



Tender Specifications n° BEL23004-10016

Public contract of services for Strategic support, coaching and action-research on scaling social innovations in Africa

Open procedure with Belgian and European publication

Deadline for submitting offers: 10 February 2025, at 9:00 AM (Belgian time)

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1 General remarks

1.1 Derogations from the General Implementing Rules

The chapter 'Specific contractual and administrative provisions' of these Tender Specifications holds the specific administrative and contractual provisions that apply to this public contract as a complement or an elaboration of the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and concessions for public works.

These Tender Specifications derogate from Article 19 of the Royal Decree (see point 4.4 below).

1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

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

For this contract, Enabel is represented by Arnaud Leclercq, Programme Manager - Global Projects and Luc Vanheule, Manager Finance & Contracts – Global Projects' shared service hub.

1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 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 public contract

This public contract is subject to Belgian law and is governed by the provisions of these Tender Specifications.

Without prejudice to other applicable legal, regulatory or contractual provisions, and insofar as they are not derogated from in these Tender Specifications, it is also subject to the following clauses and conditions :

- The Law of 17 June 2016 on public procurement³;

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 14 July 2016.

- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁴;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁵;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁶;
- Circulars of the Prime Minister with regards to public procurement;
- Enabel's Code of Conduct;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- 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, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

All subsequent amendments made to the aforementioned texts by provisions that entered into force no later than the day before the deadline for the submission of tenders are also applicable.

The tenderers' attention is also drawn to the fact that their tender may not contain or refer to general sales conditions contrary to the provisions of these Tender Specifications and the aforementioned legal and regulatory texts.

Belgian regulations on public procurement are available on the website <https://bosa.belgium.be/fr/themes/marches-publics/reglementation>.

Enabel's specific regulations can be consulted on the website <https://www.enabel.be/content/integrity-desk>.

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: Enabel;

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

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

⁴ Belgian Official Gazette of 21 June 2013.

⁵ Belgian Official Gazette 9 May 2017.

⁶ Belgian Official Gazette 27 June 2017.

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

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

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

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

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

The Tender Specifications : This document and its annexes and the documents it refers to;

E-procurement: Platform tenderers can submit and open electronic tenders/requests to participate;

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

Litigation: Court action.

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

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

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

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

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

1.6 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 for Enabel.

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

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

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

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

1.7.6. The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

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

2 Subject-matter and scope of the public contract

2.1 Type of contract and subject matter of the contract

This public contract is a contract for services in the meaning of Article 26, §2, 21° of the Law of 17 June 2016 on public procurement) and consists in providing “*Strategic support, coaching and action-research on scaling social innovations in Africa*”.

This public contract is awarded as a Framework contract concluded with one operator (service provider) : see Art. 43, §4, of the Law of 17 June 2016.

All the terms of the framework contract determined in these Tender Specifications and the tenders are binding so the orders can be placed without any further additions to the original Tender Specifications, in accordance with Article 43 of the Law of 17 June 2016.

The conclusion of this public contract confers no exclusive rights to the service provider. The contracting authority may, even during the validity term of this contract, have other service providers or its own departments deliver services that are identical or similar to those referred to in these Tender Specifications. Consequently, the service provider may not lay claim to the payment of any sort of compensation.

2.2 Lots

In accordance with article 58 of the law of 17 June 2016, The contracting authority has decided to not divide this public contract in lots for the following reasons :

- Coherence and unity of management are necessary to effectively meet the needs of the contracting authority;
- The tasks are interdependent and cannot be dissociated without compromising the efficiency of execution.

2.3 Items

This contract consists of the following items:

- Expert based in in EU;
- Expert based in the field (country prices).

For each item, the tenderer must include in the price, the accommodation and travel costs, except eventual flights (see 3.4. “Determination of prices”).

2.4 Duration of the public contract

This contract shall start on the first calendar day following notification of its conclusion and ends the 31st of December 2026.

2.5 Variants and options

No variants are required or authorised.

Free variants are forbidden.

No options are required or authorised.

Free options are forbidden.

2.6 Quantity

This public contract is a price-schedule contract, i.e. a contract in which the unit prices are flat fee prices and the quantities are estimated. The estimated quantities for the framework contract is 338 person/day and do not bind the contracting authority.

Orders will be paid for on the basis of the services actually ordered and executed.

3 Awarding of the public contract

3.1 Award procedure

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

3.2 Publication

3.2.1 Official notification

This contract is officially advertised on the website : <https://www.publicprocurement.be/>

3.2.2 Semi-official publication

This public contract is posted on the website of Enabel (www.enabel.be).

3.3 Information and forum

The awarding of this contract is coordinated by **Ms Cumba Baldé Mané**, Public 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 that 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 10 days before the deadline for the submission of tenders. Questions should be submitted via the "forum" at <https://publicprocurement.be>. The contracting authority will publish the answers on the forum as soon as possible and, at the latest, 8 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, he will immediately report these in writing to the contracting authority no later than ten days before the deadline for the submission of tenders.

3.4 Determination of prices

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

This public contract is a price-schedule contract, i.e. a contract in which the unit prices are flat fee prices and the quantities are estimated. The estimated quantities do not bind the contracting authority.

Orders will be paid for on the basis of the services actually ordered and executed.

At the request of the contracting authority, the tenderer provides it, prior to public contract awarding, with all information intended to enable it to verify the prices offered.

The verification of prices may include any checks of accounting documents and/or any on-the-spot checks by the agents of the contracting authority appointed for this purpose.

3.4.1 Elements included in the prices

Taxes and other levies

The service provider includes in his prices any charges and taxes generally applied to services, with the exception of VAT.

VAT is recorded as a separate item in the inventory.

In the context of the present framework agreement, 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 framework agreement if the recipient of the services is based in Belgium.

Other elements included in the prices

As a reminder, the service provider must include all service-related costs in their unit prices. The following costs in particular must be included in the prices :

- Honorary fees;
- Costs and charges for staff or equipment needed to perform this public contract,
- Participation in meetings;
- Administrative management and secretariat;
- Transport costs (e.g. shuttle to and from the airport) and travel expenses, with the exception of those mentioned below;
- Visa and passport fees;
- Vaccination and testing costs (for example, when a COVID-19 test is required);
- Insurance;
- If necessary, the measures imposed by legislation with regard to the health and safety of workers during the execution of their work;
- Communication costs (including internet);
- Copyright fees;
- Per diems covering the additional expenses incurred in a professional capacity (and not in a private capacity) and connected with a mission in an intervention country (accommodation, meals, drinks, etc.). Per diems must be calculated in accordance with the rules set out on the website of the European Commission:
https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-project/diem-rates_en.

This list is merely illustrative and by no means exhaustive.

The following costs must not be included in the prices quoted and will be reimbursed by Enabel :

- Air tickets for international flights (and, where applicable, train travel to an international airport) between the expert's country of residence and the place of the

assignment are booked and paid for by the contractor and reimbursed by Enabel in accordance with the receipts attached to the invoice and accepted in advance by the managing official ;

The itinerary will be chosen according to the most logical combination of :

- The best acceptable route (taking into account the most direct route, limiting CO2 emissions);
 - The lowest applicable fare (economy class);
 - The travel dates requested for organising the assignment.
- Professional transport in the country (by plane/car/etc.) where the mission in the field will take place.

Please note:

- Unit prices (in the field and/or at home and/or at Enabel's head office) are paid for all the days actually worked, even if a weekend or public holiday, in accordance with the work schedule attached to the invoice and accepted in advance by the managing official;
- For days involving international travel, 50% of the 'Belgium' price is paid per travel day, in accordance with the work schedule attached to the invoice and accepted in advance by the managing official.

