



Tender Specifications

Services procurement contract for the analysis and recommendation for the EU on media reform in Tanzania

BEL22001-10039

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1 General provisions

1.1 Derogations from the General Implementing Rules

Section 4, ‘*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 procurement contract, Enabel is represented by Mr. Arnaud Leclercq, Portfolio Manager and Ms Mia Sichelkow, Intervention Manager of Team Europe Democracy, who will sign the award letter = ‘mandataries’ / who are mandated to represent the company towards third parties.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 December 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

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

² Belgian Official Gazette of 1 July 1999.

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;

- 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

³ Belgian Official Gazette of 18 November 2008.

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

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

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

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

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be;

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

1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: 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 work;

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> 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.ENABLEintegrity.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.

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

2.2 Subject-matter of the procurement contract

This services procurement contract consists in the performance of 40 man-days consultancy, in conformity with the conditions of these Tender Specifications.

2.3 Lots

This tender is not divided in lots. This contract is a contract with one lot which is indivisible.

2.4 Items

For this tender, **two senior experts** will be mobilized (one based in Tanzania and another one not based in Tanzania) with extensive experience in media reform and development cooperation, including many years working in the East African sub-region. They will work in teams. The experts will be familiar with the challenges of multistakeholder engagement.

This procurement contract consists of the following items:

Item 1 : Home based work for the expert based in Tanzania : unit price per day

Item 2 : Home based work for the expert based abroad : unit price per day

Item 3 : Field based work (include local transportation eg) for the expert based in Tanzania: unit price per day

Item 4 : Field based work (include local transportation eg) for the expert based abroad

Item 5 : Flight ticket : lump-sum price

Item 6 : Visa + passport + vaccinations : lump-sum price

Item 7 : Hotel : unit price per night (per person)

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

2.5 Term of the procurement contract

The procurement contract starts upon award notification and expires upon the final acceptance of the services (see also chapter 4.10.1).

2.6 Variants

Variants are not permitted. Each tenderer may submit only one tender.

2.7 Quantity

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are flat fee prices. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.

Quantities will be determined in Purchase Orders. The presumed quantities below are given for information purposes only.

Therefore, the contracting authority does not commit in any way as to quantities that will actually be ordered for this mission.

The actual quantities to be performed will be determined during the initial kick-off meeting or additionally, through separate order forms.

Item 1 : Home based work for the expert based in Tanzania : 10 days

Item 2 : Home based work for the expert based abroad : 10 days

Item 3 : Field based work (include local transportation eg) for the expert based in Tanzania: 10 days

Item 4 : Field based work (include local transportation eg) for the expert based abroad : 10 days

Enabel estimates that it can order up to a maximum of 45 man-days.

Item 5 : Flight ticket : lump-sum price

Item 6 : Visa + passport + vaccinations : lump-sum price

Item 7 : Hotel : 11 nights*

*The tenderer may adjust quantities for hotel costs according to its own calculations, if required by its planning of the contract, or if both experts require a hotel on site. In this case, the tenderer shall attach to its offer a note justifying these adjustments.

3 Subject-matter and scope of the procurement contract

3.1 Award procedure

Direct Negotiated Procedure with Prior Publication in application of Article 41 of the Law of 17 June 2016.

3.2 Publication

3.2.1 Official publication

This procurement contract is officially advertised in the Belgian Public Tender bulletin.

3.2.2 Further notification

These Tender Specifications are published on the Enabel website (www.enabel.be).

3.3 Information

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

Until 7 days before the tender submission deadline, prospective tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to lucas.vangeel@enabel.be and they will be answered in the order received. When these lead to additional information and/or a correction, the overview of these questions and answers will be available in the BDA/JOUE and on the Enabel website.

The tenderer is to submit his tender after reading and taking into account any corrections made to the tender notice or Tender Specifications that are published in the Belgian Public Tender bulletin. They are strongly advised to ask about any changes or additional information.

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 the establishment of his price or the comparison of tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

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

The following forms must be used:

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- Form 6.1 - Identification of the tenderers form
- Form 6.2 - Price quotation form
- Form 6.3 - Declaration on honour – Exclusion grounds

The tenderer also attaches the following to his tender:

- All documents demanded for qualitative selection and award criteria;
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable VAT rate;
- Possibly, a note justifying quantity adjustments for item 5;
- 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 tenderers form
- Form 6.4 - Declaration on honour – Exclusion grounds
- Form 6.5 - 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;

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.2 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, by producing a commitment by those entities to that effect.

