



## Tender Specifications

Public service contract for **Collaborative research and participatory approaches to foster the inclusion of Syrian refugees in Jordan**

Open procedure

Navision code: JOR23001-10008

# Table of contents

<b>1</b>	<b>General remarks</b> .....	<b>5</b>
1.1	Derogations from the General Implementing Rules .....	5
1.2	Contracting authority.....	5
1.3	Institutional framework of Enabel .....	5
1.4	Rules governing the public contract .....	6
1.5	Definitions.....	7
1.6	Processing of personal data by the contracting authority and confidentiality.....	8
1.6.1	Processing of personal data by the contracting authority.....	8
1.6.2	Confidentiality.....	8
1.7	Deontological obligations .....	9
1.8	Applicable law and competent courts .....	10
<b>2</b>	<b>Subject-matter and scope of the public contract</b> .....	<b>11</b>
2.1	Type of contract.....	11
2.2	Subject-matter of the public contract.....	11
2.3	Lots.....	11
2.4	Items .....	11
2.5	Duration of the public contract.....	11
2.6	Variants ♣ .....	11
2.7	Option .....	11
2.8	Quantity .....	11
<b>3</b>	<b>Subject-matter and scope of the public contract</b> .....	<b>12</b>
3.1	Award procedure .....	12
3.2	Publication .....	12
3.2.1	Official notification.....	12
3.2.2	Enabel publication .....	12
3.3	Information .....	12
3.4	Tender .....	13
3.4.1	Data to be included in the tender.....	13
3.4.2	Period the tender is valid .....	14
3.4.3	Determination of prices .....	14
3.4.3.1	Elements included in the price.....	15
3.4.4	How to submit tenders? .....	15
3.4.5	Change or withdrawal of a tender that has already been submitted.....	15

3.4.6	Opening of Tenders.....	16
3.4.7	Selection of tenderers.....	16
3.4.7.1	Exclusion grounds .....	16
3.4.7.2	Selection criteria .....	17
	Selection criterion 1: Annual turnover .....	17
	Technical Aptitude.....	18
	Selection Criterion 2 : List the references/similar experience .....	18
3.4.7.3	Modalities relating to tender examination and regularity of the tenders.....	19
3.4.7.4	Award criteria♣.....	19
3.4.7.5	Final score .....	22
3.4.7.6	Awarding the public contract.....	22
3.4.8	Concluding the public contract .....	22
<b>4</b>	<b>Specific contractual and administrative conditions.....</b>	<b>24</b>
	These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 “Performance bond (Art. 25-33)”).....	24
4.1	Managing official (Art. 11) .....	24
4.2	Subcontractors (Art. 12 to 15) .....	24
4.3	Confidentiality (art. 18).....	25
4.4	Protection of personal data .....	25
4.4.1	Processing of personal data by the contracting authority.....	25
4.4.2	PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR .....	26
4.5	Intellectual property (Art. 19 to 23).....	26
4.6	Performance bond (Art. 25 to 33).....	27
4.7	Conformity of performance (Art. 34).....	28
4.8	Zero tolerance Sexual exploitation and abuse.....	28
4.9	Changes to the public contract (Art. 37 to 38/19) .....	28
4.9.1	Replacement of the contractor (Art. 38/3) .....	28
4.9.2	Revision of prices (Art. 38/7) .....	29
4.9.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12) .....	29
4.9.4	Unforeseen circumstances.....	29
4.10	Preliminary technical acceptance (Art. 42).....	30
4.11	Performance modalities (Art. 146 et seq.).....	30
4.11.1	Deadlines and terms (Art. 147) .....	30
4.11.2	Place where the services must be performed and formalities (Art. 149).....	30
4.12	Inspection of the services (Art. 150) .....	30

4.13	Liability of the service provider (Art. 152-153) .....	31
4.14	Means of action of the contracting authority (Art. 44-51 and 154-155) .....	31
4.14.1	Failure of performance (Art. 44) .....	31
4.14.2	Fines for delay (Art. 46 and 154).....	32
4.14.3	Measures as of right (Art. 47 and 155) .....	32
4.15	End of the public contract.....	32
4.15.1	Acceptance of the services performed (Art. 64-65 and 156).....	32
4.15.2	Invoicing and payment of services (Art. 66 to 72 – 160) .....	33
4.16	Litigation (Art. 73) .....	33
<b>5</b>	<b>Terms of reference .....</b>	<b>35</b>
5.1	Enabel in Jordan.....	35
5.2	ELP: socio-economic empowerment of youth, Syrian refugees and women in Jordan ....	35
5.2.1	General and Specific Objectives of the intervention .....	36
	<b>Objectives of the consultancy .....</b>	<b>37</b>
	<b>Qualifications, experience and eligibility of the consultant(s) .....</b>	<b>43</b>
<b>6</b>	<b>Forms.....</b>	<b>53</b>
6.1	Identification forms.....	53
6.1.1	Subcontractors.....	54
6.2	Tender Forms – prices.....	55
6.3	Declaration on honour – exclusion criteria.....	57
6.4	Integrity statement for the tenderers.....	60
6.5	Annual turnover .....	61
6.6	List the references/similar experience .....	62
<b>7</b>	<b>Checklist of documents to be joined to the tender .....</b>	<b>63</b>

# 1 General remarks

## 1.1 Derogations from the General Implementing Rules

Section 4, ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These tender documents derogate from Art. article 25§2 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-33)” p.26, to allow the participation of local tenderers.

## 1.2 Contracting authority

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

For this contract, Enabel is represented by << person(s) who will sign the award letter = ‘mandataries’ / who are mandated to represent the company towards third parties.

## 1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

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

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

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

<sup>1</sup> Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

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

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization<sup>4</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

#### 1.4 Rules governing the public contract

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

<sup>4</sup> <http://www.ilo.org/ilolex/french/convdisp1.htm>.

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

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

<sup>7</sup> Belgian Official Gazette 9 May 2017.

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

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be); Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

## 1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: Enabel, represented by the Resident Representative of Enabel in **Jordan**.

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

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

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

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

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

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

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

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

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

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

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

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

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

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

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

## **1.6 Processing of personal data by the contracting authority and confidentiality**

### **1.6.1 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 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.

### **1.6.2 Confidentiality**

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



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

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

## **1.7 Deontological obligations**

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

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

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

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

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

1.7.6. The 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 desk review or on-the-spot check, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

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

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

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

The parties commit to sincerely perform their engagements to ensure the good performance of this contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

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

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

### 2.1 Type of contract

This contract is a public service contract.

### 2.2 Subject-matter of the public contract

This public service contract consists in the performance of **Collaborative research and participatory approaches to foster the inclusion of Syrian refugees in Jordan**, in conformity with the conditions of these Tender Specifications.

### 2.3 Lots<sup>9</sup>

The contract has no lots. A tender for part of a contract is inadmissible.

The tender is not divided into lots due to the nature of the assignment as it is cumulative type of deliverables.

