



Tender Specifications

Services procurement contract for the development of a
practical toolbox decent work

BEL160611T-10123

Table of contents

1	General provisions.....	5
1.1	Derogations from the General Implementing Rules.....	5
1.2	Contracting authority.....	5
1.3	Institutional setting of Enabel.....	5
1.4	Rules governing the procurement contract.....	6
1.5	Definitions.....	7
1.6	Processing of personal data by the contracting authority and confidentiality.....	8
1.6.1	Processing of personal data by the contracting authority.....	8
1.6.2	Confidentiality.....	8
1.7	Deontological obligations	9
1.8	Applicable law and competent courts	10
2	Subject-matter and scope of the procurement contract	11
2.1	Type of procurement contract.....	11
2.2	Subject-matter of the procurement contract	11
2.3	Lots.....	11
2.4	Duration	11
2.5	Items	11
2.6	Variants	12
2.7	Option	12
2.8	Quantity	12
3	Subject-matter and scope of the procurement contract	13
3.1	Award procedure	13
3.2	Semi-official notification	13
3.2.1	Enabel publication	13
3.3	Information	13
3.4	Tender	13
3.4.1	Data to be included in the tender	13
3.4.2	Period the tender is valid	15
3.4.3	Determination of prices	15
3.4.3.1	Elements included in the price.....	15
3.4.4	How to submit tenders?	15
3.4.5	Change or withdrawal of a tender that has already been submitted.....	16
3.4.6	Selection of tenderers.....	16

3.4.6.1	Exclusion grounds	16
3.4.6.2	Selection criteria	Fout! Bladwijzer niet gedefinieerd.
3.4.6.3	Overview of the procedure	17
3.4.6.4	Award criteria.....	17
3.4.6.5	Final score	17
3.4.6.6	Awarding the procurement contract	18
3.4.7	Concluding the procurement contract.....	18
4	Special contractual provisions	19
4.1	Managing official (Art. 11)	19
4.2	Subcontractors (Art. 12 to 15)	19
4.3	Confidentiality (art. 18).....	20
4.4	Protection of personal data	20
4.4.1	Processing of personal data by the contracting authority	20
4.4.2	PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR	20
4.5	Intellectual property (Art. 19 to 23).....	21
4.6	Performance bond (Art. 25 to 33).....	22
4.7	Conformity of performance (Art. 34).....	23
4.8	Changes to the procurement contract (Art. 37 to 38/19)	23
4.8.1	Replacement of the contractor (Art. 38/3)	23
4.8.2	Adjusting the prices (Art. 38/7).....	23
4.8.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)	24
4.8.4	Unforeseen circumstances.....	24
4.9	Preliminary technical acceptance (Art. 42)	24
4.10	Performance modalities (Art. 146 et seq.).....	24
4.10.1	Deadlines and terms (Art. 147)	24
4.10.2	Place where the services must be performed and formalities (Art. 149).....	25
4.11	Inspection of the services (Art. 150).....	25
4.12	Liability of the service provider (Art. 152-153)	25
4.13	Zero tolerance Sexual exploitation and abuse.....	25
4.14	Means of action of the contracting authority (Art. 44-51 and 154-155)	26
4.14.1	Failure of performance (Art. 44)	26
4.14.2	Fines for delay (Art. 46 and 154).....	26
4.14.3	Measures as of right (Art. 47 and 155)	27
4.15	End of the procurement contract	27
4.15.1	Acceptance of the services performed (Art. 64-65 and 156).....	27