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.

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. When the ESPD must be filled out, this is indicated in part II.B of the ESPD.

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 draws up his tender in English. The contracting authority may request from the tenderer that documents, certificates and other attachments to the tender drawn up in another language are translated.

3.4.2 Period the tender is valid

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

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

3.4.3 Determination of prices

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

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

For items 1, 2, 3, 4 and 7 of the price form : This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

For items 5 and 6 of the price form : This procurement contract is a lump sum contract, meaning a contract in which a flat rate price covers the whole performance of the contract or each of 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.

(*) The services will be performed remotely or might be performed in Brussels or Bonn in case of a physical meeting. In this case, the service provider may invoice the cost of a return train ticket economy class on the basis of the invoice.

3.4.4 Tender submission modalities

3.4.4.1 Submission by electronic means

In accordance with rules applicable to means of communication, only tenders submitted by electronic means are accepted. Consequently, it is not allowed to submit a tender on paper and the contracting authority will only take into account the tender submitted by electronic means.

For this procurement contract, electronic submission of a tender is via the internet applications of Belgium's federal *e-Procurement service* (<https://www.publicprocurement.be>).

For more information on registration or the connection with the platform please consult the manual (in English) via the "suppliers"-button :

<https://bosa.service-now.com/eprocurement?lang=en>

The documents must be in a .pdf or equivalent format.

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

If the relevant information cannot be found via the help centre, the economic operator may contact the eProcurement helpdesk on +32 (0)2 740 80 00 or via the address e.proc@publicprocurement.be.

By the mere fact of transmitting its offer, by electronic means of communication, the tenderer accepts that the data in its offer be recorded by the reception device.

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

3.4.4.2 Electronic signature of the tender

The documents are signed globally by placing a signature on the related submission report. It must be signed with the electronic signature of the legal representative (or mandatary) of the tenderer.

Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators. These participants are jointly liable.

When the submission report is signed by a mandatory, he or she must clearly indicate whom he or she represents. The mandatory attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

The contracting authority reminds tenderers that a signature on paper that has been scanned is not an admissible electronic signature.

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

When the tender is submitted via electronic means, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with the preceding point.

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

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal is not signed as referred to in paragraph 1 of the Royal Decree of 18 April 2017, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.4.4 Deadline date for submission and opening of initial tenders

The tenders must be in the possession of the contracting authority **before 19 December 2023 at 14.00 GMT+1**.

The tenders are opened via the internet applications of Belgium's federal *e-Procurement service* (<https://www.publicprocurement.be>).

Late tenders will not be accepted.

3.5 Selection of tenderers

3.5.1 Exclusion grounds

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

By submitting his tender together with the signed Declaration on honour – exclusion criteria, 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 exclusion grounds apply to :

1. all participants who submit a joint request to participate and who intend, in the event of selection, to form a group of economic operators ;
2. all participants who, as a group of economic operators, jointly submit a tender; and

3. third parties (in particular subcontractors or independent subsidiaries) whose capacity is called upon with regard to the criteria relating to economic and financial capacity and the criteria relating to technical and professional capacity (see 3.5.2 Selection criteria) within the meaning of paragraph 1 of Article 73 of the R.D. of 18 April 2017.

For all these participants and entities, the contracting authority is required to verify the absence of grounds for exclusion on the basis of the following (recent) documents:

- 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 European Union 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.
- 4) The document certifying that the tenderer is not in a state of bankruptcy, liquidation, cessation of activities or judicial reorganisation, except where the contracting authority can directly obtain certificates or relevant information by accessing a free national database in a European Union Member State.

The recent nature of the documents aforementioned is established to the extent that they are less than 6 months old from the final submission date.

With the exception of the exclusion grounds linked to the payment of social contributions and levies and taxes, the contracting authority will only verify the accuracy of the 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 tenderer may attach these documents directly to his tender.

If the documents are not attached, the tenderer must be able to provide the documents listed above within 5 working days following the contracting authority's request.

If the tenderer does not submit the document(s) requested within the term set, the contracting authority reserves the right to exclude the tenderer.

Tenderers are strongly advised not to wait until the contracting authority files the request and to apply as quickly as possible with the competent authorities of the country where they are established any documents that they may not have attached to their tender. The waiting times for obtaining certain documents can indeed be long.