### 2.4 Items

The contract consists of the following items:

(See also Part 3 of the TOR).

These items are pooled and 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 of a same lot.

### 2.5 Duration of the public contract<sup>10</sup>

The contract starts upon award notification expires on the final acceptance.

The renewal will be made as per the terms and conditions of the initial Tender Specifications.

Should the contract not be renewed, the contractor cannot claim damages.

### 2.6 Variants ♣

Variants are not permitted.

### 2.7 Option

Options are not permitted.

### 2.8 Quantity

Quantities will be determined in order forms. The presumed quantities below are given for information purposes only.

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<sup>9</sup> For contracts of a value equal to or greater than EUR 135 000 excl. VAT, the contracting authority is obliged to consider dividing the contract into lots unless a valid reason is given in the procurement documents.

<sup>10</sup> Please note: duration of the contract not to be confused with period of performance.

## 3 Subject-matter and scope of the public contract

### 3.1 Award procedure

This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open procedure.

### 3.2 Publication

#### 3.2.1 Official notification

This contract is officially advertised in the Belgian Public Tender bulletin and in the Official Journal of the European Union.

This public contract is officially advertised on the OECD website.

#### 3.2.2 Enabel publication

This contract is furthermore published on the Enabel website ([www.enabel.be](http://www.enabel.be)) from September 10,2024 till October 21,2024 .

### 3.3 Information

The awarding of this contract is coordinated by Ms. Karmel Al Salqan, Expert in contracting and administration. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until inclusive **October 10,2024**, candidate-tenderers may ask questions about these Tender Specifications and the contract. Questions will be in writing to Ms Karmel Al Salqan ([Karmel.alsalqan@enabel.be](mailto:Karmel.alsalqan@enabel.be)) and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as from **October 14,2024**.

**An information session will be held on October 1<sup>st</sup>,2024 at 12:00pm.**

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 379 925 984 687

Passcode: 7VDwum

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

The procurement documents can be consulted free of charge at the following internet address:

- [enabel.be/public-procurement/](http://enabel.be/public-procurement/)

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

## 3.4 Tender

### 3.4.1 Data to be included in the tender

The following forms must be used:

- Form 6.1 - Identification of the tenderers form
- Form 6.1.1 -List of subcontractors
- Form 6.2 – Prices
- Form 6.3- Declaration on honour – Exclusion grounds
- Form 6.4 - Integrity Statement of the tenderers
- European Single Procurement Document (ESPD)

The European Single Procurement Document is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

In accordance with Article 76 § 1 °2 of the Royal Decree of 18 April 2017, failure to comply with the obligation to submit a ESPD constitutes a substantial irregularity causing the tender to be null and void.

The tenderer also attaches the following to his tender:

- All documents demanded for qualitative selection and award criteria;
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable VAT rate;
- The statutes and any other document required to establish the power of attorney of the signer(s);

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

- Form 6.1 - Identification of the tenderers form
- Form 6.4 - Declaration on honour – Exclusion grounds
- Form 6.5 - Integrity Statement of the tenderers
- European Single Procurement Document (ESPD)
- The statutes and any other document required to establish the power of attorney of the signer(s);

- Form 6.5 - Annual turnover
- Form 6.6 List the references/similar experience
- The association agreement signed by each participant, clearly showing who represents the association;

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1.

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

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

The tenderer must use the tender form in annex. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English.

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

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

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

The tenderers are bound by their tender for a period of <90> calendar days from the reception deadline date.

### **3.4.3 Determination of prices**

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

This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

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

#### **3.4.3.1 Elements included in the price**

The service provider quotes his rates in euros, VAT excluded. The applicable VAT is quoted separately.

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

Delivery of documents or records associated with the performance;

The packaging;

Training required for operation;

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

Customs and excise duties for equipment and products used;

Acceptance costs.

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

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

The tenderer submits his tender as follows:

- One original copy of the completed tender will be submitted on paper. Moreover, the tenderer shall attach the copies requested by the tender guidelines to the tender (see Part 6). These copies may be submitted in one or more PDF files on a USB stick.

It is submitted in a properly sealed envelope bearing the following information:  
Tender Collaborative research and participatory approaches to foster the inclusion of Syrian refugees in Jordan JOR23001-10008

It may be submitted:

- a) By mail (standard mail or registered mail)

In this case, the sealed envelope is put in a second closed envelope addressed to:

Enabel, public-law company

**22, Abdallah Ar-Rihani St., Swefieh, Amman, Jordan, Contact person: Duccio Ferraro.**

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 9 am to 15 pm see the address given under 'Opening of Tenders').

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

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

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

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

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

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

The withdrawal must be pure and simple.

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

### **3.4.6 Opening of Tenders**

*Article 83-84 of the Royal Decree of 14 April 2017*

The tenders must be in the possession of the contracting authority before <October 21,2024> at <12:00PM>. The tender opening is open to the public.

The tender opening session will take place at the address given above for the submission of tenders <12:30PM>.

Late tenders will not be accepted.

### **3.4.7 Selection of tenderers**

#### **3.4.7.1 Exclusion grounds**

The obligatory and facultative grounds for exclusion grounds are given in attachment to these Tender Specifications.

By submitting his tender together with the European Single Procurement Document (ESPD) the tenderer declares officially on his honour that:

1° he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion;

2° he fulfils the selection criteria established by the contracting authority in this contract;

The tenderer can either complete the ESPD given in attachment, or generate his document via the website: <https://ec.europa.eu/tools/espd/filter>

The contracting authority will ask the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, if necessary to ensure the smooth proceeding of the procedure. The tenderer is not required to submit any supporting documents or other evidence if and to the extent that the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.



With the exception of the exclusion grounds relating to tax and social security, the tenderer that is in one of the mandatory or optional exclusion situations can prove on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organisational and personnel measures to prevent a new criminal offence or a new fault.

#### 3.4.7.2 Selection criteria

Moreover, by means of the documents requested below, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public contract.

Only tenders from tenderers who meet the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.

§1 The selection criteria are the following:

- 1° Economic and financial capacity - **average annual turnover**.
- 2° Technical aptitude – **references of experience** with certificates of completion.

§1 A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with these entities. In that case, the following rules apply:

- 1° Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
- 1° The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.
- 2° Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract, provided the possibility of requiring joint liability has not been excluded as per procurement documents.

