



Tender Specifications

Services procurement contract for “Interim Project Manager’, Maternity Leave Cover for Project Manager Skills, Employment and Entrepreneurship”

External Reference#: PSE22006-10004

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1 General provisions

1.1 Derogations from the General Implementing Rules

Chapter ‘*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 procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These Tender Specifications derogate from Article(s) 25§2 and 26 of the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

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 Ms. Christelle Jocquet, Country Director of Enabel in Palestine.

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.

The following initiatives are also guiding Enabel in its operations: We mention 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, 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;

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.

² Belgian Official Gazette of 1 July 1999.

³ 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 Organisation⁴ 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 in Paris, 12 December 2015;
- The first Management Contract concluded between 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 procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁷;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on 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.

⁴ <http://www.ilo.org/ilolex/french/convdsp1.htm>.

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

All Belgian regulations on public contracts can be consulted on 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 procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

The tender: Commitment of the tenderer to perform the procurement 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 procurement 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 14.01.2013 establishing the General Implementing Rules for public procurement contracts 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;

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 procurement contract or performance of a procurement 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

1.7.1. 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 contracts for Enabel.

1.7.2. 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.

1.7.3. 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 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.

1.7.6. 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.

1.7.7. 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 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 services procurement contract.

2.2 Subject-matter of the procurement contract

This services procurement contract consists in the performance of **consultancy “Interim Project Manager’, Maternity Leave Cover for Project Manager Skills, Employment and Entrepreneurship”**, in conformity with the conditions of these Tender Specifications.

2.3 Lots⁹

The procurement contract has no lots.

2.4 Items

The procurement contract consists of the following items:

(See also the TOR in section 5)

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

2.5 Term of the procurement contract¹⁰

The procurement contract starts upon award notification and ends upon the final acceptance.

2.6 Variants

Variants are not permitted.

2.7 Options

Options are not permitted.

2.8 Quantity

Quantities will be determined in order forms.

⁹ For contracts of an amount equal to or greater than € 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.

¹⁰ Please note: term of the procurement contract not to be confused with performance period.

3 Subject-matter and scope of the procurement contract

3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

3.2 Semi-official notification

3.2.1 Enabel publication

This procurement contract is published on the Enabel website (www.enabel.be) from **December 04, 2024, till January 01st, 2025.**

Interviews are scheduled to take place on **January 8 and 9, 2025.** Tenderers will be notified in advance of their scheduled interview times.

3.3 Information

The awarding of this procurement contract is coordinated by Ms. Karmel Al Salqan. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement 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 **December 15, 2024** inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to Ms. Karmel Al Salqan (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 **December 18, 2024.**

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:

- www.enabel.be

The tenderer is supposed 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 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 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.

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

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

3.4.3.1 Elements included in the price

The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

3.4.4 How to submit tenders?

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

The tenderer submits the tender as follows:

- A complete tender with verified “digital” signature, will be submitted via email to Ms. Karmel Al Salqan (Karmel.alsalqan@enabel.be). Moreover, the tenderer must include the copies requested by the tender guidelines to the tender (see Part 6). The email subject line should be formatted as follows:

“‘Interim Project Manager’, Maternity Leave Cover for Project Manager Skills, Employment and Entrepreneurship”, PSE22006-10004.

- The tender must be received before **January 01st, 2025 before 04:00 PM** at the following address:

Only online via email to Ms. Karmel Al Salqan (Karmel.alsalqan@enabel.be) with verified “digital” signature on all requested documents.

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted¹¹.

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, a tender that is modified or withdrawn after the signing of the submission report means that a new submission report, signed in accordance with paragraph 1, must be sent.

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

The withdrawal must be pure and simple.

When the submission report drawn up following the modifications or withdrawal set out in clause 1 does not bear the signature referred to in paragraph 1, the modification or withdrawal is automatically deemed null and void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.6 Selection of tenderers

3.4.6.1 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.

3.4.6.2 Selection criteria

Moreover, by means of the documents requested in the 'Selection file', 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 procurement contract.

3.4.6.3 Overview of the procedure

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

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 by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. Maximum 5 tenderers may be included in the shortlist.

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 any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.

3.4.6.4 Award criteria

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

- Award on the basis of best value for money, which is evaluated in the light of the price or cost and criteria related to quality and environmental and/or social factors:
 - Technical value: 70%

The criteria	Points
• Qualifications and Experience	50%
• Interviews	20%

Tenderers whose technical score is higher than 50/70 qualify for the financial evaluation.