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. This is the case for Belgian tenderers (via the Telemarc platform), except for the extract from the criminal record, which must be requested by the tenderer himself.

3.5.2 Selection criteria

Moreover, by means of the documents requested below, the tenderer must prove that he is sufficiently capable, from a technical point of view, to successfully perform this public contract.

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for technical and vocational capacity criteria, it shall prove to the contracting authority that it will have at its disposal the resources necessary, by producing a commitment by those entities to that effect.

Technical aptitude: See Art. 68 of the Royal Decree of 18 April 2017

The tenderer includes in his tender a list with the main services that have been delivered over the past three years including the amount and date as well as the public or private recipients.

- This list must include at least 3 similar services (p.e. Context Analysis on media in Africa ; Formulating recommendations for EU actors for joint messaging and joint actions on media support). The minimum total value of these services must exceed or equal EUR 30.000 incl. VAT.

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates in the last 3 years	Name of the Client

3.6 Evaluation of tenders

3.6.1 Overview of the procedure

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

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

In a second phase, the formally and materially regular tenders will be evaluated as to content 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.

3.6.2 Award criteria

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

Criteria 1 : Methodology (30 points)

The tenderer must attach a Technical note (maximum five pages) setting out the methodology, tools and resources that s.he will use to carry out its mission.

The contracting authority will award a score (out of 30) taking in account the following elements:

- Describing key projects on media freedom in Tanzania (10 points)
- Drawing up a literature review on the media situation look at legislative situation with media law, cybercriminal law in Tanzania and, or the Eastern Africa (10 points)
- Define the list of key stakeholders such as relevant network working on media reform in Tanzania (10 points)

Criteria 2: Price (30 points)

The following formula will be used:

Points tender X = Amount of lowest tender * 30 / Amount of tender X

Criteria 3: CV (40 points)

Consultant 1 and 2

- Number of consultancies on media reform in East Africa
- Number of consultancies on media reform in Africa (outside East Africa)

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.

3.6.3 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.

3.7 Concluding the procurement contract

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

Notification is via digital platforms, e-mail or fax and, on the same day, by registered post.

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

- These Tender Specifications and its annexes;
- The approved tender 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 Specific contractual conditions

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

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

4.1 Managing official (Art. 11)

The managing official is Ms SICHELKOW Mia, mia.sichelkow@enabel.be, Intervention Manager of Team Europe Democracy.

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.

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

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 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.

4.8.5 Submission conditions (Art. 38/14)

The contracting authority or contractor that wants to use one of the re-examination provisions as described in Articles 38/09 to 38/12, must report the facts or circumstances on which it bases itself in writing within 300 of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them.

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 field based work (“the mission”) must start at January 29th 2024. The services must be finished by February 29th 2024.

For additional days, the order form is addressed to the service provider by e-mail. Additional days can be ordered up until the final reception of the services. These services must be performed within a period that will be expressed in calendar days in the order form. This period will start from the second working day after the date of dispatch of the order form. All days are indistinguishably included in the period.

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

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

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

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

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

The services will be performed remotely or might be performed in Brussels or Bonn in case of a physical meeting. In this case, the service provider may invoice the cost of a return train ticket economy class on the basis of the invoice.

The field based work (“the mission”) will be performed in Tanzania, between Dodoma and Dar Es Salaam (based on the location of the key stakeholders).

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 up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

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

4.14.1 Failure of performance (Art. 44)

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

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

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

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

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

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

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

4.14.2 Fines for delay (Art. 46 and 154)

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

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

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

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

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

§2 The measures as of right are:

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

2° Performance under 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 service provider must encode its invoices in its accounting tool, which will first have been connected to the PEPPOL network (network for the exchange of electronic invoices complying with European standards).

If the service provider does not have an accounting tool, it can use the encoding portal on the Mercurius website, available free of charge at the following address: <https://digital.belgium.be/e-invoicing/>

Emailing an invoice in PDF or Word format is not considered an electronic invoice.

Electronic invoices comply with the European standard on electronic invoicing.

Only services that have been performed correctly may be invoiced.

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

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

The invoice must be in EUROS.

