



Tender Specifications

Services procurement contract for the Mid-term
Review for the AU-EU D4D Hub project

Negotiated Procedure without Prior Publication

External reference: BEL20005-10047

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	8
1.8	Applicable law and competent courts	9
2	Subject-matter and scope of the procurement contract	10
2.1	Type of procurement contract.....	10
2.2	Subject-matter of the procurement contract	10
2.3	Lots.....	10
2.4	Items	10
2.5	Term of the procurement contract.....	10
2.6	Variants	10
2.7	Option	11
2.8	Quantity	11
3	Subject-matter and scope of the procurement contract	12
3.1	Award procedure	12
3.2	Semi-official notification	12
3.2.1	Enabel publication	12
3.3	Information	12
3.4	Tender	12
3.4.1	Data to be included in the tender	12
3.4.2	Period the tender is valid	13
3.4.3	Determination of prices	14
3.4.3.1	Elements included in the price.....	14
3.4.4	How to submit tenders?	14
3.4.5	Change or withdrawal of a tender that has already been submitted.....	15
3.4.6	Selection of tenderers.....	15

3.4.6.1	Exclusion grounds	15
3.4.6.2	Overview of the procedure	15
3.4.6.3	Award criteria.....	16
3.4.6.4	Final score	16
3.4.6.5	Awarding the procurement contract	16
3.4.7	Concluding the contract.....	17
3.4.7.1	Concluding the public contract	17
4	Special contractual provisions	18
4.1	Managing official (Art. 11)	18
4.2	Subcontractors (Art. 12 to 15)	18
4.3	Confidentiality (art. 18).....	19
4.4	Protection of personal data	19
4.4.1	Processing of personal data by the contracting authority.....	19
4.4.2	Processing of personal data by a subcontractor.....	19
4.5	Intellectual property (Art. 19 to 23).....	20
4.6	Performance bond (Art. 25 to 33).....	20
4.7	Conformity of performance (Art. 34).....	21
4.8	Changes to the procurement contract (Art. 37 to 38/19)	21
4.8.1	Replacement of the contractor (Art. 38/3)	21
4.8.2	Adjusting the prices (Art. 38/7).....	21
4.8.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)	21
4.8.4	Unforeseen circumstances.....	22
4.9	Preliminary technical acceptance (Art. 42)	22
4.10	Performance modalities (Art. 146 et seq.).....	22
4.10.1	Deadlines and terms (Art. 147)	22
4.11	Inspection of the services (Art. 150)	22
4.12	Liability of the service provider (Art. 152-153)	22
4.13	Zero tolerance Sexual exploitation and abuse.....	22
4.14	Means of action of the contracting authority (Art. 44-51 and 154-155)	22
4.14.1	Failure of performance (Art. 44)	23
4.14.2	Fines for delay (Art. 46 and 154).....	23
4.14.3	Measures as of right (Art. 47 and 155)	23
4.15	End of the procurement contract	24
4.15.1	Acceptance of the services performed (Art. 64-65 and 156).....	24
4.15.2	Invoicing and payment of services (Art. 66 to 72 – 160)	24

4.16	Litigation (Art. 73)	25
5	Terms of Reference	26
5.1	Context	26
5.1.1	Concept	26
5.1.2	Project objectives	27
5.2	Objectives	28
5.3	Evaluation questions	29
5.3.1	Framework	29
5.3.2	OECD-DAC	29
5.3.3	Specific questions	30
5.4	Methodology	30
5.4.1	Available sources	31
5.4.1.1	Entities	31
5.4.1.2	Documentation	32
5.4.2	Approach	32
5.4.3	Quality assurance	32
5.5	Users	33
5.6	Organisation	33
5.6.1	Management and steering of the MTR	33
5.6.2	Evaluation Team	33
5.6.3	Envisaged timeline and deliverables	34
5.7	Annexes	35
6	Forms	36
6.1	Identification forms	36
6.1.1	Natural person	36
6.1.2	Legal person entity private/public legal body	38
6.1.3	Public law entity	39
6.1.4	Subcontractors	40
6.2	Tender Forms – prices	2
6.3	Declaration on honour – exclusion criteria	2
6.4	Integrity statement for the tenderers	4
6.5	Documents to be submitted – exhaustive list	5

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 from 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 public contract, Enabel is represented by Jean Van Wetter, Managing director, and Danny Verspreet, Finance & IT director.