- Price 30%

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

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

3.4.6.5 Final score

The scores for the award criteria will be added up. 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.

3.4.6.6 Awarding the procurement contract

The procurement contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

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.

The contracting authority maintains the right to award only a certain lot or certain lots.

3.4.7 Concluding the procurement contract

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the procurement 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 agreement consists of a procurement 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.

2 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation 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', 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 Specifications derogate from Article(s) 25-33 and of the GIR.

2.1 Managing official (Art. 11)

The managing official is **Ms. Christelle Jocquet**, Country Director of Enabel, e-mail: **christelle.jocquet@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.

2.2 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 commits to having the procurement 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 procurement contract. Any replacements must be approved by the contracting authority.

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.

2.3 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.

2.4 Protection of personal data

2.4.1 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.

2.4.2 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.

2.5 Intellectual property (Art. 19 to 23)

The contracting authority does not acquire the intellectual property rights created, developed or used during performance of the procurement contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement 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 procurement 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.

2.6 Performance bond (Art. 25 to 33)

For this procurement contract no performance bond is required.

2.7 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.

2.8 Changes to the procurement contract (Art. 37 to 38/19)

2.8.1 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 procurement 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 supplies and services already performed, 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 procurement contract.

2.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

2.8.3 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 procurement 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 time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due 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 procurement contract.

2.8.4 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 procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

2.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the assignment to 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...).

2.10 Performance modalities (Art. 146 et seq.)

2.10.1 Deadlines and terms (Art. 147)

The services must be performed between 20th January 2025 and 15th August 2025 with exactly 120 working days, 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 will ask for an extended 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.

The services must be performed within a period that is to be expressed in calendar days, which the tenderer shall mention in his tender. This period starts as from the day following the date on which the service provider received the contract conclusion notification letter. Since the

performance period is an award criterion, not including it in the tender will bring about the substantial irregularity of the tender. All days are indistinguishably included in the period.

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 delivery 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 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 anymore 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.

2.10.2 Place where the services must be performed and formalities (Art. 149)

The services will be performed at the following address: The main location of the service provided will be West Bank (including East-Jerusalem).

2.11 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.

2.12 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.

2.13 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.

2.14 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 procurement 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 procurement 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 procurement contract and/or the exclusion of procurement contracts of the contracting authority for a determined duration.

2.14.1 Failure of performance (Art. 44)

§1 The contractor is considered to be in failure of performance under the procurement 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 are given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the procurement 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.

2.14.2 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 term without the issuing of a report and they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

2.14.3 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 found.

§2 The measures as of right are:

1° Unilateral termination of the procurement 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 procurement contract;

3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement 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 procurement contract will be borne by the new contractor.

2.15 End of the procurement contract

2.15.1 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 verifications, technical acceptance and prescribed tests.

According to the situation, provisional acceptance is provided upon the completion of service delivery of the procurement contract and, on expiry of a warranty period, final acceptance is provided marking full completion of the procurement contract.

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.

2.15.2 Acceptance costs

Enabel will cover the costs associated with each mission in Palestine, which include the following:

- Round-trip flight expenses

- Accommodation
- Work-related transportation costs.
- Insurance coverage during mission in Palestine

Note that no additional per diem will be paid during the field missions.

2.15.3 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:

Ms. Christelle Jocquet, Country Director of Enabel, e-mail: christelle.jocquet@enabel.be

Enabel (Belgian Development Agency)

Royal Center Building, 7th Floor, Al Balou', Mecca Street, Ramallah - Al Bireh

The head of invoice shall mention:

- **Enabel Project: Pathways to Employment in Palestine (PEP) and Youth Economic Empowerment in Palestine (YEP)**
- **The reference of the tender documents: PSE22006-10004**

Only services that have 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 and any other documents that may be required.

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.

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

Payments will be made after submission of invoice/payment request, Bi-monthly timesheets, and approval by the Ms. Christelle Jocquet, Country Director of Enabel in Palestine as follows:

- The first payment will be made upon the submission and approval of January and February timesheets, invoice, or payment request. Five (5) percent of the value of this payment will be retained.
- The second payment will be made upon the submission and approval of March and April timesheets, invoice, or payment request. Five (5) percent of the value of this payment will be retained.
- The third payment will be made upon the submission and approval of May and June timesheets, invoice, or payment request. Five (5) percent of the value of this payment will be retained.
- The final payment will be made upon the submission and approval of July and August timesheets, invoice, or payment request, as well as the complete submission of all deliverables for the assignment.

