TENDER SPECIFICATIONS

Public service contract for "**The Development of AQAC Curricula and National Occupational Standards for priority occupations**"

Reference №: **JOR23001-10026**

Country: Jordan

Negotiated Procedure without Prior Publication

Deadline for requesting clarifications:	Until the **fifth day** before the deadline for submission of tenders
Deadline for submission of tenders:	**24 November 2026** at **15:00 pm (Amman)**

Belgian development agency

enabel.be

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.

1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

1.3. For this public contract Enabel, in Jordan, is represented by:

Name	**Position**
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 Jordan and applicable tax legislation is legislation of Jordan. For more information on this tax regime, you can contact AL SALQAN, Karmel, Contract Support Manager (clause 2 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

2.1. The following, among others, apply to this public contract:

(a) The Law of 17 June 2016 on public procurement;

(b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;

(c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;

(d) The Law of 17 june 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;

(e) Circulars of the Prime Minister with regards to public procurement;

(f) Enabels policy regarding sexual exploitation and abuse – June 2019;

(g) Enabels policy regarding fraud and corruption risk management – June 2019.

2.2. All Belgian regulations on public contracts can be consulted on https://bosa.belgium.be/en/themes/public-procurement;

[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 development of nine competency-based curricula and two National Occupational Standards for priority occupations in Jordan, in support of the Accreditation and Quality Assurance Commission (AQAC) under the Employment and Livelihood Programme (ELP).

2. LOTS

2.1. This public contract is not divided into lots.

3. ITEMS

3.1. This public contract consists of the items listed under clause 3 of chapter 7 Forms - Tender form - Prices.

3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

4.1. This public contract starts **upon award notification** and lasts for **7 (seven) months**.

4.2. This public contract **MAY NOT** be renewed.

5. VARIANTS

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

6. OPTIONS

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

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

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

2. FURTHER INFORMATION

2.1. **Public procurement administrator**

The awarding of this public contract is coordinated by:

AL SALQAN, Karmel

Contract Support Manager

karmel.alsalqan@enabel.be

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

2.2. **Requesting clarifications**

Prospective tenderers have until 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 (karmel.alsalqan@enabel.be), and will be answered in the order received.

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

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 7 Forms);

(b) List of subcontractors (clause 2 of chapter 7 Forms);

(c) Tender form - Prices (clause 3 of chapter 7 Forms)

(d) Declaration on honour - Exclusion grounds (clause 4 of chapter 7 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

4.6. The tenderer also attaches the following to his tender:

(a) All documents demanded for the application of award criteria (see clause 13);

(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 7 Forms);

(b) Declaration on honour - Exclusion grounds (clause 4 of chapter 7 Forms);

(c) The statutes and any other document required to establish the power of attorney of the signer(s);

(d) The association agreement signed by each participant, clearly showing who represents the association.

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.

5. TENDER CURRENCY

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

6. DETERMINATION OF PRICES

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 unit and global prices any charges and taxes generally applied to services according to the applicable tax legislation of Jordan, with the exception of the value-

added tax. The VAT percentage is quoted separately, if applicable. As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Jordan, the attention of tenderers who are non-tax residents of Jordan is drawn to the tax on the profits of non-residents () applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Jordan.
The 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 unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:

(a) Administrative management and secretariat services;

(b) Travel, transportation, and insurance;

(c) Documentation related to the services;

(d) Delivery of documents or records associated with the performance of the contract;

(e) Where applicable, the measures imposed by occupational safety and worker health legislation;

(f) All costs related to stakeholder consultations, DACUM, standard-drafting and validation workshops, translation, design and formatting, and the production of all deliverables required under the Terms of Reference.

(g) Acceptance costs.

7.3. 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 procurement.pse@enabel.be

8.4. **Tenders must be submitted no later than 24 November 2026 at 15:00 pm (Amman)**.

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

10.1. Tenders must be in the possession of the contracting authority before **24 November 2026** at **15:00 pm (Amman)**.

10.2. 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 7 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.

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. OVERVIEW OF THE PROCEDURE

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

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

12.3. 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 13). 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.

12.4. 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.

12.5. 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 13) will be designated the succesful service provider for this public contract, after having been verified for absence of exclusion grounds.

13. AWARD CRITERIA

13.1. 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
Technical quality	70	Technical proposals will be evaluated against the subcriteria detailed in the Terms of Reference.
Price	30	Financial score = (lowest admissible tender price / tender price under evaluation) × 30.

13.2. 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.

14. AWARDING THE PUBLIC CONTRACT

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

14.2. 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.

15. CONCLUDING THE CONTRACT

15.1. 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.

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

15.3. 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.

