



TENDER SPECIFICATIONS

Public service contract for “**Consultancy Services for the Institutionalization of Work-Based Learning (WBL) in Palestine**”

Reference №: **PSE22003-10118**

Country: **Palestine**

Negotiated Procedure without Prior

Publication

<i>Deadline for requesting clarifications:</i>	Until the fifth day before the deadline for submission of tenders
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<i>Deadline for submission of tenders:</i>	16 September 2026 at 03:00 (Jerusalem)
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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 Palestine, is represented by :

Name	Position
DE PAUW, Heidi	Country director (Palestine & Jordan)

- 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.¹ As a result, services of this contract are deemed to be located in Palestine and applicable tax legislation is legislation of Palestine. For more information on this tax regime, you can contact Jana aljuneidi, Logistics and purchasing officer (clause 2 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

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

¹ 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 consultancy services to support the institutionalization of Work-Based Learning (WBL) in Palestine. The assignment includes capacity building for trainers and private sector supervisors, structured coaching and peer-learning, stakeholder consultations, governance and policy dialogue, and the development of an institutionalization roadmap to strengthen the sustainable integration of WBL within the Palestinian TVET system.

2. LOTS

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

3. ITEMS

- 3.1. This public contract consists of the items listed under clause 3 of chapter 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 lasts for **6 (six) months**. The total estimated level of effort for the complete assignment, covering the entire proposed team, is sixty-one (61) person-days.
- 4.2. This public contract **MAY NOT** be renewed.

5. VARIANTS

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

6. OPTIONS

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

7. QUANTITIES

- 7.1. The services and deliverables to be performed under this contract are specified in the Terms of Reference. The total estimated level of effort for the complete assignment is sixty-one (61) person-days

- 7.2. The tenderer shall indicate a fixed price for each deliverable (DL1–DL8) in the price form. The price of each deliverable shall include all person-days, activities and costs necessary for its full and satisfactory completion.
- 7.3. Payment shall be made based on the fixed price of each deliverable following its satisfactory completion, submission and formal acceptance by the contracting authority.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

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

2. FURTHER INFORMATION

2.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Jana aljuneidi

Logistics and purchasing officer

jana.aljuneidi@enabel.be

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

2.2. Requesting clarifications

Prospective tenderers have until the **fifth 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 2.1 (jana.aljuneidi@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.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

3. 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.

4. DATA TO BE INCLUDED IN THE TENDER

4.1. 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.

4.2. The tender and all annexes to the tender form must be drawn up in:

(a) English.

- 4.3. 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.
- 4.4. 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.
- 4.5. 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.

- 4.6. The tenderer also attaches the following to his tender:
- (a) All documents demanded for the application of qualitative selection (see clause 12 and 6 Selection file) and award criteria (see clause 14);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 4.7. 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.
- 4.8. 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.
- 4.9. 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 12 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.

5. TENDER CURRENCY

All prices given in the tender form must obligatorily be quoted in **Euro excluding vat**.

6. DETERMINATION OF PRICES

- 1.1. This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

- 6.1. 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.

7. ELEMENTS INCLUDED IN THE PRICE

- 7.1. The tenderer is to include in his global prices any charges and taxes generally applied to services according to the applicable tax legislation of Palestine, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable. As mentioned in clause **Error! Reference source not found.** of chapter 1 General Remarks, **local tax regime is applicable.** For the provision of services in Palestine, the attention of tenderers who are non-tax residents of Palestine is drawn to the tax on the profits of non-residents (25% (Israel) or 10% (West Bank and Gaza)) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Palestine. The 25% (Israel) or 10% (West Bank and Gaza) 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.
- 7.2. The tenderer is to include in his unit prices any charges and taxes generally applied to services according to the applicable tax legislation of Palestine, 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.**
- 7.3. The unit 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) Training required for operation.
 - (f) Acceptance costs.
- 7.4. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

8. SUBMISSION OF TENDERS

- 8.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 8.2. 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.
- 8.3. For this public contract, tenders will be submitted electronically via Email: procurement.pse@enabel.be
- 8.4. **Tenders must be submitted no later than 16 September 2026 at 03:00 (Jerusalem).**

- 8.5. The format of the documents should be .pdf or equivalent.
- 8.6. By transferring his tender by electronic means the tenderer accepts that the data of his tender are registered by the reception device.

9. TENDER SIGNATURE

- 9.1. The tenderer is required to sign the tender and its annexes individually when sending them to the Email
- 9.2. 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.
- 9.3. 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. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 1.2. Tenders must be in the possession of the contracting authority before **16 September 2026 at 03:00PM (Jerusalem)**.
- 10.1. Tenders are opened behind closed doors

SECTION (D) - SELECTION, AWARDING & CONCLUSION

11. EXCLUSION GROUNDS

- 11.1. 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).
- 11.2. 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.
- 11.3. 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 12 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.

- 11.7. 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.
- 11.8. **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.

12. QUALITATIVE SELECTION

- 12.1. No qualitative selection criteria are applied to this contract. The qualifications and relevant experience of the proposed expert(s) will be assessed exclusively under the technical award criteria set out in Clause 14 and shall not constitute a minimum eligibility requirement.

13. OVERVIEW OF THE PROCEDURE

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

14. AWARD CRITERIA

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

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Quality of the proposed methodology and understanding of the assignment	25	Assessment of the tenderer's understanding of the assignment and the quality, relevance and coherence of the proposed methodology, including stakeholder engagement, data collection, capacity-building, coaching, policy dialogue, governance analysis, gender and inclusion, and sustainability approach.
Qualifications and relevant experience of the proposed expert(s)	25	Assessment of the relevance and quality of the proposed Lead Consultant and supporting expert(s), including experience in WBL, TVET reform, institutional strengthening, governance, employer engagement, capacity building and work with public institutions and private-sector stakeholders.
Work plan, team organization and allocation of person-days	20	Assessment of the feasibility and sequencing of the proposed work plan, allocation of the 61 person-days across deliverables and team members, division of responsibilities, availability, and ability to complete the assignment within the contractual period.
Price	30	The financial score will be calculated using the following formula: Financial score = (Lowest compliant financial offer / Financial offer being evaluated) × 30.