4.15.2	Invoicing and payment of services (Art. 66 to 72 – 160)	28
4.16	Litigation (Art. 73)	28
5	Terms of Reference	29
5.1	General information	29
5.1.1	Summary of the request	29
5.1.2	Background Decent Work	29
5.1.3	TVET and Decent Work	30
5.1.4	Needs and challenges	30
5.2	Description of services	31
5.2.1	Objectives and results	31
5.2.2	Proposed work plan	31
5.2.2.1	General review	31
5.2.2.2	Measurement	32
5.2.2.3	“How to”-tools	32
5.2.2.4	Training and support	32
5.2.3	Practicalities	33
5.2.3.1	Follow-up	33
5.2.3.2	Duration	33
5.2.4	Expert profile	33
5.2.4.1	Academic background and expertise	33
5.2.4.2	Professional experience	33
	Essential	33
	Desirable	34
5.2.5	Documents to send	34
5.3	Resources	34
6	Forms	35
6.1	Identification forms	35
6.1.1	Natural person	36
6.1.2	Legal person entity private/public legal body	37
6.1.3	Public law entity	38
6.1.4	Subcontractors	39
6.2	Tender Forms – prices	40
6.3	Declaration on honour – exclusion criteria	41
6.4	Integrity statement for the tenderers	43
6.5	Overview of the documents to be submitted – to be completed exhaustively	44

1 General provisions

1.1 Derogations from the General Implementing Rules

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

These Tender Specifications do not derogate to the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

1.2 Contracting authority

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

For this procurement contract, Enabel is represented by Benoit Piret, coordinator Global Projects and Bartelijne van den Boogert, Vettoolbox team leader who will sign the award letter = ‘mandataries’ and who are mandated to represent the company towards third parties.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

1.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁷;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- local legislation with regards to sexual harassment at the workplace or equivalent
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of

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

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

personal data and on the free movement of such data (General Data Protection Regulation – ‘GDPR’), and repealing Directive 95/46/EC.

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

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

1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: VET Toolbox/ Enabel, represented by Benoit Piret, coordinator Global Projects and Bartelijne van den Boogert, Vettoolbox team leader

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

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

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

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

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

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

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;

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

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

Litigation: Court action.

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

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

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

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

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

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

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

1.6.2 Confidentiality

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

parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

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

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

1.7 Deontological obligations

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

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

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

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

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

1.7.6. The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

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

1.8 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

This procurement contract is a services procurement contract.

2.2 Subject-matter of the procurement contract

This services procurement contract consists in the development of a practical toolbox that can respond to the previous identified needs mentioned in the terms of reference and in conformity with the conditions of these Tender Specifications.

2.3 Lots

This procurement contract is not divided in lots.

2.4 Duration

The assignment is planned to take place during the first semester of 2022 and is estimated at 60 consultancy days.

The final deliverables are expected no later than 01/12/2022.

2.5 Items

The contract is divided into several fixed blocks and several conditional blocks, in accordance with article 57 of the law of June 17, 2016. Although the conclusion of the contract relates to the whole public procurement, it commits the contracting authority only for firm slices. The execution of each conditional slice is subject to a decision by the contracting authority brought to the attention of the service provider according to the procedures provided for in the initial contract documents.

The contract is made up of the following items:

- General review – Conditional block – presumed quantities (man-day/price)
- Measurement – Fixed phase – Global price
- “How to”-tools – Fixed phase – Global price
- Training and support – Conditional block – presumed quantities (man-day/price)
- Additional working days – Conditional block – presumed quantities (man-day/price)

(see also Part 5”terms of reference”)

These positions will be grouped together and form a single contract. It is not possible to bid for one or more items and the bidder is required to submit prices for all items in the contract.

2.6 Variants

Variants are not permitted.

2.7 Option

There is no possibility to introduce required and authorized options.

Free options are not allowed.

2.8 Quantity

In conformity with article 2.4 “items” of these specifications, where the contracting authority demonstrates the necessity thereof, it may slice or package a procurement contract in one or more fixed blocks and in one or more conditional blocks. Though contract conclusion pertains to the whole of the procurement contract, it only binds the contracting authority for the fixed blocks. The performance of each conditional block depends on a decision by the contracting authority of which the contractor is notified in accordance with the modalities given in the initial procurement documents. The performance of the conditional block may not change the global nature of the contract.

Quantities are estimated and will be determined in order forms. The presumed quantities in the terms of reference are given for information purposes only.

3 Subject-matter and scope of the procurement contract

3.1 Award procedure

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

3.2 Semi-official notification

3.2.1 Enabel publication

This procurement contract is published on the Enabel website (www.enabel.be).

The translation of these specification can be provided on demand.