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

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

Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

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

1.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁷;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement contracts.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – '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. ;

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

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

1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: Enabel;

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

The general objective of the assignment is to conduct a mid-term review (MTR) of the AU-EU D4D Hub project.

The three specific objectives of the MTR are to:

- Assess the current implementation of the AU-EU D4D Hub project by Enabel (the Organisation) and the implementing partners (AFD, Expertise France, GIZ, LuxDev, MFA Estonia, eGa and ITL), taking into account strategic/operational challenges and opportunities since December 2020; (SO1)
- Assess to what extent and how the AU-EU D4D Hub project, as a newly developed initiative based on Team Europe collaboration, has so far proven to be of added value for human-centric, inclusive and sustainable digital transformation in Africa; (SO2)
- Based on the project's current state of play and considering its contribution to and links with the EU's broader strategic objectives for (digital) cooperation, provide strategic recommendations in terms of the possible project's next phase (post December 2023). (SO3)

2.3 Lots

The present tender is not divided in lots.

2.4 Items

The procurement contract consists in the mid-term review for the AU-EU D4D Hub project.

(For more details, please refer to Chapter 5 - Terms of Reference)

The tenderer is to quote the price for the following item:

- Mid-term review : Lump sum

2.5 Term of the procurement contract

The procurement contract starts upon award notification and expires after acceptance of all the services in accordance with the Terms of Reference and the offer that may have been adapted during the negotiations.

The contract resulting from the award of this public procurement will be concluded for at most nine (9) months (see also point 4.10.1)

2.6 Variants

Required and authorised variants may not be submitted.

Free variants are not permitted.

Each tenderer may submit only one tender. Variants are forbidden.

2.7 Option

Required and authorised options may not be submitted.

Free options are not permitted.

2.8 Quantity

The item is lumpsum-based.

3 Subject-matter and scope of the procurement contract

3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 42, §1, °1, a) 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).

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 **7 (seven)** 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 M^r 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.

In accordance with Article 81 of the Royal Decree of 18 April 2017, 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 annex. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The 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 (see also Chapter 6.5) :

- All documents demanded regarding award criteria (see Chapter 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 contract is a lump-sum price contract, i.e. a contract in which the global price is a flat rate that covers the whole performance of the contract or each to the items of the inventory.

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;

Acceptance costs.

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.

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 18/07/2022 at 14:00 GMT+1 at the latest.
--

Any tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted⁹.

Art. 83 of the Royal Decree Award

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 signing the declaration on honour (see point 6.3), 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 Télémarc 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.

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.

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

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

3.4.6.3 Award criteria

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

- **Quality of the proposal** (35 points) including the proposed approach including an evaluation matrix presenting the proposed methodology (cfr chapt 5.4), schedule and availability of the team;
- **Quality of the portfolio, proposed profiles and candidate's experiences**, (30 points) – Demonstrated experiences shared through portfolio and company/team profiles (incl. Qualifications or areas of expertise - cfr 5.6.2)
- **Pricing of the offer** (35 points)

The score for this criterion will be calculated as follows:

$$\frac{\text{Lowest tender price}}{\text{Price of the tender}} \times 35$$

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 contract

3.4.7.1 Concluding the public 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.

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

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

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

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.

4.1 Managing official (Art. 11)

The managing official is Ms Paola Cervo, e-mail: paola.cervo@enabel.be.

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

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

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

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

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.2 Subcontractors (Art. 12 to 15)

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).

4.5 Intellectual property (Art. 19 to 23)

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

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

4.6 Performance bond (Art. 25 to 33)

For this procurement contract no performance bond is required.