Tenderers must obtain at least 45 out of 70 points in the technical evaluation to proceed to the financial evaluation.

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

15. AWARDING THE PUBLIC CONTRACT

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

16. CONCLUDING THE CONTRACT

- 16.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the succesful tenderer of the approval of their tender.
- 16.2. Notification is made via digital platforms or email
- 16.3. The full public contract consists of the following documents:
- (a) These tender specifications and their annexes;

- (b) The approved BAFO and all of its annexes;
 - (c) The registered letter notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
- 16.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

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

4. MANAGING OFFICIAL (ART. 11)

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

5. CONFIDENTIALITY (ART. 18)

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

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

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

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

6.2. Processing of personal data by the service provider

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

For any processing of personal data carried out in connection with this public contract, the 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.

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

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

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

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **acquires** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

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

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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

10.1. Scope

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

10.2. Nature of the amendment

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

10.3. Conditions under which this revision clause may be used

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

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account.

If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial service provider), the contracting authority shall address itself:

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

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

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

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

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

Price revisions are not allowed under this contract.

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

- 12.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 12.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.
- 12.3. When activities are suspended, based on this clause 12.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

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

13. UNFORESEEABLE CIRCUMSTANCES

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

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

- 14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 14.2. Such price revision is only possible if both the following conditions apply:
- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 14.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.
- In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

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

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

SECTION (F) - PERFORMANCE MODALITIES

16. ORDER FORMS (ART. 146)

17. DEADLINES AND TERMS (ART. 147)

- 17.1. The service provider must complete the services within **6 (six) months**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**. The total estimated level of effort for the complete assignment, covering the entire proposed team, is **sixty-one (61) person-days**.

18. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address:
The domicile or country of residence of the service provider/supplier.

19. INSPECTION OF THE SERVICES (ART. 150)

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

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

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

SECTION (G) - MEANS OF ACTION

21. FAILURE OF PERFORMANCE (ART. 44)

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

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

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

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

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

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

- 23.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the "GIR", to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 23.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.
- 23.2. The measures as of right are:
 - (a) Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;
 - (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
 - (c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

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

SECTION (H) - END OF THE PUBLIC CONTRACT

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

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

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

- 25.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.
- 25.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 25.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Enabel-Royal Center Building, 7th Floor Al-Balou', Mecca Street Al-Bireh, Palestine.**
- 25.4. **Payment shall be made in accordance with the following milestones, following the satisfactory completion, submission and formal acceptance of the corresponding deliverables by Enabel:**

Milestone 1: 15% of the total contract price, upon the formal acceptance of **DL1 – Inception Report**.

Milestone 2: 35% of the total contract price, upon the formal acceptance of **DL2, DL3 and DL4**.

Milestone 3: 30% of the total contract price, upon the formal acceptance of **DL5 and DL6**.

Milestone 4: 20% of the total contract price, upon the formal acceptance of **DL7 and DL8**.

The contractor may submit an invoice/payment request following the formal acceptance by Enabel of all deliverables included under the relevant milestone. **No advance payment is foreseen.**

- 25.5. Each progress report must include:

- (a) Identification of the relevant deliverable; summary of activities completed; outputs submitted; dates and locations of activities; participants and stakeholders engaged, where applicable; person-days used by each proposed expert; challenges encountered and corrective actions taken; supporting documentation; and the amount invoiced for the accepted deliverable.

26. ADVANCE PAYMENTS

No advance payment is foreseen payments will be made upon acceptance of deliverables due you uncertainty of returning the fund

5 TERMS OF REFERENCE

1. Intervention form

Intervention name	Pathways to Employment in Palestine
Intervention Code	PSE22003
Location	Palestine: West Bank including East Jerusalem and the Gaza Strip
Partner Institutions	Strategic partners: National TVET Commission, Ministry of Labour, Ministry of Education and Higher Education Implementing partners: Palestinian Employment Fund, private sector umbrella organizations, Palestinian enterprises, TVET providers, and community-based organizations.
Duration	2022-2028
Target groups	Direct beneficiaries: • Palestinian youth and women: 1,500 young women and men between 18 and 29 years of age will be supported to participate in quality, demand-driven skills development, ensuring the participation of at least 50% of beneficiary youth classified as vulnerable and at least 40% young women. In addition, 200 women between 18 and 35 years of age will be supported to develop sustainable MSMEs or engage in income-generating activities, including at least 50% particularly vulnerable women. • 300 micro, small and medium enterprises receiving acceleration support or technical assistance in pre-identified support areas. • TVET institutions: will receive rehabilitation support, curriculum upgrading support, and trainer capacity development.
General Objective	Young people in Palestine develop into active and critical citizens, ready for local and global challenges through improved education, training, guidance and access to employment.
Specific Objective	More young women and men in Palestine are employed in decent work conditions or have their own income-generating business.
Results	Result 1: Increased access to Skills Development through investing in and upgrading TVET infrastructure Result 2: The employability of young women and men is improved through support for equitable access to quality, demand-driven skills development. Result 3: Employment opportunities for young women and men are increased through entrepreneurship promotion and business development support.

2. Project background

Enabel's Country Portfolio 2022–2026 focuses on empowering youth in an environmentally sustainable Palestine. The objectives of the portfolio's two main pillars are as follows:

Young people in Palestine develop into active and critical citizens, ready for local and global challenges, through improved education, training, guidance, and access to employment.

2. The Palestinian population makes use of the opportunities of a sustainable environment.

The first pillar of the portfolio focuses on the empowerment of youth, based on a continuum between developing competencies, skills, access to employment and entrepreneurship, and with specific attention to the following thematic priorities for the three main specific objectives (SOs):

- For SO1: Education and learning including crucial competencies for youth such as 21st century skills, Science Technology Engineering and Mathematics (STEM), general education as well as access to educational infrastructure.
- For SO2: Civic engagement and protection including information, awareness and support with regards to democratisation, human rights, civic space, citizenship, Sexual and Reproductive Health and Rights (SRHR), and Children affected by Armed Conflict.
- For SO3: Skills, employment and entrepreneurship addressing the mismatch between education and training, and the needs of the labour market, supporting the participation of young women and recent graduates in the labour market, supporting youth and women to start up a business while respecting the highest environmental and human rights standards, and supporting a conducive entrepreneurial ecosystem.