3.3 Information

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

Up to **10 (ten)** calendar days before the final date of submission of tenders, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to Lucas Vangeel (lucas.vangeel@enabel.be) and they will be answered in the order received.

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

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

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

3.4 Tender

3.4.1 Data to be included in the tender

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

The forms to be used are:

- Form 6.1 - Identification of the tenderer
- Form 6.1.4 - List of subcontractors
- Form 6.2 – Tender form
- Form 6.3 – Declaration on honour
- Form 6.4 - Integrity Statement of the tenderers.

The tenderer also attaches the following to his tender:

All documents demanded regarding award criteria (see point 3.4.6.3)

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

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

- Form 6.1 - Identification of the tenderer
- Form 6.3 – Declaration on honour
- Form 6.4 - Integrity Statement of the tenderers
- The statutes and any other document required to establish the power of attorney of the signer(s)
- The association agreement signed by each participant, clearly showing who represents the association.

The following information will be included in the tender:

- The name, first name, capacity or profession, nationality and domicile of the tenderer 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, where applicable, its enterprise number;
- The lump-sum unit price / the lump-sum unit prices in words and figures (excluding VAT)
- The VAT percentage
- The name of the person or persons, depending on the case, who has or have a mandate (power of attorney) for signing the tender
- The function of the person or persons, depending on the case, who signs/sign the tender
- The number and name of the account opened with a financial institute on which payment under the public contract must be made
- The full registration number of the tenderer with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) for Belgian tenderers or with an equivalent institution for foreign tenderers
- Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.

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

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

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

3.4.2 Period the tender is valid

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

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

3.4.3 Determination of prices

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

This procurement contract is a mixed contract, meaning that the prices are fixed according to several of the modes described above:

- For the fixed blocks: a lump sum contract, meaning a contract in which a flat rate price covers the whole performance of the contract
- For the conditional blocks: a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

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

3.4.3.1 Elements included in the price

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

The delivery of documents or of pieces related to the performance;

The packaging;

Training required for operation;

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

Customs and excise duties for equipment and products used;

3.4.4 How to submit tenders?

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

The tenderer submits his tender as follows:

- The original tender has to be submitted electronically exclusively to: lucas.vangeel@enabel.be, copying the mailbox procurement@enabel.be, in pdf format or equivalent. An acknowledgement of receipt will be sent to you.

The tenderer must not sign the tender and its annexes individually. The documents are signed **globally** by affixing a manuscript **signature to the tender form**.

Tenders that will be received in any other way or that will be sent to other recipients will not be considered.

Tenders have to be received on 25/04/2022 at 14:00 GMT+1 at the latest.
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Any tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted.

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

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

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

The withdrawal must be communicated via the same means as for the submission of the tender (cfr chapter 3.4.4).

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

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

The withdrawal must be pure and simple.

3.4.6 Selection of tenderers

3.4.6.1 Exclusion grounds

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

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

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

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

The following documents will be requested:

- 1) An **extract from the criminal record** 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 contributions**, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.
- 3) The document certifying that the tenderer is in order with the **payment of levies and taxes**, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

The above-mentioned documents are to be recent; recent means they are established less than six months before the tender submission deadline.

For the Belgian tenderers, the contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents. The contracting authority will itself verify the situation of the tenderer for points 2 and 3 via the Telemarc system.

3.4.6.2 Overview of the procedure

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

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

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. Maximum 3 tenderers may be included in the shortlist.

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

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.

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

3.4.6.3 Award criteria

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

- The quality / technical value 30% Understanding of the mission and terms of reference and detailed methodology (Max 5 pages) the proposed calendar for the mission per block (max 1 page);
- The organization, qualifications and experience of the consultant assigned to the performance of the contract: 40% Proof of a similar missions.(See requested profile in terms of reference)
- Price 30%: Evaluation method: Rule of three. $\text{Score} = (\text{lowest bid price} / \text{bid price}) * 30$

3.4.6.4 Final score

The scores for the award criteria will be added up. The procurement contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that

the Declaration on honour corresponds with reality.

3.4.6.5 Awarding the procurement contract

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

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

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

3.4.7 Concluding the procurement contract

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

Notification is done via e-mail and, on the same day, by registered post.

