



## **Tender Specifications**

**TZA22003-10214**

**Services procurement contract for**

**“SUPPORTING ENABEL PARTNERS  
IN BUILDING THE GENDER  
TRANSFORMATIVE INSTITUTIONS”**

**Direct Negotiated Procedure with Prior  
Publication**

**Country: TANZANIA**

**Navision code: TZA22003**

Belgian development agency

[enabel.be](http://enabel.be)

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# 1. General provisions

## 1.1 Derogations from the General Implementing Rules

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

These Tender Specifications do not derogate from Article 25-33 of the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

## 1.2 Contracting authority

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

For this procurement contract, Enabel is represented by Koen Goekint, Country Director, and Othman Boufaied, Contract Manager who are mandated to represent the company towards third parties.

## 1.3 Institutional setting of Enabel

The general reference framework 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 harmonization 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.
- 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 Organize 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 contracts<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies, and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors<sup>7</sup>;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- 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 regarding 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 regarding the processing of personal data.

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

## 1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender.

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

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

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 regarding 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 seriously. 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 Organization (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 public contract.

### 2.1 Type of procurement contract

This procurement contract is a services procurement contract.

### 2.2 Subject matter of the procurement contract.

This is a service contract consists in the development of technical specifications for **supporting Enabel partners in building gender transformative institutions**, in conformity with the conditions of these Tender Specifications.

### 2.3 Lots

*(Articles 2, 52° and 58 of the Law and Articles 49 and 50 of the Royal Decree Award)*

The procurement contract has one single Lot which is indivisible. A tender for part of a lot is inadmissible.

### 2.4 Items

The procurement contract consists of the one (1) item with tasks described in ToRs below (see also point 5 of the tender specification). These tasks are pooled and form one single procurement contract.

### 2.5 Term of the procurement contract

Fixed term: The procurement contract starts with award notification and has an overall duration of a maximum of 24 months.

### 2.6 Variants

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

### 2.7 Option

Options are not permitted

### 2.8 Quantity

*(Art. 57 of the Law)*

Quantities are determined in the ToRs (See point 5 of the tender specifications)

## 3 Procedure

### 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 contract is officially advertised in the Belgian Public Tender bulletin.

#### 3.2.2 Further publications

These Tender Specifications are published on the Enabel website ([www.enabel.be](http://www.enabel.be)) **until 11<sup>th</sup> April 2025**

### 3.3 Information

The awarding of this procurement contract is coordinated by **Mr. Alern Mgeni**, Procurement Officer- [alern.mgeni@enabel.be](mailto:alern.mgeni@enabel.be).

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 from contacting the contracting authority in any other way with regard to this contract unless otherwise stipulated in these Tender Specifications.

Until 6 days before the latest bid submission date, candidate tenderers may ask questions about these Tender Specifications and the procurement contract.

Questions will be in writing to:

**Alern MGENI, [alern.mgeni@enabel.be](mailto:alern.mgeni@enabel.be) + [procurement.tza@enabel.be](mailto:procurement.tza@enabel.be)**

With copy to

**Jovitha MLAY, [jovitha.mlay@enabel.be](mailto:jovitha.mlay@enabel.be)**

And

**Evariste SIBOMANA, [evariste.sibomana@enabel.be](mailto:evariste.sibomana@enabel.be)**

They will be answered in the order received. The complete overview of the questions asked will be available on Enabel website - [www.enabel.be](http://www.enabel.be)

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

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

## 3.4 Tender

### 3.4.1 Data to be included in the tender.

The tenderer must use the tender form provided in section 6. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

By submitting a tender, the tenderer automatically renounces 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 120 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 be quoted in EUROS.

This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of 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.

*(Art. 32 §3 Royal Decree 18.04.2017)*

The tenderer is deemed to include in his unit and global prices any charges and taxes generally applied to services with the **Withholding tax included** (5% for local services providers and 15 % for International), **except for the value-added tax, for which** VAT % must be indicated in a separate line in the price form.

The following are included in the prices:

- **Expert cost including:** fees, the per diems, accommodation costs, local transport costs, insurance costs, security costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and the applicable **Withholding taxes**.
- **Reimbursable** (paid based upon presentation of justification documents, up to the maximum budget set and accepted in financial proposal): **only international travel costs and visa costs (if any) are accepted as reimbursable costs**.
- International travel days are not reimbursed by Enabel, i.e. no expertise costs will be paid during travel days.