NB: Services provided at Enabel's head office are not considered as assignments in the field and do not entitle the service provider to any reimbursement of transport, travel or accommodation expenses, or to the payment of per diem. These costs must be included in the prices quoted.

3.5 Submission and opening of tenders

3.5.1 Use of languages

Tenderers may submit their tenders in French, Dutch or English.

3.5.2 Commitment period of the tender

Tenderers remain bound by their tender for a period of 120 calendar days, as from the deadline date of tender reception.

3.5.3 Form of the tender

Tenderers' attention is drawn to the fact that their tender may not contain or refer to general or special conditions. If this is the case, the tender may be considered to be materially irregular and the contracting authority may reject it for that reason alone.

3.5.4 Submission of tenders

Tenderers are required to fill out the tender forms attached to these Tender Specifications. In case these forms are not used, they are fully responsible for the perfect concordance between the documents they have used and said forms.

The contracting authority requires tenderers to use the federal e-Procurement platform (<https://www.publicprocurement.be/>) for the submission of tenders. This platform complies with the conditions of Article 14 of the Law of 17 June 2016.

To create your account, simply follow the 2 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

For instructions on submitting tenders, please check the following: https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010799

Tenders must be submitted on the platform no later than 09:00 a.m. on January 13th, 2025 (Belgian time).

It should be noted that sending a tender by e-mail does not meet these conditions. The tender cannot be submitted on paper neither.

By submitting a tender in whole or in part by electronic means, the tenderer accepts that the data resulting from the operation of the facility receiving his tender will be recorded.

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 or e-mail e.proc@publicprocurement.be.

The tenderer must not sign the tender and its annexes individually when they are uploaded to the platform. These documents are signed globally by affixing a qualified electronic signature to the relevant submission report.

Please note :

Before submitting their tenders, tenderers are advised to test the procedure for submitting tenders via the e-Procurement site.

Tenderers are also advised to check whether they have the necessary certificates/e-token to be able to sign their tenders via e-Procurement. Further information is available at <http://www.publicprocurement.be>

By submitting his tender, the tenderer undertakes to comply with the clauses contained in these Tender Specifications. The proposals submitted by the tenderer in response to the contractual clauses or additional questions asked by the contracting authority constitute commitments on his part. The content of his tender forms an integral part of the public contract, as do the details he provides in response to any requests for clarification.

By submitting the tender, the tenderer also acknowledges that he has obtained all the information he requires and that he has drawn up his tender with full knowledge of the facts, nothing being vague or unknown to him.

The tenderer clearly designates in his tender which information is confidential and may therefore not be divulged by the contracting authority.

By submitting his tender, the tenderer acknowledges:

- Having read all the procurement documents;
- Being aware of the scope and specifics of public contract performance;
- Having received all the information he required;
- Having made all the comments and asked all the questions he considered necessary, both for the preparation and submission of his offer and for the actual performance of the public contract;

- Not having discovered any errors and/or defects in the procurement documents which, by their nature, would make it impossible to calculate the price and compare the tenders;
- Having calculated the price of his offer with full knowledge of the facts;
- Having calculated the amount of his tender, taking account of this knowledge of the public contract and providing the necessary means for excellent performance of the public contract;
- Accepting all the clauses of these procurement documents, even if they differ from his own invoicing and/or sales conditions (where the tenderer indicates other invoicing and/or sales conditions, these will not apply).

3.5.5 Signing the tender

As tenders are submitted through an electronic channel, the tender submission report must bear a qualified electronic signature.

Modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed by means of a qualified electronic signature.

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

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal is not signed by means of a qualified electronic signature, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

The documents, including annexes, as well as any erasures or alterations that could affect the terms of the public contract, will be signed by the tenderer or his authorised representative (original signature only, no electronic signature).

If one or more proxies are used, they must also attach to their tender the original public deed or private document granting them these powers or a copy certifying that their power of attorney conforms to the original. They may limit to providing the number of the annexes to the Belgian Official Gazette where the proxy is published.

For the signature procedure, please consult the following: [Entreprises - Signer votre offre/demande de participation \(service-now.com\)](#).

3.5.6 Group of operators

The tender is submitted by a group of economic operators; the tender contains the following information:

- The designation of one operator, member of the group, representing the group vis-à-vis the contracting authority;
- Proof of a joint and several commitment between the members of the consortium; Listing, for each member of the group, of the name, first name, capacity or profession, nationality and domicile or, in the case of a legal person, its social purpose or corporate name, its legal form, its nationality, its registered office, its e-mail address and its enterprise number.

3.6 Selection of tenderers

3.6.1 European Single Procurement Document (ESPD)

3.6.1.1 General - the ESPD

The tenderer submits the European Single Procurement Document (ESPD), which consists of an updated self-declaration which is accepted by the contracting authority providing preliminary evidence replacing the certificates issued by public authorities or third parties confirming that the economic operator concerned:

1° is not in one of the situations listed in Articles 67 to 69 of the Law of 17 June 2016 ;

2° fulfils the applicable selection criteria which have been established in accordance with Article 71 of the Law of 17 June 2016.

In accordance with Article 73, § 3, 2nd paragraph, of the Law of 17 June 2016, Enabel reserves the right to make use of the possibility offered to it to analyse the tenders before having completed the selection phase, with the sole exception of no grounds for exclusion, and compliance with the selection criteria verified on the basis of the ESPD alone. If the contracting authority decides to take this course of action, it will check the documentary evidence submitted by the tenderer with the highest-ranked regular tender which substantiates the latter's declarations in the ESPD, before awarding the contract to that tenderer, if applicable.

3.6.1.2 Procedure for completing the ESPD

Go to <https://dume.publicprocurement.be>, and select your language.

- To the question, 'Who are you?', answer 'I am an economic operator'.
- To the question, 'What would you like to do?', answer 'Create an ESPD response'.
- Indicate your country and click 'Next';
- Complete the following sections of the ESPD:

- **Part I: Information concerning the procurement procedure and the contracting authority or contracting entity**
 - Identity of the procurer:
 - 'Official name' : 'Enabel'
 - 'Country': choose 'Belgium'
 - Information about the procurement procedure:
 - 'Type of procedure': choose 'Open procedure'.
 - 'Title': "Public contract of services for Strategic support, coaching and action-research on scaling social innovations in Africa"
 - 'Short description': Leave this box empty.
 - 'File reference number attributed by the contracting authority or contracting entity (if applicable)': answer 'BEL22009-10012'.
- **Part II: Information concerning the economic operator**
 - Information about the economic operator: provide the information requested as accurately as possible. Your attention is drawn specifically to the following two questions:
 - 'Is the economic operator participating in the procurement procedure together with others?': Only answer 'yes' if you are submitting your

tender with one or more other economic operators. These economic operators must submit the tender together with you. They must not simply be subcontractors.

- Information about representatives of the economic operator: If the tenderer is an individual, the information to be provided here is the tenderer's own information. If the tenderer is a legal entity, the information to be provided here relates to the natural person(s) authorised to represent the candidate/legal entity tenderer outside the limits of day-to-day management. The identity of this (these) natural person(s) is generally stipulated in the articles of association of a tenderer which is a legal entity. If, for example, there are two directors, information should be provided for each of them. To add a person, click on the '+' tab to the right of the heading 'Information about representatives of the economic operator'.

Information about reliance on the capacities of other entities: Click on 'yes' if you are relying on the capacity of one or more entities to help you meet the qualitative selection criteria set out in these Tender Specifications. These entities may be subcontractors, but this is not mandatory. These entities are not the operators who may participate in the procurement procedure together with you. For these operators, please refer to the previous question (see above).