#### Selection criterion 1: Annual turnover

In one of the past three financial years the tenderer must have achieved a **minimum** total turnover of:

Minimum annual turnover – (€)
120,000.00

Tenderer shall include in his tender a statement on the total turnovers achieved during the past three financial years, unless total turnover is mentioned in the approved Financial Statements that can be consulted via the digital portal (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out)

## Technical Aptitude

Selection Criterion 2 : List the references/similar experience

In order to be selected for this contract, the tenderer must have relevant similar reference(s) carried out to the highest standard and to the client's full satisfaction, for the following minimum requirements: amounts in Euro (€):

Date	Minimum Number of contracts	Each with a minimum amount of (€) incl. VAT:	Minimum combined value of contracts (€) incl. VAT:	Similarity check
Within last five years (from 2019)	At least <b>three contracts</b>	50,000.00	150,000.00	<p>Projects addressing complex socio-economic challenges, such as integration and inclusion of refugees, human mobility issues, or social protection systems.</p> <p>2. Achieving objectives similar to those required in the current assignment, such as producing comprehensive reports, developing actionable recommendations, or implementing strategic plans.</p> <p>3. Working with a diverse team of experts to ensure comprehensive perspectives and expertise were applied in delivering the project outcome.</p>

The tenderer includes in his tender a list with the main works that have been executed including the amount and date as well as the public or private recipients. The works are backed by completion certificates drawn up or approved by the competent authority or, where the consignee was a private purchaser by certification of the private purchaser, or by default, by a simple statement of the building contractor.

Works shall be successfully and substantially completed and that are similar to the proposed works.

Contracts which have been entirely (100%) subcontracted by the tenderer to another entity will not be considered as experience and shall not be listed.

For contracts implemented in consortium with other entities, only the amount of works really implemented by the tenderer shall be mentioned and considered as experience

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

*Art. 75-76 of the Royal Decree of 18 April 2017*

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

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

The substantially irregular tenders are excluded.

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

The following irregularities are deemed substantial:

1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law;

2° failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;

3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;

4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

**Conflicts of interest - Revolving door** (Art. 51 Royal Decree 18/04/2017).

Without prejudice to Articles 6 and 69, clause 1, 5° of the Law a conflict of interest is considered any situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

### **3.4.7.4 Award criteria**

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria:

**Award criterion 1- Technical Offer: 70 %**

<b>Criteria</b>	<b>Points</b>	<b>Explanation</b>
Expertise and qualifications of the tenderer submitting the proposal	20	Total points for evaluating the tenderer's overall expertise and relevance to the assignment
Proven Significant Project Experience	5	Assesses past projects (3) similar in size and complexity to ensure the tenderer has the necessary experience
Experience and institutional knowledge on the thematic areas of the assignment	5	Evaluates the experience in implementation of development projects and/or in conducting research on refugee socio-economic integration and socio-economic inclusion, human mobility and social protection.
Awareness and experience with Syrian Refugee Ecosystem and Regulatory Framework in Jordan	5	Measures the tenderer's knowledge and practical experience with the complex ecosystem and regulatory framework related to Syrian refugees in Jordan
4. Experience in Primary and Secondary Research	5	Reviews capability in conducting both primary and secondary research relevant to the assignment
CV of Key Personnel	20	Total points for assessing the qualifications, relevant experience, and alignment of key

		<b>personnel with the tender's ToR</b>
Relevant Experience and Qualifications	10	Assesses the educational background and professional background of key personnel to ensure they meet the tender's requirements.
Experience in Similar Projects	5	Evaluates the relevant experience of key personnel in assignments like the one being proposed.
Alignment with ToR	5	Reviews how well the qualifications, experience, and roles of key personnel align with the project's Terms of Reference and their suitability for the assignment.
<b>Proposed Work Plan and Methodology</b>	<b>30</b>	<b>Total points for evaluating the proposed approach, planning, execution strategies</b>
Clarity and Detail of Work Plan	10	Evaluates how clearly and thoroughly the work plan is outlined, including timelines, milestones for each output, and the different deliverables.
Approach to Methodology	10	Assesses the appropriateness and effectiveness of the proposed methodology, including detailed plans for data collection, analysis, and the implementation of deliverables for each output.

Integration and Alignment of Outputs and Deliverables	10	Reviews how well the proposed approach integrates and aligns the various outputs and deliverables, ensuring a cohesive strategy among the different components of the tender.
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### **Award criterion 2 - Price: 30 %**

With regards to the 'price' criterion, the following formula will be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender} * 30}{\text{amount of tender A}}$$

#### **3.4.7.5 Final score**

The scores for the award criteria will be added up. The contract will be awarded to the tenderer 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.

#### **3.4.7.6 Awarding the public contract**

The public contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the ESPD of this tenderer and provided the check shows that the Declaration on honour corresponds with reality.

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

The contracting authority may either decide not to award the contract, either redo the procedure, if necessary, through another award procedure.

#### **3.4.8 Concluding the public contract**

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via digital platforms, e-mail or fax and, on the same day, by registered post.

So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

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

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

## 4 Specific contractual and administrative conditions

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

These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 "Performance bond (Art. 25-33)").

### 4.1 Managing official (Art. 11)

The managing official is Mr Duccio Ferraro , e-mail: [duccio.ferraro@enabel.be](mailto:duccio.ferraro@enabel.be).

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

The managing official is responsible for the follow-up of the performance of the contract.

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

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

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 the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

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

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

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

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

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.



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

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

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

### **4.4 Protection of personal data**

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

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

#### **4.4.2 PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR**

##### **OPTION 1: PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR**

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

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

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

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

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

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

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex [X]. Filling out and signing this annex is therefore a condition of regularity of the tender.

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

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

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

When the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

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

For this contract no performance bond is required.

The performance bond is set at 5% of the total value, excluding VAT, of procurement. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

By way of derogation from Article 26, the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The contractor shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

- 1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Complete the following form as well as possible [https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) (PDF, 1.34 Mo), and forward it by e-mail to [info.cdcdck@minfin.fed.be](mailto:info.cdcdck@minfin.fed.be)
- 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function
- 3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function
- 4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

This proof must be provided as applicable by submission to the contracting authority of:

- 1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

- 2° a debit notice issued by the credit institution or the insurance company; or
  - 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or
  - 4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or
  - 5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.
- 6 A bank cheque with no end date.

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

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

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

**Request by the contractor for the acceptance procedure to be carried out:**

- 1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond
- 2° For the final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

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

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

## **4.8 Zero tolerance Sexual exploitation and abuse**

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

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

### **4.9.1 Replacement of the contractor (Art. 38/3)**

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial contract was agreed in cases other

than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the contract.

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

For this contract, price revisions are not permitted.

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

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

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

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

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

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

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

#### **4.9.4 Unforeseen circumstances**

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

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

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

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

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

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

The services must be performed by the 31<sup>st</sup> of April 2027 as from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

The order form is addressed to the service provider either by registered letter, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

Any further correspondence pertaining to the order form (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it will inform the service provider in writing of which extension of the period is accepted.

When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the service provider shall ask for an extended service performance period under the same conditions as those foreseen in case of late reception of the order form.

In any event, complaints about the order form are not admissible any more if they are not submitted within 15 calendar (\*) days from the day following the date on which the service provider has received the order form.

(\*) Shorter period, justified in the Tender Specifications for certain contracts (e.g. taking into account the performance periods for the services set in the Tender Specifications, complaints may not be admissible...).