4.7 Conformity of performance (Art. 34)

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

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

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 18 weeks as from the day of the kick-off meeting (see also point 2.5).

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.

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

4.14.2 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 regie of all or part of the non-performed procurement contract;

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

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

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:

Ms Paola Cervo

Enabel

Rue Haute 147,

1000 Brussels

e-mail: paola.cervo@enabel.be

CC: mailbox.accounting@enabel.be

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.

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.

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 Context

5.1.1 Concept

The **African Union – European Union D4D Hub Project** (or, **AU-EU D4D Hub Project**) supports African institutions to create an enabling environment for an inclusive digital transformation. The AU-EU D4D Hub provides demand-driven technical assistance, promotes knowledge sharing, and facilitates dialogues. Service and activities are clustered in three complementary components or Intervention Areas. The project's objectives are listed in the chapter below.

The AU-EU D4D Hub is a flagship Team Europe project. It was officially launched on the 8th of December 2020 as a Team Europe “strategic tool to advance multi-stakeholder dialogue, joint partnerships and investments in the African digital economy”¹⁰.

The AU-EU D4D Hub is part of the D4D Hub and its Africa Branch. The D4D Hub is key instrument to foster a multi-stakeholder Team Europe¹¹ approach, in implementing the Digital for Development agenda. Diverse stakeholder groups are coming together for a joint action: European Member States and implementing agencies, the EU Commission, the European Investment Bank and European financial institutions, civil society organisations, academia and private sector partners. Twelve EU Member States¹² have so far joined the D4D Hub; their engagement is framed by a joint [letter of intent](#) endorsed in December 2020.

The D4D Hub aims to make Europe a key partner and a global role model for human-centric digital transformation. It fosters the Team Europe approach in digital partnerships and boost joint investments between Europe and partner countries. This contributes towards the achievement of the 2030 Agenda and its SDGs, reducing the digital divides, including the gender digital divide, promoting human rights in the cyber sphere and leveraging digital innovation for inclusive and green sustainable development.

The D4D Hub is defined as an informal coordination mechanism of the EU, its Member States, stakeholders and partners. It is composed by a Global D4D Hub and by regional branches, which ensure the establishment of strategic partnerships between European and local stakeholders in key regions (i.e. Africa, Latin America and the Caribbean, Asia-Pacific, and Eastern Neighbourhood).

¹⁰ https://ec.europa.eu/commission/presscorner/detail/en/ip_20_2321

¹¹ Team Europe consists of the European Union, the EU Member States, including their implementing agencies and public development banks, as well as the European Investment Bank (EIB) and the European Bank for Reconstruction and Development (EBRD).

Team Europe was born out of the extraordinary conditions created in 2020 by the Covid-19 pandemic, as a united European response to the major needs emerging in the partner countries. Its purpose is now extended beyond the corona crisis.

In a changing geopolitical context, Team Europe is about establishing a leading role on the global stage, protecting EU interests and promoting EU values. Team Europe is also about branding EU interventions and creating more visibility. The Team Europe approach stands for impact, innovation and overall coherence. But most of all, Team Europe is about pulling resources together and better coordinating, to ensure that collectively the Team Europe actors achieve the greatest sustainable impact and transformational change (EU, 2021).

¹² Members of the D4D Hub, so far: Belgium, Germany, Estonia, France, Luxembourg, Finland, Lithuania, the Netherlands, Portugal, Slovenia, Spain, Sweden, European Commission, European Investment Bank.

5.1.2 Project objectives

The **overall objective** of the project is to contribute to closing the digital divide and leveraging digital innovations for inclusive sustainable development in Africa.

The **specific objective** is to strengthen African national and regional partners' capability to identify and implement priority actions in response to digitalisation challenges.

The envisaged outcomes of the AU-EU D4D Hub Project are:

- I. improved access to broadband internet and digital technologies across the continent,
- II. enhanced use of digital technologies particularly for youth, women, vulnerable people, etc.,
- III. leveraged digital solutions for inclusive, sustainable and green growth, and
- IV. improved social services through innovation and digitalisation.

