



Tender Specifications

Public service procurement contract for the development and implementation of a communication plan for the 'Top-up Brussels Capital' campaign

Negotiated Procedure without Prior Publication

Navision code: BEL22008-10016

Deadline for submission of tenders: January 10, 2025, at 10:00 a.m. (Belgian time).

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1 General provisions

1.1 Derogations from the General Implementing Rules

Chapter ‘*Specific contractual provisions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a complement or an elaboration of the Royal Decree of January 14, 2013, establishing the general rules for the execution of public procurement contracts.

This procurement contract derogates from Article 19 of the Royal Decree of January 14, 2013.

1.2 Contracting authority

The contracting authority of this public procurement 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 the 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 procurement contract, Enabel is represented by Arnaud Programme Manager – Global Projects, and Luc Vanheule, Manager Finance & Contracts, who are mandated to represent the company towards third parties.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 20131;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company2;
- 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.

1.4 Rules governing the procurement contract

All Belgian regulations on procurement contracts can be consulted on <https://bosa.belgium.be/fr/themes/marches-publics/reglementation>.

These policies can be consulted on Enabel’s website via <https://www.enabel.be/content/integrity-desk>:

- Enabel’s Code of Conduct 2019;
- Enabel’s Policy regarding sexual exploitation and abuse – June 2019;
- Enabel’s Policy regarding fraud and corruption risk management – June 2019.

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.
Belgian Official Gazette of 1 July 1999.

1.5 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 procurement 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 seriously. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: [GDPR Privacy notice - Enabel - Belgian Development Agency |](#)

1.6 Deontological obligations

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

1.6.2. For the duration of the procurement 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.

1.6.3. 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.

1.6.4. 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.

1.6.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement 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 agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

1.6.6. The contractor of the procurement contract 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. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

1.7 Applicable law and competent courts

The procurement 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 procurement 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 procurement contract

2.1 Type of procurement contract

This procurement contract is a service procurement contract.

The maximum budget for this procurement contract is €36,000.00 excluding VAT. Bidders are therefore invited to submit a competitive price offer, taking this maximum budget into account when preparing their proposals.

2.2 Subject-matter of the procurement contract

The purpose of this procurement contract is to provide communication support to the Belgian Federal Government and the Government of the Brussels-Capital Region (BCR) as part of their "Team Belgium" approach. This initiative seeks to improve collaboration among Belgian actors involved in climate-related activities, in line with the recommendations from the 2021 evaluation of Belgium's international climate financing.

The contract specifically involves the design and implementation of a communication plan to effectively showcase the activities funded by the BCR in three countries: Mozambique, Palestine, and Rwanda. The selected tenderer will be responsible for ensuring that clear and detailed information about these activities is formulated and widely disseminated.

2.3 Lots

This procurement contract is not divided into lots.

2.4 Term of the procurement contract

The contract runs from the first working day following the notification of the award until the acceptance of the services. The services must be completed within a maximum of 18 months from the contract notification.

2.5 Variants

There are neither required nor permitted variants.

Free variants are not permitted.

2.6 Option

There are neither required nor permitted options.

Free options are not permitted.

3 Award procedure

3.1 Procedure

This procurement contract is awarded by a Negotiated Procedure without Prior Publication, in accordance with Article 42, § 1^{er}, 1^o, b), of the Law of 17 June 2016 provided that the estimated value of the goods does not exceed 143,000.00 EUR excluding VAT over the entire duration of the contract.

3.2 Forum

The awarding of this contract is coordinated by Mr Romain Mercenier, Procurement Officer. For the duration of the procedure, all contacts between the contracting authority and interested economic operators concerning this contract must go exclusively via this person, and the economic operators are prohibited from contacting the contracting authority in any other way in connection with this contract.

Interested economic operators may ask questions concerning the Tender Specifications and the contract up to 5 days before the deadline for the submission of tenders. Questions should be submitted via the "forum" at <https://www.publicprocurement.be/>. The contracting authority will publish the answers on the forum as soon as possible and, at the latest, 3 calendar days before the deadline for submission of tenders. Tenderers are advised to regularly check this forum.