The second pillar of the portfolio is dedicated to climate action through support for the development of an emerging green and circular economy and the implementation of the Nationally Determined Contributions (NDCs), with a view to contributing to a sustainable and inclusive Palestinian society and reducing environmental hazards and dependency on non-renewable natural resources.

Under Specific Objective 3, the aim of **SO3 “Pathways to Employment in Palestine”** is that “more young women and men in Palestine are employed in decent working conditions or have their own income-generating business”.

The strategic orientations of the project focus on increasing the employability of youth and expanding employment opportunities by addressing the mismatch between skills demand and supply, improving access to suitable employment pathways for specific groups, enhancing the quality and relevance of the TVET system, and supporting business development and job creation.

Under this specific objective, Enabel is seeking to achieve the following main three results:

- Result (1): Increased access to skills development through investing in and upgrading TVET infrastructure.
- Result (2): The employability of young women and men is improved through support to equitable access to quality and demand-driven skills development.
- Result (3): Employment opportunities for young women and men are increased through entrepreneurship promotion and business development support.

3. The assignment

a. Background and Rationale

This activity is part of the Pathways to Employment project and is included under the second result of the project: The employability of young women and men is improved through support to equitable access to quality and demand-driven skills development.

Enabel has supported the development and operationalization of Work-Based Learning (WBL) in Palestine through consecutive TVET and employment interventions, in partnership with the Ministry of Labour (MoL) and the Ministry of Education and Higher Education (MoEHE). Initial interventions focused on establishing WBL as a structured component of the TVET system through the development of a strategy, endorsed by relevant stakeholders in 2018, as well as a legal framework, manuals, and operational tools.

To implement the different activities and use the developed tools, Enabel supported the establishment of a pool of WBL experts in cooperation with the Ministry of Labour. To ensure sustainability and integration across all regions of Palestine, experts between 30 and 50 years of age were targeted, with gender balance and

representation from Gaza and the West Bank, including East Jerusalem.

The national experts were responsible for revising and enhancing Work-Based Learning (WBL) content and tools, including updating manuals, integrating training packages and occupational standards, and revising the WBL strategy. They also played a key role in delivering capacity building and coaching, supporting vocational training centres and private sector partners in implementing the WBL approach, and promoting its adoption at the national level.

Building on implementation experience, the tools were comprehensively revised and upgraded in 2025, reflecting a transition from framework development to operationalization and system readiness, as follows:

- The initial WBL strategy has evolved from a broad policy orientation into an implementation-oriented framework aligned with updated TVET governance structures.
- The WBL manual and tools have been transformed into a comprehensive operational manual for Vocational Training Centres (VTCs), with clarified roles, competency-based approaches, and improved monitoring mechanisms.
- The craftsperson manual has been developed as a standalone operational guide, strengthening the role of employers and social partners.
- The legal framework has progressed from a policy note into structured WBL regulations for VTCs, supporting formal institutional adoption.
- The trainee logbook has evolved into a multi-actor tool involving trainees, trainers, and workplace supervisors, enhancing tracking and accountability.

Recent developments within the Palestinian TVET governance have reaffirmed WBL as a national strategic priority. In this context, strengthening governance, coordination, quality assurance, and institutional accountability mechanisms for WBL implementation have become increasingly important to ensure sustainability, coherence, and national ownership across the TVET system. The assignment therefore aims not only to strengthen implementation capacities, but also to support the progressive institutionalisation of WBL within national TVET structures and coordination mechanisms under the NTC coordination.

Recent action research conducted by Enabel indicates that the main constraints to effective WBL delivery are no longer related to the absence of tools or frameworks, but rather to gaps in coordination, consistency, and quality of implementation. These include weak employer engagement, limited systematic use of labour market and sectoral skills demand information in placement planning and programme implementation, variability in placement quality and supervision, limited use of monitoring and feedback mechanisms, and insufficient coordination between institutional actors. Together, these challenges limit the consistency and quality of WBL delivery and pose risks to long-term sustainability.

In response, this assignment will focus on consolidating and institutionalizing existing WBL frameworks, rather than developing new tools or frameworks, by strengthening implementation capacities, enhancing coordination mechanisms, and embedding system-level learning processes and continuous improvement practices to ensure that existing WBL arrangements are applied consistently and effectively across institutions.

b. Objective of the assignment

To support the institutionalisation of Work-Based Learning (WBL) in Palestine by strengthening implementation capacities, governance arrangements, coordination mechanisms, quality assurance practices, and system-level accountability across the Palestinian TVET system.

c. Specific Objectives

- Establish a shared national understanding of the updated WBL methodology, frameworks, tools, and governance arrangements among key institutional actors and stakeholders.
- Strengthen the capacities of MoL and MoEHE trainers and counsellors to implement WBL effectively and consistently in line with updated manuals, tools, logbooks, regulations, and quality assurance requirements.

- Strengthen the capacities of private sector supervisors and employers to fulfill their mentoring, supervision, and assessment roles within the WBL cycle in line with placement standards and quality expectations.
- Consolidate implementation learning through structured coaching and peer-learning processes, embedding continuous professional development and system-learning mechanisms within MoL and MoEHE beyond the assignment period.
- Strengthen inter-institutional coordination and policy dialogue between MoL, MoEHE, NTC, and relevant stakeholders to improve governance arrangements, clarify institutional roles and responsibilities, and advance quality assurance practices for WBL implementation.
- Generate evidence-based governance recommendations and a validated institutionalization roadmap to support the progressive and sustainable embedding of WBL within national TVET governance structures.
- Promote stronger alignment between WBL implementation practices and identified labour market needs, sectoral skills gaps, and occupational standards in priority economic sectors

4. Scope of Work

The assignment will be implemented through six components. All components are interlinked, with findings from each phase feeding into subsequent activities and informing system-level recommendations.

a. Cross-cutting priorities

Gender equality and inclusion: The consultant shall ensure that gender equality, inclusion, and safe learning environment principles are integrated across all components of the assignment, including participant selection, training design, coaching approaches, and monitoring.