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

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

The Team Europe Democracy (TED) is a global thematic Team Europe Initiative (TEI) launched in December 2021 to promote democracy and human rights worldwide. Fourteen Member States (MS) are involved in TED: Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Ireland, Luxembourg, Netherlands, Poland, Slovakia, Spain, and Sweden. The Specific Objective of TED is to create a coordinated strategic European response in support of democracy. Its operationalization is facilitated by a Secretariat represented by staff members of GIZ and Enabel, which have signed a Multi-Partner Contribution Agreement (MPCA) with the EU for this purpose. The project has started in July 2022.

TED aims to work in three areas such as (I) rule of law and accountability, (2) civic and political participation and (3) media/digitalization. These areas appear through different work stream of the project such as the one that are in Output 3: EUD's support in short term expertise in partner countries to coordinate, facilitate and write strategic documents for Team Europe and, by the work that will be made by the network.

The project has indeed 3 outputs that are described below:

- (I) Networks of Member States, Civil Society Organisations, practitioners and other partners in the area of democracy, good governance, media and digitalisation, gender equality and human rights, at political and operational level, aiming at the promotion of dialogue and joint action on democracy, are operational.
- (II) Coordination, exchange and knowledge production and sharing between the members of the network steered by the Secretariat
- (III) Awareness of network members about TED activities in the field of democracy, good governance, gender equality and human rights in selected partner countries is increased

The TED Network is a key output of the Team Europe Democracy initiative. It appears at the 3 outputs mentioned. The network can be defined as an interface mechanism between the EU institutions and EU Member States and like-minded European organisations and networks sharing democratic values, seeking to engage with each other on the latest evidence on democracy promotion, and to improve programming, monitoring, implementation, and evaluation of their interventions as well as their approaches.

The TED Network responds to the needs for enhanced communication and synergies among European actors following the commitments of the EU and its MS to strengthen impact of their interventions through evidence-based approaches and coordination.

Tanzania has been identified as a prospective Team Europe Democracy (TED) partner country by the Member States of TED's Steering Committee, notably Ireland and Belgium. Given the recent democratic opening with President Samila Suluhu Hassan's instating, the recent reform on the Media Service Act.

The November 2021 Universal Peer Review (UPR) as approved in March 2022 highlighted several challenges in media freedom, freedom of opinion and expression, the safety of journalists. The "List of issues prior to reporting" on the International Covenant for Civil and Political Rights (ICCPR) also highlighted several elements for discussion on freedom of opinion and expression.

The TED Secretariat proposes to assist the EUD and MS in analysing the perspectives for legal reforms going forward, the credibility and completeness of the recent reform to address the weakness identified, the added value of the EU to support implementation of reform going forward compared to other engaged development partners, strengthen joint messaging

for the improved freedom of opinion and expression & access to information and identify opportunity for eventual joint actions.

5.1 Description of the mission

5.1.1 Objectives and expected results

For this endeavour, the TED Secretariat will mobilise **two senior experts** (one based in Tanzania and another one not based in Tanzania) with extensive experience in media reform and development cooperation, including many years working in the East African sub-region. They will work in teams. The experts will be familiar with the challenges of multistakeholder engagement.

The activities envisaged included:

- The context analysis will consider the Media service Act reform, Access to Information Act (2016), Cybercrime Act 2016, Electronic Postal Communication Acts and how these legal documents influence the media freedom in the country.
- The assessment of actions and programs supporting media actors in Tanzania including journalist capacity building and the analysis of these programs (identifying the gaps and good practices to improve media freedom and governance)
- To make recommendation for the EU for potential joint message and joint actions by Member States (MS) and the European Union Delegation (EUD). The expert, in collaboration with the consultant based in Tanzania, will compile a list of relevant stakeholders and formulate interview questions.
- Regular coordination meetings will be organised between the consultant and the TED secretariat.

For the initial mission a total of 20 senior expert days will be allocated per expert, for a total of 40 man-days (one expert based in Tanzania and one based in another country). The breakdown of the expert days is elaborated below:

5.1.2 Planned activities

Number of days per expert	Planned activities	Home/field
8 days	<ul style="list-style-type: none"> • Context analysis of the media landscape (traditional and digital) <ul style="list-style-type: none"> ○ Legal analysis ○ Mapping of resources and actions on media support and the coordination space to promote media freedom among donors and EU actors 	Home base