The project is implemented through three complementary components, or "Intervention Areas" (IA) coordinated by one implementing partner and described hereafter.

- ✓ **IA I: technical support and capacity building to national and/or regional stakeholders.**

On-demand support will be provided so to accelerate the identification of digital transformation plans and support the implementation of priority actions to respond to digitalisation challenges. Interventions and support will be tailored to partners' needs and co-designed with them.

- ✓ **IA II: knowledge sharing to disseminate lessons learned and build on best practices.**

Activities will facilitate knowledge sharing regarding digitalisation and the digital economy, to disseminate lessons learned and build on best practices.

- ✓ **IA III: facilitating inter-African and African-EU partnerships for increased collaboration and policy dialogue.**

Structured digital dialogues between the EU, the AU, African and European governments, as well as private sector, financial institutions, civil society, academia, and international organisations, will stimulate digital partnerships across the two continents.

To achieve the envisaged outputs under each Intervention Area, a list of key activities has been established, which is however indicative and may change over the project cycle.

The implementation of the project is supported by a **Project Management Unit (PMU)**, currently composed of 7 experts from EU MS and implementing agencies and coordinated by Enabel.

The **Operational Steering Committee (OSC)** provides overall guidance on the project's activities. It is composed of Focal Points representing Enabel, AFD, Expertise France, GIZ, LuxDev, MFA Estonia and the European Commission (DG INTPA). The MFA Estonia represents also eGA and ITL.

Contractual information

The AU-EU D4D Hub Project (hereafter, “the project”) is a multi-donor action co-financed by the European Union, Enabel, the Agence Française de Développement (AFD), the German Federal Ministry for Economic Cooperation and Development (BMZ), the Luxembourgish Directorate for Development Cooperation and Humanitarian Affairs of the Ministry of Foreign and European Affairs, and the Ministry of Foreign Affairs (MFA) of Estonia.

The contractual framework is defined by the Multi-Partner Contribution Agreement (MPCA) no. DCI-PANAF/2020/420-415 that was signed by the EU, Enabel, AFD, LuxDev and GIZ on the 9th of July 2021.

The involvement in the implementation of the project of the MFA Estonia, eGA, ITL on one side, and Expertise France on the other side, is formalised through specific contractual agreements with Enabel and AFD respectively.

The project’s activities commenced on 07/12/2020 and are set to end on 06/12/2023 (36 months of implementation).

The total budget of this project is EUR 8.974.223, of which maximum EUR 8.000.000 is contributed by the EU.

The project’s SPOC with the contracting authority (EU) for reporting is DG INTPA, Unit A.2 “Regional and Multi-Country Programmes for Africa”.

5.2 Objectives

The project’s MEL Framework, the reference document for the project’s approach to MEL, as well as the contractual documents (cf. Description of the Action, Annex I to the MPCA) foresee the possibility to perform an interim evaluation of the project’s implementation.

The **general objective** of the assignment is to conduct a mid-term review¹³ (MTR) of the AU-EU D4D Hub project.

The **three specific objectives** of the MTR are to:

- Assess the current implementation of the AU-EU D4D Hub project by Enabel (the Organisation) and the implementing partners (AFD, Expertise France, GIZ, LuxDev, MFA Estonia, eGa and ITL), taking into account strategic/operational challenges and opportunities since December 2020; (SO1)
- Assess to what extent and how the AU-EU D4D Hub project, as a newly developed initiative based on Team Europe collaboration, has so far proven to be of added value for human-centric, inclusive and sustainable digital transformation in Africa; (SO2)
- Based on the project’s current state of play and considering its contribution to and links with the EU’s broader strategic objectives for (digital) cooperation, provide strategic recommendations in terms of the possible project’s next phase (post December 2023). (SO3)

¹³ Please note that the deliverables of the MTR are expected in December 2022, which is at 2/3rds of project implementation.