Participant identification and mobilization: For all components requiring participant engagement, the consultant shall be responsible for the identification and invitation, applying clear and documented criteria that ensure relevance to each component's content focus and adequate representation across sectors, regions, and actor types. The consultant shall also be responsible for attendance follow-up and documentation across all sessions and activities.

Enabel will support the mobilization process by issuing a formal letter to relevant partners, ministries, and stakeholder organizations informing them of the assignment and indicating that they should expect to be contacted by the consultant. This letter does not substitute for the consultant's responsibility to engage, confirm, and follow up with participants directly.

Geographical coverage: The assignment shall cover the West Bank, including East Jerusalem. Participation from Gaza for specific meetings and consultations may be ensured through online modalities. The consultant shall propose a geographical coverage strategy in the inception report, including the approach to participant engagement, data collection, and activity implementation across all target areas

Language of delivery and reporting: All training sessions, webinars, coaching sessions, and field-level facilitation shall be delivered in Arabic. Training materials shall be prepared in Arabic, with English executive summaries where relevant. All formal deliverables and final reports shall be submitted in English.

Venue and logistical arrangements: Venues and associated logistical arrangements for all in-person sessions and activities under this assignment — including training sessions, coaching sessions, policy dialogue sessions, and the final validation workshop — will be organized by the consultant but paid by Enabel through its framework contract with a designated service provider.

The consultant shall not include venue or catering costs in their financial proposal.

The consultant shall coordinate with Enabel on scheduling and logistical requirements sufficiently in advance of each activity to allow adequate preparation time. This includes providing session agendas, expected participant numbers, room setup requirements, and any equipment or material needs.

In exceptional cases where a venue cannot be arranged through Enabel's framework contract — for example due to geographic remoteness or scheduling constraints — the consultant shall propose an alternative arrangement for Enabel's prior approval.

b. Component 1

National WBL Methodology Webinar

Establish a shared understanding among key national stakeholders of existing WBL principles, updated frameworks, tools, regulations, institutional responsibilities, and governance arrangements. The webinar should also provide a structured opportunity to surface and document key implementation gaps related to coordination, labour market responsiveness, quality assurance, and sustainability, generating inputs that will inform subsequent components of the assignment.

The consultant shall design and facilitate one live national webinar on the WBL methodology and updated institutional framework. The session shall be recorded for future institutional use.

Format and logistics:

- Duration: 2–3 hours
- Language of delivery: Arabic
- Expected participants: 40–50

Target audience:

- MoL trainers and relevant officials
- MoEHE trainers and relevant officials
- National WBL Expert Pool
- National TVET Commission (NTC) representatives
- Private sector representatives

Content areas to be covered:

- Overview of the developed WBL strategy, frameworks, and governance arrangements
- Updated operational manuals, regulations, and tools for VTCs
- Roles and responsibilities of institutional actors within the WBL cycle
- Key implementation gaps related to coordination, labour market responsiveness, quality assurance, and sustainability
- Priorities and orientations for the assignment ahead

Outputs:

- Presentation materials
- Webinar recording
- Summary note documenting key discussion points, identified implementation gaps, and stakeholder inputs to inform subsequent assignment components

c. Component 2

Trainer Induction and Refresher Program

Design and deliver induction and refresher training for MoL and MoEHE trainers focusing on the practical application of developed WBL manual, tools, logbooks, and regulations, with emphasis on quality assurance, monitoring, and employer engagement. In addition to the alignment of WBL delivery with labour market needs, occupational standards, and placement quality requirements. The developed WBL manuals and tools shall serve as the primary reference for the training content. There is no need to create entirely new materials.

Particular emphasis shall be placed on strengthening trainers' quality assurance functions as key actors responsible for monitoring implementation quality, supporting workplace supervision, identifying implementation gaps, and contributing to continuous improvement processes.

The consultant shall prepare an adapted toolkit for induction and refresher training based on existing WBL manuals, tools, and regulations. The package should include an adapted facilitator guide, participant handouts, PowerPoint presentations, case studies and practical exercises, and a replication package for ministry use.

Training toolkit shall include:

Application of updated operational manuals, regulations, and WBL tools
Use of the revised trainee logbook as a multi-actor monitoring and follow-up tool
Competence-based training and assessment approaches
Roles and responsibilities of trainers within the WBL cycle
Employer engagement and coordination mechanisms
Monitoring of trainee progress and workplace learning experiences
Quality assurance principles and practical application within WBL implementation
Use of practical quality indicators related to placements, supervision quality, trainee progress, and employer engagement
Identification and management of quality risks affecting WBL implementation (placement quality, supervision gaps, weak monitoring, etc.)
Application of minimum quality standards for workplace learning environments and placement selection
Use of feedback mechanisms to support continuous improvement of WBL implementation

The consultant shall deliver a minimum of six (6) training sessions:

1. Three sessions for MoL trainers, with one session per region (north, south, and middle).
2. Three sessions for MoEHE trainers, with one session per region (north, south, and middle).
3. Each session shall be one full working day
4. Each session shall target 15-20 participants

Joint sessions between MoL and MoEHE are encouraged where feasible.

d. Component 3

Private Sector Supervisor (Mastercraft person) Capacity Building

Strengthen the capacity of workplace supervisors and employer representatives through targeted training on mentoring, supervision, and assessment, using the craftsperson manual as the primary reference and promoting structured engagement with training providers.

Target audience:

- Workplace supervisors, employers hosting trainees or planning to host WBL trainees
- Representatives of chambers, federations, and sector unions where relevant.
- NTC representatives may be included in selected sessions where appropriate to support policy dialogue, coordination, and dissemination of system-level lessons on employer engagement and WBL quality standards.