- Information concerning subcontractors on whose capacity the economic operator does not rely: Indicate here whether you intend to use subcontractors on whose capacity you will not rely. If you indicate 'yes', specify in the bottom line the identity of any subcontractors you already know.

- **Part III: Exclusion grounds**

- Grounds relating to criminal convictions: Answer each question, and provide any additional information that may be required if you answer 'yes' to any of them.
- Grounds relating to the payment of taxes or social security contributions: Answer each question, and provide any additional information that may be required if you answer 'yes' to any of them.
- Grounds relating to insolvency, conflicts of interests or professional misconduct: Answer each question, and provide any additional information that may be required if you answer 'yes' to any of them.
- Purely national exclusion grounds: In the context of the present contract, this ground for exclusion refers to any conviction you may have for employing illegally resident third-country nationals. If you have been convicted for this reason, select 'Yes' and answer the additional questions that appear. If you have not been convicted for this reason, answer, 'No'.

- **PART IV: Selection criteria** To the question 'Do you want to use the selection criteria from A to D? answer 'no'. In this case, you will be asked to provide a global indication of the selection criteria. Specify whether you meet all the required selection criteria (see below).

- **PART V: Reduction of the number of qualified candidates:** No reduction in the number of qualified candidates is envisaged in the context of the present contract. The response indicated is therefore unimportant.

- **Part VI: Concluding statements:** Provide the requested information.

After completing the entire form, click 'Overview' at the bottom of the page. You will see your completed ESPD, which you can download in PDF and/or xml format to submit electronically with your tender.

Economic operators may re-use a ESPD that has already been used for a previous procedure, provided that they confirm that the information provided is still valid.

Please note that the tenderer is requested to provide a ESPD on behalf of the company (or for each member of the consortium, if applicable) and a ESPD for each external expert from who will be part of the team proposed to carry out the contract. A ESPD is not required for in-house experts, but please provide a list of in-house experts in a separate document.

3.6.2 Further details on grounds for exclusion

The mandatory and facultative grounds for exclusion are given in the ESPD and the declaration on honour regarding the policy: 'Know your Counterparty Policy'.

As a reminder, the grounds for exclusion apply to the tenderer as well as to:

- All members of a grouping of economic operators;
- All third-party entities on whose capacities the tenderer intends to rely upon to meet the selection criteria set out in the Tender Specifications, for example, the external experts (see point 3.6.3, below).

The contracting authority is required to verify that there are no grounds for exclusion on the basis of the following documents:

- 1) An **extract from the criminal record (of less than three months** from the deadline for submission of tenders) made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
- 2) The document certifying that the tenderer is in order with the **payment of social security contributions**, except where the contracting authority can directly obtain relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Télémarc).
- 3) The document certifying that the tenderer is in order with the **payment of levies and taxes**, except where the contracting authority can directly obtain certificates or relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Télémarc).
- 4) The document certifying that the tenderer is **not in a state of bankruptcy, liquidation, cessation of business or judicial reorganisation**, except where the contracting authority can directly obtain relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Télémarc).

These documents do not need to be attached to the tender, as the ESPD and the sworn declaration are accepted by the contracting authority as proof *a priori* in lieu of these documents. The contracting authority will subsequently verify the accuracy of the information contained in these documents. **Please note that the tenderer will also be asked to provide the supporting documents mentioned above for each subcontractor (external expert) in order to verify their ESPD.**

However, for documents that are not accessible via a free national database in a member state of the European Union, **the tenderer must be capable of providing the supporting documents within 5 working days of the contracting authority's request.**

Tenderers are therefore strongly advised not to wait for the contracting authority's request and to request the necessary documents from the competent authorities of the country in which they are based as soon as possible. The waiting times for obtaining certain documents can indeed be long.

3.6.3 Selection criterion - technical or professional capacity of the tenderer

Tenderers must demonstrate in their tenders that they meet the minimum requirements for this criterion relating to technical or professional capacity.

N°	Technical and professional aptitude (selection criteria)	Minimum requirements
1	The tenderer shall provide details of the qualifications (diploma) held by the proposed experts.	All the experts proposed must have a Master's degree. <u>Documents to be provided :</u> The tenderer must attach to its tender the CVs of the experts proposed to carry out the contract. The CV must mention the degree(s) obtained.

3.7 Evaluation of tenders

3.7.1 Award criteria

Only tenders from tenderers who satisfy the selection criteria will be considered for participation in the comparison of tenders based on the award criteria set out below, insofar as these tenders are considered as regular.

N°	Description	Weighting
1	Price	30
<i>The following formula will be used: Score = $\frac{\text{Amount of the lowest regular tender} * 30}{\text{Amount of the tender examined}}$</i>		
2	Quality of the methodology note and project management plan	45
<i>In order to demonstrate the quality of the service, the tenderer is required to attach a methodology note and a project management plan to its tender. In the methodological note, the tenderer will explain its approach, strategies and techniques. In the project management plan, the tenderer will include a quality management plan, a work plan and schedule of activities, risk and risk mitigation strategies, a communication plan and teams' management plan.</i>		
2.1	Quality of the methodological note	30
2.2	Quality of the project management plan	15
3	Quality of the proposed Human resources (relevant experience-Team lead and experts)	25

<p>The quality of the profiles will be assessed based on relevant experience in relation to the tasks of the present contract.</p> <p>For the evaluation of this criterion, only years of experience in excess of the minimum requirements set out in the terms of reference will be considered. The CV's of the proposed experts must be attached to the tender.</p> <p>Formula : Score = $\frac{\text{Number of additional years of experience of the tender}}{\text{Highest number of additional years of experience}} * \text{weighting}$</p> <p>Maximum points for :</p> <ul style="list-style-type: none"> - the Team lead = 2 - the strategic scaling experts = 12 - the learning experts = 6 - locally grounded scaling experts = 5 	
Total weighting of the award criteria	100

The points obtained for the various sub-criteria will be added together.

With regard to VAT, please note that the services are 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.

Tenders will be compared inclusive of VAT.

3.7.2 Conclusion of the public contract

The contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the implicit sworn declaration contained in the ESPD with regard to that tenderer.

In accordance with the procedure applicable, this contract will not be concluded until the end of a 15-day standstill period, which starts on the day following notification of the reasoned award decision.

For the sake of transparency, Enabel undertakes to publish an annual list of its contractors. By submitting its tender, the tenderer agrees to the publication of the title of the contract, the nature and object of the contract, its name and registered office, and the contract price.

4 Specific contractual and administrative conditions

This chapter holds the specific administrative and contractual provisions that apply to this public contract as a complement or an elaboration of the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and concessions for public works.

These Tender Specifications also derogates from Article 19 of the Royal Decree (see point 4.4 below).

4.1 Managing official (Art. 11)

The managing official is Mr Toon Driesen, Project Manager Enabel Innovation Hub (toon.driesen@enabel.be).

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

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

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

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under point 1.2.

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 remarks

Except with the express prior agreement of the contracting authority (see point 4.2.2 below), the service provider may not entrust all or part of the assignment described in these Tender Specifications to a subcontractor other than the one announced in his tender.

Where all or part of the public contract services are entrusted to one or more subcontractors, the contractor remains, in all cases, solely liable to the contracting authority.

The contractor will be responsible for the management and coordination and bear the costs of their fees and all related costs.

No later than the start of the performance of the contract, the contractor must provide the contracting authority with the following information: the name, contact details and legal representatives of all subcontractors, regardless of their level of participation in the subcontracting chain and regardless of their place in this chain. Throughout the course of the public contract, the contractor is required to inform the contracting authority without delay of any changes to this information and of the information required for any new subcontractor

who subsequently participates in these services.

A subcontractor is forbidden to subcontract the whole of the public contract entrusted to it.