5.3 Evaluation questions

5.3.1 Framework

In order to ensure consistency with other MTR of similar projects/programmes, it is proposed to categorise the evaluation questions along the lines of the OECD-DAC evaluation criteria.¹⁴

Nonetheless, the MTR should not be limited to these criteria. Throughout Y1 and the start of Y2 of implementation, the PMU has facilitated the identification of a set of learning points and subsequent questions that are specifically relevant for the MTR's SO3.

Finally, the consultant is invited to propose additional evaluation questions that are deemed relevant for this assignment. This also includes rephrasing evaluation questions already included in the present document. The questions can be included in the proposal and/or the inception report (cf. *infra*, p. 11)

5.3.2 OECD-DAC

The list of evaluation questions will be refined jointly during the MTR's inception phase:

Relevance

- To what extent has the AU-EU D4D Hub project so far been able to contribute to human-centric, inclusive and sustainable digital transformation in Africa? (incl. to strategic priorities of African counterparts)
- To what extent has the AU-EU D4D Hub project so far been able to operationalise and/or concretise the “Team Europe” approach?
- How has the AU-EU D4D Hub project so far contributed to the EU's broader strategic vision on digital cooperation with Africa?

Coherence

- How does the AU-EU D4D Hub project distinguish itself from other (EU-funded) initiatives working on digital transformation in Africa?
- Until now, to what extent and how is the AU-EU D4D Hub project complementary with other (EU-funded) initiatives working on digital transformation in Africa?
- How is the AU-EU D4D Hub project perceived by partner institutions vis-à-vis the EU's broader set of digital cooperation initiatives? What is its credibility and USP?
- To what extent do the interpretations and perceived added value of the project on both the African and the European level correspond to each other?

Effectiveness

- To what extent has the AU-EU D4D Hub project so far been able to achieve its pre-identified objectives and corresponding targets (i.e. beyond the project's logframe)?
- To what extent have the outreach and request mechanisms – as well as the actors involved in them – been effective so far in identifying and concretising opportunities for activity implementation?
- To what extent is the current monitoring, evaluation and learning (MEL) system appropriate to capitalise on project experiences, good practices and lessons learned?

¹⁴ Applying Evaluation Criteria Thoughtfully © OECD 2021. Given that the Organisation and the Implementing partners cannot be held accountable for the degree of achievement towards the project's general objectives, it is proposed to leave out the ‘impact’ criterium.

Efficiency

- Thus far, how has the involvement of several development agencies and institutions proven to be of added value to the project's envisaged objectives?
- To what extent are the implementing modalities (i.e. delegated cooperation operationalised through each partner's tools and expertise) proving to be an efficient way of implementation?
- To what extent and how has the project thus far been able to set up a harmonised approach between partners in terms of outreach, implementation of activities and follow-up activities? And, if so, how has this approach thus far affected efficiency?

Sustainability

- To what extent are longer-term visions and broader strategic objectives of both the key African and European stakeholders considered throughout the identification, selection and implementation of project activities?
- To what extent is the approach currently used by the project appropriate to facilitate longer-term collaborations, investments, partnerships, ...?

5.3.3 Specific questions

As mentioned above, the PMU and the OSC have identified a set of learning points and questions. These elements are to provide evidence on if and how the role of the project can be consolidated after the end of its current implementation period.

This assignment is also seen as **an opportunity to gather strategic recommendations/inputs** on said consolidation. It is therefore envisaged that the MTR answers the following questions, which are often interlinked:

- What need(s) would a next project's phase respond to and how could this be built upon what has already been achieved?
- How can the project strengthen buy-in and engagement of African partners at national, regional and continental level?
- Would the current implementation modalities (i.e. partnership and contractual framework, implementation structure on three IAs and tools) be appropriate to meet the identified need(s)? What alternatives could be considered?