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

Services will be performed remotely and in Jordan, covering at least 4 governorates (see ToR). This includes both virtual and on-the-ground activities to ensure comprehensive engagement and implementation across the specified regions.

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

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

The service provider advises the managing official by registered post or e-mail showing the exact

date of dispatch, at which date the services can be controlled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Regardless of the application of any fines for delay, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

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

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

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

§2 The measures as of right are:

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

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

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

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

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

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

The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests.

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

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



on the case.

The acceptance specified above is final.

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

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

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

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

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice.

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in EUROS.

No advance may be asked by the contractor and the payment is made after provisional/final acceptance of each service delivery of a same order

<b>Milestone</b>	<b>Payment</b>
<b>Milestone 1:</b> Successful delivery of deliverables 1	20% of total contract amount
<b>Milestone 2:</b> Successful delivery of deliverables 2.1 and 2.2	40% of total contract amount
<b>Milestone 3:</b> Successful delivery of deliverable 3	10% of total contract amount
<b>Milestone 4:</b> Successful delivery of 50% of deliverables 4.1 and 4.2 (3 policy dialogues and 3 policy brief)	15% of total contract amount
<b>Milestone 5:</b> Successful delivery of deliverables 4.1 and 4.2	15% of total contract amount

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

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

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

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

Enabel, public-law company

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels  
Belgium

## 5 Terms of reference

### 5.1 Enabel in Jordan

Enabel – the Belgian Development Agency – is present in Jordan since 2019, as implementing partner of QUDRA II 2 – *Resilience for refugees, IDPs, returnees and host communities in response to the protracted Syrian and Iraqi crises*, to contribute to alleviating the impact of the Syrian and Iraqi crises on refugees, internally displaced persons (IDPs) and host communities in Lebanon, Jordan, Turkey and Iraq.

Following the success of Qudra II, the EU-funded “Employment and Livelihood Programme (ELP): socio-economic empowerment of Youth, Syrian refugees and women in Jordan”, to be implemented for 50 months – from September 2023 to November 2027 –, aims at enhancing **decent employment and entrepreneurial opportunities for vulnerable Jordanian youth, Syrian refugees and women in Jordan**.

### 5.2 ELP: socio-economic empowerment of youth, Syrian refugees and women in Jordan

The ELP program is financed by the European Union under the EU Support to livelihoods under the regional response to the Syrian crisis, an Annual Measure in favour of the Hashemite Kingdom of Jordan for 2022. The Action implemented by ENABEL Jordan, officially started in September 2023 and will last for 50 months, until November 2027.

The strategic approach underpinning the action focuses on supporting **work based learning and direct employment**, targeting **the skills mismatch** between labour market demand and skills supply, promoting **partnerships with the private sector** in skills development and employment services, supporting **micro or small business creation and development**, as well as through **enhancing the evidence-basis** on economic opportunities and livelihoods for refugees and host communities, including through **action research**, to support inclusive policy dialogues, programming, planning and implementation.

The desired change is to be achieved through **three main results**:

A **first result** aims at addressing both the skills mismatch in the Jordanian labour force and high unemployment rates among vulnerable Jordanian youth and Syrian refugees, through public private partnerships in human capital development that facilitate an effective transition from learning to work and increase career opportunities. As such, the first result contributes to building a workforce equipped with quality and relevant skills, as well as their connection to employers seeking skilled workers.

A **second result** addresses the lack of employment opportunities for vulnerable Jordanian youth and Syrian refugees by supporting both self-employment and job creation through the creation and development of micro and small businesses for sustainable livelihoods, with a focus on promoting local economic opportunities in the green and circular economy and digital sector.

A **third result** will foster the production and centralization of data and analysis to feed both the ongoing intervention (Results 1 & 2) as well as enhance evidenced-based policy dialogues programming, monitoring planning and implementation of the refugee response related to inclusion through socio-economic opportunities and livelihood.

### 5.2.1 General and Specific Objectives of the intervention

The **general objective** of the action is: *“Enhanced socio-economic empowerment for vulnerable Jordanian youth and Syrian refugees in Jordan”*.

Contribution to the general objective will be achieved through the following **specific objective**: *“Vulnerable Jordanian youth and Syrian refugees have increased access to decent employment and entrepreneurial opportunities in Jordan”*.

The specific objective will be achieved through the following three **key-results**, addressing needs and constraints of different beneficiaries:

**Result 1:** Vulnerable Jordanian youth and Syrian refugees are equipped with demand-driven skills and supported to access inclusive and decent employment.

**Result 2:** Vulnerable Jordanian youth and Syrian refugees are supported to create or develop micro-or small businesses that are relevant to their local economies.

**Result 3:** Evidence related to inclusion through economic opportunities and livelihoods is enhanced for refugees and host communities and provide the basis for more inclusive policy dialogue, programming, monitoring, planning and implementation for national and local public sector actors.

#### **Target groups and beneficiaries:**

- Unemployed vulnerable Jordanian youth (18-35 years) and Syrian refugees (50% target)
- Graduates of TVET institutions
- Employers of/all micro- or small size enterprises
- Business development/support services coaches
- Local authorities and stakeholders in charge of the refugees’ response on livelihood and socio-economic opportunities.

### **Final beneficiaries of the intervention:**

- TVET institutions and Employers' organisation/Business Membership Organisations (BMO's) involved in skills development
- Private incubators/accelerators, NGO's, CSOs involved in business development and self-employment support for vulnerable groups
- Business support/development service providers
- Institutions involved in refugees' response on livelihood and socio-economic opportunities.

## **Objectives of the consultancy**

The consultancy aims to enhance the socio-economic integration of refugees in Jordan through a multifaceted approach, while also improving Enabel's initiatives in the ELP through collaborative efforts with national and local partners. This includes 1) conducting comprehensive research to assess the current integration strategies and barriers, 2) evaluating the inclusion of beneficiaries in the Employment and Livelihood Programme across multiple governorates, 3) collaborating with local entities to develop targeted action plans, and 4) facilitating policy dialogues to refine strategies for effective refugee inclusion. By leveraging qualitative and quantitative methodologies, engaging with key stakeholders, and fostering dialogue at local and national levels, the consultancy aims to provide evidence-based recommendations and frameworks that support sustainable integration efforts and promote social cohesion within Jordanian communities. This consultancy is linked to Result 3 of the project, as described above.

### **Output1: Quali-Quantitative Analysis of Refugee Integration Strategies in Jordan**

#### **Objectives**

Identify key dimensions of inclusion necessary for effective refugee integration in Jordan, with focus on refugees outside the camps/urban refugees (i.e, education, employment, healthcare, social integration).

Explore and document barriers (e.g., legal restrictions, cultural challenges, economic disparities) and opportunities (e.g., community support initiatives, policy frameworks) affecting refugee inclusion in Jordan.