4.2.2 Replacement of an expert

The contractor may propose the replacement of an expert provided the following conditions and modalities are respected.

The contractor submits to the managing official the Curriculum Vitae of the expert and the latter's agreement to perform services on behalf of the economic operator in question.

The proposed expert must meet the selection criteria and the requirements set out in Part 5 of these Tender Specifications (Terms of Reference).

A replacement will only be accepted if the new expert meets these conditions.

The contracting authority reserves the right to accept or reject the new expert, even if he or she meets the conditions defined above.

If the new expert is not accepted, the contractor may either retain one of the experts initially proposed or propose a new profile.

4.3 Protection of personal data

4.3.1 Protection of personal data by the contracting authority

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

4.3.2 Protection of personal data by the contractor in his capacity as subcontractor

Where during contract performance, the contractor processes 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, the following provisions apply:

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, by submitting his tender, the tenderer agrees to comply with the obligations detailed in point 6.4 of these Tender Specifications.

4.4 Intellectual property (Art. 19 to 23)

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

This public contract is a purchase order public contract under the terms of which the contractor acknowledges that he transfers to the contracting authority all economic rights relating to copyright in all the works covered by the contract (including texts, documents and graphics attached thereto or incorporated therein, all preparatory work, etc.) which are from his or his team's hands. If they are the work of third parties, the contractor guarantees that he has acquired all exclusive rights and that he can transfer them to the contracting authority.

The costs of transferring these rights for all modes and forms of exploitation that are transferred are fully included in the prices of the public contract.

In no case may the service provider claim any special indemnity, compensation or damages for the use, in the performance of this public contract, of patents, licences, copyrights, etc., for which it is assumed that he has taken into account the charges resulting from such use when drawing up his tender.

It is further specified that the contracting authority is under no obligation to pay anything whatsoever to any third party holding (and/or exploiting) a patent, licence, etc. used in the performance of this public contract. The contractor is in all cases solely responsible for his own performance processes, even if the requirements of this public contract only indirectly indicate that the use of a patent, licence, etc. is necessary for the proper performance of the services covered by these Tender Specifications.

In short, any patent rights, licences, royalties, copyright or other costs are the responsibility of the contractor, who remains solely liable in the event of any claim.

4.5 Conflicts of interests

As part of the fight against conflicts of interests, in particular in view of avoiding revolving doors mechanisms as defined in the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, the tenderer shall refrain from relying on any former (internal or external) collaborator(s) of the contracting authority, within two years from their resignation, retirement or any other type of departure from the contracting authority, for whatever reason, directly or indirectly, for the elaboration and/or submission of its tender or any other intervention under the award procedure or for tasks to be conducted as part of the performance of this public contract.

The above provision does however only apply when there is a direct link between the

preceding activities conducted for the contracting authority by the person(s) concerned and their activities in this public contract.

Any breach of this measure liable to distort the normal conditions of competition is subject to a sanction in accordance with the provisions of Article 6 of the Law of 17 June 2016 on public procurement. In concrete terms, this sanction, depending on the case, consists of discarding the tender or terminating the public contract.

4.6 Respect of environmental, social and labour law

The contractor must respect and have any person acting as a subcontractor at any stage of the public contract and by any person seconding personnel for the performance of this public contract respect all obligations applicable in the domains of environmental, social and labour legislation under European Union regulations, national law, collective agreements or international environmental, social and labour provisions listed in Annex II of the Law of 17 June 2016.

4.7 Performance bond (Art. 25 to 33)

For this contract, no performance bond is required.

4.8 Amendments to the public contract

4.8.1 Applicable provisions

Under Articles 38 et seq. of the Royal Decree of 14 January 2013, public contracts may not be amended without a new award procedure, except in the cases provided for in Articles 38/1 (additional services), 38/2 (events unforeseeable by the contracting authority), 38/3 (replacement of the contractor), 38/4 (changes of minor nature) and 38/5 and 38/6 (non-substantial changes).

These Tender Specifications also includes the following re-examination provision:

- Revision of prices (Art. 38/7);
- Taxes affecting the value of procurement (Art. 38/8);
- Unforeseeable circumstances to the disadvantage the contractor (Art. 38/9);
- Unforeseeable circumstances in favour of the contractor (Art. 38/10);
- Facts of the contracting authority and the contractor (Art. 38/11);
- Compensation following suspensions ordered by the contracting authority and incidents during the procedure (Art. 38/12).

A decision of the Belgian State to terminate cooperation with one of the partner countries is deemed to be unforeseeable circumstances within the meaning of Article 38/9 of the Royal Decree of 14 January 2013.

In the event of the suspension or cessation of activities by the Belgian State which affects the financing of this contract, Enabel will use reasonable means to obtain a maximum amount of damages.

4.8.2 Specific re-examination provisions

The present contract may be modified, regardless of the amount of the modification, in the following circumstances:

Add a country where Enabel is active

The contractor may be entrusted with the execution of services similar to those performed in the context of the present contract in a new country where Enabel is active (this may be a new

partner country of the Belgian Cooperation or a new country where Enabel performs missions for third parties).

Replacement of an expert or additional experts (subcontractors)

The contractor may propose the replacement of an expert or additional experts subject to the following conditions and terms.

The contractor must submit the Curriculum Vitae of the expert to the contract manager and obtain the agreement of the expert to perform services on behalf of the specified economic operator.

The proposed expert must meet the selection criteria and satisfy the requirements listed in section 5 of the present special terms and conditions (Terms of Reference);

The new expert will only be accepted if (s)he meets these conditions.

The contracting authority reserves the right to accept or reject the new expert, even if they meet the aforementioned conditions.

If the new expert is not accepted, the participant can either retain one of the initially proposed experts or propose a new profile.

4.9 Performance modalities

4.9.1 Contact person at the service provider

The tenderer shall indicate in its tender the contact person within its organisation for all questions relating to orders, deliveries, invoicing, technical aspects, etc., concerning the present contract. The tenderer shall provide the contact details of this person (surname, first name, position, telephone number, e-mail), as well as those of a backup person.

It is essential that both the contact person designated by the tenderer and the backup person are fluent in French or English.

4.9.2 Order and performance period

Orders based on the framework contract will be sent to the service provider by e-mail and be accompanied by details of the services expected and the agreed performance period.

The service provider shall acknowledge receipt of the purchase order by e-mail within 2 working days of sending.

The performance period starts on the date mentioned in the e-mail.

If the performance period is expressed as a presumed quantity, orders will be paid for on the basis of the services actually ordered and performed. The presumed quantities are not binding on the contracting authority. The contractor cannot claim damages if these quantities have not been reached.

Payment for the service will be made on the basis of an end-of-mission report (or the deliverable(s) agreed in the purchase order).

When the purchase order is clearly incorrect or incomplete and performance of the order becomes impossible, the service provider immediately notifies the managing official about this in writing.

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

The services will be performed in one of the following places:

- The home or country of residence of the expert;
- Enabel's head office in Brussels;
- In the field (countries mentioned in the Terms of reference).

4.10 Liability of the service provider (Art. 152-153)

The contractor assumes full responsibility for the correct performance of the contract in compliance with the regulations, the rules of the art, the specifications and its tender. In the event of a contradiction between the contract documents and the tender, the provisions of the contract documents shall prevail, except where the tender is more advantageous to the Contracting Authority.

The contractor assumes full responsibility for any errors, omissions or shortcomings in the services provided, including in particular studies, calculations, plans and any other documents that it supplies.

The contractor is also civilly liable for any infringements of regulations committed by its staff or those of its subcontractors.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance or shortcomings in the services performed.