Note that **Five (5)** percent of the value of each eligible payment will be **retained** by the Contracting Authority. This retention will be released by the Contracting Authority upon the approval of the final acceptance of the contractor.

2.16 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.

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 procurement 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 Mrs Inge Janssens

rue Haute 147

1000 Brussels

Belgium

3 Terms of Reference

3.1 Intervention form

3.1.1 First Project

Intervention name	Pathways to Employment in Palestine (PEP) as Specific Objective 3 of the Cooperation Portfolio Palestine (pillar 1)
Intervention Code	PSE22003
Location	Palestine: West Bank including East Jerusalem and Gaza Strip
Partner Institutions	Institutional Partners: National TVET Commission, Ministry of Labour, Ministry of Education and Higher Education. Implementing Partners: Palestinian Employment Fund, NGOs, Civil Society Organisations (CSOs), Business Development Service providers, Vocational Training Centres (VTCs)
Duration	2022-2026
Target groups	Direct beneficiaries: Palestinian youth between 18 and 29, with a focus on vulnerable youth, including women, from disadvantaged areas.
Impact ¹²	Young people in Palestine develop into active and critical citizens, ready for local and global challenges through improved education, training, guidance and access to employment
Outcome	More young women and men in Palestine are employed in decent work conditions or have their own income-generating business
Outputs	<ol style="list-style-type: none"> 1. Increased access to Skills Development through investing in and upgrading TVET infrastructure 2. The employability of young women and men is improved through support to equitable access to quality and demand-driven skills development 3. Employment opportunities for young women and men are increased through entrepreneurship promotion and business development support

3.1.2 Second Project

Intervention name	“Youth Economic Empowerment in Palestine (YEP)” as part of the EU-funded Youth Empowerment Program
Intervention Code	PSE21002
Location	Palestine: West Bank (including East-Jerusalem)
Partner Institutions	Institutional partners: Ministry of Labour, National TVET Commission, Ministry of Education and Higher Education Implementing partners: Palestinian Employment Fund (PEF), Private Sector Umbrella Organizations (PSUOs),

¹² Impact is a synonym for global objective, Outcome is a synonym for specific objective, output is a synonym for result

	NGOs, Civil Society Organisations (CSOs), Business Development Service providers, Vocational Training Centres (VTCs)
Duration	2022-2025
Target groups	Youth between 15-29 years, including vulnerable youth and young women
Impact ¹³	Enhance Palestinian young people's employability and economic empowerment
Outcome	Young women and men are better equipped to access inclusive and decent employment opportunities
Outputs	Result 1: A model First Employment Facility is developed and accessible to young women and men graduates Result 2: Young women and men are equipped with demand-driven, quality skills Result 3: Vulnerable young women and men are supported to develop micro- or small businesses that are relevant to their local economies

¹³ Impact is a synonym for global objective, Outcome is a synonym for specific objective, output is a synonym for result

3.2 Project background

Two projects are included, **Pathways to Employment (PEP)**, which is part of the Belgian Cooperation Portfolio Palestine (pillar 1) and the **Youth Economic Empowerment in Palestine (YEP)**” as part of the EU-funded Youth Empowerment Program.

Belgian Cooperation Portfolio Palestine:

Belgian development cooperation has supported the Palestinian territories since 1993 - initially through delegated cooperation. Direct governmental cooperation started in 1997 for an amount of 15 million euros. The ongoing portfolio is for a period of 5 years (2022-2026) with a budget of 70 million Euro.

The ongoing portfolio, titled “Empowered youth in a green Palestine” (EYGP) focuses on 2 pillars: The first one focuses on the empowerment of youth based on civic engagement, protection and strengthening the continuum between developing competencies, skills, access to employment, and entrepreneurship. The second pillar is dedicated to climate action, based on support to the development of an emerging green and circular economy with the view to contribute to a sustainable and inclusive Palestinian society, and reduce environmental hazards and dependency on non-renewable natural resources.