Key content focus areas:

- Mentoring, supervision, and assessment roles and responsibilities within the WBL cycle
 - Clarification of roles within the WBL regulatory framework
 - Use of the craftsperson manual as the primary operational reference
 - Basic quality assurance expectations for workplace learning placements, including minimum placement standards
 - Structured engagement and practical feedback arrangements between employers and training providers
 - Early employer engagement mechanisms to validate competencies and placement conditions
 - Consideration of future options for structured employer recognition or accreditation within the WBL system
- The consultant shall deliver a minimum of three (3) awareness and training sessions with 15–20 participants per session.

e. Component 4

Structured Coaching and Peer-Learning Sessions

Design and facilitate structured coaching and peer-learning sessions for MoL and MoEHE trainers and counsellors to consolidate learning from training delivery, address implementation challenges encountered in practice, exchange good practices, and strengthen the use of WBL tools and monitoring mechanisms. This component also serves as a system-learning mechanism, capturing recurring implementation challenges and feeding evidence into the governance analysis under Component 6.

The consultant shall facilitate a minimum of **six (6)** structured coaching and peer-learning sessions. Sessions should be distributed across regions and sequenced after the training delivery under Component 2, allowing participants to reflect on practical implementation experience. Joint sessions between MoL and MoEHE trainers and counsellors are encouraged where feasible.

Target audience:

- MoL trainers and counsellors
- MoEHE trainers and counsellors

Session focus areas:

- Case-based discussions and peer exchange to address implementation challenges encountered in practice
- Practical application of updated WBL tools, including logbooks, manuals, and assessment tools
- Identification of gaps in tool usability and implementation, and discussion of corrective actions
- Identification and follow-up of weak or at-risk placements
- Use of coaching as a structured system-learning mechanism to capture recurring challenges and inform institutional improvement

Continuity and knowledge transfer:

The consultant shall adapt practical coaching guidelines and simple coaching templates from existing WBL resources for future use by trainers and counsellors after the assignment. The consultant shall also propose and document a set of ministry focal points — from both MoL and MoEHE — who can sustain the coaching and peer-learning function internally beyond the assignment period, including a suggested approach for continuation.

Outputs:

- Six structured coaching and peer-learning session reports, including key discussion points, identified challenges, and agreed follow-up actions
- Adapted practical coaching guidelines and simple coaching templates for institutional use
- Proposed list of ministry focal points with a suggested approach for continuation of the coaching function

f. Component 5

Governance and Policy Dialogue Sessions
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Support structured policy dialogue between key national TVET institutions to validate implementation findings, strengthen inter-institutional coordination, and advance governance arrangements for the sustainable institutionalization of WBL.

The consultant shall design and facilitate a minimum of **two (2)** joint technical reflection and policy dialogue sessions. These sessions should be sequenced intentionally: the first session should be held mid-assignment to validate emerging findings from field work and implementation activities, while the second should be held toward the end of the assignment to discuss and agree on governance arrangements, institutional responsibilities, and sustainability mechanisms. Both sessions shall feed directly into the analytical work under Component 6.

Participants:

- Ministry of Labour (MoL)
- Ministry of Education and Higher Education (MoEHE)
- National TVET Commission (NTC), in a strategic coordination, advisory, and policy alignment role
- Selected members of the National WBL Expert Pool

- Other relevant stakeholders as identified by the consultant in consultation with Enabel

Session objectives:

- Validate findings and recommendations emerging from field work, training delivery, and coaching sessions
- Support governance-oriented dialogue on the institutionalization of WBL within national TVET structures
- Strengthen coordination and clarify institutional roles and responsibilities among key actors
- Discuss and agree on accountability arrangements and quality assurance mechanisms
- Identify sustainable coordination and follow-up mechanisms beyond the assignment period

Outputs:

- Facilitation materials and agenda for each session
- Summary notes documenting key discussion points, decisions reached, and agreed actions
- Inputs to the governance analysis and institutionalization roadmap under Components 6 and DL7

g. Component 6

System Strengthening and Institutionalization Support
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Synthesize implementation evidence gathered across all components to identify system-level gaps between WBL frameworks and actual practice and develop practical governance recommendations and a prioritized institutionalization roadmap to support the sustainable embedding of WBL within national TVET structures.

This component draws on findings from all preceding components — including field visits, training delivery, coaching sessions, and policy dialogue — and translates them into actionable system-level recommendations. The institutionalization roadmap developed under this component will be finalized as a standalone deliverable under DL7 and subsequently incorporated into the final report under DL8.

Analytical scope:

The consultant shall analyze existing governance and coordination arrangements for WBL implementation and identify system-level gaps, with particular attention to:

- Coordination mechanisms and reporting lines between NTC, MoL, MoEHE, TVET institutions, and employers
- Quality assurance practices and the consistency of their application across institutions
- Labour market responsiveness and the use of sectoral skills demand information in WBL planning and implementation
- Employer engagement sustainability and placement quality standards
- Monitoring, feedback, and accountability arrangements at institutional and system levels
- Alignment of WBL implementation with broader TVET reform priorities, including the National Qualifications Framework (NQF), Sector Skills Councils, and future TVET quality assurance reforms

Recommendations and roadmap:

Based on the analysis, the consultant shall:

- Propose practical governance and coordination mechanisms for sustainable WBL institutionalization
- Clarify institutional roles and responsibilities among NTC, MoL, MoEHE, TVET institutions, and employers and chambers/federations
- Identify priority operational procedures and recommend areas where standard operating procedures may be required to support consistent WBL implementation across institutions
- Identify practical institutional follow-up and reporting arrangements
- Develop a prioritized institutionalization roadmap translating recommendations into actionable steps with assigned responsibilities, timelines, and sustainability measures

Final Validation Workshop:

- The consultant shall organize and facilitate one (1) final validation workshop to present key findings and recommendations, validate the institutionalization roadmap, and agree on priority actions and responsibilities among key stakeholders.