The contractor shall comply with and ensure compliance by any subcontractor or entity providing staff for the performance of the contract with the applicable obligations in the area of social, labour and environmental law. In particular, and without prejudice to the other special provisions of these specifications:

- The contractor shall comply with (and ensure compliance on the part of its subcontractors) the obligations and prohibitions arising from the fundamental ILO conventions referred to in Annex II of the Law of 17 June 2016;
- The contractor shall comply with (and ensure compliance on the part of its subcontractors) the prohibition on employing illegally resident personnel and the obligation to pay its workers the remuneration to which they are entitled on time.

The contractor who is informed that a subcontractor has failed to comply with the above-mentioned obligations (in particular in the event of notification by the Labour Inspectorate or by posting) shall immediately suspend performance of the subcontracting contract and shall prohibit the subcontractor from accessing the premises where the contract is to be performed and, where applicable, shall terminate the subcontracting contract.

4.11 Zero tolerance Sexual exploitation and abuse

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

4.12 Means of action of the contracting authority (Art. 44–51 and 154–155)

The service providers' default is not solely related to services as such but also to the whole of

their obligations.

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 service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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

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

4.12.1 Failure of performance (Art. 44)

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

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

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

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

§ 2. Any failure to comply with the provisions of the public 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 defense by registered mail 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 acknowledgement of the reported facts.

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

4.12.2 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 public contract.

4.12.3 Measures as of right (Art. 47 and 155)

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

authority may apply the measures as of right described in paragraph 2.

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

§ 2. The measures as of right are:

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

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

3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

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

4.13 End of the public contract

4.13.1 Acceptance of the services performed (Art. 64-65 and 156)

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

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

The contracting authority has a verification period of thirty days from the date of completion of each service to carry out the acceptance formalities and notify the service provider of the result.

This term commences provided that the contracting authority possesses the list of services delivered and the invoice.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official in writing, and to ask for the acceptance procedure to be carried out.

Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services or receipt of the service provider's request, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Partial acceptance is planned at the end of each service, based on an end-of-mission report, or on the deliverables indicated in the order letter.

This partial acceptance will be performed by the managing official for subsequent contracts/orders, in accordance with the conditions set out above.

Final acceptance is planned at the end of the last subsequent contract implemented under this framework agreement. This will be performed by the managing official, in accordance with the conditions set out above.

Payment of the sum owed to the service provider must occur within the thirty day payment term from expiry of verification period, provided that the contracting authority is, at the same time, in the possession of the duly prepared invoice.

4.13.2 Invoicing and payment of services (Art. 66 to 72 – 160)

The contractor is obliged to send the invoices (in one copy) and the official contract acceptance report to the address indicated in the order letter. This address will vary depending on whether the order is issued from Enabel's head office in Brussels or from Enabel's representations or projects abroad. The identity of the ordering party and the invoicing address will be specified in the order e-mail.

In accordance with Directive 2014/55/EU and the Royal Decree of 9 March 2022 on public procurement specifying the obligation for companies to use electronic invoicing, the contractor must use an electronic invoicing system.

If the contractor is registered with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) in Belgium, he can use the Belgian Mercurius portal to receive electronic invoices in accordance with the standards and rules in force.

Non-Belgian contractors can use one of the certified access points on the international network Peppol. To access the list of service providers offering the use of these access points: <https://peppol.org/members/peppol-certified-service-providers/>

Where appropriate, order letters for subsequent contracts will contain further details on how to draw up invoices and where to send them to.

4.13.2.1 Advance payment system

Pursuant to articles 12/1, paragraph 2, 1°, and 12/2, of the law of 17 June 2016, an advance payment will be granted to the contractor in the context of each subsequent contract if the latter is an SME.

However, the payment of the advance is subject to the contractor submitting a written dated demand to that effect.

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

- If the duration of the subsequent public contract is equal to or less than 12 months, the reference value is equal to the initial value of the subsequent public contract, all taxes included;
- If the duration of the subsequent public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the subsequent public contract, including taxes, divided by the duration of the contract expressed in months;
- In the case of an open-ended subsequent public contract, the reference value is the value per month of the public contract multiplied by 12.

The initial amount of the subsequent contract corresponds to the total price proposed by the contractor for the assignment.

The amount of the advance is calculated by applying the following percentages to the reference value of the subsequent public contract:

- 20% if the contractor is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;

- 10% if the contractor is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;
- 5% if the contractor is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

Payment of the advance may be suspended if it is found that the contractor does not comply with his contractual obligations or if he contravenes the provisions of Article 7 of the Law of 17 June 2016.

The advance payment will be deducted from the amounts due to the contractor as follows: the first half of the advance payment is deducted from the sums due to the contractor when the amount of the services performed reaches 30% of the initial value of the subsequent public contract and the second half of the advance payment is deducted from the sums due to the contractor when the amount of the services performed reaches 60% of the initial value of the contract.

4.14 4.14 Litigation (Art. 73)

This public contract must be performed and interpreted according to Belgian law.

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

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

If there is no agreement, the courts of the judicial district of Brussels shall have sole jurisdiction to find a solution. French or Dutch are the languages of proceedings.

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

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

Enabel, public-law company
 Global Procurement Services
 To the attention of Inge Janssens
 Rue Haute 147
 1000 Brussels
BELGIUM

5 Terms of reference

5.1 General context

Enabel is the Belgian Development Agency, implementing the bilateral development cooperation agenda of Belgium. Enabel also implements projects for other donors, like the European Union for which it is pillar assessed. With a project portfolio of 227 ongoing projects and a yearly turnover of around 335 million euros, Enabel is a well-established and respected actor in the international cooperation sector.

Enabel's 2030 strategy defines its ambitions to strengthen and improve this position in the coming years. Increasing Enabel's position as a model, partner and investor in innovations is core to this 2030 strategy, which is being materialized into a three-pronged approach:

- 1) mainstreaming innovation into the design and implementation of the entire project portfolio of Enabel;
- 2) strengthening Enabel's innovation capacities;
- 3) identifying and supporting strategic innovations with the potential to leapfrog development in the key strategic domains of Enabel and its partners. For the latter, Enabel currently implements four innovation programs through its Enabel Innovation Hub.

5.2 Enabel Innovation Hub

5.2.1 General remarks

The Enabel Innovation Hub is Enabel's key mechanism and dedicated team scouting and supporting scalable social innovations. The team is currently implementing 4 programs:

1. Wehubit 2.0 (financed by Belgium – € 5M);⁷
2. Data Governance Action (DGA, financed by the EU via the D4D Hub for € 2.1M);
3. Digital & Green Initiative (DGI, financed by the EU under the D4DHub for €1,3M);
4. Regional Teachers Initiative for Africa (RTIA, financed by the EU for € 4.6M).

All these four programs have in common that they use Call for Proposals to identify scalable innovations linked to a specific 'development challenges' or a sector or topic where Enabel is already active in (teacher training, green economy, agriculture, health, etc.). All four programs have been launched in 2023 and 2024, meaning that by the end of 2024, the Enabel Innovation Hub will have a portfolio of 23 innovative projects (3 under Wehubit 2.0, 5 under DGI, 7 under DGA and 8 under RTIA). The 23 projects have been selected via 4 calls for proposals based on their innovative character, scaling potential and potential impact on and alignment with the call/challenge. The 23 projects are all implemented by 'non-for-profit' actors (grantees), ranging from international NGOs, to local NGOs, local public institutions, local or European universities, etc. or consortia of partners, who are supported by the Enabel Innovation Hub team through grants (ranging from 100k euro to 400k euro), through technical support and via a (peer) learning approach around their scaling pathways. The nature and the capacity of the grantees are diverse. The grants all cover a period of 12 up to 24 months, spanning the period between September 2024 to the end of 2026. All of the 23 projects are implemented in Africa⁸, with the majority of projects in East and West Africa,

⁷ The subsequent contracts will initially be awarded within the framework of Programs 2 to 4. Subsequent contracts may also fall under Program 1 but at a later stage. The framework agreement is therefore predominantly financed by European funds and could later be financed by Belgian funds.