15.4. 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 **FERRARO, Duccio**, **Project Manager Employment and Livelihood Programme**, email: duccio.ferraro@enabel.be. The managing official is responsible for overseeing the performance of the contract.

4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.

4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.

4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.

4.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

5. CONFIDENTIALITY (ART. 18)

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

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

6. PROTECTION OF PERSONAL DATA

6.1. **Processing of personal data by the contracting authority**

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

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

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

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

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

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

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

7.2. The contracting authority shall acquire the following intellectual property rights :

(a) All transferable economic intellectual property rights in the curricula, National Occupational Standards, reports and other outputs developed under this contract, including the rights to reproduce, publish, distribute, translate, adapt, update and use them in any format. Enabel shall be entitled to transfer these rights or authorise their exercise by AQAC. Any pre-existing or third-party materials shall be identified and licensed to permit these uses.

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

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

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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

10.1. **Scope**

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

10.2. **Nature of the amendment**

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

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

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

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

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

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

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

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

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

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

Price revisions are not allowed under this contract.

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

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

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

12.3. When activities are suspended, based on this clause 12.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

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

(a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calender 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 **7 (seven) months**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

18. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address: **The domicile or country of residence of the service provider**. Enabel - Belgian Development Agency, 22, Abdallah Ar-Rihani St., Swefieh, Amman, Jordan

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 - Belgian Development Agency, 22, Abdallah Ar-Rihani St., Swefieh, Amman, Jordan**.

25.4. Payment will be made in accordance with one of the following arrangements:

Deliverable	Payment
• Inception Diagnostic Report, including stakeholder consultations summary, methodology, revised and detailed work plan • DACUM Occupational Analysis Reports	30%
• Draft National Occupational Analysis Package – 2 standards: (1) Wood Industries Sector: (Furniture Finishing/Painting Technician) and (2) Packaging Sector: Cardboard Box Cutting and Gluing Machine Technician • Draft Competency-Based Curriculum Package – 9 Curricula (Ladies' Hairdresser, Hybrid Vehicle Electromechanics, Electric Vehicle Electromechanics, OHS Supervisor, Domestic Air-Conditioning and Refrigeration Appliances Mechanic, Building Automation Systems Installation and Maintenance Technician, CNC Machine Programming and Operation Technician, Furniture	35%

	Painting/Finishing Technician, Cardboard Box Cutting and Gluing Machine Technician)	
•	Validation and Quality Assurance Documentation	15%
•	Final Assignment Report	20%

All payments are subject to satisfactory completion and acceptance of the corresponding deliverables by Enabel, in coordination with AQAC.

25.5. Each progress report must include:

(a) Progress against the approved work plan and deliverables, activities and consultations completed, outputs submitted and their approval status, challenges encountered, corrective actions and next steps.

26. ADVANCE PAYMENTS

26.1. Notwithstanding clause 25.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 15 per cent of the reference value may be granted to the service provider.

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

(a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;

(b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;

(c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

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

26.3. No advance is granted before:

(a) Notification of the conclusion of the public contract;

(b) A written dated demand submitted to the contracting authority;

(c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

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

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

5 TERMS OF REFERENCE

Title of the intervention	Employment and Livelihood Programme (ELP): Socio-economic empowerment for youth, Syrian refugees and women in Jordan
Code of the intervention	JOR23001-10026
Location	Jordan
Total budget	6.5 million €
Partner institution	Implementing Partners: • Technical and Vocational Skills Development Commission (TVSDC) now known as Accreditation and Quality Assurance Commission (AQAC) • Leaders International • Partners for Good Knowledge Partner: Expectation State
Target groups	• Youth (18-35 years), Syrian refugees (35% of the targeted beneficiaries), and women (50% of the targeted beneficiaries) • Employers of/and micro, or small and medium size enterprises • Business development/support services coaches • Vocational Training Institutions (VTIs) • Local authorities and stakeholders in charge of the refugees' response on livelihood and socio-economic opportunities
Impact1	Enhanced socio-economic empowerment for youth, Syrian refugees, and women in Jordan
Outcome	Youth, Syrian refugees, and women are equipped with demand-driven skills and supported to access inclusive and decent employment.
Outputs	Result 1: Youth, Syrian refugees and women in Jordan are equipped with demand-driven skills and supported to access inclusive and decent employment opportunities
	Result 2: New and existing micro businesses are supported towards more resilient and sustainable outcomes
	Result 3: Evidence related to the inclusion of refugees and their hosts through economic opportunities and livelihoods is supported and it provides the basis for more inclusive policymaking and programming, monitoring and implementation of sector policies

1. Background and Context

1.1 Introduction and Background

The Employment and Livelihood Programme (ELP): Socio-economic empowerment for youth, Syrian refugees, and women in Jordan is funded by the European Union under the regional response to the Syrian crisis (NDICI–Global Europe), with a budget of EUR 6.5 million over 50 months. The programme aims to enhance access to decent employment and micro-business opportunities by supporting work-based learning (WBL), work readiness programmes (WRP), and strengthening partnerships between training providers, private sector employers, and civil society organizations.