This assignment falls within the 3rd Specific Objective (SO3) of the first pillar. The aim of the SO3 “Pathways to Employment in Palestine” is that “more young women and men in Palestine are employed in decent work conditions or have their own income-generating business”. The strategic orientations of the project focus on increasing employability and employment opportunities of youth, targeting the skills mismatch between demand and supply, and increasing access to suitable employment pathways for specific groups, through improving the quality and the relevance of the TVET system and supporting business development and job creation.

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

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

Youth Economic Empowerment in Palestine:

The Youth Economic Empowerment in Palestine (YEP) Action aims to address the lack of economic prospects for Palestinian youth, including vulnerable youth and young women, by empowering them to access decent employment opportunities.

The Action is part of the larger “Palestinian Youth Empowerment Programme”, funded by the EU Neighbourhood Instrument and to be implemented through complementary actions led by UNFPA, Sharek Youth Forum in partnership with the Centre for Youth Economic Empowerment, and Enabel in Palestine. The Overall Objective of the Palestinian Youth Empowerment Programme is to improve Palestinian youth’s contribution to economic, social and public life.

Contribution to this objective will be achieved through three results focusing on enhancing youth’s capacities to access wage- and self-employment opportunities: (1) the development and operation of a First Employment Facility, a private sector-led work readiness programme

(WRP); (2) short-term specialized TVET courses adapted to the needs of the labour market, creating new technical upskilling and vocational reskilling pathways; and (3) business development support to enhance access to self-employment.

3.3 Assignment

3.3.1 Background of the assignment

The assignment was designed to cover the maternity leave of the current Project Manager (Feb – Jul 2025) to ensure continuity in the project management of both the YEP and PEP/SO3 projects. Both projects are ongoing and implementation is planned out for the entire year of 2025. The international consultant will ensure monitoring of the implementation to ensure qualitative and timely results are achieved.

The consultant will be managed by the Enabel Palestine Country Director. The implementation team will be temporarily line managed by the Country Director although the consultant will be responsible for overseeing coordination within the team and ensuring the division of tasks. The team includes 3 Experts (1 fulltime on YEP and two on SO3/PEP with support to YEP), and two Project Officers. These staff are based in Brussels, Jerusalem or Ramallah. The Consultant will also coordinate with the other three Enabel Palestine Project Managers to ensure proper coordination of projects and integration on synergies when possible.

3.3.2 The assignment

3.3.2.1 The objectives

- Planned results of both interventions are achieved within the set execution deadline.
- The closure of the YEP project is planned and coordinated internally.

3.3.3 Approach

3.3.3.1 Scope

The projects will be carried out in the **West Bank (including East-Jerusalem)**. If a political decision allows, implementation of SO3 might partially restart in the **Gaza Strip**.

3.3.3.2 Methodology

The consultant can implement the assignment remotely with a total of 6 working weeks in Palestine, which can be divided in 2 or 3 missions to Palestine (minimum two weeks per mission).

The consultant should in his/her financial offer include only the cost for the working days. All other costs will be covered by Enabel, including: round-trip flight expenses, transport from and to the airport and within Palestine, work-related transportation costs, accommodation, insurance coverage during mission in Palestine. Note that no additional per diem will be paid during the field missions.

- Round-trip flight expenses
- Accommodation
- Work-related transportation costs.
- Insurance coverage during mission in Palestine

Note that no additional per diem will be paid during the field missions.

If the consultant is from a country that requires a visa prior to arrival, it is their responsibility to obtain the visa. Enabel Palestine can provide a support letter for the visa application. For consultants from countries that do not require a pre-arranged visa (e.g., Belgium), a three-month visa can be obtained upon arrival. Enabel Palestine can provide a facilitation letter for each mission.

Within Palestine, the consultant will be under Enabel's security management. The consultant will mainly work from Jerusalem and Ramallah offices. Occasional field visits in other areas of the West Bank are possible but will depend on the prevailing security situation and analysis of the security situation by the Enabel Security Officer. All movements to and from the Ramallah office will be done in Enabel vehicles with Enabel drivers. The consultant will be required to complete an online security training prior to arrival, as well as attend a rigorous security briefing provided by Enabel's Security Officer. During his/her in-country stay, the consultant will receive a local sim card and be added to all Enabel security communication channels (email and whatsapp).

Enabel uses Teams and Sharepoint to communicate internally.