⁸ The final list of countries will be available by the end of 2024. The preliminary list consists of the following countries, but may be broadened with one up to several countries: Mali, Rwanda, Uganda, Mozambique, Botswana, South Africa, Guinea, Benin, Senegal, Burkina Faso, Ghana, Malawi, Tanzania and Zambia.

covering both anglophone, francophone and lusophone regions. The Enabel Innovation Hub team is building on its experience within the Wehubit program, that ran from 2018 to 2023. The website of wehubit (www.wehubit.be) provides an overview of the grantees supported in the previous program and serves as a good reference for the type of projects and diversity actors/grantees supported via our Wehubit 2.0, DGA, DGI and RTIA programs.

The approach of the Enabel Innovation Hub team is based on 3 pillars (picture of the rocket):

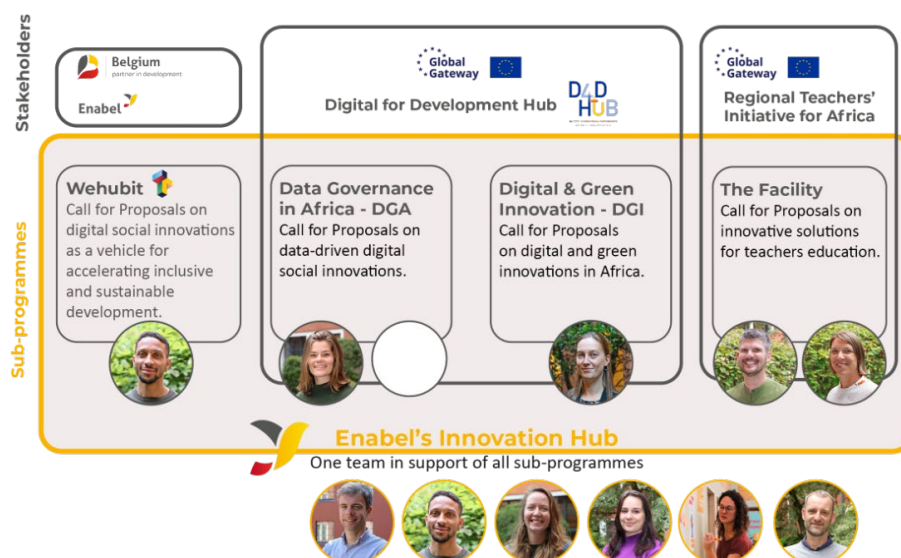
1. Grants & monitoring – a financial investment into the scaling of the social innovations via a grant, linked to monitoring and reporting mechanisms to ensure transparency and accountability;
1. Support & Learning – to strengthen and understand the scaling pathways and processes leading to these results;
3. Knowledge Exchange Network : to learn from peers and experts and share experiences and insights on the scaling processes.

Follow-up on grantees and their projects is organised via quarterly online calls: a technical & financial follow-up call (every 6 months), alternated with a learning call focused on their scaling pathways. Field visits of the Enabel team will be organized based on the specific needs of the grantees and to complement the online calls. Moreover, technical assistance can be provided (both via external experts or internal Enabel experts) to the grantees based on their needs and interests or based on common technical or thematic interests.

The joint learning agenda on scaling social innovations, will be designed within the Knowledge Exchange Network, a voluntary peer-group among the 23 grantees (and potentially the 27 Wehubit alumni). On top of that, the grantees will be invited altogether at least once for a joint learning and training event. This event, the 'bootcamp' will be organised in the second week of April 2025 (7th to 11th of April 2025). In 2026, another or several physical events, will be organized to capitalise on the lessons learned (either per program or altogether).

5.2.2 The Enabel Innovation Hub team

The Enabel Innovation Hub team is based in Enabel's headquarters in Brussels (Rue Haute 147, 1000 Brussels) and consists of a team of 9 people, including a coordinator, an education expert, a data governance expert, an expert in digital and green, a capacity building officer, an innovation officer, a knowledge-management expert, a communication officer and an administrative assistant. They are supported by a financial officer and a Monitoring, Evaluation and Learning Expert. The team is young and dynamic.



The Enabel Innovation Hub has the mandate and the ambition to evolve into the open-innovation flagship instrument of Enabel, dedicated to identifying and supporting social innovations. As of 2025, the Enabel Innovation Hub team will hence start exploring ways to secure new sources of finance in order to grow further into an impactful instrument with clear and demonstrated added-value for (scaling and/or) accelerating social innovations. Currently the Enabel Innovation Hub is focused on the ‘niche’ of scaling social innovations, with a strong focus on scaling digital innovations, using a Human-Rights Based Approach.

5.3 Types of expertise and services requested

The Enabel Innovation Hub wants to build further on its experiences and lessons learnt of the first Wehubit program (2018-2023) in which 27 innovative projects were supported in their scaling journeys through grants, technical and learning support. A final evaluation of this program is available. Currently the team has been relying on existing frameworks like the Principles for Digital Development (PDDs) and the scaling framework of the International Development Innovation Alliance (IDIA) and the team contributed to the OECD DAC Guidance on Scaling Development Outcomes, a guidance document on scaling developed by development agencies under the leadership of the Innovation for Development Facility at the OECD. Enabel is part of the i32 network of the OECD Innovation for Development Alliance and connected to innovation partners and actors in Belgium and abroad.

5.3.1 Objectives and services and tasks requested

No	Objectives	Services and tasks requested
1	Contextualisation and inception	Drafting an inception report based on an inception meeting and the needs and context of the Enabel Innovation Hub with a roadmap and timeline for implementation of the requested services.
2	Action-research on scaling pathways	Action-research based on the scaling potential and scaling pathways of the 23 innovative projects in the Enabel Innovation Hub portfolio:

		using a collaborative and evidence-based learning approach together with the grantees and the Enabel Innovation Hub team. This will include both desk research, online calls and field visits to the projects together with the Enabel team.
3	Coaching projects on scaling approaches and instruments	3 to 5 coaching, training or learning sessions during the Bootcamp in April 2025 (5-day physical event from 7 to 11 April 2025 in Kampala, Uganda).
		3 to 5 coaching, training or learning sessions during the Final Event in 2026 (physical event or multiple events, dates to be confirmed in 2026).
		3 on-line sessions co-organized and co-facilitated for the Knowledge Exchange Network, the peer-learning network of (ex-)grantees of the Enabel Innovation Hub, focused on sustainable scaling mechanisms and instruments (e.g. evidence-based learning approaches, business model innovation, access to finance, institutional dialogue for innovation adoption by public actors, etc.) and opportunities for financial/technical scaling support beyond the Enabel-grant.
4	Supporting and coaching of the Enabel Innovation Hub Team	Supporting the Enabel Innovation Hub with the design and implementation of a research-backed and evidence-based innovation and scaling support approach and offer that stands out in terms of effectiveness, added-value and social return on investment, which includes: (1) a scaling readiness framework with methods and instruments to identify the scaling readiness, scaling potential, optimal and sustainable scale of social innovations; and (2) a learning and support framework with methods and tools for accelerating and supporting the scaling of social innovations
		Coaching of the Enabel Innovation Hub team members on scaling support approaches and tools in order to strengthen the support and learning offer of the Enabel Innovation Hub towards its 23 grantees and projects.