The General Objective of the ELP project is:
"Enhanced socio-economic empowerment for youth, Syrian refugees and women in Jordan" contribution the General Objective will be achieved through the following specific objective:
"Youth, Syrian refugees and women in Jordan have increased access to decent employment and micro businesses opportunities"

The Specific Objective will be achieved through the following three key results, addressing needs and constraints of different beneficiaries:
(1) strengthening demand-driven skills development and employment pathways
(2) supporting resilient and sustainable micro-businesses, and
(3) generating evidence to inform inclusive employment policies and programming.

This intervention builds on the previous QUDRA II programme, which enhanced employability outcomes for Syrian refugees and vulnerable Jordanian youth, including women, through demand-driven vocational training, private sector partnerships, and improved workforce readiness.

1.2 Assignment Context

The Accreditation and Quality Assurance Commission (AQAC) is the national regulatory body responsible for accrediting and ensuring the quality of Technical Vocational Education and Training (TVET) providers and programmes in Jordan. AQAC operates under the mandate established by Law No. 9 of 2019 on the Professional and Technical Skills Development and Advancement Authority and exercises its functions in line with Regulation No. 35 of 2012 on the Accreditation and Quality Control Centre for the Vocational Training and Technical and Vocational Education Sector mandate that includes:

- preparation of accreditation and quality control standards
- setting qualification standards for trainers and instructors
- developing professional examinations at the three vocational levels (skilled worker, proficient worker, and specialist worker)
- maintaining a national bank of theoretical and practical examinations

AQAC's mandate continues to expand following the establishment of the Professional and Technical Skills Development Authority framework and the introduction of new accreditation systems. As part of its mandate, AQAC is responsible for developing occupational standards, registering professional and technical qualifications within the National Qualifications Framework (NQF), supervising and evaluating TVET programmes, and strengthening the alignment between vocational education and training and labour market needs.

Under the Employment and Livelihood Programme (ELP), Enabel intends to support in the development of Curricula and National Occupational Standards for priority occupations across selected economic and vocational sectors.

The identified sectors include:

Beauty	التجميل
Automotive	السيارات
Occupational Health and Safety (OHS)	سلامة وصحة مهنية
Construction	الانشاءات
Engineering and Electrical Industries	الصناعات الهندسية والكهربائية

The priority occupational standards within the above-mentioned sectors were identified by the respective Sector Skills Councils (SSC). However, two additional occupations and sub-sectors to be covered in this assignment are: (1) Wood Industries Sector: (Furniture Painting/Finishing Technician فني دهان موبيليا) and (2) Packaging Sector: (Cardboard Box Cutting and Gluing Machine Technician فني ماكنة قص وتغرية علب كرتون)

Consequently, the assignment will deliver nine (9) competency-based curricula and two (2) National Occupational Standards, supported by DACUM-based occupational analysis and industry validation, in accordance with AQAC-approved methodologies and requirements.

2. Objectives of the Consultancy Assignment

Enabel is supporting AQAC in strengthening the quality, relevance, and responsiveness of Jordan's Technical and Vocational Education and Training (TVET) system by developing nationally recognized curricula and occupational standards for priority occupations in key economic sectors.

2.1 Overall Objective

The overall objective of this assignment is to strengthen the alignment, quality, and labour market relevance of TVET provision in Jordan through the development of nine (9) competency-based curricula and two (2) National Occupational Standards for priority occupations.

The curricula and occupational standards will establish nationally validated competency requirements that reflect current industry and workplace needs and provide a basis for quality-assured, competency-based training and accreditation, in accordance with AQAC requirements.

2.2 Specific Objectives

The assignment shall:

- Develop nine (9) competency-based curricula aligned with relevant AQAC occupational standards, labour market requirements, and industry needs.
- Develop two (2) National Occupational Standards based on occupational analysis using the DACUM methodology and in accordance with AQAC-approved methodologies and requirements.
- Ensure industry relevance and national validation of the curricula and occupational standards through engagement with Sector Skills Councils, occupational practitioners, training providers, private-sector representatives, and other relevant stakeholders.
- Deliver final, quality-assured curricula and National Occupational Standards that meet AQAC requirements for formal approval, accreditation, and publication, as applicable.