5.4 Methodology

As part of the ~~selection-award~~ criteria ([cfr chap 3.4.6.3](#)), the proposed methodology to answering the above-mentioned questions will be assessed. Some general guidelines are mentioned below:

In terms of **quality assurance**, both the deliverables and the process will meet the OECD-DAC standards and norms for evaluation. Any methodological difficulties during the implementation and which had an effect on the analysis and the conclusions, will be mentioned in the "methodology" chapter of the report. However, any element that could jeopardize the quality of the evaluation, or the principles of independence, transparency or even impartiality, must be brought to the attention of the review manager during the review process. This allows to proactively address it and limit its impact on the quality of the review.

In terms of **the proposal**, the proposed methodology must clearly mention both the proven added value, as well as the possible challenges (i.e., limitations) that come with using said methodology to 1) meet the MTR's general and specific objectives and 2) answer the evaluation questions. In order to have a concrete understanding of the proposed methodology, it is required to provide the following elements per evaluation question (~~e.g.~~ to be presented in an **evaluation matrix**):

- Evaluation question
- Required information
- Approach/data collection tools
- Limitations
- Concrete output: what will the use of said data collection tool tell us? What type of strategic recommendation can result from it and how will it relate to the MTR's Specific Objectives?

Example:

Evaluation questions	Information required / Sources	Methodologies / Evaluation tools	Limitations	What is the envisaged output?
Relevance				
Q1	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX

5.4.1 Available sources

Generally speaking, the data made available to the supplier is of qualitative nature (with the exception of attendance reports, etc.). Therefore, the main axes of data collection will be consulting stakeholders and reviewing documentation. Below is a non-exhaustive list of the available sources:

5.4.1.1 Entities

- The **Project Management Unit** (PMU), responsible for the implementation of the project, as well as preparing and carrying out the decisions of the Operational Steering Committee (OSC). The PMU consists of 7 people (6.3 FTE) and is composed of Enabel, AFD, GIZ and MFA Estonia staff.
- The OSC and other implementing partners responsible for project-steering, prioritisation and implementation of project activities.
- The **European Commission**, in addition to the OSC Focal Point, both INTPA A2 and INTPA F5 are involved in project steering and follow-up. Other DG INTPA Units might be consulted if relevant as well as the Policy Outreach and International Affairs Unit of DG CNECT (Unit D3).
- **EU Delegations** in at least 10/15 countries have been closely involved in the outreach activities and the formulation of project activities. They are an important stakeholder and interlocutor.
- To the extent possible, the **African Union Commission** should also be consulted in order to gather their inputs most notably on the project's perceived added value and contribution to longer-term Africa-Europe digital cooperation.

- The **Global D4D Hub Secretariat**, so far composed of seconded GIZ staff members and EC consultants, ensures the overall coordination of D4D Hub activities.
- As Organisation, **Enabel's management** has been closely involved in the formulation and the follow-up of the AU-EU D4D Hub Project.
- Other **African stakeholders** are to be consulted as well:
 - o representatives of national ministries/agencies (or even regional entities) responsible for digital transformation in the countries that have been supported so far or where activities have been implemented.
 - o representatives of African CSOs, academia, think tanks, private sector who have been involved in the preparation/implementation of project activities

5.4.1.2 Documentation

- Multi-Partner Contribution Agreement and its annexes
- Monitoring, Evaluation and Learning Framework and its annexes (i.e. updated logframe and monitoring matrix)
- Annual progress report 1 (narrative and financial), Inception report
- Activity deliverables (e.g. Multi-Stakeholder Forum report and feedback survey, communication materials, preparatory concept notes)
- Communications & visibility strategy
- Project documentation: outreach plan, request mechanism and annexes, Project Operational Manual (POM)

5.4.2 Approach

A core team will be at the disposal of the supplier throughout the MTR exercise. The core team will consist of 1) the AU-EU D4D Hub project coordinator and 2) the team's MEL focal point (both Enabel staff members in the PMU). The core team will provide all necessary documentation and will facilitate contacts between the supplier and the entities listed above.

Based on the proposal and accompanying planning, the collaboration will kick-off with a final scope setting and planning exercise, which includes a final identification of stakeholders to be consulted.