		Drafting a final report with recommendations focused on positioning the Enabel Innovation Hub as a key partner and mechanism
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5.3.2 Deliverables expected

1. Contextualisation and inception

- I. Inception meeting.
- II. Inception report including a roadmap, milestones and timeline for implementation of the requested services.

2. Action-research on scaling pathways

- I. Analysis report and recommendations on the scaling potential of 23 projects.
- II. Analysis report and recommendations on the scaling pathways of 23 projects.

3. Coaching projects on scaling approaches and instruments

- I. 3 to 5 coaching, training or learning sessions during the Bootcamp in April 2025 (5-day physical event from 7 to 11 April 2025 in Kampala, Uganda).
- II. 3 to 5 coaching, training or learning sessions during the Final Event in 2026 (physical event with the 23 projects or multiple smaller events, dates to be confirmed in 2026).
- III. 3 sessions co-organized and facilitated for the Knowledge Exchange Network, the peer-learning network of (ex-)grantees of the Enabel Innovation Hub, focused on sustainable scaling mechanisms and instruments (e.g. evidence-based learning approaches, business model innovation, access to finance, institutional dialogue for innovation adoption by public actors, etc.) and opportunities for financial/technical support beyond the Enabel-grant.

4. Supporting and coaching of the Enabel Innovation Hub Team

- I. A research-backed and evidence-based scaling readiness framework with methods and instruments to identify the scaling readiness, scaling potential, optimal and sustainable scale of social innovations, tailored to the needs of the projects and the context of the Enabel Innovation Hub.
- II. A research-backed and evidence-based learning and support framework with methods and tools for accelerating and supporting the scaling of social innovations, tailored to the needs of the projects and the context of the Enabel Innovation Hub.
- III. 10 days of training and coaching designed to the needs of the Enabel Innovation Hub team members on scaling support approaches and tools in order to strengthen the support and learning offer of the Enabel Innovation Hub towards its 23 grantees and projects.
- IV. Drafting a final report with recommendations focused on positioning the Enabel Innovation Hub as a key partner and mechanism.

5.3.3 Quality Management

The Contractor shall ensure quality management through project implementation. The contractor shall propose a quality management plan tailored to the project needs. The proposal shall outline both quality control and assurance approaches, procedures, processes, quality activities and deliverables to be undertaken throughout the project.

5.3.4 Project management

The contractor shall be expected to strictly adhere to the requirements and deliverables outlined in this Terms of Reference (ToR). The contractor shall propose a well-defined methodology for project implementation. At the start of the assignment, a kick-off meeting will be held in Brussels at the headquarters of Enabel (or hybrid/online). The purpose of this meeting is to discuss with the Contracting Authority the general implementation of the assignment, the work plan and the communication with the project management team. The meeting will also aim at clarifying to the contractor the roles and responsibilities of the Contracting Authority during the implementation. As required, ad hoc meetings and conference calls shall be scheduled and organized by the consultant during the implementation of a given service request. Before each of these meetings/conference calls the consultant shall submit to the Contracting Authority a summary of any specific points that need to be discussed.

Please note that a methodological note and a management plan must be attached to the tender and are part of the award criteria.

5.3.5 Reporting

The contractor shall undertake this assignment under the coordination of the Project Manager of the Enabel Innovation Hub, who will be assisted by the Innovation Officer, Knowledge Management Expert and other team members on technical matters. The Project Manager will be responsible for the approval and acceptance of deliverables, in consultation with the other team members of the Enabel Innovation Hub. The contractor is expected to liaise and meet regularly, as needed, with Enabel. The contractor is responsible for identifying and setting up all meetings and/or relevant documentation needed for the assignment, with support from the Enabel team.

5.4 Human Resources requirements

5.4.1 Selection of the team

The contractor shall be responsible to present a team of key experts that shall cover all contents of this contract. The contractor shall be responsible for selecting a coordinator/team leader and the individual expert out of his pool for delivering the outputs of the specific service requests of the contract.

The team proposed by the contractor should be composed of maximum 7 members :

- One English speaking Coordinator/team leader (maximum 1 team leader);
- One or two bilingual French/English Strategic scaling experts or 1 French speaking expert and 1 English speaking expert (maximum 2 experts);
- One or two bilingual French/English Learning experts or minimum 1 French speaking expert and 1 English speaking expert (maximum 4 experts);

For the awarding of this framework contract, only the proposed experts in the tender will be evaluated.

In order to carry out the missions successfully, the contractor is allowed to work with additional experts (external experts-subcontractors) but these additional expert should be accepted by the contracting authority before starting any mission (see point 4.8.2).

5.4.2 Coordinator/team leader

The contractor shall identify a coordinator/team leader within its organisation who shall represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the terms of reference. Similarly, the Contracting Authority will designate contact persons. All communications and exchange of information between the Contracting Authority and the Contractor during the contract period shall be held in writing or email, in English, and be addressed to the Contractor's single point of contact and to the contact person in the Contracting Authority respectively. The coordinator shall closely collaborate with the Contracting Authority ensuring that the quality of the assignment meets the standards set. In addition, he/she shall safeguard that the requirements as described in this tender are being kept.

5.4.3 Individual Experts

The Contractor shall be responsible for selecting the individual expert(s) for delivering the outputs of the specific activities of the contract. The key individual experts will require all the skills and expertise, as specified in the qualifications section below. However, the Contractor shall be responsible for proposing a larger pool of experts (additional experts) to ensure a complementary team that meets the minimum requirements to fulfil the quality requirements and timely delivery of the services and deliverables.

5.4.3.1 Qualifications of the Team Coordinator/team lead:

- The Project coordinator/Team Lead must possess a master's degree.
- At least **5 years of project management experience** with a proven track record of leading large-scale, complex projects, particularly within the public sector where multi-stakeholder coordination is crucial.
- The role demands exceptional leadership qualities to motivate cross-functional teams, superb communication skills for articulating project goals to a range of stakeholders, and strong analytical abilities to foresee and mitigate project risks.
- The candidate must also excel in stakeholder management, capable of managing high level interactions and ensuring project alignment with strategic objectives and compliance standards.
- The candidate must be fluent in English.

5.4.3.2 Qualifications of the Strategic Scaling Expert – English speaking:

- The Strategic Scaling Expert must possess a master's degree.
- The candidate should provide proof of outstanding expertise on scaling social innovations context with a minimum of **10 years of experience** in strategic consulting or research on scaling social innovations in Africa, with a specific focus on non-for-profit actors (NGOs, research actors and public institutions).
- The candidate should provide proof of being an influential voice in the public debate, via a proven track record of policy papers, strategy documents or articles on scaling social innovations in an African context.
- The candidate should have excellent communication and coaching skills.
- The candidate must also excel in stakeholder management, capable of managing high level interactions and ensuring project alignment with strategic objectives and compliance standards.
- The candidate must be proficient in English.

5.4.3.3 Qualifications of the Strategic Scaling Expert – French speaking:

- The Strategic Scaling Expert must possess a master's degree.
- The candidate should provide proof of outstanding expertise on scaling social innovations context with a minimum of **10 years of experience** in strategic

consulting or research on scaling social innovations in Africa, with a specific focus on non-for-profit actors (NGOs, research actors and public institutions)

- The candidate should provide proof of being an influential voice in the public debate, via a proven track record of policy papers, strategy documents or articles on scaling social innovations in an African context
- The candidate should have excellent communication and coaching skills
- The candidate must also excel in stakeholder management, capable of managing high level interactions and ensuring project alignment with strategic objectives and compliance standards
- The candidate must be proficient in French.