The documents governing the contract are:

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

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

4 Special contractual provisions

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

These Tender Specifications derogate from Article(s) 26 of the GIR.

4.1 Managing official (Art. 11)

The managing official is **Mrs Charlotte Vanstallen**, Project Officer Inclusive Growth and Reduction of Inequalities, e-mail: charlotte.vanstallen@enabel.be.

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

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

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

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

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

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal

data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole

purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

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

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

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

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

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

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

The contracting authority lists the exploitation modes for which it intends to obtain a licence

in the procurement documents.

4.6 Performance bond (Art. 25 to 33)

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

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

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

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

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

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

1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office Fill out the form https://finances.belgium.be/sites/default/files/O1_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcdck@minfin.fed.be

After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;

4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

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

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

2° a debit notice issued by the credit institution or the insurance company; or

- 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or
- 4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or
- 5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

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

The contractor's demand to proceed to final acceptance equals a request to release the complete performance bond.

4.7 Conformity of performance (Art. 34)

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

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

4.8.1 Replacement of the contractor (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

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

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

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

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

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

4.8.4 Unforeseen circumstances

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

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

4.9 Preliminary technical acceptance (Art. 42)

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

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services must be performed within a period that is to be expressed in calendar days per block, which the tenderer shall mention in his tender. This period starts as from the day following the date on which the service provider received the contract conclusion notification letter. Since the performance period is an award criterion, not including it in the tender will bring about the substantial irregularity of the tender. All days are indistinguishably included in the period.

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

Tender Specifications Toolbox decent work (BEL160611T-10123)

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

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

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

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

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

The services can be performed remotely.

4.11 Inspection of the services (Art. 150)

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

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

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

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

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

4.13 Zero tolerance Sexual exploitation and abuse

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

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

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

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

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

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

4.14.1 Failure of performance (Art. 44)

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

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

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

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

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

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

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

4.14.2 Fines for delay (Art. 46 and 154)

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

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

performance of the procurement contract.

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

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

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

§2 The measures as of right are:

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

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

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

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

4.15 End of the procurement contract

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

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

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

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

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

The acceptance specified above is final.

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

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

Invoice(s) will be submitted to
HQ Enabel (Project VET toolbox)
Ms. Trijn Gesquiere
Rue Haute 147
1000 Brussels

Only services that have been performed correctly may be invoiced.

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

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

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

The invoice must be in EUROS.

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

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

Payments may be made in instalments (progress payments):

- After each block an invoice can be submitted

4.16 Litigation (Art. 73)

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

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

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

Enabel, public-law company
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Mrs Inge Janssens
rue Haute 147
1000 Brussels
Belgium

5 Terms of Reference

5.1 General information

The VET toolbox project is co-funded by the EU and delivered through an implementation partnership consisting of Enabel (Belgium), British Council (United Kingdom), GIZ (Germany), LuxDev (Luxembourg) and Agence Française de Développement (France) as a silent partner.

5.1.1 Summary of the request

The objective is to develop a **practical toolbox on Decent Work adapted to low-income and fragile contexts**. Whilst this assignment will be carried by the VET Toolbox, at the initiative of Enabel, the purpose and user base of the toolbox have the potential to extend well beyond its scope. The terms of reference provide some background information on key concepts and needs before zooming into the specific assignment. It will highlight the expertise required, as well as modalities and resources envisioned.

5.1.2 Background Decent Work

The concept of Decent work has raised significant international attention. According to the World Bank (2019), rising labour incomes directly accounted for about 40% of the drop in poverty worldwide over the past 10 years. Meanwhile there is a growing consensus that jobs have a bigger role to play than just providing a fair income.

First launched in 1999, ILO's Decent Work Agenda has become the leading international normative framework. It claims that decent work should deliver a productive and fair income, safety and security, social protection, better prospects and opportunities for workers to participate in decisions that affect their lives. Thereby, ILO has structured its approach to decent work around 4 pillars: (1) decent job creation (2), rights at work (3), social protection of workers, and (4) social dialogue.