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

The tenderer is to submit his tender after reading and taking into account any corrections made to the tender notice or Tender Specifications that are published on the e-Procurement platform.

In accordance with Article 81 of the Royal Decree of 18 April 2017, if an economic operator finds errors or omissions in the procurement documents, which make it impossible to him to establish prices or make a comparison of tenders ineffective, he will immediately report these in writing to the contracting authority. The latter is in any case notified no later than ten days before the deadline date for the submission of tenders.

3.3 Tender

3.3.1 Data to be included in the tender

The tenderer must use the tender form in annexe. 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 annexe(s) 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.

3.3.2 Period the tender is valid

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

The validity of the tender will be negotiated, if the deadline stated above is overrun.

3.3.3 Determination of prices

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

This contract is a lump-sum contract, meaning that the lump-sum price covers all the services specified in the contract.

Prices are submitted in accordance with Article 32, § 3, of the Royal Decree of April 18, 2017. At the request of the contracting authority, the tenderer shall provide them, prior to the award of the contract, with all the information necessary to verify the prices offered.

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 an on-site audit to check the correctness of the indications supplied.

3.3.3.1 Elements included in the price

The price includes all costs, measures, and charges and taxes inherent to the execution of the public procurement, except for the value-added tax (which is the subject of a specific entry in the price form).

The following are included in the prices (in particular):

- Fees;
- Personnel or material costs and expenses necessary for the execution of the contract;
- Participation in meetings;
- Administrative management and secretarial services;
- Insurance;
- If applicable, measures imposed by legislation concerning the safety and health of workers during the execution of their work;
- Copyright remuneration.

The contracting authority would like to draw the attention of tenderers to the fact that field missions in the three target countries (Palestine, Mozambique and Rwanda) are neither required nor considered necessary. No additional compensation will be provided to the awardee for field visits.

VAT is recorded as a separate item in the inventory.

In the context of the present contract, it should be borne in mind that the recipient of the services is based in Belgium.

The services are therefore subject to:

- Belgian VAT for a Belgian service provider;
- VAT in the service provider's country of origin for an EU service provider;
- Without VAT for non-EU service providers.

It should be borne in mind that Enabel is neither subject to VAT nor identified for VAT

purposes.

Withholding Tax does not apply to this contract (the recipient of the services is based in Belgium).

3.3.4 How to submit tenders?

Tenderers are required to complete the tender forms attached to the Tender Specifications (section 6). In the event of not using this form, they bear full responsibility for ensuring perfect conformity between the documents they have used and said form.

The tenderer may only submit one tender only per procurement contract.

The tenderer may submit his tender via the e-procurement platform (or by email, as detailed below) <https://www.publicprocurement.be/>, which ensures compliance with the conditions of Article 14, § 7, of the Law of June 17, 2016.

To create your account, simply follow the steps below:

1. Register as a new user: https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=6eaa49c91bcd31143ff06421b24bcbc8
2. Register your company: https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010734
3. Regarding the submission instructions, please refer to the following link: https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010799

The tenderer must not individually sign the offer and its annexes at the time they are uploaded to the platform. In accordance with Article 42, § 3, of the Royal Decree of April 18, 2017, **these documents are globally signed by either affixing a qualified electronic signature OR a manual signature on the accompanying submission report.** Tenderers choose between these two signature methods. Additionally, tenderers must attach to their offer the articles of association, the mandate, or any other document demonstrating that the signatory of the submission report is authorized to bind the bidder vis-à-vis third parties.

For the procedure of qualified electronic signature, we invite you to consult the following link: [Entreprises - Signer votre offre/demande de participation \(service-now.com\)](#).

CAUTION

Before submitting their offer, it is advisable for tenderers to test the offer submission procedure via the e-Procurement website.