3. Scope of Work and Activities

The Consultancy Assignment shall be carried out over a period of seven (7) months from the date of contract signature, with a total cumulative level of effort not exceeding seventy-five (75) working days for the entire assignment. The seventy-five (75) working days are the aggregate input of all experts of the team combined (not per expert). They cover all activities required to deliver the assignment, including inception and coordination meetings; preparation, facilitation and reporting of all workshops; travel time; language review of the Arabic and English versions. Translation carried out by professional translators who are not members of the expert team is not counted within the 75 working days, but its cost shall be included in the lump-sum prices. No additional days or fees will be paid for any of these activities.

The Service Provider shall develop nine (9) competency-based curricula and two (2) National Occupational Standards for priority occupations across selected economic and vocational sectors identified by AQAC.

The full scope of the assignment is consolidated on the table below. It distinguishes two types of work:

- Type A – Curriculum development only (occupations 1–7): an AQAC-approved National Occupational Standard already exists for each of these occupations. Each curriculum shall be developed in full alignment with the existing standard indicated in the table, in its latest version in force as registered with AQAC. AQAC will provide the Service Provider with copies of these standards, including their reference codes and versions, at the inception stage. No new occupational analysis or standard is required for these occupations; however, the Service Provider shall report to AQAC any gaps or outdated content identified in an existing standard.
- Type B – Occupational analysis, new National Occupational Standard and curriculum development (occupations 8–9): no national occupational standard currently exists for these occupations. The Service Provider shall conduct DACUM-based occupational analysis, develop a new National Occupational Standard (Section 3.2) and then develop the associated curriculum based on that standard once it has been validated by AQAC (Section 3.3).

#	Sector	Occupational Standard	Curriculum	Scope of work
1	Beauty التجميل	Ladies' Hairdresser حلاق شعر نسائي	Ladies' Hairdresser حلاق شعر نسائي	Type A – curriculum only
2	Automotive السيارات	Hybrid Vehicle Electromechanics الكتروميكانيك مركبات هجينة	Hybrid Vehicle Electromechanics الكتروميكانيك مركبات هجينة	Type A – curriculum only
3	Automotive السيارات	Electric Vehicle Electromechanics كهروميكانيك السيارات الكهربائية	Electric Vehicle Electromechanics كهروميكانيك السيارات الكهربائية	Type A – curriculum only
4	Construction الانشاءات	Domestic Air-Conditioning and Refrigeration Systems Mechanic ميكانيكي أنظمة تكييف وتبريد منزلي	Domestic Air-Conditioning and Refrigeration Appliances Mechanic ميكانيكي أجهزة تكييف وتبريد منزلية	Type A – curriculum only
5	Construction الانشاءات	Building Automation Systems Installation and Maintenance Technician فني صيانة وتركيب أنظمة أتمتة المباني	Building Automation Systems Installation and Maintenance Technician فني صيانة وتركيب أنظمة أتمتة المباني	Type A – curriculum only
6	Engineering and Electrical Industries	Computerised Industrial Machines (CNC)	CNC Machine Programming and Operation Technician	Type A – curriculum only

	الصناعات الهندسية والكهربائية	Programming and Operation Technician فني برمجة وتشغيل الالات الصناعية المحوسبة CNC	فني برمجة وتشغيل ماكينات CNC	
7	Other أخرى	OHS Supervisor مشرف سلامة وصحة مهنية	OHS Supervisor مشرف سلامة وصحة مهنية	Type A – curriculum only
8	Wood Industries الصناعات الخشبية	Furniture Painting/Finishing Technician فني دهان موبيليا	Furniture Painting/Finishing Technician فني دهان موبيليا	Type B – DACUM occupational analysis + new National Occupational Standard + curriculum
9	Printing and Packaging الطباعة والتغليف	Cardboard Box Cutting and Gluing Machine Technician فني ماكنة قص وتغرية علب كرتون	Cardboard Box Cutting and Gluing Machine Technician فني ماكنة قص وتغرية علب كرتون	Type B – DACUM occupational analysis + new National Occupational Standard + curriculum

Total: nine (9) competency-based curricula (seven Type A and two Type B) and two (2) new National Occupational Standards (Type B). The OHS Supervisor occupation is classified under the Occupational Health and Safety (OHS) sector throughout these ToR.

The assignment shall be implemented in close coordination with Enabel and AQAC and in accordance with AQAC-approved methodologies, templates, technical requirements, and quality assurance procedures.