5.4.3 Quality assurance

The core team will ensure that quality standards are respected throughout the assignment, as indicated in the planning below (see point 6.3 below).

The core team is responsible for:

- Providing the necessary background, context and perspective on the project to the evaluation team.
- Ensuring that the evaluation focuses on issues of critical strategic relevance for the organisation (objectives of the evaluation and evaluation questions respond to the needs of the organisation and its partners).
- Providing feedback on the appropriateness of choices regarding the evaluation methodology (evaluation design and approach).
- Ensuring that the deliverables of the evaluation add value to the evaluation purpose and consequently to Enabel's/the project's needs.
- Keeping their department/unit of reference up to date with the evaluation process.
- Reviewing and validating interim and final deliverables of the assignment.

5.5 Users

In first instance, the MTR will serve the implementing partners on operational (e.g. PMU) and more strategic level (e.g. OSC) to (better) understand the current state of play, to identify opportunities for further development of project activities and to mitigate challenges and/or risks.

Although procured by Enabel, the MTR's deliverables are to be put at the disposal of all the implementing partners of the AU-EU D4D Hub project through the OSC (incl. the EC). The MTR's findings will also be shared with other entities through the OSC and the PMU (e.g. co-financing entities, relevant MS Ministries, etc).

It is crucial to remind the supplier that this MTR is a key component of the decision-making processes on consolidating the project's role and its activities.

5.6 Organisation

5.6.1 Management and steering of the MTR

We expect the evaluation team to provide us with a team leader/project coordinator, who will act as **SPOC** for all questions related to the MTR, i.e. before, during and after the assignment.

We expect the evaluation team to showcase some level of **flexibility** in terms of planning, most notably related to stakeholder consultations.

As mentioned above, a core team (2 persons) will be put at the disposal of the evaluation team to discuss planning & approach, identify stakeholders and review interim and final deliverables.

All amendments to the planning or the use of the proposed methodology need to be discussed with and approved by the core team.

5.6.2 Evaluation Team

We expect the supplier to put together a team that is able to meet the assignment's objectives in due time while respecting the highest standards of quality and professional integrity.

Given the rather complex environment in which the AU-EU D4D Hub project operates, the following requirements are to be met (collectively) by the evaluation team:

- Demonstrated professional experience in monitoring and evaluation of international cooperation initiatives
- Professional experience in Africa is considered as a strong asset
- Advanced knowledge of the EU institutional landscape with regards to development cooperation and international partnerships (EC, EEAS, EIB, relevant MS Organisations, etc.)
- Excellent understanding of the EU instruments for external actions and their related financing tools (e.g. NDICI, MIP/RIP, EIP, delegated cooperation/MPCA etc.)
- Very good understanding of the EU's strategic priorities in terms of cooperation with Africa, with a specific emphasis on digital cooperation and main EU strategies (i.e. Global Gateway)

- Good understanding of the needs, challenges and opportunities of digital transformation for African countries and/or regions is considered as a strong asset
- Given the international landscape, full professional proficiency in EN & FR (written and spoken).

5.6.3 Envisaged timeline and deliverables¹⁵

Month	Deliverables / Milestones	Tasks description/Purpose	Timing (T) ¹⁶
M1	Kick-off/inception meeting	Introduction to the project setting, PMU & key stakeholders. Clarification of tender requirements and finetuning of planning.	T+1 (weeks)
M1	[Draft] Submission of Inception Report	Inception report showcasing good understanding of the project environment, the strategic importance of the MTR and a final proposed methodology/planning.	T+2 (weeks)
M1	Core Team review	Review of the draft inception report Quality assurance of the evaluation process.	T+3 (weeks)
M1	Feedback meeting	Sharing the core team's feedback on the draft inception report.	T+3 (weeks)
M1	[Final] Submission and validation of Inception Report	Revised version, considering core team feedback.	T+4 (weeks)
M2	[Draft] Primary collection & analysis report	Data collection and analysis report including the most relevant information gaps and possible mitigation measures	T+7 (weeks)
M3	Core team review	Review of the draft data collection and analysis report. Quality assurance of the evaluation process.	T+ 8 (weeks)
M3	Feedback meeting	Sharing the core team's feedback on the draft collection & analysis report.	T+8 (weeks)
M3	Final Submission of collection & analysis report	Revised version, considering core team feedback.	T+9 (weeks)
M3	[Draft] Final report	In accordance with the 3 specific objectives of the assignment and the evaluation questions, clear and tangible conclusions in terms of 1) achievements, 2) capitalisation and 3) operational,	T+12 (weeks)