Further information can be obtained on the site <https://www.publicprocurement.be/> or by calling the e-procurement department helpdesk: +32 (0)2 740 80 00. **Tenders must be in the possession of the contracting authority no later than January 10th, 2025, at 10:00 AM (Belgian time).**

3.3.5 Access of Tenderers

3.3.5.1 Exclusion grounds

The mandatory and optional exclusion grounds are given in attachment to these Tender Specifications.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal

Decree of 18 April 2017.

The contracting authority will verify the exactitude of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

3.3.5.2 Overview of the procedure

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

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

In a second phase, the formally and materially regular tenders will be evaluated as to content. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of the Best and Final Offers (BAFOs). Once negotiations have closed, the BAFOs will be compared with the exclusion, selection and award criteria. The tenderer who's regular BAFO is the best value for money will be appointed the contractor for this procurement contract.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

3.3.5.3 Additional information regarding exclusion grounds

The mandatory and optional grounds for exclusion are detailed in the declaration of honor related to the "Know Your Counterparty Policy."

The contracting authority is required to verify the absence of grounds for exclusion based on the following documents:

- 1) An extract from the criminal record (or any equivalent document) issued in the name of the tenderer (legal entity) or its representative(s) (natural person) proving that no criminal records exist;
- 2) The document certifying that the tenderer is compliant with the payment of levies and taxes (including the unified social contribution);

- 3) The document certifying that the tenderer is not in a state of bankruptcy, liquidation, cessation of business or judicial reorganization.

These documents do not need to be attached to the offer as the declaration of honor is accepted by the contracting authority as prima facie evidence in place of these documents. The contracting authority will subsequently verify the accuracy of the information contained in this document.

However, for documents that are not accessible through a free national database in a member state of the European Union, the tenderer must be able to provide proof within 5 business days following the contracting authority's request.

Therefore, it is highly recommended that tenderers do not wait for the contracting authority's request and promptly seek the necessary documents from the competent authorities in the country where they are established. Indeed, the processing times for obtaining certain documents can be lengthy.

3.3.6 Award criteria

The contracting authority will choose the regular offer that it finds to be most advantageous, taking account of the following criteria:

First criterion: the methodology (40 points)

The tenderer must include a technical note (maximum of five pages) comprising:

- Overall Response (1 page): Demonstrating an understanding of and responsiveness to Enabel's requirements, as well as a clear grasp of the scope, objectives, and the completeness of the response;
- Proposed Methodology and Approach (maximum 4 pages): A concise description of the approach to meet Enabel's requirements. The methodology will be evaluated based on its quality, planning, and risk assessment;
- Proposed Payment Schedule : payments will be made in installments (progress payments) as follows: First Installment: Submission of the Communication Plan (20%) ; Further Installments: Dates and amounts to be defined in the proposed methodology; Final Report: (10%). Please note that invoices can only be submitted, and payments will only be made after the services have been verified and accepted by Enabel.

The contracting authority will assess and score the offer based on the following criteria:

- Understanding of the mission and proposed activity planning (10 points);
- Technical products proposed to enhance communication (25 points);
- Risk assessment related to the mission (5 points);

Second criterion: the quality of the expertise (20 points)

First sub-criterion - The quality of the lead consultant's expertise (15 points)

The tenderer may submit their offer individually (as a sole consultant) or as part of a team. When the offer is submitted by a team, the tenderer must designate the individual consultant who will serve as the lead for the execution of the mission and will perform the key tasks outlined in the contract.

The tenderer must include the CV of the lead consultant in their offer.

The offers will be evaluated based on the lead consultant's experience in the following areas:

- Experience in communication work, preferably in the international development sector;
- Experience in content creation;
- Experience in developing communication strategies;
- Skills and Knowledge:
 - Understanding of the international development sector;
 - Proficiency in IT tools (Word, Excel, PowerPoint, collaborative working tools, photo and video editing software such as Adobe and Canva);
 - Knowledge of the latest media technologies (internet and social media);
 - Graphic design skills;
 - Creative mindset;
 - Proactive and results-oriented approach;
 - Communication skills (both oral and written);
- Language: mastering of French and/or Dutch is considered as an asset.