These pillars became integral components of the new 2030 Agenda for Sustainable Development. As a matter of fact, Decent Work is put to the forefront as key driver of inclusive sustainable development. In SDG terms, it comes down to contributing to SDG1 on 'no poverty', in particular target 1.3 'social protection systems for all'; and SDG 8 "decent work and economic growth", particularly targets 8.5 'full and productive employment and decent work' and 8.8 'protection of labour rights'.

Furthermore, Decent Work strategies are critical in the context of international cooperation and fragile states that are excessively hit by COVID-19 and climate impacts. They are needed for addressing structural distortions in the labour market, ensuring individual and societal well-being and contribute to improved living conditions, poverty reduction and social cohesion within the Global South.

Progressing on ILO's Agenda on Decent Work is key to many development agencies and their respective partners. In order to take the reflection forward, to foster a common understanding, and to guide internal action, Enabel, in collaboration with HIVA, developed a concept note on Decent Work in June 2021. The concept note develops a strategic approach based on the leading international framework: the ILO's 2030 agenda and its 4 pillars of Decent Work: Promoting jobs and enterprise, guaranteeing rights at work, extending social protection and promoting social dialogue. Enabel has complemented this with a fifth pillar to recognize the need to safeguard decent work principles in internal operations and awareness raising.

5.1.3 TVET and Decent Work

A lot of countries are confronting a crisis in youth employment and Technical and Vocational Education and Training (TVET) is a key solution to better prepare young people for a productive life and to promote sustained and high growth in countries. It provides youth with knowledge and skills for employment, and as such cannot be separated from Decent Work considerations. TVET grows the talents that attract investment flows and drive innovation and can eventually result in fruitful economic growth. However, if the basis for an accommodating labour market with decent work opportunities is not present, youth have limited prospects after training. Efforts for creating new jobs in the formal economy, enhancing the decency of jobs in both the formal and informal economy, and promoting an enabling business environment for self-employment are needed to accommodate for this young skilled workforce.

On the other hand, creating jobs and an enabling business environment on the demand side offer no benefit if these vacancies cannot be filled by a skilled and productive labour force. Demand-driven TVET is required in order to align education and training better with needs that arise from the labour market.

Integrating TVET programs and insights in the broader concept of Decent Work with a holistic toolbox - that covers all inseparable, interrelated and mutually supportive aspects of Decent Work - can help practitioners achieve better synergies and more sustainable results in both formal and informal contexts.

5.1.4 Needs and challenges

There is a lot of literature on the concept and theory behind Decent Work. The open question is what governments and development partners can practically do to facilitate the creation of productive employment and decent work in the Global South. The ILO has developed many generic high-quality trainings and practical tools and guidelines. However, these tools are not always fully tailored to the highly variable, informal and fragile contexts practitioners and development partners are operating in.

A first needs-assessment was conducted among Enabel national international field staff and resulted in high number of content-specific questions (see annex), which is an important indication of the relevance of the topic and the initiative.

- What are **practical and concrete tools** to design and integrate DW in current and future projects?
- What **hypothesis of impact** could be included in the design: under what conditions can effects of DW in employment and TVET be expected?
- How can DW be **measured** (baselines, progress and results) and monitored via standards and tools?
- What are quantitative **criteria/indicators** and how to perform a qualitative impact assessment?
- What **modalities** can be used to take action on DW?
- What good practices exist (externally and internally)?
- What are achievements and **core competencies** of other development partners in relation to DW?
- What **flexible guidelines** taking into account differences in context and level of progress exist?
- How to balance and engage with private sector (financing) and government for DW?
- How to build more on **synergies and complementarities** with other programs and partners?

- How to identify and collaborate with **local actors and key stakeholders** for more impact?

5.2 Description of services

5.2.1 Objectives and results

In the framework of the VET Toolbox, Enabel is looking for a consultant for the development of a practical toolbox that can respond to the previous identified needs.

The **general objective** is “To empower practitioners in development cooperation and international partnerships for driving effective Decent Work improvements in partner countries”.

The **specific objective** is “To provide practitioners working on TVET and youth employment with practical insights, concrete guidelines and learning opportunities for designing and measuring effective activities for Decent Work in low-income countries in Africa and the Middle-East”.