The main activities are:

3.1 Inception and Planning

The Service Provider shall:

- Confirm with Enabel and AQAC the occupations, curricula, and specific areas of intervention.
- Prepare a detailed implementation plan covering activities, sequencing, workshops, stakeholder engagement, responsibilities, quality assurance, and delivery milestones.
- Identify and coordinate the participation of relevant Sector Skills Councils, training providers, private-sector representatives, occupational practitioners, and technical experts.
- Plan for two (2) days per DACUM occupational-analysis workshop and two (2) days per occupational standard-drafting workshop.
- Obtain from AQAC, through Enabel, the existing occupational standards for occupations 1–7, the AQAC templates in force for occupational standards and curricula, and any applicable AQAC guidelines

3.2 Occupational Analysis and Development of National Occupational Standards

For the two (2) Type B occupations identified by AQAC (occupations 8 and 9 in the Consolidated Scope Table), which require both occupational analysis/development of a National Occupational Standard and curriculum development::

#	Sector	Occupational Standard	Associated Curriculum
1	Wood Industries الصناعات الخشبية	Furniture Painting/Finishing Technician فني دهان موبيليا	Furniture Painting/Finishing Technician فني دهان موبيليا
2	Printing and Packaging الطباعة والتغليف	Cardboard Box Cutting and Gluing Machine Technician فني ماكنة قص وتغرية علب كرتون	Cardboard Box Cutting and Gluing Machine Technician فني ماكنة قص وتغرية علب كرتون

The Service Provider shall:

- Conduct occupational analysis using the DACUM methodology, where applicable, with qualified occupational practitioners and industry representatives.
- Identify and document the duties, tasks, knowledge, skills, competencies, and attitudes required for effective occupational performance.
- Develop two (2) National Occupational Standards: (1) Wood Industries Sector: (Furniture Painting/Finishing Technician فني دهان موبيليا) and (2) Packaging Sector: (Cardboard Box Cutting and Gluing Machine Technician فني ماكنة قص وتغرية علب كرتون)
-
- using AQAC-approved methodology and templates and reflecting relevant labour market and industry requirements.
- Submit the draft standards for technical review and validation by AQAC, relevant Sector Skills Councils, private-sector representatives, and practitioners.

3.3 Development of Competency-Based Curricula

The Service Provider shall develop nine (9) competency-based curricula : Curricula 1–7 shall be aligned with the existing AQAC occupational standards indicated in the previous table; curricula 8–9 shall be developed from the new National Occupational Standards once validated.

:

1	Ladies' Hairdresser	حلاق شعر نسائي
2	Hybrid Vehicle Electromechanics	الكتروميكانيك مركبات هجينة
3	Electric Vehicle Electromechanics	كهروميكانيك السيارات الكهربائية
4	OHS Supervisor	مشرف سلامة وصحة مهنية
5	Domestic Air-Conditioning and Refrigeration Appliances Mechanic	ميكانيكي أجهزة تكييف وتبريد منزلية

6	Building Automation Systems Installation and Maintenance Technician	فني صيانة وتركيب أنظمة أتمتة المباني
7	CNC Machine Programming and Operation Technician	فني برمجة وتشغيل ماكينات CNC
8	Furniture Painting/Finishing Technician	فني دهان موبيليا
9	Cardboard Box Cutting and Gluing Machine Technician	فني ماكنة قص وتغرية علب كرتون

This shall include:

- Reviewing relevant occupational requirements, labour market needs, existing curricula, and technical references.
- Translating occupational competencies and workplace requirements into competency-based curricula.
- Defining competencies, learning outcomes, content, practical components, and other elements required by AQAC.
- Ensuring alignment with relevant occupational standards, where applicable, and incorporating practical and workplace-oriented learning.
- Consulting relevant technical and industry stakeholders and revising the curricula based on validated feedback.

3.4 Validation and Quality Assurance

The Service Provider shall ensure continuous technical review and quality assurance throughout the assignment.

A Quality Assurance Committee shall be established for each occupational standard, comprising representatives from AQAC, the relevant Skills Council, the training provider, and the Service Provider.

The Service Provider shall:

- Facilitate technical review and validation of draft curricula and occupational standards with relevant stakeholders.
- Document and address comments and recommendations received.
- Revise and finalise outputs based on validated feedback.
- Conduct final technical verification before submission to AQAC.
- Maintain records of consultations, reviews, validation, and stakeholder participation.
- Validation of occupational standards shall follow AQAC’s established process, including verification by the relevant Sector Skills Councils, private-sector representatives, and a broader group of industry practitioners.

3.5 Finalisation and Deliverables

The Service Provider shall submit to Enabel and AQAC:

- Nine (9) final competency-based curricula.