The tenderer is permitted to leverage the expertise of a local network and to subcontract certain tasks. However, in such cases, the same quality guarantees will be required for the services provided by the subcontractors.

Second sub-criterion - The quality of the tenderer's references (5 points)

The tenderer attaches to their offer a list of similar services performed and completed within the last three years. This list includes details such as amounts, dates, and recipients.

The contracting authority will analyze the quality and relevance of these references. The services are considered similar if they focus on one of the following aspects:

- Developing a communication plan aimed at enhancing the visibility of a program;
- Supporting the implementation of actions to improve the visibility of a similar program.

Third criterion: the price (40 points)

Tenderers will be evaluated based on the lump-sum price proposed.

The tender with the lowest lump-sum price will receive the maximum score of 40 points.

For the other tenders, the "price" criterion will be evaluated based on the following proportionality rule:

$$A_t = \frac{P_{lowest}}{P_t} \times 40$$

Where:

A_t = the number of points obtained by the tender under consideration;

P_{lowest} = the price of the lowest regular tender;

P_t = the price of the tender under consideration.

3.3.6.1 Final score

The procurement 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.

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 procurement contract.

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

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 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as complement of an elaboration of the 'General Implementing Rules for public procurement contracts and for public works concessions' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR'. 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 Specifications derogate from article 19 of the General Implementing Rules – GIR established in the Royal Decree of 14.01.2013.

4.1 Managing official (Art. 11)

The managing official is Mr. Jean-François Michel, Intervention Manager of Global Projects, jean-francois.michel@enabel.be.

Once the procurement 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 procurement 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 procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement 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 procurement 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)

4.2.1 General Provisions

Unless expressly agreed in advance by the contracting authority (see point 4.2.2 below), the service provider may not assign all or part of the mission described in these tender specifications document to a subcontractor other than the one specified in their offer.

When all or part of the services is entrusted to one or more subcontractors, the contractor remains solely responsible to the contracting authority in all cases.

The contractor is responsible for the management, coordination, and covers the cost of their fees as well as any related expenses.

The contractor must provide the contracting authority with the following information, at the latest by the start of contract execution: the name, contact details, and legal representatives of all subcontractors, regardless of their role or position in the subcontracting chain. The contractor is required to promptly inform the contracting authority of any changes to this information throughout the contract duration, as well as provide details about any new subcontractors who may be involved subsequently in the services.

A subcontractor is prohibited from subcontracting the entirety of the services entrusted to them to another subcontractor.

In addition, the contractor must ensure that they and their subcontractors 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 (General Data Protection Regulation, GDPR). The contracting authority reserves the right to conduct an audit of the data processing activities to verify compliance with this regulation.

4.2.2 Replacement of a Consultant

The contractor may propose the replacement of a consultant, subject to the following conditions and procedures:

The contractor must submit the Curriculum Vitae of the proposed expert to the contract manager, along with a statement of the expert's agreement to provide services on behalf of the economic operator in question.

The proposed consultant must meet the requirements outlined in Section 5 of this special specifications document (Terms of Reference).

The replacement will only be accepted if the new consultant meets these conditions.

The contracting authority reserves the right to accept or reject the proposed replacement consultant, even if they meet the above conditions.

In the event of non-acceptance of the new consultant, the contractor may either retain one of the initially proposed consultants or propose a new profile.

4.3 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this procurement 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 procurement contract. Confidential information covers the very existence of this procurement contract, without this list being limited.

4.4 Protection of personal data

4.4.1 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 procurement 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 the procurement 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 procurement contract.

For the performance of the procurement 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 agrees, by submitting its tender, to comply with the obligations further detailed in Annex 5.4.

4.4.2 Processing of personal data by a controller (recipient)

During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

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

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

4.5 Intellectual Property Rights (Art. 19 à 23)

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

The contractor agrees to transfer to the contracting authority all economic rights related to copyright on all works covered by the contract (including texts, documents, graphics attached or incorporated into the contract, all preparatory works, etc.) created by them or their team. If the works are created by third parties, the contractor guarantees that they have acquired all exclusive rights and can transfer them to the contracting authority.