This assignment would envision 4 key expected results:

- **General review:** Practitioners are aware and educated on theory and best practices
- **Measurement:** Practitioners are empowered to measure baseline, progress, and results
- **“How-to” tools:** Practitioners are empowered to effectively design and integrate DW in programs
- **Training and support:** Practitioners learn more through training and exchange (optional)

Concretely this translates in the following activities and expected deliverables. Action areas 1 to 3 are mandatory, action area 4 is optional depending on the identified scope of the assignment.

5.2.2 Proposed work plan

5.2.2.1 General review

Task 1. Review a sample of activities and strategies of VET Toolbox partners and propose improvements.

Task 2. Perform wider analysis of best practices, tools, and strategies in Decent Work (DW), targeting both French and English-speaking countries in Africa and Middle East.

Task 3. Identify and analyse challenges faced by practitioners when addressing Decent Work and propose first design and content for the Toolbox on Decent Work to cover the identified needs.

Deliverables:

- (1) Specific recommendations for VET Toolbox partners
- (2) Activity and competency map of key practitioners (*can be limited to VET Toolbox partners*)
- (3) Toolbox design and description of envisioned content

A Written report with proposed design and format of Toolbox

Max. 5 pages (recto & verso)

5.2.2.2 Measurement

Task 1. Develop an assessment tool for practitioners to measure the baseline, progress, and results on DW.

Task 2. Investigate activities (see static map) and status of DW in selected priority partner countries.

Task 3. Identify and update existing databases or integrate them in a new platform to reflect the status and best-practices of key practitioners.

Deliverables:

- (1) Self-assessment tool for measuring Decent Work
- (2) Updated database with status and best-practices

Digital Tool format*

5.2.2.3 “How to”-tools

Task 1. Bundle key resources on DW practices for development cooperation in the Global South.

Task 2. Develop a practitioners guide with key actions, indicators and illustrations per pillar (+ Q&A) allowing to take steps towards decent work in each of the pillars.

Task 3. Investigate roles and relations of key international and local private and public actors and partnership opportunities.

Deliverables:

- (1) Database with main resources
- (2) Practical guide on Decent Work
- (3) Mapping of key international and local stakeholders

- (1) List of key links to papers/literature/databases to include on our Decent Work Intranet Page
- (2) A written booklet or digital tool* (the ILO toolbox counts 100 pages, but we would recommend to go for a digital tool or a booklet that is concise and easy to navigate through (max. 50 pages)
- (3) Visual stakeholder map (including position/function, level of interest/power and engagement plans). The design and level of detail is open for discussion

5.2.2.4 Training and support

Task 1. Identify, adapt or develop a training module for cooperation staff adapted to fragile contexts.

Task 2. Link practitioners and experts via exchange platform for support and sharing of best-practices.

Task 3. Provide support on the use of the Decent Work Toolbox to VET Toolbox partners.

Deliverables:

- (1) Training module for development actors
- (2) External platform
- (3) Backstopping support

- (1) The training can also be a workshop or extended presentation of the toolbox
- (2) identification of an external platform and linking it to a digital platform
- (3) Required ad-hoc requests / support for testing or application of the tool

***All digital tools can become part of an integrated platform (new standalone or integrated on existing platform like Intranet).**

5.2.3 Practicalities

5.2.3.1 Follow-up

A focal point at Enabel will take the lead in coordinating this assignment with the support of an active **coordination group** open to Liaison Officers from the VET Toolbox. Besides, a **reference group** with a broader participation of interested partners and/or stakeholders will be closely involved during the assignment. Finally, close collaboration with **ILO** will be sought to capitalize on international experience and find synergies with existing tools.

- Request for suggested expert profiles within ILO's network.
- Invitation to be part of reference group to provide feedback and benefit from outcomes.
- Active search for synergies with existing materials, rather than new stand-alone outputs.

5.2.3.2 Duration

The assignment is planned to take place during the first semester of 2022 and is estimated at 60 consultancy days.

The final deliverables are expected no later than 01/12/2022.