1	Ladies' Hairdresser	حلاق شعر نسائي
2	Hybrid Vehicle Electromechanics	الكتروميكانيك مركبات هجينة
3	Electric Vehicle Electromechanics	كهروميكانيك السيارات الكهربائية
4	OHS Supervisor	مشرف سلامة وصحة مهنية
5	Domestic Air-Conditioning and Refrigeration Appliances Mechanic	ميكانيكي أجهزة تكييف وتبريد منزلية
6	Building Automation Systems Installation and Maintenance Technician	فني صيانة وتركيب أنظمة أتمتة المباني
7	CNC Machine Programming and Operation Technician	فني برمجة وتشغيل ماكينات CNC
8	Furniture Painting/Finishing Technician	فني دهان موبيليا
9	Cardboard Box Cutting and Gluing Machine Technician	فني ماكنة قص وتغرية علب كرتون

- Two (2) final National Occupational Standards developed:

#	Sector	Occupational Standard	Associated Curriculum
1	Wood Industries الصناعات الخشبية	Furniture Painting/Finishing Technician فني دهان موبيليا	Furniture Painting/Finishing Technician فني دهان موبيليا
2	Printing and Packaging الطباعة والتغليف	Cardboard Box Cutting and Gluing Machine Technician فني ماكنة قص وتغرية علب كرتون	Cardboard Box Cutting and Gluing Machine Technician فني مكانة قص وتغرية علب كرتون

- using AQAC-approved methodology and templates.
- Supporting occupational-analysis documentation.
- Records of stakeholder consultations, technical reviews, validation, and verification.

- Lists of participating practitioners and technical experts.
- Final designed and formatted versions of all outputs in the electronic formats required by AQAC.

All deliverables shall be submitted to Enabel for review and contractual acceptance, in coordination with AQAC where technical validation is required. The Service Provider shall address comments received and revise the deliverables accordingly. Review timelines and revision rounds shall be agreed upon in coordination with AQAC, taking into account its internal procedures. AQAC shall remain responsible for technical validation and any formal regulatory approvals, while Enabel shall retain sole responsibility for contractual acceptance of deliverables.

Subject to AQAC's prior approval, occupational-analysis and standard-drafting workshops may include AQAC trainee facilitators as assistants to support institutional capacity building.

The Service Provider shall revise or amend any developed occupational standard, at AQAC's request, for a period of one year following its issuance. During the seven-month contract period, the Service Provider shall address revisions required to ensure compliance with the agreed scope of work and AQAC requirements at no additional cost. Response times shall be based on the nature and complexity of the revisions.

4. Deliverables and Timeframe

The estimated cumulative level of effort for the assignment is expected to be distributed across the deliverables below. The Consultancy Assignment shall be carried out over a period of seven (7) months from the date of contract signature, with a total cumulative level of effort not exceeding seventy-five (75) working days for the entire assignment.

Deliverables	Details	Estimated Date to Complete	Review and Approvals Required
Inception Report, including Detailed Methodology and Work Plan	Content: • Executive Summary • Understanding of the assignment and its objectives • confirmed occupations and areas of intervention • detailed methodology stakeholder engagement and coordination approach • QA arrangements • revised detailed work plan and timeline • workshop and deliverables schedule	Within two (2) weeks of contract award	Review and contractual approval by Enabel. English shall be the working and authoritative version.
DACUM Occupational Analysis Reports	Content: • Two (2) completed DACUM occupational analyses • duties and tasks • required knowledge, skills, competencies and attitudes • workshop results	Mid of Month 2	technical review and validation by AQAC. Submission in Arabic and English is required. Arabic shall be the authoritative version for AQAC technical validation, with English

	• practitioner inputs supporting analysis documentation.		serving as the working version for Enabel.
Draft National Occupational Analysis Package – 2 standards	Contents: • Two (2) draft National Occupational Standards: (1) Wood Industries Sector: (Furniture Finishing/Painting Technician) (2) Packaging Sector: Cardboard Box Cutting and Gluing Machine Technician, based on the approved occupational analysis for the identified occupations and prepared using AQAC-approved methodology and templates • Supporting standard-drafting DACUM workshop documentation	Mid-of-Month 3	Technical review and validation by AQAC and relevant stakeholders, with contractual acceptance by Enabel. Submission in Arabic and English is required. Arabic shall be the authoritative version for AQAC technical validation, with English serving as the working version for Enabel.
Draft Competency-Based Curriculum Package – 9 Curricula	Contents: • Nine (9) competency-based curricula (Ladies' Hairdresser, Hybrid Vehicle Electromechanics, Electric Vehicle Electromechanics, OHS Supervisor, Domestic Air-Conditioning and Refrigeration Appliances Mechanic, Building Automation Systems Installation and Maintenance Technician, CNC Machine Programming and Operation Technician, Furniture Painting/Finishing Technician, Cardboard Box Cutting and Gluing Machine Technician) ,) aligned with relevant occupational standards and labor market requirements • Defined competencies and learning outcomes	End of Month 4	Technical review and validation by AQAC and relevant stakeholders, with contractual acceptance by Enabel. Submission in Arabic and English is required. Arabic shall be the authoritative version for AQAC technical validation, with English serving as the working version for Enabel.