- Expected participants: MoL, MoEHE, NTC, selected TVET institutions, private sector representatives, FPCCI, donors, and other relevant partners as identified by the consultant in consultation with Enabel
- The workshop shall be documented through a summary note capturing agreed actions, responsibilities, and follow-up arrangements, to be included in the final report under DL8

5. Expected Results

By the end of the assignment, the following results are expected:

- **Strengthened implementation capacities** Trainers from MoL and MoEHE and workplace supervisors from the private sector demonstrate improved capacity to implement WBL in line with updated manuals, regulations, quality assurance requirements, and placement standards.
- **Improved consistency and quality of WBL delivery** WBL is implemented more consistently across institutions, with stronger application of updated tools and monitoring mechanisms, clearer quality assurance practices, and more effective supervision of workplace learning placements.
- **Enhanced employer engagement** Private sector supervisors and employers are better equipped to fulfill their mentoring, supervision, and assessment roles within the WBL cycle, and structured engagement mechanisms between training providers and employers are strengthened.
- **Strengthened coordination and governance arrangements** Inter-institutional coordination between MoL, MoEHE, NTC, TVET institutions, and private sector actors is improved, with clearer institutional roles, responsibilities, and accountability arrangements for WBL implementation.
- **Improved alignment with labour market needs** WBL implementation practices are better aligned with labour market needs, sectoral skills demand, and occupational standards, contributing to more relevant and demand-driven skills development.
- **Sustainable institutional ownership** Coaching and peer-learning mechanisms are embedded within MoL and MoEHE as continuous professional development and system-learning tools, with identified focal points and replication mechanisms to sustain the coaching function beyond the assignment period.
- **Evidence-based institutionalization roadmap** A validated, practical institutionalization roadmap is in place, with prioritized actions, assigned responsibilities, and sustainability measures agreed upon by MoL, MoEHE, and NTC, supporting the progressive embedding of WBL within national TVET governance structures.

6. Methodology

Overall approach

The assignment will adopt a participatory, evidence-based approach combining qualitative and practice-based methodologies, grounded in implementation experience and system-level learning. The methodology prioritizes the effective application and targeted adaptation of existing WBL frameworks, tools, and regulations, without duplication or redevelopment of materials already in place.

The methodology is structured around three mutually reinforcing functions:

- **Assessment and evidence generation:** gathering implementation evidence through field-based qualitative methods to identify gaps between WBL frameworks and actual practice
- **Capacity strengthening:** translating evidence and existing frameworks into practical capacity building, coaching, and peer-learning processes
- **System learning and institutionalization:** synthesizing findings across components to generate governance recommendations, strengthen coordination mechanisms, and support sustainable institutional ownership

These three functions are not sequential — they operate continuously and in parallel throughout the assignment, with findings from each feeding into the others.

Data collection and field methods

The consultant shall use the following methods to assess implementation practices, identify gaps, and generate evidence to inform capacity strengthening and governance recommendations:

Key Informant Interviews (KIIs) A minimum of **10 KIIs** shall be conducted with key actors involved in WBL governance and implementation. Interviewees must include members of the National WBL Expert Pool and relevant officials from MoL, MoEHE, NTC, and FPCCI. Additional interviewees may include VTC managers, employers, and other stakeholders identified as relevant by the consultant in consultation with Enabel.

Focus Group Discussions (FGDs) A minimum of **4 FGDs** shall be conducted with trainers, private sector supervisors, and trainees where relevant. FGDs should be designed to surface implementation challenges, assess tool usability, and capture practitioner perspectives on coordination and quality assurance gaps.

Field Visits A minimum of **4 field visits** to VTCs and schools shall be conducted to observe WBL implementation in practice, assess the application of updated tools and logbooks, and validate findings from KIIs and FGDs. Field visit sites shall be selected jointly by the consultant, Enabel, and ministry focal points, ensuring adequate geographic and institutional coverage.

Document Review The consultant shall review existing WBL logbooks, monitoring records, implementation reports, and relevant policy and governance documents to assess current practices and identify systemic gaps. The consultant shall also assess existing monitoring, feedback, and reporting practices and propose practical recommendations to strengthen accountability and institutional learning, including feasible options for simple digital reporting arrangements where relevant.

Analytical framework

Evidence gathered through field methods shall be analyzed against the following dimensions:

- Coordination mechanisms and inter-institutional alignment
- Quality assurance practices and consistency of application
- Labour market responsiveness and use of sectoral skills demand information
- Employer engagement and placement quality
- Monitoring, feedback, and accountability arrangements
- Alignment of WBL implementation with occupational standards and broader TVET reform priorities

This analytical framework shall be elaborated and proposed by the consultant in the inception report and validated with Enabel before field work begins.

Key methodological principles

- Prioritize the use and targeted adaptation of existing WBL tools, manuals, and regulations — no new framework development
- Maintain a strong emphasis on peer learning, coaching, and feedback loops as vehicles for both capacity strengthening and system learning
- Ensure continuous linkage between field implementation evidence, system-level analysis, and institutional improvement recommendations
- Apply gender equality and inclusion principles throughout data collection, participant selection, and analysis
- Ground all governance recommendations and the institutionalization roadmap in field evidence rather than theoretical frameworks

Sustainability and knowledge transfer

The consultant shall ensure that the assignment contributes to sustainable institutional capacity beyond the period of implementation. This includes:

- Transfer of all developed and adapted materials and tools to MoL, MoEHE, and NTC upon completion
- Identification of ministry and NTC focal points for continuity of coaching, peer-learning, and monitoring functions
- Practical replication and follow-up mechanisms embedded within existing institutional structures
- Recommendations for sustainable coordination and reporting arrangements integrated within national TVET governance

7. Timeline and deliverables

This assignment shall be implemented over a maximum period of **six (6) months** from the contract start date. The total estimated level of effort for the complete assignment, covering the entire

proposed team, is **sixty-one (61) person-days**, as indicated in the following table of deliverables. The estimated level of effort is indicative only and does not constitute the basis for payment.