The costs for the transfer of these rights for all modes and forms of exploitation are fully included in the contract prices.

The service provider cannot claim any special compensation, damages, or indemnity for the use, in the context of the execution of this contract, of patents, licenses, copyrights, etc., for which it is assumed that they have taken into account the resulting costs when preparing their offer.

It is further specified that the contracting authority is in no way obliged to pay anything to a third-party holder (and/or operator) of a patent, license, etc., used for the execution of this contract. The selected service provider is solely responsible for their own execution processes, even if the requirements of this contract indirectly indicate that the use of a patent, license, etc., is necessary for the proper execution of the services covered by this special specification.

In summary, patent rights, licenses, royalties, copyrights, or miscellaneous fees are the responsibility of the contractor, who remains solely liable in the event of any claims.

4.6 Performance bond (Art. 25 to 33)

For this procurement contract no performance bond is required.

4.7 Conformity of performance (Art. 34)

The works, supplies and 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 Changes to the procurement contract (Art. 37 to 38/19)

According to Articles 38 and subsequent provisions of the Royal Decree of January 14, 2013, procurement contracts cannot be modified without initiating a new procurement procedure, except in cases outlined in Articles 38/1 (additional services), 38/2 (unforeseeable circumstances involving the contracting authority), 38/3 (contractor replacement), 38/4 (minor modifications), and 38/5 and 38/6 (non-substantial modifications).

Furthermore, these Tender Specifications includes the following re-examination clauses:

1. Impositions affecting the contract amount (art. 38/8);
2. Unforeseeable circumstances detrimental to the contractor (art. 38/9);
3. Unforeseeable circumstances favourable to the contractor (art. 38/10);
4. Acts of the contracting authority and the awardee (art. 38/11);
5. Compensation for suspensions ordered by the contracting authority and incidents during the procedure (art. 38/12).

4.9 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.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be 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 procurement contract and/or the exclusion of procurement contracts of the contracting authority for a determined duration.

4.10 End of the procurement contract

4.10.1 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 verifications, 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.

4.10.2 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:

Enabel, the Belgian development agency

To the attention of Mrs. Jean-François Michel, Project Manager - Global Projects (jean-francois.michel@enabel.be) and mailbox.accounting@enabel.be.

Rue Haute 147

1000 Brussels

Belgium

Only services that have been performed correctly may be invoiced.

Payments will be made in installments (progress payments) as follows: First Installment: Submission of the Communication Plan (20%); Further Installments: Dates and amounts to be defined in the proposed methodology; Final Report: (10%). Please note that invoices can only be submitted, and payments will only be made after the services have been verified and accepted by Enabel.

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.

In order for Enabel to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.

4.11 Litigation (Art. 73)

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

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

Enabel, public-law company
Global Procurement Services
To the attention of Mrs Inge Janssens
rue Haute 147
1000 Brussels
Belgium

5 Terms of references

5.1 General information

The Belgian federal government and the government of the Brussels-Capital Region (BCR) have decided to implement a "Team Belgium" approach to strengthen the synergy between Belgian players in climate-related actions (in line with the recommendations of the 2021 evaluation of Belgium's international climate financing).

Among the projects currently being awarded by the federal government, the BCR's climate financing complements the investments planned under the 3 projects below focusing on the dimension linked to the fight against climate change.

- Mozambique cooperation portfolio 2022-2026.
- Palestine cooperation portfolio 2022-2026.
- Rwanda country programme 2019-2024 and 2024-2029.

The collaboration between Enabel and RBC is based on the following principles:

- Complementing regional initiatives to **reduce greenhouse gas emissions**,
- Respecting the environmental and socio-economic criteria of sustainable development,
- Aligning with and contributing to the **climate objectives of the partner countries concerned**,
- Working with national and local authorities and **strengthening their climate mandate**,
- Contributing to **reducing climate risks** by strengthening the **resilience** of the most vulnerable **populations**, in particular women and young people,
- Integrating aspects of infrastructure governance through social engineering aimed at placing citizens at the heart of the management system and strengthening public services at local level,
- Seeking synergies with actions implemented by Enabel, the BCR and other development partners in the above-mentioned countries,
- Making an **innovative contribution** to meeting climate challenges by focusing on adaptation, while promoting the development of renewable energies and energy efficiency.