	• Practical and workplace-oriented components, where applicable • Relevant technical references and supporting materials		
Validation and Quality Assurance Documentation	Contents: • Validation of the curricula and occupational standards • Consolidated stakeholder feedback and responses • Review comments and recommendations • Final nine (9) curricula and two (2) National Occupational Standards in AQAC-approved formats and designs • Quality assurance records for the curricula and occupational standards.	Mid of Month 7	Technical validation and regulatory approval, where applicable, by AQAC, in consultation with relevant stakeholders. Final contractual acceptance by Enabel. Submission in Arabic and English is required, with Arabic serving as the authoritative version for AQAC-approved technical documents.
Final Assignment Report	Contents: • Executive summary • Summary of activities and results • Stakeholder engagement and workshops conducted • Final outputs delivered • Challenges and mitigation measures • Lessons learned • Sustainability and institutionalisation considerations • Annexes and supporting documentation	First draft: Mid of Month 7 Final draft: End of Month 7	Review and contractual approval by Enabel. English shall be the working and authoritative version.

4. Instructions for Methodology and Work Plan Submission

The Service Provider is required to submit a comprehensive methodology and work plan demonstrating a clear understanding of the assignment objectives, AQAC's regulatory mandate, and the requirements for developing relevant, labour-market-oriented occupational standards and competency-based curricula.

The proposal shall present a practical, structured, and participatory approach for developing nine (9) competency-based curricula and two (2) occupational standards across the identified priority sectors. The proposed methodology shall demonstrate how the Service Provider will ensure technical quality, stakeholder participation, alignment with occupational and labour market requirements, systematic validation, and effective coordination with AQAC throughout the assignment.

4.1 Methodology

The Service Provider shall provide a detailed description of its proposed approach covering all tasks of the assignment, including:

- Describe the overall approach for developing the nine (9) competency-based curricula and two (2) occupational standards, including the sequencing of occupational analysis, development, consultation, validation, and finalisation.
- Specify the methodology for conducting occupational analysis using DACUM, including the identification and engagement of qualified occupational practitioners and the analysis of duties, tasks, competencies, knowledge, skills, and attitudes required for the selected occupations. Explain the proposed approach for National Occupational Standards, based on the occupational analysis and in accordance with AQAC-approved methodologies, templates, and requirements.
- Describe the proposed methodology for developing the nine (9) competency-based curricula, including ensuring that occupational and labour market requirements are translated into relevant competencies, learning outcomes, content, and practical and workplace-oriented learning components.
- Describe the methodology for developing the competency-based curricula,
- Describe the stakeholder engagement and consultation approach, including mechanisms for coordinating with AQAC, relevant Sector Skills Councils, training providers, private sector representatives, occupational practitioners, subject-matter experts, and other relevant stakeholders throughout the development process.
- Explain the approach for technical review, validation, and quality assurance, including including mechanisms to ensure consistency, technical accuracy, labour market relevance, completeness, and compliance with AQAC-approved methodologies, templates, and requirements across all curricula and occupational standards.
- Explain the proposed approach for ensuring the sustainability and usability of the outputs, including knowledge transfer to AQAC and the development of outputs that can be effectively maintained, updated, and applied within AQAC’s systems beyond the assignment period.

4.2 Work Plan

The Service Provider shall present a preliminary work plan covering the entire assignment period, including:

- A comprehensive timeline outlining all activities, deliverables, milestones, consultations, and validation processes across the assignment.
- Clear sequencing of key activities, including inception and planning, occupational analysis and 2 days per DACUM occupational-analysis workshops, 2 days per standard-drafting workshop, development of National Occupational Standards, curriculum development, stakeholder consultation, validation, finalisation, and submission.
- Identification of key deliverables, timelines, and responsible personnel for each phase of the assignment.
- Identification of technical review and quality assurance mechanisms to ensure consistency, timely delivery, technical accuracy, and compliance with AQAC requirements.

- A detailed level of effort plan indicating the proposed input of each key expert across the assignment period and the estimated working days allocated to key activities and deliverables, within the cumulative level of effort defined under the assignment (75 days).
- Description of coordination and communication mechanisms with Enabel, AQAC, Sector Skills Councils, training providers, occupational practitioners, private-sector representatives, and other relevant stakeholders.
- Proposed arrangements for stakeholder engagement, technical consultation, and validation, including the planning and sequencing of DACUM, standard-drafting, and validation workshops.