5.2.4 Expert profile

The assignment is open to an individual consultant or a team of consultants that is/are expected to have the following key qualifications and experience (as a team, not necessarily as an individual):

5.2.4.1 Academic background and expertise

- Min university master's degree
- Advanced level of English, proficiency in French, Dutch is a plus

5.2.4.2 Professional experience

Essential

- Strong knowledge of development policies and the international landscape
- Min 5 years of relevant experience working on improving Decent Work conditions in fragile contexts

- Experience working in Africa and/or Middle-East or in relation with African contexts
 - Experience in engaging with institutional actors on advancing the ILO agenda
 - Experience in engaging with ILO for advancing the ILO agenda
- Proven experience in developing a toolbox with guidelines and/or trainings on relevant matters
- Experience in organizational assessments and/or competency building of development actors
- Strong knowledge of the conceptual development of evaluation methods and data collection tools

Desirable

- Work experience at ILO or directly related to advancing its agenda in fragile contexts
- Experience in database management and digital platforms
- Experience related to pillar 1
 - Experience in TVET & Employment
 - Experience in labour market policy, job integration and private sector development
- Experience related to pillar 2
 - Experience in labour law and policy
- Experience related to pillar 3
 - Experience in social protection and sensitization
- Experience related to pillar 4
 - Experience working with tripartite actors (for stimulating social dialogue)

5.2.5 Documents to send

- Curriculum Vitae (CV)
- Understanding of the Terms of Reference
- Detailed proposed methodology (including roadmap)
- Financial Offer
- References

5.3 Resources

- Internal documents from practitioners
 - Strategies and tools on Decent Work
 - Access to database of activities
 - Other relevant documents
- Contacts of focal point, coordination group and reference group
- Contacts of other relevant staff members

6 Forms

6.1 Identification forms

6.1.1 Natural person

To fill the form, please click here :
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

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 CITY COUNTRY
YES NO	
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

To fill the form, please click here :

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>

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

To fill the form, please click here :

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3>

OFFICIAL NAME ①			
BUSINESS NAME (if different)			
ABREVIATION			
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	Object

6.2 Tender Forms – prices

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

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

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

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

N°	Description	Unit	Qty	Unit price in EUR excl. VAT	Total price	VAT
1	General review	Man-day	10		EUR	%
2	Measurement	Global price	1	NA	EUR	%
3	“How to”- tools	Global price	1	NA	EUR	%
4	Training and support	Man-day	10		EUR	%
5	Additional working day	Man-day	10		EUR	%
				Total* excl. VAT:		
				Total* incl. VAT:		

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

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

In order to correctly compare the tenders, the duly signed information or documents mentioned below must be attached to the tender.

Certified true and sincere,

DATE :	
AUTHORIZED SIGNATURE: HAND WRITTEN	

6.3 Declaration on honour – exclusion criteria

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

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

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

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

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

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

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2

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

.....

Place, date

6.4 Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

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

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

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

.....

Place, date

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

The correctly completed and signed identification form (see 6.1) (for each participant when the offer is submitted by a group of economic operators);

The declaration on honour – exclusion criteria, correctly completed and signed (see 6.3) (for each participant when the offer is submitted by a group of economic operators);

The declaration of integrity, correctly completed and signed (see 6.4) (for each participant when the offer is submitted by a group of economic operators);

Documents relating to the award criteria:

- Understanding of the mission and terms of reference and detailed methodology (Max 5 pages) the proposed calendar for the mission per block (max 1 page);
- Proof of a similar assignment + CV of the expert;
- Calendar and availability;
- Tender form – Price, correctly completed and signed by each participant when the tender is submitted by a group of economic operators) (see 6.2);

A document detailing the prices mentioned in the Tender form – Price, so that the contracting authority can clearly understand the elements included in the price.

When the tender is signed by an authorized representative, it clearly mentions the mandator(s). The authorized representative attaches the authentic electronic act or under private seal granting representation, or a scanned copy of the power of attorney (for each participant when the offer is submitted by a group of economic operators). It refers, where applicable, to the number of the appendix in the Belgian Official Gazette where the act was published, mentioning the page(s) and/or the parts concerned;

When the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly indicating the representative of the association;