5.2 Description of the services

5.2.1 General objectives

Designing and implementing a realistic communication plan for the activities carried out in the 3 countries referred above (Mozambique, Palestine and Rwanda).

The following principles apply:

- 1) The plan should address the strategic objectives of visibility and the promotion of results and activities to the public. The aim is to ensure that the BCR's international funding is globally visible in Belgium.
- 2) Provide support (presentation of cross-cutting communication, drafting of ToRs for designing of adapted communication plans in the three target countries, services, advice and quality support) to Enabel communication experts located at Enabel's national offices (Mozambique, Palestine and Rwanda) to collect high-quality visual material.

5.2.2 Specific objectives

This consultancy will provide communications support to help formulate and disseminate more and better information on the activities implemented through the BCR's funding.

5.2.3 Activities proposed

Under the general supervision of Enabel (Global Projects), the consultant will carry out the following tasks:

- 1) Design of a communication plan to create a common identity for the programme in the 3 countries:
 - Draw up a communication plan focusing on the programme's strategic objectives, expected results and activities;
 - The plan will contain proposals for the approach, the most appropriate communication media (including infographics) and a timetable of activities identifying the highlights and opportunities for communication. If multiple activities are identified, budgeted action sheets for each of the events requiring support in terms of visibility will be developed and prioritised.
- 2) Supporting of the communication plan to promote the programme - Adviser of Enabel's country teams:
 - Contribute to the preparation of the terms of reference for service providers whose services will be called upon temporarily to implement the communication plan and provide cross-cutting products for the activities in the 3 countries;
 - Ensure a monitoring and quality control of the work carried out by the service providers and
 - Finalise the transversal communication product for national distribution of a cross-disciplinary product in Belgium in French and Dutch.
- 3) Support in the distribution of communication products in French and Dutch (support to Brussels team):
 - With the support of Enabel, the BCR and Bruxelles Environnement/Leefmilieu Brussel:
 - Periodically take stock of public events where the distribution of communication tools would be relevant;
 - Identify journalists and media outlets capable of promoting and disseminating information about the programme as widely as possible;
 - Supporting the advocacy, mobilisation and communication strategy for events and providing support for contact, registration or participation in identified events;
 - Write (short) articles accompanied by photographs or videos on the programme's activities and results;
 - Ensure that information is disseminated on an ongoing basis to increase the range of people likely to be aware of the programme's objectives.

Articles and events will be the subject of separate order forms.

- The number of events will be a minimum of **2** during the implementation period.
- There will be a minimum of **2** articles during the implementation period.

5.2.4 Expected outcomes

A clear communication plan to promote our “client” RBC using the activities implemented by the projects in the 3 countries. It would be a specific activity of the project to raise awareness and “capacity building” on what can be done to fight against climate change.

The plan (English) must:

- present the planned approach and strategy;
- recommend and identify the use of relevant media;
- propose a timetable identifying the key events to enhance visibility and the stages involved in implementing the communication plan;
- propose a realistic budget for each communication action requiring funding.

The communication plan implementation must show communication and visibility activities implemented as per agreed in the communication plan.

5.3 Minimum Requirements – Lead Consultant Profile

The lead consultant must meet the following requirements:

- Category and Duration of Equivalent Experience Required: 3-5 years of professional experience;
- Academic Background: Master's degree;
- An excellent command of English, both written and spoken, is required.

5.4 Place and duration

- Start-up Period

A preparatory period of a maximum of 2 months is required after signing the contract before the start of activities.

- Implementation Period

The various activities will commence after the preparatory period, with the implementation period having a maximum duration of 13 months.

- Final Report

The final report must be submitted no later than 3 months after the end of the implementation period.

All services must be completed within a maximum of 18 months from the contract notification.