¹⁵ All deliverables will need to be written in English.

¹⁶ Time starting from the NOTIFICATION of the contract (T+0)

		strategic and critical recommendations.	
M4	Core team review of draft final report	Review of the draft data collection and analysis report. Quality assurance of the evaluation process.	T+13 (weeks)
M4	Feedback meeting	Sharing the core team's feedback on the draft final report.	T+14 weeks
M4	[Final] Submission of final report including executive summary	Share results of the evaluation, improvement of the analysis based on inputs from the core team. The final report will include an executive summary as well as a summary per chapter, incl. key messages, conclusions, recommendations.	T+16 weeks
M5	Core team validation of the final report	Validation of the final content and quality of recommendations by the core team.	T+17 weeks
M5	Restitution Meetings	Contribute to the formal presentation of the results of the evaluation to the users mentioned under chapter 5	T+18 weeks

All reports will be drafted in English and will respect the AU-EU D4D Hub project's requirements in terms of layout and branding (to be provided by the core team).

The validated final report is expected before 15/01/2023.

5.7 Annexes

Cf. supra, "4.1.2 Documentation"

More questions?

Please contact Mr Lucas Vangeel (lucas.vangeel@enabel.be) - cfr chapter 3.3

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

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

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

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

6.1.4 Subcontractors

Name and legal form	Address / Registered office	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 Terms of Reference and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

Items	Description	Type	Total price in EUR (not incl. VAT)	VAT %
1	Mid-term review for the AU-EU D4D Hub project	Lump sum		
TOTAL PRICE EXCL. VAT (IN EUR):				
TOTAL PRICE INCL. VAT (IN EUR):				

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

Certified true and sincere,

Handwritten original signature(s):

6.3 Declaration on honour – exclusion criteria

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

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

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

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

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

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

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

https://eeas.europa.eu/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 Documents to be submitted – exhaustive list

- Identification form (6.1.1, 6.1.2 or 6.1.3, depending on your status) and list of subcontractors (6.1.4) that will be involved in the execution of the contract should you/your organisation be awarded the contract. To be filled exhaustively and signed (by each participant in case the tender is made by a consortium of economic operators)
- Declaration on honour – exclusion criteria (6.3) – filled and signed (by each participant in case the tender is made by a consortium of economic operators).
- Integrity statement for the tenderers (6.4) – filled and signed (by each participant in case the tender is made by a consortium of economic operators).
- Documents related to award criteria:

Your proposal needs to consist of at least the following elements:

- o A short narrative/visual pitch on why and how your company is the best fit for our needs in terms of this specific assignment;
 - o Sample of completed work: Share your portfolio. Briefly present previous relevant assignments~~Present case studies of websites designed and developed by your agency, including examples of institutional websites;~~
 - o Proposed approach including an evaluation matrix presenting the proposed methodology (cfr chap 5.4), schedule and availability of the team;
 - o Share Bio of the team involved in the envisaged to carry out the mid-term review
 - o Tender form – Price (6.2) exhaustively filled and signed (countersigned by each participant in case the tender is made by a consortium of economic operators).
 - o Timeline: detailed project schedule, in line with the indicative timeline mentioned above;
 - o References: contact details of two references (clients or partners).
- 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.o
 - 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;

- Documents relating to the exclusion grounds (cfr 3.4.6.1) (for each participant when the offer is submitted by a group of economic operators) will only be asked to the winning tenderer.