#### **Methodology**

- **Secondary Research:** Utilize existing data portals, literature, reports, and studies to gather qualitative and quantitative data on inclusion dimensions, barriers, and opportunities for refugees in Jordan.
- **Benchmarking of Good Practices:** Conduct a comparative analysis to establish benchmarks of good practices in social cohesion and refugee inclusion in Jordan, drawing from global, regional and local case studies, with preference for similar contexts.

**Deliverable 1:** “Bridging Inclusion: A Quali-Quantitative Analysis of Refugee Integration Strategies in Jordan” Report.

The comprehensive report will integrate the following essential elements:

- **Identification of Key Dimensions of Inclusion:** Outline essential dimensions for effective refugee integration in Jordan (i.e, education, employment, healthcare, social integration aspects).
- **Analysis of Barriers and Opportunities:** Provide a nuanced view of factors influencing refugee inclusion in Jordan, including barriers such as legal restrictions and opportunities such as community support or policy initiatives. Explore and flag whenever possible specific obstacles, barriers and opportunities of specific groups, such as women and girls, young people, people with disabilities.
- **Synthesis of data:** Synthesize qualitative and quantitative data into a cohesive framework, emphasizing key dimensions, barriers, opportunities and stakeholder insights specific to Jordan.
- **Development of Actionable Recommendations:** Formulate strategic recommendations based on synthesized findings to enhance refugee integration strategies in Jordan. Recommendations should address barriers, leverage opportunities, align with best practices, and illustrate how Enabel can support local actors to improve the inclusion of Syrian Refugees and advocate for positive change.
- **Policy guidance for local authorities, NGOs, and international organizations** involved in refugee support and integration efforts in Jordan to act in line and enhance the above-mentioned recommendations.

## **Output2: Action Research**

### **Objective**

Assess the inclusion of 200 Syrian beneficiaries of the Employment and Livelihood Programme (ELP) in communities across 4 to 6 governorates (Amman, Mafraq, Irbid, Tafilah, Karak and Aqaba), based on key dimensions identified through Output 1, using surveys, focus groups and other participatory methods.

### **Methodology**

- **Primary Qualitative Research:** Annual surveys and focus groups to evaluate beneficiaries' integration across key dimensions identified in Output 1 (i.e., education, employment, healthcare, social cohesion).

### **Deliverables**

**2.1 Annual Data Submission** - Detailed agenda, meeting minutes, transcriptions of interviews and focus groups, lists of participants, systematized data, and key findings from the period to ensure regular updates on research progress.

**2.2 Comprehensive Report "Enhancing Refugee Integration in Jordan: Insights from ELP Action Research"** integrating the following essential elements:

- **Methodology, including Survey Design and Data Collection:**
  - Description of the survey tool/ focus group questions/participatory methodologies defined based on key dimensions of refugee inclusion.
  - Description of the primary data collection, including key phases and milestones of the beneficiaries' integration progress.
- **Data Analysis and Data-Driven Insights:**
  - Description of analytical methods (e.g., statistical methods, thematic coding, SWOT analysis) used to identify strengths, gaps, and challenges in refugee inclusion within communities.
  - Presentation of data-driven insights on the successes and barriers faced by ELP beneficiaries in integrating into communities.
  - Analysis of survey/focus groups/participatory activities responses to quantify levels of inclusion across identified dimensions and subgroups.
- **Actionable Recommendations:**

- Development of actionable recommendations to address identified gaps and enhance refugee integration efforts.
- Strategies for improving access to education, employment opportunities, healthcare services, and promoting social cohesion among beneficiaries for different categories of actors.
- **Alignment with Local Policies and Stakeholder Capacities:**
  - Assessment of the alignment of recommendations with local policies, frameworks, and stakeholder capacities for realistic implementation.

**Output 3: Development of an Action Plan in collaboration with the Greater Amman Municipality (GAM)/ other municipalities (from one of the 6 governorates mentioned above) to Enhance Refugee Inclusion**

**Objective**

Assess the municipality's current capacity to facilitate the inclusion of Syrian refugees and support the municipality in developing an action plan focused on enhancing services and support mechanisms.

**Methodology**

- Conduct a comprehensive review of the current public services available and accessible to Syrian refugees, along with the support mechanisms provided by the municipality specifically for Syrian refugees.
- Evaluate the effectiveness and coverage of these services across key dimensions identified in previous phases, (such as education, employment, healthcare, and social cohesion).
- Engage with relevant stakeholders within the municipality to gather insights and perspectives on current challenges and opportunities in refugee inclusion.
- Define specific goals and objectives for enhancing refugee inclusion within the municipality's administrative framework.
- Suggest possible synergies with the services offered by other stakeholders identified in the previous actions, especially the mapping, aiming at strengthening service delivery and avoid overlapping.
- Identify activities, resources, and budget allocations required to implement the action plan effectively in strict coordination with the municipality.



- Establish timelines and milestones to measure progress and outcome in strict coordination with the municipality.
- Ensure alignment of the action plan with local policies, frameworks, and stakeholder capacities to facilitate realistic implementation in strict coordination with the municipality.

### **Deliverables**

**“Enhancing Refugee Inclusion in Greater Amman Municipality: Action Plan Synthesis and Strategic Roadmap”** - Comprehensive report synthesizing findings and action planned from the action plan development process, including:

- Analysis of the municipality's capacity in ensuring Syrian refugee inclusion.
- Co-created actionable recommendations derived from the assessment conducted in collaboration with the municipality.
- Policy insights and strategies for enhancing services and support mechanisms, co-developed with the municipality.
- Detailed description and alignment of the action plan with local policies and frameworks, co-drafted with the municipality.
- Budgetary considerations and resource allocation for implementation following extensive consultation with the municipality.
- Description and integration of stakeholder perspectives and feedback into the action plan co-created with the municipality.
- Roadmap for monitoring, evaluation, and adaptive management of the action plan.

### **Output4: Engaging Stakeholders for Inclusive Policy Development**

#### **Objective**

Output 4 aims to facilitate 6 participative policy dialogues with local actors and public services such as the Greater Amman Municipality (GAM) and/or other municipalities/relevant stakeholders to enhance refugee inclusion. These dialogues will serve to complement the insights gathered from Output 1 and 2 through secondary and primary research.

#### **Methodology**

- Dissemination of key findings from both the quali-quantitative research and the action research.
- Discussion on main challenges encountered by Greater Amman municipalities.

- Development and presentation of an action plan based on addressing the identified challenges by the municipality.
- Engagement of public actors, civil society organizations, the private sector, community leaders, refugee representatives, and others in a participatory process to co-create solutions.