Description of deliverable	Related component	Activities	Level of effort (working days)
DL1: Inception Report	Cross-cutting / Components 1–6	Detailed methodology, work plan, implementation schedule, and approach for adapting and using existing WBL tools and materials. The inception report should also include the proposed list of KIIs, FGDs, and field visits. The consultant should propose analytical framework for assessing coordination, quality assurance, labour market responsiveness, monitoring, accountability, and institutionalization gaps	4
DL2: National WBL Webinar Preparation and Facilitation	Component 1	➤ Preparation and submission of presentation materials. Facilitation of one national WBL methodology webinar. ➤ Documentation package including: attendance list, webinar recording, and a summary note capturing key discussion points, identified implementation gaps, and stakeholder inputs to inform subsequent assignment components.	5
DL3: Trainer Induction and Refresher Package and Delivery of training sessions	Component 2	• Adapted induction and refresher training package aligned with updated WBL manuals, tools, logbooks, and regulations. • Delivery of six training sessions for MoL and MoEHE trainers, including attendance documentation, session summaries, and key findings. • The training package shall include practical tools and guidance supporting trainers' quality assurance functions during WBL implementation.	15
DL4: Private Sector Training and Guidance Materials	Component 3	• Adapted training and guidance materials for workplace supervisors based on the craftsperson manual and the WBL framework. • Delivery of three awareness and training sessions for private sector supervisors, including attendance documentation and summary feedback.	6

DL5: Coaching and Peer-Learning Sessions and Guidance Package	Component 4	• Implementation of six structured coaching and peer-learning sessions. • Adapted practical coaching guidelines and simple coaching templates for institutional use, incorporating good practices, lessons learned, and implementation challenges. Proposed list of ministry focal points with a suggested approach for continuation of the coaching function..	14
DL 6: Governance analysis and Policy dialogue sessions	Component 5	• Facilitation and documentation of two joint institutional policy dialogue sessions • Analytical document proposing governance arrangements for WBL institutionalisation, including institutional roles, coordination mechanisms, reporting lines, accountability arrangements, quality assurance indicators, placement standards and monitoring mechanisms.	7
DL7: Institutionalization roadmap	Component 6	Delivery of a practical forward looking roadmap translating governance recommendations into prioritized, actionable steps with assigned responsibilities, timelines, follow-up mechanisms and sustainability measures. The road map should reflect validation inputs from the policy dialogue sessions and be structured for adoption by MoL, MoEHE and NTC.	5
DL 8: Final Report and Final Validation Workshop	Components 1-6 Cross-cutting synthesis	Consolidation of assignment findings into a final report, together with the organization and facilitation of one final validation workshop to present and agree on priority actions and responsibilities. The final report shall include: • An overview of activities implemented and key findings across all components • Analysis of the application of updated WBL tools and manuals in practice across institutions • Identification of system-level gaps between WBL frameworks and actual implementation • Summary notes and agreed actions from the two joint institutional reflection sessions • A monitoring and accountability framework, including suggested indicators, feedback loops, and follow-up arrangements	5

		• The institutionalization roadmap, finalized under DL7, incorporated as a dedicated section • A summary of the final validation workshop, including agreed priority actions and responsibilities	
<u>Total</u>			<u>61 working days</u>

The tenderer shall propose a detailed work plan and implementation schedule as part of the technical offer, showing the sequencing and timing of all activities and deliverables within the six-month contractual period. The final implementation schedule shall be reviewed and validated by Enabel as part of DL1 – Inception Report. Activities and deliverables may be implemented in parallel where appropriate. All services and deliverables must be completed within the overall contractual period of six months.

8. Consultant Profile

Enabel is seeking one consultant or a small team to implement this assignment. The consultant or proposed team should demonstrate qualifications and experience aligned with the scope of work, methodology, and deliverables described in these Terms of Reference.

Consultant / Team Profile

Qualifications

- The consultant, or lead consultant in the case of a team, should hold at least a master's degree in education, skills development, technical and vocational education and training (TVET), labour economics, public policy, organizational development, or a related field. Candidates with a bachelor's degree and substantial equivalent professional experience may also be considered.

Experience and Technical Competencies

- Minimum 10 years of demonstrated experience in TVET systems development and reform, Work-Based Learning (WBL), apprenticeship, dual systems, or closely related assignments.
- Proven experience in implementing similar assignments focused on institutionalization, implementation support, and strengthening the practical application of existing frameworks, manuals, regulations, and tools.
- Demonstrated experience in designing and facilitating webinars, Training of Trainers programmes, awareness sessions, structured coaching and peer-learning sessions, technical reflection sessions, and validation workshops.
- Demonstrated capacity to engage and work effectively with ministries, TVET institutions, workplace supervisors, employers, chambers, federations, and other relevant stakeholders to strengthen coordination and implementation quality.
- Strong experience in evidence-based and participatory methodologies, including key informant interviews, focus group discussions, field visits, document review, and analysis of implementation challenges and system-level gaps.
- Strong knowledge of competency-based training and assessment, employer engagement models, placement supervision, mentoring, quality assurance in TVET, and continuous improvement approaches.
- Demonstrated ability to prepare or adapt practical training and facilitation materials based on existing WBL resources, including facilitator guides, participant handouts, presentations, case studies, practical exercises, and simple coaching templates.
- Demonstrated understanding of labour market intelligence systems and sectoral skills gap analysis, and their application in WBL placement planning and programme implementation.

- Demonstrated ability to produce high-quality written deliverables in English, including inception reports, analytical documents, governance recommendations, monitoring frameworks, institutionalization roadmaps, and final reports.

Contextual Knowledge and Language

- Strong understanding of the Palestinian TVET context, including the institutional roles of MoL, MoEHE, and NTC, and familiarity with the current state of WBL governance and reform priorities in Palestine.
- Demonstrated ability to deliver training sessions, webinars, coaching sessions, and field-level facilitation in Arabic, either directly by the consultant or through a clearly identified team member.

Team Composition

For team proposals, the tenderer should clearly identify the lead consultant and any supporting consultants, specifying their respective roles, relevant qualifications, and contributions to each component and deliverable. The division of responsibilities should be clearly justified in relation to the scope of work.