3.3.3.3 Suggested core tasks.

Generic tasks as interim Project Manager for both YEP and PEP/SO3 projects, include:

Results area 1: As Member of the Portfolio coordination committee

Main tasks:

- Contribute to the country portfolio coordination meetings
- Support the Country Director with promoting the portfolio strategy in accordance with steering committee decisions
- Notify portfolio management of synergies with other interventions within the portfolio

Results area 2: As Project Manager

Ensure that all management domains of the intervention are covered (content/scope, planning, budget, quality, etc.)

Main tasks:

- Implement the interventions with attention for proper planning, decision making and good representation of stakeholders
- Implement, monitor and adapt if necessary the operational and annual planning in consultation with the technical implementing team at Enabel and with the partners as per agreements
- Ensure the monitoring and evaluation system is followed up. Coordinate and ensure results monitoring; organise and support learning activities concerning M&E
- Monitor spending as per the last financial planning
- Ensure the administrative and financial monitoring of the Belgian and EU contributions to the intervention in accordance with applicable arrangements and procedures
- Plan and organise the needs for internal and external expertise
- Manage the main risks and opportunities and take preventive and corrective measures
- Monitor the activities and regularly report on the state of progress
- Be the primary contact person for the stakeholders of the intervention

- Responsible for ensuring public and contracting sharepoint spaces are kept updated in coordination with the implementing team.

Results area 3: As coordinator of the technical team

Main tasks:

- Ensure coordination between the different experts and officers to ensure workload is divided, and appropriate support is provided
- Support to clarify roles and responsibilities if necessary at the interventions level
- Ensure synergies between both projects are created and sustained
- Motivate, coach and follow up staff members

Specific tasks for each project in the implementation duration will be further detailed in the handover report to be provided by the current Project Manager.

3.3.4 Deliverables of the assignment

In line with the above-mentioned objectives, the following deliverables (DL) are expected at the end of the assignment. These deliverables are mandatory.

#	Deliverable	Description
1	YEP closure work plan	Develop closure work plan, including clear roles and responsibilities and timeline according to Enabel guidelines. (by Apr 2025)
2	Finalise YEP End Term Evaluation terms of Reference	Work with the expert and HQ MEL department to draft Terms of Reference for the End Term Review (ETR) by May 2025.
3	Successful closure of 6 YEP grants	Successful finalization of all activities and approval of final reporting and payments of 1 grant under Result 1 (R1), 2 grants under R2 and 3 grants under R3. (Feb-Jun 2025)
4	Implementation of one policy dialogue session under YEP	Topic to be finalized in coordination with partner and Expert. (Q1 2025)
5	Implementation of one ecosystem dialogue under SO3	Topic to be finalized in coordination with partners and Experts. (Q2 2025)
6	Implement SO3 Steering Committee meeting	Implement regular SC meeting in June 2025 to update on progress, successes and challenges. Ensure MoM are endorsed and signed.
7	Finalise R1 selection and design of VTC infrastructure under SO3	Oversee the startup and closure of the consultancy (Jan-May 2025) assessing the green status of VTC infrastructure in the West Bank in cooperation with the Enabel infrastructure team and the Ministry of Labor technical team. The needs assessment should result in the selection of VTCs to support (May 2025). Oversee the selection of consultants to be included in the framework agreement for 'design and supervision of construction works' in cooperation with the Enabel infrastructure team and the Ministry of Labor technical

		team. (tender to be launched in Jan, contracting finalized in Apr 2025) Coordinate with the Enabel infrastructure unit to launch the tender for construction companies (Jun 2025) to implement the findings of the first assessment.
8	Upgrade MOL TVET department digital capacity under SO3	Oversee the selection (Jan/Feb 2025), implementation and closure (Jun 2025) of the consultancy working to improve the digital systems of the Ministry of Labour's TVET department.
9	Digitalize the 21-century skills manual under SO3	Oversee the implementation and closure of the consultancy digitalizing the 21 st century skills manual. (Feb – Apr 2025)
10	Final handover report for both YEP and SO3 projects	Detailed handover report based on initial handover report received from Project Manager. Including updated work plan and recommendations for priorities in coming 6 months. (by Jun 2025)

3.3.4.1 Duration of assignment

The assignment will take place from 20 January 2025 until 15 August 2025 for exactly **120 working days**.