## Deliverables

### 4.1 Thematic policy dialogue, organized, facilitated and reported as per the instructions below:

Deliverables	Estimated Duration to Complete	Review and Approvals Required
<b>Deliverable 1:</b> Report of the Quali-quantitative analysis “Bridging Inclusion: A Quali-Quantitative Analysis of Refugee Integration Strategies”.	First Draft: 90 days from the signature of the contract  Final Draft: 120 days from the signature of the contract	Enabel IM and Expert
<b>Deliverable 2.1:</b> Collection and systematization of the primary research data (including detailed agenda, meetings minutes, transcriptions, list of participants, systematisation of the data and key findings)	To be shared annually after the start of the activity (from January 2025)	Enabel IM and Expert
<b>Deliverable 2.2:</b> Report on the findings of the action research “Enhancing Refugee Integration: Insights from ELP Action Research” including data analysis, key findings and actionable recommendations in alignment with Local Policies and Stakeholder Capacities	First draft: end of February 2027  Final Draft: end of May 2027	Enabel IM and Expert
<b>Deliverable 3:</b> “Enhancing Refugee Inclusion in Greater Amman Municipality: Action Plan Synthesis and Strategic Roadmap”	First draft after 240 Days from the contract signature  Final draft after 300 days from contract signature	Enabel IM and Expert
<b>Deliverable 4.1:</b> Organisation of 6 thematic policy dialogue and submission of all the relevant preparation and reporting documents	to be organized periodically between January 2025 and April 2027	Enabel IM and Expert

Deliverables	Estimated Duration to Complete	Review and Approvals Required
<b>Deliverable 4.2: 6</b> Policy briefs (one for each thematic meeting)	To be issued after each policy dialogue	Enabel IM and Expert

- Preparation and approval of agenda for six thematic policy dialogues, to be agreed with Enabel at the beginning of the action and reflecting the key findings and insights from the research and the work with the municipality (output 1, 2 and 3).
- Preparation and implementation of each session shall include preparation of lists of participants, identification of key speakers, preparation/selection of relevant documents to be presented.
- Facilitation and organization of the six policy dialogues, enabling active participation and contribution from all stakeholders.
- Minutes of each policy dialogue session documenting discussions, decisions, and action points for follow-up.

#### 4.2 Policy brief summarizing key discussions, findings, and recommendations from each policy dialogue.

### Qualifications, experience and eligibility of the consultant(s)

The Institutions willing to apply shall include in their offer i) expertise of Firm/Consultant(s) submitting the Proposal ii) the profile of the key personnel that will lead the consultancy iii) methodology and work plan as per instructions.

#### Institutional Requirements and Qualifications

- Proven significant experience (7years) in implementation of development projects and/or in conducting research on refugee socio-economic integration and socio-economic inclusion, human mobility and social protection.
- Proven institutional knowledge in the thematic areas of the assignment such as: refugee integration and socio-economic inclusion, human mobility and social protection.

#### Qualification of key personnel

The Institution will submit a proposal outlining the composition and structure of their team. The requested team should possess robust and demonstrated management and research skills, along with diverse expertise in thematic areas specified by Enabel. **The team composition can be tailored** according to the applicant's discretion, with **one individual capable of fulfilling**

**multiple roles** (e.g., leading both qualitative-quantitative research and action research) and **more than one profile collaborating** in the same output. However, **Enabel will evaluate one expert only for each output**. Each profile will be evaluated based on its alignment with the criteria established for the key expert leading each action.

Enabel identifies 5 key figures that should be part of the team

- Team Leader/project manager
- Lead researcher for Output 1 and Deliverable 1
- Lead researcher for Output 2 and Deliverables 2.1 and 2.2
- Lead expert for Output 3 for and Deliverable 3
- Lead expert for Output 4 and Deliverables 4.1 and 4.2

### **Team Leader/project manager**

#### **Academic Background:**

- Master's degree or higher in Development Studies, International Relations, Public Policy, or a related field with a strong foundation in social sciences.

#### **Experience:**

- Minimum 7 years of experience in managing international development projects, with a focus on refugee integration, socio-economic inclusion, human mobility, and social protection.
- Proven track record in managing research projects and multi-disciplinary teams, demonstrating strong leadership and strategic oversight.
- Extensive experience in coordinating complex initiatives, fostering partnerships with stakeholders, and achieving project objectives effectively.

#### **Competences:**

- **Strong Leadership and Interpersonal Skills:** Demonstrated ability to lead diverse teams, achieve results and monitor progress against milestones, motivate staff, and foster a collaborative work environment.

- **Strategic Thinking and Decision-Making Abilities:** Proven track record in formulating and executing strategic plans, assessing risks, and making informed decisions to achieve project goals.
- **Effective Budget and Resource Management:** Proficiency in managing project budgets, allocating resources efficiently, and optimizing outcomes within financial constraints.
- **Excellent Written and Verbal Communication Skills in English:** Clear and concise communicator with experience in preparing high-quality reports, proposals, and presentations.
- **Established Networks and Strong Relationships:** Extensive professional experience in building networks and established relationships with key stakeholders, including public entities, NGOs, and relevant organizations involved in refugee integration, socio-economic inclusion, human mobility, and social protection in Jordan. Strong ability to facilitate meetings and dialogues among different stakeholders.

#### **Other Competences and Skills:**

- **Problem-Solving and Decision-Making:** Sound judgment and critical thinking skills to address challenges and make informed decisions under pressure.
- **Stakeholder Engagement:** Effective communication and negotiation skills to engage diverse stakeholders and build consensus.
- **Project Management Proficiency, with a focus on Research Projects:** Familiarity with relevant software and tools for data analysis, project management, and reporting.
- **Adaptability and Sensitivity:** Cultural sensitivity with the ability to adapt research and implementation approaches to diverse cultural backgrounds, genders, ages, religions, and nationalities.
- **Adherence to Enabel's mission and values:** including diversity, gender equality, non-discrimination.
- Be free of and committed to avoid or disclose any conflict of interest.

#### **Lead Researcher(s) for Output 1 and Deliverables 1**

#### **Academic Background:**

- Master’s Degree or higher in Development studies, Sociology, Economics, Political Science, or a relevant social science field focusing on migration and refugee studies.

**Experience:**

- Minimum 7 years of experience in conducting research on refugee socio-economic integration, with a strong background in qualitative and quantitative research methodologies.
- Minimum 5 years of experience in designing and implementing research projects related to refugee issues, with a focus on socio-economic inclusion and integration.

**Competences:**

- **Advanced Analytical Skills:** Ability to analyze complex data sets, identify trends, and derive meaningful insights to inform policy and practice.
- **Effective Communication:** Excellent written and verbal communication skills in English and preferably in Arabic, capable of presenting research findings clearly and concisely to diverse audiences.
- **Stakeholder Engagement:** Extensive professional network and established relationships with key stakeholders and organizations involved in Syrian refugee inclusion and socio-economic integration in Jordan.
- **Knowledge of Legal Framework:** Understanding of the legal framework related to Syrian refugees in Jordan, including policies, regulations, and rights of refugees.
- **Policy Analysis:** Ability to translate research findings into actionable policy recommendations and strategies.
- **Leadership in Research:** Demonstrated ability to lead research teams, mentor junior researchers, and collaborate with multidisciplinary teams to achieve research objectives.