10 days	<ul style="list-style-type: none"> • Consulting with key actors <ul style="list-style-type: none"> ◦ Identifying gaps in media support • Identify the threats to media freedom, including the major areas of disinformation, the threats for transparency and security, governance (election), the need to strengthen media capacity to ensure high-quality reporting to allow political and civic participation in different areas including election • Exchange with EU actors on gaps and possible joint action 	Mission
2 days	<ul style="list-style-type: none"> • Preparing and presenting a learning document on the process and findings to PCE countries or TED network 	Home base

5.1.3 Deliverables

The documents mentioned below will be considered as deliverables:

- The context analysis (15-20 pages document)
- The mapping and the lessons learned on past intervention (5 pages including a table)
- Summary of the interviews of the field mission (clear division of labor between the international and the national consultant will agree beforehand) and a template will be given by the contracting authority.
- Learning document on the process of the mission (power point or word based on the discussion with TED secretariat)

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\[lien\]](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c[lien])

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 LICENCE ^② OTHER ^③	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER ^④	
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\[lien\]](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb-9c7b-645ab60734a3[lien])

OFFICIAL NAME ②			
ABREVIATION			
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:911554eb-a56f-4ee0-bb21-8926a3cbd6dd\[lien\]](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0-bb21-8926a3cbd6dd[lien])

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	Other entity within the meaning of Article 73 §1 of the Royal Decree of 18 April 2017 (YES/NO)*

* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) technical and vocational capacity criteria (see 3.5.2 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

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 BEL22001-10039 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

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

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

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

ITEM	DESCRIPTION	TYPE	UNIT	ESTIMATED QUANTITY	LUMP SUM- UNIT PRICE EXCLUDING VAT	TOTAL PRICE IN EUROS EXCLUDING VAT	VAT PERCENTAGE
1	Home based work for the expert based in Tanzania	Price list	Day	10	€	€	%
2	Home based work for the expert based abroad	Price list	Day	10	€	€	%
3	Field based work (include local transportation eg) for the expert based in Tanzania	Price list	Day	10	€	€	%
4	Field based work (include local transportation eg) for the expert based abroad	Price list	Day	10	€	€	%
5	Flight ticket	Lump-sum	/	/	€	€	%
6	Visa + passeport + vaccinations	Lump-sum	/	/	€	€	%

7	Hotel*	Price list	Night per person	11	€	€	%
TOTAL price in euros excluding VAT							€
TOTAL price in euros including VAT							€

*The tenderer may adjust quantities for hotel costs according to its own calculations, if required by its planning of the contract, or if both experts require a hotel on site. In this case, the tenderer shall attach to its offer a note justifying these adjustments.

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

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

The tenderer formally declares being able, when asked and without delay, to provide the relevant certificates and other kinds of supporting documents, except if:

- a. Enabel can directly obtain the supporting documents concerned by consulting a national database in a Member State that is accessible for free, provided the tenderer has given the required information (website address, responsible authority for providing the information, specific reference of the documents) so Enabel can obtain these, with concomitant permission to access them;
- b. Enabel already has said documents.

The tenderer formally agrees with Enabel accessing the supporting documents substantiating the information provided in this document.

Date

Location

Signature

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

- The identification form correctly filled out and signed (see 6.1) (for each participant for tenders submitted by a group of economic operators);
- List of subcontractors (see 6.1.4);
- The declaration on honour – Exclusion grounds correctly filled out and signed (see 6.3) (for each participant for tenders submitted by a group of economic operators);
- All documents demanded pertaining to selection criteria and award criteria
 - o Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.2 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
 - o A list of similar services delivered during the last three years;
 - o A Technical note (maximum five pages) setting out the methodology, tools and resources that s.he will use to carry out its mission;
 - o CV's of both proposed experts;
 - o Tender form – Prices, correctly filled out (see 6.2);
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the various applicable taxes and levies;
- When the tender is signed by a mandatory (authorised representative), he or she must clearly indicate whom he or she represents. The authorised representative attaches the electronic authenticated deed or the private power of attorney or a scanned copy of the power of attorney (for each participant if the tender is submitted by a group of economic operators). Where applicable, (s)he refers to the number of the Annexe to the Belgian Official Gazette in which the excerpt of the deed concerned is published and provides the page(s) and/or passage concerned¹⁵⁴.
- Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association
- Where applicable, the documents pertaining to the mandatory grounds for exclusion (see point 3.5.2) (for each participant for tenders submitted by a group of economic operators).