5. Eligibility, Qualifications, and Documents to be Submitted for Evaluation

The consultancy assignment is open exclusively to single legal entities/Team of consultants. Individual consultants are NOT eligible to apply.

The Service Provider shall submit a proposal detailing the proposed team's composition, organizational structure, roles, and responsibilities, and demonstrating how the team meets the above-mentioned criteria. The proposed team shall collectively demonstrate strong technical expertise in Technical and Vocational Education and Training (TVET), occupational analysis, DACUM methodology, occupational standards development, competency-based curricula development, sector skills development, labour market analysis, quality assurance, and stakeholder engagement.

The proposed team composition may be adapted at the discretion of the applicant, provided that all required areas of expertise are adequately covered. One expert may cover more than one area of expertise, However, Enabel will evaluate one lead expert per profile against the specified qualification criteria.

The Service Provider shall submit an Organizational Profile and/or Team Profile, as applicable, presenting:

- General background of the organization or proposed team of consultants.
- Core areas of expertise relevant to the assignment, including TVET systems, occupational analysis, DACUM methodology, occupational standards development, competency-based curricula development, sector skills development, quality assurance, and labour market-oriented training.
- Brief descriptions of relevant assignments implemented or ongoing during the last five (5) years, including the client, sector, scope of work, key outputs, and approximate value or scale.
- Demonstrated experience in developing occupational standards and competency-based curricula for TVET institutions, regulatory authorities, Sector Skills Councils, training providers, public institutions, development programmes,.
- Demonstrated experience in industry and stakeholder engagement, including working with occupational practitioners, employers, Sector Skills Councils, training providers, and other relevant stakeholders in the development and validation of occupational standards and curricula.
- Experience working with public sector institutions and development partners, including in Jordan or similar regional contexts, if applicable.

The Service Provider shall also submit CVs of the proposed key staff positions for this assignment (e.g., Team Leader/TVET and Occupational Standards Expert, Competency-Based Curriculum Development Expert, DACUM/Occupational Analysis Expert, and/or other relevant sector-specific technical experts).

6 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

(a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 7 Forms);

(b) List of subcontractors (see clause 2 of chapter 7 Forms);

(c) Tender form - Prices (clause 3 of chapter 7 Forms)

(d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 7 Forms);

(e) All documents demanded in clause 13 of chapter 3 Award Procedure (award criteria);

(f) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

(g) 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);

(h) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

7 FORMS

1. IDENTIFICATION FORM

Enabel

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) *As indicated on the official document.*	
FIRST NAME(S) *As indicated on the official document.*	
DATE OF BIRTH *DD MM YYYY*	
PLACE OF BIRTH *(town, village)*	
TYPE OF IDENTITY DOCUMENT *(identity card, passport, driving licence etc.)*	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
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 *As indicated on the official document.*	
COMMERCIAL NAME *(if different from official name)*	
ABBREVIATION *(if applicable)*	
LEGAL FORM	
TYPE OF ORGANISATION *(Delete as appropriate)*	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER *(if applicable)*	
PLACE OF REGISTRATION *City* *Country*	
DATE OF REGISTRATION *DD MM YYYY*	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
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 *As indicated on the official document.*	
ABBREVIATION *(if applicable)*	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER *(if applicable)*	
PLACE OF REGISTRATION *City* *Country*	
DATE OF REGISTRATION *DD MM YYYY*	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
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)***

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.

Deliverables	Estimated N. of Days	Lump-Sum per Deliverable (EUR) exclusive of VAT
Inception Diagnostic Report, including stakeholder consultations summary, methodology, revised and detailed work plan		
DACUM Occupational Analysis Reports		
Draft National Occupational Analysis Package – 2 standards : (1) Wood Industries Sector:(Furniture Finishing/Painting Technician) (2) Packaging Sector: Cardboard Box Cutting and Gluing Machine Technician		
Draft Competency-Based Curriculum Package – 9 Curricula (Ladies' Hairdresser, Hybrid Vehicle Electromechanics, Electric Vehicle Electromechanics, OHS Supervisor, Domestic Air-Conditioning and Refrigeration Appliances Mechanic, Building Automation Systems Installation and Maintenance Technician, CNC Machine Programming and Operation Technician, Furniture Painting/Finishing Technician, Cardboard Box Cutting and Gluing Machine Technician)		
Validation and Quality Assurance Documentation		
Final Assignment Report submitted		
Total exclusive of VAT		
VAT		
Total inclusive of VAT		

The person-days across all six deliverables must total **no more than 75**, counting each expert's time

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 FOR 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 of 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 and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 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 public 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 be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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:

.....

Place, date