5.4.3.4 Qualifications of the Learning Expert(s) – English speaking:

- The Learning Expert must possess a master's degree.
- A proven track record and minimum **7 years of experience** with iterative and evidence-based learning approaches, like action-research, for social interventions in Africa.
- A proven track record of developing and disseminating impactful learning products, including articles, policy briefs and lessons learnt in engaging and vulgarizing formats.
- The candidate must also excel in stakeholder management, capable of managing high level interactions and ensuring project alignment with strategic objectives and compliance standards.
- Strong analytical skills.
- The candidate must be at least proficient in English.

5.4.3.5 Qualifications of the Learning Expert(s) – French speaking:

- The Learning Expert must possess a master's degree.
- A proven track record and minimum **7 years of experience** with iterative and evidence-based learning approaches, like action-research, for social interventions in Africa.
- A proven track record of developing and disseminating impactful learning products, including articles, policy briefs and lessons learnt in engaging and vulgarizing formats.
- The candidate must also excel in stakeholder management, capable of managing high level interactions and ensuring project alignment with strategic objectives and compliance standards.
- Strong analytical skills.
- The candidate must be at least proficient in French.

5.4.4 Management of the Team

During the implementation of the contract, the contracting authority shall individually assess the performance of the key experts. The contracting authority reserves the right to reject an expert if his/her performance is not satisfactory to the contracting authority. The contractor shall ensure that there is a back-up expert available in the pool. Should the expert become unavailable for more than 2 days for any reason, the back-up expert has to be provided at short notice. The back-up expert shall continue the implementation at the required standards. In case of unavailability of a team member, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender. Efficient communication and sharing of experience must be put in place within the team.

5.4.5 Deployments of the Team

The contractor shall be responsible to present key experts that can cover all contents of this contract and shall know the particulars of the content of the contract and demonstrate expertise to deliver it within the estimated number of working days specified below;

No.	Objectives	Tasks/deliverables	Estimated duration in working days	Expected timeframe
1	Contextualisation and inception	Understanding the context and needs, inception meeting and drafting the inception report	6	Q1 2025
2	Action-research on scaling pathways	Action-Research including desk research and field visits, tailored recommendations per project	230	Q1 2025 – Q3 2026 (Q1 2026 for some projects)
3	Coaching projects on scaling approaches and instruments	Coaching during the Bootcamp (7-11 April 2025)	12	Q2 2025
		Coaching during the final event (or multiple events) in 2026	15	Q1 2026 – Q3 2026
		3 online sessions for the Knowledge Exchange Network	15	Q3 2025 – Q3 2026
4	Supporting and coaching of the Enabel Innovation Hub team	Co-creating a scaling readiness framework and a learning and support framework, including instruments and tools	35	Q1 2025 – Q2 2025
		Coaching of the Enabel Innovation Hub team	15	Q3 2025 – Q3 2026
		Final report with recommendations	10	Q2 2026 – Q4 2026

The total number of working days is estimated at 338 days to be implemented in the period from the start of the contract (Q1 2025) up to the end of 2026, with a specific peak demand at the start of the contract (Q1 and Q2 2025) throughout 2025.

5.4.6 Logistics

Enabel shall provide logistical support to the implementation of the assignment. This may include procurement of venues and facilitation of participants for meetings, etc. The consultant shall pay for all costs that facilitate the execution of the assignment. Some of these may include but not limited to accommodation, transport, meals, airtime, stationary among others. The contractor should also foresee an absolute minimum of 3 visits to Enabel's headquarters in Brussels (Rue Haute 147, 1000 Brussels): for the inception meeting, for the coaching of the Enabel Innovation Hub team and for the presentation of the final report.

Enabel will reimburse for the international flights necessary to fulfil the assignments. The contractor will take in charge all other costs related including meals, accommodation, airtime or other costs related to missions, including the Bootcamp (Kampala) and the final event (location TBD) and the field visits to the 23 supported projects (as far as travel is permitted to these countries according to the Enabel travel policies), these will be concentrated in 14 up to 17 (final selection will be known by the end of 2024) different countries including (but not limited to): Mali, Rwanda, Uganda, Mozambique, Botswana, South Africa, Guinea, Benin, Senegal, Burkina Faso, Ghana, Malawi, Tanzania and Zambia. Enabel shall provide logistical support for local transport during field visits.

6 Forms

6.1 Identification forms

6.1.1 Natural person

I. PERSONAL DATA	
FAMILY NAME(S)①	
FIRST NAME(S)①	
DATE OF BIRTH	
JJ MM YYYY	
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD PASSPORT DRIVING LICENCE② OTHER③	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER④	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION ⑤	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ?	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION
YES NO	CITY COUNTRY
DATE	SIGNATURE

① As indicated on the official document.

② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

③ Failing other identity documents: residence permit or diplomatic passport.

④ See table with corresponding denominations by country.

⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

6.1.2 Legal person entity private/public legal body

OFFICIAL NAME ②			
ABBREVIATION			
MAIN REGISTRATION NUMBER③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

-
- ① **Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).**
 - ② **National denomination and its translation in EN or FR if existing.**
 - ③ **Registration number in the national register of the entity.**

6.1.3 Public law entity

OFFICIAL NAME ^①				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION TYPE	FOR PROFIT			
	NOT FOR PROFIT	NGO ^②	YES	NO
MAIN REGISTRATION NUMBER ^③				
SECONDARY REGISTRATION NUMBER (if applicable)				
PLACE OF MAIN REGISTRATION		CITY		COUNTRY
DATE OF MAIN REGISTRATION		DD	MM	YYYY
VAT NUMBER				
ADDRESS OF HEAD OFFICE				
POSTCODE	P.O. BOX			CITY
COUNTRY				PHONE
E-MAIL				
DATE		STAMP		
SIGNATURE OF AUTHORISED REPRESENTATIVE				

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

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

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

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Subject-matter

6.2 Declaration on honour – exclusion grounds

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.

2. The tenderer has failed to fulfil his obligations to pay taxes or social security contributions 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 business, 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 :
<https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-sexual-exploitation-and-abuse.pdf>;

b) A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019:
<https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-fraud.pdf>

c) A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace ;

d) The tenderer was seriously guilty of misrepresentation or false documents when providing the information required to verify that there are no grounds for exclusion or that selection criteria are satisfied, or concealed 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 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:

<https://finance.belgium.be/en/control-financial-instruments-and-institutions/compliance/financial-sanctions>

Date :

Place :

Signature :

6.3 Tender forms- Prices

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

The unit prices offered for participation to the framework contract are the following, given in euros:

N°	Item	Unit	Expected quantity	Unit price in € excluding VAT	Applicable VAT %	Unit price in EUR incl. VAT
1.	Expert based in Europe (Europe prices)	Person/day	200	€	%	€
2.	Expert in the field (Country prices)	Person/day	138	€	%	€

6.4 GDPR clauses

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

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 Documents to be attached to the tender

The following documents or information must be attached to the tender:

- **The form entitled "Identification forms";**
- **Declaration on honour - exclusion grounds;**
- **The ESPD document(s);**

These three documents must be completed by the tenderer himself, but also by:

- **Where the tender is submitted by a group of economic operators, by each member of the consortium;**
- **By each of the entities whose capacity the tenderer intends to call upon for the performance of the public contract, where applicable (external experts-subcontractors) ;**
- **The statutes, the power of attorney or any other document demonstrating that the person signing the tender submission report is authorised to do so;**
- **The tender forms- Prices;**
- **A list of in-house experts;**
- **Documents and information enabling assessment of the selection and award criteria (CV's, methodological note, plans, etc.).**

Please, note that the supporting documents mentioned in the point 3.6.2 don't have to be attached to the tender but we advise you to already attach them if you have them while submitting your offer. Otherwise, you must be capable of providing the supporting documents (for your company and your subcontractors) within 5 working days of the contracting authority's request.