**Other Competences and Skills:**

- **Proficiency in Arabic:** Preferable proficiency in Arabic to facilitate communication with stakeholders and access local sources of information.
- **Adaptability and Sensitivity:** Cultural sensitivity with the ability to adapt research approaches to diverse cultural backgrounds, genders, ages, religions, and nationalities.
- **Adherence to Enabel’s mission and values:** including diversity, gender equality, non-discrimination.

- Be free of and committed to avoid or disclose any conflict of interest.

### **Lead Researcher(s) for Output 2 and Deliverables 2.1 and 2.2**

#### **Academic Background:**

- Master's Degree or higher in Development, Sociology, Economics, Political Science, or a relevant social science field focusing on migration and refugee studies.

#### **Experience:**

- Minimum 7 years of experience in conducting research on refugee socio-economic integration, with a strong background in qualitative and mixed methods research methodologies.
- Minimum 5 years of experience in designing and implementing research projects related to refugee issues, with a focus on socio-economic inclusion and integration.
- Strong focus on qualitative data collection and analysis, including community-based and participatory approaches.

#### **Competences:**

- **Advanced Analytical Skills:** Ability to analyse complex data sets, identify trends, and derive meaningful insights to inform policy and practice.
- **Effective Communication:** Excellent written and verbal communication skills in English and preferably in Arabic, capable of presenting research findings clearly and concisely to diverse audiences.
- **Stakeholder Engagement:** Extensive professional network and established relationships with key stakeholders and organizations involved in Syrian refugee inclusion and socio-economic integration in Jordan.
- **Knowledge of Legal Framework:** Understanding of the legal framework related to Syrian refugees in Jordan, including policies, regulations, and rights of refugees.
- **Policy Analysis:** Ability to translate research findings into actionable policy recommendations and strategies.
- **Leadership in Research:** Demonstrated ability to lead research teams, mentor junior researchers, enumerators, community agents and collaborate with multidisciplinary teams to achieve research objectives.

#### **Other Competences and Skills:**

- **Proficiency in Arabic:** Preferable proficiency in Arabic to facilitate communication with stakeholders especially at the community level.
- **Adaptability and Sensitivity:** Cultural sensitivity with the ability to adapt research approaches to diverse cultural backgrounds, genders, ages, religions, and nationalities.
- **Adherence to Enabel's mission and values:** including diversity, gender equality, non-discrimination.
- Be free of and committed to avoid or disclose any conflict of interest.

### **Lead Expert for Output 3 and Deliverable 3**

#### **Academic Background:**

- Master's degree or higher in Law, International Relations, Human Rights, Public Administration, or a relevant field with a focus on socio-economic refugee integration, social policy, or public administration.

#### **Experience:**

- Minimum 7 years of experience in designing and implementing programs related to socio-economic refugee integration, social inclusion, or public administration, preferably in collaboration with municipalities or local government bodies.
- Proven track record of working on projects involving policy analysis, program development, and capacity-building initiatives related to refugee integration in Jordan.
- Experience in facilitating dialogue with and building the capacity of public institutions, as well as in conducting assessments of municipal capacities and developing action plans to enhance services and support mechanisms for refugees.

#### **Competences:**

- **Policy and Program Development:** Expertise in developing and implementing strategies, policies, and action plans aimed at enhancing socio-economic refugee integration and social support mechanisms.
- **Stakeholder Engagement:** Strong ability to collaborate with municipal officials, community leaders, NGOs, and international organizations to facilitate effective partnerships and achieve project objectives.
- **Legal and Regulatory Knowledge:** Understanding of relevant legal frameworks and policies related to refugees, municipal governance, and social services in Jordan.



- **Excellent Communication Skills:** Strong written and verbal communication skills in English and preferably Arabic, with experience in facilitating dialogue among different stakeholders, organizing public events, preparing presentations.

#### **Other Competences and Skills:**

- **Analytical and Critical Skills:** Proficiency in analyzing data and information to translate findings into actionable insights.
- **Strategic and Collaborative Thinking:** Ability to think strategically and provide innovative solutions to complex challenges related to socio-economic refugee integration and public administration and create consensus around them.
- **Cultural Sensitivity and Adaptability:** Ability to work effectively in a multicultural environment, with sensitivity to cultural, gender, and socio-economic considerations.
- **Adherence to Enabel's mission and values:** including diversity, gender equality, non-discrimination.
- Be free of and committed to avoid or disclose any conflict of interest.

#### **Lead Expert for Output 4 and Deliverables 4.1 and 4.2**

##### **Academic Background:**

- Master's degree or higher in Social Sciences, Political Science, Public Policy, International Relations, Development Studies or a related field focusing on refugee studies and policy development.

##### **Experience:**

- Minimum 7 years of experience in facilitating policy dialogues, stakeholder consultations, and participatory processes, preferably in the context of refugee inclusion and local governance.
- Proven track record of engaging with local governments, public services, and community stakeholders to develop inclusive policies and programs.
- Experience in conducting policy analysis, advocacy, and facilitating multi-stakeholder dialogues to address socio-economic challenges and enhance refugee integration.

##### **Competences:**

- **Policy Dialogue Facilitation:** Expertise in designing and facilitating participatory policy dialogues and stakeholder consultations aimed at enhancing refugee inclusion and social cohesion.
- **Stakeholder Engagement:** Strong ability to engage effectively with diverse stakeholders, including governmental agencies, NGOs, community groups, and international organizations in Jordan.
- **Policy Analysis and Advocacy:** Advanced skills in policy analysis, advocacy, and influencing decision-making processes to promote inclusive policies and practices.
- **Excellent Communication Skills:** Strong verbal and written communication skills in English and preferably Arabic, with experience in facilitating dialogue among different stakeholders, organizing public events, preparing presentations and policy briefs.
- **Knowledge of Local Context:** Understanding of the local context in Jordan, particularly related to refugee issues, local governance, and public services.

#### **Other Competences and Skills:**

- **Strategic Planning and consensus building:** Ability to develop strategic approaches and co-create innovative solutions to promote refugee inclusion and enhance community resilience.
- **Cultural Sensitivity and Adaptability:** Ability to work effectively in a multicultural and multi-stakeholder environment, with sensitivity to cultural, gender, and socio-economic considerations.
- **Adherence to Enabel's mission and values:** including diversity, gender equality, non-discrimination.
- Be free of and committed to avoid or disclose any conflict of interest.

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

Bidders are required to submit a comprehensive methodology and work plan that integrates all aspects of the consultancy project across Outputs 1, 2, 3, and 4. The proposal shall demonstrate a clear understanding of the project objectives, innovative approaches to research and evaluation, effective strategies for collaboration with local entities, and facilitation of policy dialogues. The submission shall be thorough, well-structured, and aligned with the goal of enhancing refugee socio-economic integration in Jordan through evidence-based interventions and policy recommendations.