6 SELECTION FILE

TECHNICAL AND PROFESSIONAL APTITUDE

1. SELECTION CRITERIA

No qualitative selection criteria are applied to this contract.

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 12 of chapter 3 Award Procedure);
- (f) All documents demanded in clause 14 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 12 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.

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 Postal code City, Region/Province Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	☐ Duly registered independent ☐ Unregistered self-employed (no official formalisation) ☐ other (please specify):
REGISTRATION NUMBER (if applicable)	

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

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>	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

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 <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

2. LIST OF SUBCONTRACTORS

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

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

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

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

3. TENDER FORM - PRICES

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

PRICES ²			
Description	Unit	Fixed price in EUR	Total price in euros exclusive of VAT
Provision of the consultancy services, including the completion and submission of all eight deliverables specified in the Terms of Reference.	Lump sum		
Total amount			
Total amount in words: *The contract is a lump-sum contract. Payments shall be made upon approval of the corresponding deliverables and milestones. All prices in the tender shall be stated in euros and exclusive of VAT. In the event of an extension of the contract, the unit prices specified in the tender shall continue to apply, in accordance with the contractual provisions. The applicable VAT treatment will depend on the place of registration of the tenderer: • Tenderers registered with the Palestinian Authority: The contract will be exempt from VAT. Immediately following the award, Enabel will obtain a VAT exemption for the entire contract from the Palestinian Ministry of Finance. The contractor shall therefore issue invoices with zero VAT. • Tenderers registered in Israel: Enabel cannot obtain a VAT exemption or refund. VAT will therefore be paid by Enabel on each invoice, in addition to the prices stated in the financial offer. In all cases, tenderers shall submit their financial offers exclusive of VAT. Financial offers will be evaluated based on the actual cost incurred by the Contracting Authority. Accordingly, prices submitted by tenderers registered with the Palestinian Authority will be evaluated exclusive of VAT, whereas the prices submitted by tenderers registered in Israel will be evaluated inclusive of the VAT payable by Enabel. The following withholding tax provisions shall also apply: • Individual consultants: The consultant shall provide a valid deduction-at-source certificate. If no valid certificate is provided, the applicable percentage under Palestinian law will be deducted from the total payment and paid directly by Enabel to the relevant tax authorities. • Individual consultants registered in Israel: A withholding tax of 30% will be deducted at the time of payment unless a valid deduction-at-source certificate is provided. • International service providers not resident for tax purposes in Palestine: The applicable local taxation rules shall apply, including the deduction of 10% withholding tax from the total awarded amount, exclusive of VAT. This amount will be withheld at source upon payment of the invoice			

The tenderer shall propose a fixed price for each deliverable. The subtotal of the deliverables included under each payment milestone must correspond to the percentage indicated in the price form.

The fixed prices shall include all professional fees and all costs necessary for the complete and satisfactory performance of the assignment. Venue and catering costs for in-person activities are excluded and will be covered directly by Enabel.

The estimated level of effort of sixty-one (61) person-days is indicative only and shall not constitute the basis for payment. Payments shall be based on the satisfactory completion, submission and formal acceptance of the deliverables included under each payment milestone.

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

- ☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**
 - a. Participation in a criminal organization;
 - b. Corruption;
 - c. Fraud;
 - d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
 - e. Money laundering or terrorism financing;
 - f. Child labor and other forms of trafficking in human beings;
 - g. Employment of third-country nationals in illegal residence;
 - h. Creation of offshore companies.

- ☐ **The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**

- ☐ **The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**

- ☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**
 - a. Breach of Enabel's policy on sexual exploitation and abuse;
 - b. Breach of Enabel's policy on fraud and corruption risk management;
 - c. Violation of local legislation concerning sexual harassment at work;
 - d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
 - e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

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

or

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

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

- ☐ **The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**
- ☐ **The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**
- ☐ **The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium .**

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

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

5. INTEGRITY STATEMENT OF THE TENDERERS

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

Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.

The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

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

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.

Any failure to comply with one or more of the deontological clauses will lead to the exclusion of the contractor from this and other public contracts for Enabel.

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

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

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

DOCUMENTS TO BE SUBMITTED- EXHAUSTIVE LIST

	Document	
Tender document	One electronic copy of the completed tender document, duly filled in and signed. The following forms must be completed and signed: 1. Identification Form; 2. List of Subcontractors; indicating the part of the contract intended to be subcontracted. If no subcontracting is foreseen, this must be clearly indicated 3. Tender Form – Prices 4. Declaration on Honour – Exclusion Grounds; 5. Integrity Statement.	
Documents related to the proposed personnel	1. Identification of the proposed Lead Consultant and any supporting experts, including their respective roles and responsibilities; 2. Detailed and up-to-date CV of the proposed Lead Consultant; 3. Detailed and up-to-date CV of each supporting expert, where applicable; 4. Copy of the relevant academic degree of the proposed Lead Consultant; 5. Allocation of the total sixty-one (61) person-days by expert and deliverable.	
Technical offer documents	1. Technical proposal demonstrating the tenderer's understanding of the assignment and describing the proposed methodology and implementation approach; 2. Detailed work plan and implementation schedule covering all activities and deliverables within the six-month contractual period; 3. Description of the proposed approach to stakeholder engagement, training, coaching, fieldwork, policy dialogue, governance analysis, gender and inclusion, and sustainability.	
Administrative and authorization documents	1. Power of attorney or other document demonstrating that the person signing the tender is legally authorized to represent and bind the tenderer, where applicable; 2. Valid tax certificate / tax clearance certificate; 3. Bank account details for payment purposes, including the account holder's name, bank name, branch, account number and IBAN, where applicable; 4. Valid non-conviction certificate for the tenderer or its authorized legal representative, as applicable.	
Documents for groups of economic operators	Where the tender is submitted by a group or consortium: 1. Identification of all members; 2. Description of the division of responsibilities between the members; 3. Authorization of the lead member to represent and legally bind the group;	

	4. Identification Form and required administrative documents for each member, where applicable.	
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