates.
- (f) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
- (g) 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 13 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;
- (h) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (i) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- (j) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.
- (k) Registration certificate from the competent authority
- (l) Certification of clearance with regards to the payments of applicable taxes “Valid deduction at source certificate”
- (m) Declaration from a competent authority of not being in a situation of bankruptcy or insolvency.
- (n) Non sentence certificate for the board members
- (o) Active bank account.

# 8 FORMS

## 1. IDENTIFICATION FORM



### Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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:	<input type="checkbox"/> Duly registered independent <input type="checkbox"/> Unregistered self-employed (no official formalisation) <input type="checkbox"/> other (please specify): ..... .....
REGISTRATION NUMBER (if applicable)	

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	
DATE <i>DD MM YYYY</i>	SIGNATURE



### Identification form Legal person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> <li>- FOR PROFIT</li> <li>- NOT FOR PROFIT</li> <li>- NGO</li> </ul>
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>	

City, Region/Province Country	
TELEPHONE NUMBER	
E-MAIL	
DATE DD MM YYYY	SIGNATURE OF AUTHORISED REPRESENTATIVE



### Identification form Public actor - entity

**This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.**

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION City Country	
DATE OF REGISTRATION DD MM YYYY	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box Postal code City, Region/Province Country</i>	
TELEPHONE NUMBER	

E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE



### 3. TENDER FORM - PRICES

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

<b>Milestone</b>	<b>Deliverables</b>	<b>Amount (EUR, excl. VAT)</b>
1	Inception Report, detailed methodology, implementation plan and work schedule approved	
2	Mapping of BTEC schools completed, beneficiary identification process established, monitoring tools approved	
3	Beneficiary monitoring system operational, first cycle of generic skills and career guidance activities completed, Progress Report No. 1 approved	
4	Ongoing implementation support, monitoring and reporting for Year 2, Progress Report No. 2 approved	
5	Continued implementation support, school-to-work transition support, Progress Report No. 3 approved	
6	Final Report, lessons learned, final beneficiary database and all contract deliverables accepted	
<b>Total Price VAT excluded</b>		
<b>Total price VAT Included</b>		

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

#### 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.**

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

## 5. INTEGRITY STATEMENT OF THE TENDERER

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

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

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

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

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

Date

Location

Signature