The draft final handover report (DL 10) will be presented to Enabel's Country Director. Comments will be provided within 10 working days to the consultant.

3.4 Profile of the international consultant

- Master's degree;
- Experience in working with multi- or bilateral organisation. Experience with Enabel an advantage.
- At least 5 years of relevant experience in steering projects in international cooperation; each experience with more than one intervention/project is an advantage;
- Experience the field of skills, employment and entrepreneurship;
- Experience in Palestine is an advantage.
- Experience in monitoring contracts with external partners;
- Excellent spoken and written English language skills;
- Good communicator and collaborator.

4 Forms

4.1 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 complete 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	Full 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		
First name:		Place:	
Last name:		Date:	
Duly authorised to sign this tender on behalf of:		Verified "Digital" Signature and stamp:	

4.2 Subcontractors

Name and legal form	Address / Registered office	Object

verified “Digital” Signature(s):

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

4.3 List of the main similar services

The tenderer must provide in his offer the list of the **main similar services (min. 3) in the last 3 years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those services. The similar services should be submitted via email with the tender documents.

Each experience shall include **completion certificate** from public or private body.

Description of the main similar services performed	Amount involved	Relevant dates	Name of the public or private bodies

Verified “Digital” Signature(s):

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

4.4 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 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:

List of deliverables	Unit	Estimated Quantity	Unit Price in euros Inclusive of VAT and Income Tax	Total Price in euros Inclusive of VAT and Income Tax
<p>Full completion of the assignment and the requested deliverables under point 3.3.4.</p> <ul style="list-style-type: none"> Bi-monthly timesheets and invoice/payment requests must be approved by Enabel’s Country Director. <p>Enabel will cover the costs associated with each mission in Palestine, which include the following:</p> <ul style="list-style-type: none"> Round-trip flight expenses Accommodation Work-related transportation costs. Insurance coverage during mission in Palestine <p><u>Note that no additional per diem will be paid during the field missions.</u></p>	Fees Per Working Day	120 Working Day (Expected from 20 January 2025 until 15 August 2025)		
Total amount in EUR Inclusive of VAT and Income Tax				
<p>*In case the contract is extended, the unit prices mentioned apply. See also contractual dispositions.</p> <p>All prices in the tender are given in Euro. Prices given are exclusive of VAT.</p> <p>In case of companies: prices given are exclusive of VAT.</p> <p>Individual Consultants registered in Palestine: to ensure payment of taxes the consultant will bring a certificate for deduction from source, failing to do so, a percentage (according to the applicable Palestinian law) from the total payment will be deducted and paid directly to tax authorities by Enabel.</p> <p>Individual Consultants registered in Israel, 30% will be deducted at payment unless they provide a deduction at source certificate.</p> <p>Individual Consultants registered abroad “International Consultants”, 10% will be deducted from the total payment and paid directly to tax authorities by Enabel.</p>				

VAT percentage:%.

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

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.

The tenderer declares on honour that the information given is accurate and correct and that it has been established while fully aware of the consequences of misrepresentation.

Certified true and sincere,

Verified "Digital" Signature(s):

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

4.5 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/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

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

Verified "Digital" Signature

4.6 Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves 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.

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

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

Date

Location

Verified "Digital" Signature

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

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

	Document	
Tender document	<p>One complete tender document with a verified signature/ digital signature (this document) must be filled out electronically (not by hand) and then fully signed and stamped using the verified signature.</p> <p>The following forms need to be completed:</p> <ol style="list-style-type: none"> 1. Form 6.1: Identification 2. Form 6.2: Subcontractors 3. Form 6.3: list of similar assignments 4. Form 6.4: Prices 5. Form 6.5: Declaration on honour – exclusion grounds 6. Form 6.6: Integrity statement 	
	Declaration from a competent authority of not being in a situation of bankruptcy or insolvency	
	CV of the expert	
	Certificate of Completion of the main similar services (min. 3) in the last 3 years	
	Incorporation certificate from the competent authority. (If applicable)	
	Fiscal and social debts “If applicable”	
	Power of attorney empowering the person signing the tender on behalf of the company, joint venture or consortium, signed by the person(s) mentioned in the incorporation certificate (only needed if the person signing the tender is different).	
	In case of a consortium or a temporary association, a copy of the joint venture agreement.	
	Active bank account for the last 2 years (EUR Currency)	
	Non sentence certificate for all board members or expert	