## **1. Methodology:**

- Provide a detailed description of the overall approach for the consultancy, integrating qualitative and quantitative research methodologies, evaluations, action plan development, and policy dialogue facilitation (all outputs).
- Specify methodologies for conducting qualitative and quantitative research, including data collection methods (e.g., surveys, interviews, focus groups), sampling techniques, and sources of data (Output 1).
- Outline the approach for community engagement and evaluating the inclusion of beneficiaries across multiple governorates, including surveys, focus groups, and participatory methods (Output 2).
- Describe methodologies for collaborating with local entities, such as municipalities and community organizations, to develop action plans and strategic roadmaps in a collaborative fashion (Output 3).
- Detail approaches for facilitating participative policy dialogues with local actors and stakeholders, including agenda setting, facilitation techniques, and documentation of dialogue outcomes (Output 4).

## **2. Work Plan:**

- Present a comprehensive timeline for the entire consultancy project, from project initiation to final deliverables and reporting (all outputs).
- Include specific timelines and milestones for each phase of the project, aligned with the objectives and outputs of the consultancy (all outputs).
- Specify key activities, deliverables, and responsible personnel for each phase of the project, ensuring clarity and accountability (all outputs).
- Identify critical checkpoints and review mechanisms to monitor progress, address challenges, and ensure quality assurance throughout the project (all outputs).
- Provide a detailed budget proposal considering the geographic scope, logistical requirements, and timelines for each aspect of the consultancy (all outputs).
- Include strategies for stakeholder engagement, communication, and dissemination of findings and recommendations (all outputs).

- Address any ethical considerations, data privacy measures, and compliance with local regulations and international standards (all outputs).

## 6 Forms

### 6.1 Identification forms

Name of the company, organization or joint venture and legal form			
Nationality of the tenderer and of staff (if different)			
Domicile / registered office <b>complete</b> address	Street name (compulsory)		
	House number (compulsory)		
	Zip code or neighbourhood		
	City or village		
	Country or territory		
Telephone number (with country code)			
National Social Security Office registration number or equivalent			
Enterprise or organization registration number			
Represented by the undersigned	Full Name		
	Title		
Contact person	First and Last Name		
	Title / function		
	Phone		
	E-mail		
If different: Project manager for this contract	Full Name		
	Phone		
	E-mail		
Bank account for payments	IBAN		
	BIC/SWIFT		
	Financial institution		
	Account holder name		

① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.

### 6.1.1 Subcontractors

Name and legal form	Address / Registered office	Object

\* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1.

## 6.2 Tender Forms – prices

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

The unit prices and the global 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.

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

Output <sup>11</sup>	Price (In EUR) without VAT	Details
<b>Output1:</b> Quali-Quantitative Analysis of Refugee Integration Strategies in Jordan		
<b>Output2:</b> Action Research		
<b>Output 3:</b> Development of an Action Plan in collaboration with the Greater Amman Municipality (GAM) / other municipalities to Enhance Refugee Inclusion		
<b>Output4:</b> Engaging Stakeholders for Inclusive Policy Development		

**TOTAL IN EUR ...**

**VAT percentage: .....%.**

**TOTAL AMOUNT WITH VAT : .....**

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

<sup>11</sup> "Enabel reserves the right to select only certain outcomes and associated deliverables at its discretion, subject to the availability of budgetary resources."

In order to correctly compare the tenders, the duly signed information or documents mentioned <<below or under point 'Overview of the documents to be submitted' must be attached to the tender.

In annex ....., the tenderer attaches .....to his tender.

Certified true and sincere,

Handwritten original signature(s):



### 6.3 Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations :

- 1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:
  - 1° involvement in a criminal organisation
  - 2° corruption
  - 3° fraud
  - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
  - 5° money laundering or terrorist financing
  - 6° child labour and other trafficking in human beings
  - 7° employment of foreign citizens under illegal status
  - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
- e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

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

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

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

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

- 8) << If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

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

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

b. Enabel already has said documents.

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

Date

Location

Signature

## 6.4 Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology 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.

§3 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.

Full name:		Place:	
		Date:	
Duly authorised to sign this tender on behalf of:		Signature and stamp:	

## 6.5 Annual turnover

The tenderer must complete the following table of financial data based on his annual accounts.

Financial data	Year 2020 [EUR]	Year 2021 [EUR]	Year 2022 [EUR]
Annual turnover, excluding this public contract <sup>12</sup>			
Current Assets <sup>13</sup>			
Current Liabilities <sup>14</sup>			
Average annual exchange rates	1 ILS = 0.255 EUR	1 ILS = 0.261 EUR	1 ILS 0.283 EUR
	1 USD = 0.879 EUR	1 USD = 0.845 EUR	1 USD = 0.948 EUR

First name:		Place:	
Last name:		Date:	
Duly authorised to sign this tender on behalf of:		Signature and stamp:	

<sup>12</sup> Last accounting year for which the entity's accounts have been closed.

<sup>13</sup> The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

<sup>14</sup> A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

## 6.6 List the references/similar experience

List below the experience under contracts in the role of contractor or subcontractor completed within the last **three years** prior to the applications submission deadline (**2021– present**). Start with the most recent.

Description of the main works performed	Final contract value	Currency	Role contractor/subcontractor	Start date	End date (provisional acceptance)	Contracting authority	Completion certificate attached?

First name:		Place:	
Last name:		Date:	
Duly authorised to sign this tender on behalf of:		Signature and stamp:	

## 7 Checklist of documents to be joined to the tender

Please refer to Section **Error! Reference source not found. - Error! Reference source not found.** for complete instructions on how to fill the forms of the present tender document.

**The tender should be submitted as a hard copy and with a soft copy USB inside.**

The following documents need to be provided as part of the tender:

No.	Forms to be completed and joined	Filled?
1	6.1 - <b>Error! Reference source not found.</b>	
2	6.1.1 -Subcontractors	
3	6.2 <b>Error! Reference source not found.</b>	
4	6.3 <b>Error! Reference source not found.</b>	
5	6.4 - <b>Error! Reference source not found.</b>	
6	6.5 - Annual turnover	
7	6.6 <b>Error! Reference source not found.</b>	
	ESPD form	
Attachments to be joined		Joined ?
9	<b>Error! Reference source not found. - Error! Reference source not found.</b>	
10	<b>Error! Reference source not found. - Error! Reference source not found.</b>	
11	<b>Error! Reference source not found. - Error! Reference source not found.</b>	
12	<b>Error! Reference source not found. - Error! Reference source not found.</b>	
13	<b>Error! Reference source not found. - Error! Reference source not found.</b> for the last 3 years	
14	<b>Error! Reference source not found. - Error! Reference source not found.</b>	
15	<b>Error! Reference source not found. - Error! Reference source not found.</b>	

**The eESPD and any annex(es) (for each participant for tender submitted by a group as well as for the entities, particularly the subcontractors, whose capacity is used for technical and professional capacity criteria)**

**Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.**