- Location(s) of service delivery

Most of the work will be home-based with missions in Brussels.

Missions in the three target countries are neither required nor considered necessary, and no additional compensation will be provided to the awardee for field visits to these countries.

Address of our national offices:

Palestine: 5 Baibars Street, Sheikh Jarrah - PO box 38402 – 91190 Jerusalem

Mozambique: Avenida Kenneth Kaunda 762 - Maputo

5.5 Reports

- The inception period report should present at least:
 - The communication plan.
Challenges and bottlenecks identified.
- The content of the final report will be discussed during the start-up phase. It should present at least:
 - The communication initiatives undertaken to ensure the visibility of the programme and its partners;
 - Challenges and bottlenecks encountered, good practices and lessons learned;
 - An analysis of media coverage of the programme;
- Language: all documents will be delivered in English;
- Calendar for submitting the provisional report and the comments:
 - The inception report will be presented no later than 2 months after the signature of the contract;
 - The final report will be presented no later than 3 months after the end of the implementation period.
- 5 digital copies of the report in both Word and PDF format.

6 Forms

6.1 Identification forms

Private/public law body with legal form

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM	
OFFICIAL NAME	
ABBREVIATION	
BUSINESS NAME (if different)	
LEGAL FORM ORGANISATION TYPE (FOR PROFIT OR NOT FOR PROFIT, NGO)	
MAIN REGISTRATION NUMBER /SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN REGISTRATION CITY COUNTRY	
DATE OF MAIN REGISTRATION: DD/MM/YYYY	
VAT NUMBER	
ADRESS HEAD OFFICE POSTCODE, P.O. BOX CITY COUNTRY	
CONTACT PERSON PHONE EMAIL	
DATE	SIGNATURE OF AUTHORIZED REPRESENTATIVE

Subcontractors

Name and legal form	Address / Registered office	Subject-matter

6.2 Tender Form – price

By submitting this tender, the tenderer commits to performing this procurement 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.

All services covered by the contract, further elaborated in Article 2.4, are included in the price schedule. No additional payment will therefore be made by the contracting authority. The price includes all costs, measures, and charges inherent to the execution of the public procurement.

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 procurement contract in accordance with the provisions of the Tender Specifications for the following lump-sum price, given in euros and exclusive of VAT and VAT included :

EUR Exclusive of VAT

EUR..... VAT included

VAT percentage:%.

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.

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 attachesto 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 is not in any of the following cases of exclusion:

1. The tenderer nor any of his directors was found guilty following **an indefeasible judgement** for one of the following offences:
 - 1° involvement in a **criminal organisation**
 - 2° **corruption**
 - 3° **fraud**
 - 4° **terrorist offence**, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° **money laundering** or **financing of terrorism**
 - 6° **child labour** and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creation of a shell company.

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement (or the end of the offence for 7°).

2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions**, i.e. Late payment for an amount in excess of EUR 3 000, except if the tenderer 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 tenderer 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. The tenderer or one of his directors has committed **serious professional misconduct which calls into question their integrity.**

The following are considered serious professional misconduct, among others:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
https://www.enabel.be/app/uploads/2022/11/Exploitation_Abus_Sexuel_-_Policy_FR.pdf
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
https://www.enabel.be/app/uploads/2022/11/Fraude_Corruption_Policy_FR.pdf
- c. A breach of a legal regulatory provision applicable in the country of performance of the services regarding au sexual harassment on the work floor;
- d. The tenderer 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 tenderer has committed acts, entered into agreements, or entered into arrangements to distort competition.
The presence of this tenderer 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 tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a past contract concluded with Enabel or another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

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

7. The tenderer or one of his directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions – consolidated list:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorierie/services-et-activit%C3%A9s-0

I have / we have read and understood the articles about deontology of this procurement contract (see 1.6) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

Date

Place

Signature

6.4 GDPR clauses

Obligations of the contractor ('subcontractor or processor') vis-à-vis the contracting authority ('personal data controller')
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The subcontractor undertakes to:

1. Process the personal data **only for the purpose(s)** stipulated in the contract;
2. Process the personal data **only on documented instructions** from the controller mentioned in attachment to this contract. Where the subcontractor considers an instruction constitutes a violation of European regulations in relation to data protection or any other legal Union or Member State provision in relation to data protection, he shall immediately notify the controller thereof. Furthermore, where the subcontractor is to proceed to the transfer of personal data to a third country or an international organisation in accordance with Union or Member State law to which he is subject, in such a case, he shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interests.
3. **Ensure the confidentiality** of the personal data processed under the framework of this contract.
4. Ensure that **persons authorised to process the personal data** pursuant to this contract:
 - have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - obtain necessary training in personal data protection;
5. regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.

6. Subcontracting

The subcontractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the controller in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The controller disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subcontracting may only be carried out if the controller has not voiced any objection during said period.

The subsequent subcontractor is to respect the obligations of this contract for the account of and following the instructions of the controller. The initial subcontractor must ensure that the subsequent subcontractor provides the same data protection guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the European Data Protection Regulation. Where the subsequent subcontractor fails to fulfil his data protection obligations, the initial subcontractor shall remain fully liable to the controller for the performance of that other subcontractor's obligations.

7. Information rights of data subjects

When collecting data, the subcontractor is required to inform data subjects about the data processing which will be carried out. The formulation and format of this notification must be agreed with the controller prior to data collection.

8. Data subjects exercising their rights

Where possible, the subcontractor shall assist the controller to fulfil his obligation in responding to data subject rights requests: right to access, to change, right to erasure ('right to oblivion') and opposition, right to limit processing, right to transfer data, right not to be subject to an automated individual decision (such as profiling).

The subcontractor must respond, in the name and on behalf of the controller and within the terms set by the European Data Protection Regulation, to any requests of persons concerned exercising their rights where it pertains to data that are the subject-matter of subcontracting under this contract.

9. Notification of personal data breaches

The subcontractor shall notify the controller of any personal data breach not later than [...] hours after becoming aware of it by means of [...]. This notification shall be accompanied by all useful documentation allowing the controller, where needed, to notify this breach to the competent supervisory authority.

The notification shall at least:

- describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

10. Assistance of the subcontractor in ensuring compliance by the controller of his obligations.

The subcontractor shall assist the controller in carrying out data protection impact assessments. The subcontractor assists the controller with the prior consultation of the supervisory authority.

11. Security measures

The subcontractor undertakes to implement the following security measures: [...]

12. Processing of data

The subcontractor undertakes upon completing data processing service delivery to:

- erasing all personal data, or
- sending back all personal data to the controller, or
- forwarding the personal data to the subcontractor designated by the controller. Such dispatch is accompanied by the erasure of all existing copies in the data systems of the subcontractor.

After erasure, the subcontractor shall substantiate the erasure in writing.

13. Data Protection Officer

The subcontractor shall communicate to the controller the name and contact details of his Data Protection Officer, if he has designated one in accordance to Article 37 of the European Data Protection Regulation.

14. Register of categories of processing activities

The subcontractor declares keeping written records of all categories of processing activities carried out on behalf of the controller, including:

- The name and contact details of the controller on behalf of whom he operates, of any subcontractors, and where applicable, of the Data Protection Officer.
- The categories of processing carried out on behalf of the controller;
- Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the European Data Protection Regulation, the documentation of suitable safeguards;

Where possible, a general description of the technical and organisational security measures, including inter alia as appropriate: The pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

15. Documentation

The subcontractor makes available to the controller all information necessary to demonstrate compliance with his obligations laid and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

6.5 Overview of the documents to be submitted – to be completed exhaustively

1. Forms:

- a) Identification forms (Section 6.1);**
- b) Tender form – price (Section 6.2);**

2. Declaration on honour – exclusion criteria (Section 6.3);

3. Documents allowing the analysis of the award criteria (Section 3.3.6), namely:

- a) The methodological note;**
- b) The CV of the lead consultant;**
- c) The list of references.**

4. Recent criminal record excerpt (dated within the last 3 months).