### 3.4.4 How to submit tenders?

The tenderer may only submit one tender per procurement contract. The tenderer submits his tender as follows:

- **The tender will be drawn up in 2 copies, one of them being the original and one copy.**
- **The identical Soft Copies (Exactly identical to the hard copy) must be submitted in one or more PDF files on a USB stick.**

The tender and all accompanying documents must be numbered and signed (original hand-written signature) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document

The representative must clearly state that he/she is authorized to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The signed and dated original (including the soft copy on the key) will be sent in a sealed enveloped mentioning: "TENDER", the tender documents number **TZA22003-10214**.

The tender must be received **before 11<sup>th</sup> April 2025 at 04:00 PM EAT.** It must be sent to:

**The Attention of Alern MGENI**  
**Procurement officer - Enabel Tanzania**  
**Enabel Representation,**  
**14/15 Masaki, Haile Selassie Road,**  
**Oasis Office Park, 4th Floor,**  
**P.O Box 23209,**  
**Dar es Salaam, Tanzania**

It may be submitted:

- a) **Either By post mail** (standard mail or registered mail)  
In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time limit for receipt.
- b) **Or delivered by hand** directly to the contracting authority against a signed and dated receipt:  
The service can be reached on working days during office hours, from 08:00 to 17:00 (East African time).

**NB: SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED**

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

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

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

The withdrawal may also be communicated by fax or electronic means, if it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

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

Thus, a tender that is modified or withdrawn after the signing of the submission report means that a new submission report, signed in accordance with paragraph 1, must be sent. The subject matter and the scope of the changes must be indicated in detail. The withdrawal must be pure and simple.

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

### **3.4.6 Opening of tenders.**

The tenders will be opened behind closed doors.

## **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 this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in 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 honor 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 terms set by the contracting authority.

The contracting authority will ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

### **3.5.2. Selection criteria**

Moreover, by means of the documents requested in the '**Selection file**', the tenderer must prove that he/she is sufficiently capable, from **an economic and financial as well as** technical point of view, of successfully fulfilling this public procurement contract.

To be selected the tenderer must comply with all the selection criteria requirements as described in the Terms of Reference (**section 5.8**).

Only tenders from tenderers who meet all the selection criteria are taken into consideration to participate in the comparison of tenders based on the award criteria, subject to the regularity of these tenders.

### **3.5.3. Overview of the procedure**

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

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

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

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

When the contracting authority intends to conclude the negotiations, it will so advise the

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

#### **3.5.4. Award criteria.**

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

##### **a) Technical proposal 70%**

The tenderer presents the detailed methodology to perform the requested services showing the suitability with Terms of Reference and comments made on it, activity schedule, staff schedule and work organization between team members based on the instructions given in the Terms of Reference. They are subject to evaluation according to the following sub-criteria:

1.	Detailed Methodology including the details on how all activities and sub-activities will be performed, <b>(25 points)</b>  Understanding & possible comments of Terms of reference, the overall strategy for implementation including <b>(10 points)</b>  Risk analysis and possible mitigation measures <b>(5 points)</b>	40 points
2.	Detailed and relevant work plan & timetable of activities and sub-activities and clear distribution of days by activity <b>(20Point)</b>	20 Points
3.	Relevance of the work distribution among the team members in relation to the person-days allocated to them and timetable of activities. The indicative total number of person-days to be performed by the whole expert team is estimated at 152 person days. <b>(10 Points)</b>	10 points

For the technical award criteria, the average score must be at least 70% (49/70) to qualify for the Negotiation stage.

##### **b) Financial proposal (30%)**

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

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

#### **3.5.5. Final score**

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

#### **3.5.6. Awarding the procurement contract**

Articles 41 and 81 of the Law

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

Notice though that in accordance with Art. 85 of the Law of 17 June 2016, there is no

obligation for the contracting authority to award the procurement contract.

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

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

### **3.6. Concluding the procurement contract**

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

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

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

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

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



## 4 Special contractual provisions

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

These Tender Specifications do not derogate from Article 26 of the GIR.

### 4.1 Managing official (Art. 11)

The managing official for this contract is **Ms. Jovitha Mlay**.

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 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. She may order any modifications to the procurement contract with regards to its subject-matter if 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 recognize 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 regarding 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 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 regarding 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 does not acquire the intellectual property rights created, developed, or used during performance of the procurement contract.

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

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

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

The contracting authority lists the exploitation modes for which it intends to obtain a license in the procurement documents.

#### **4.6 Performance bond (Art. 25 to 33)**

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

In accordance with the legal and regulatory provisions, the performance guarantee may be constituted either of cash or of public funds or may take the form of a collective performance guarantee. The performance guarantee may also take the form of a bank guarantee issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions (BANK GUARANTEE)

**By way of derogation from Article 26** the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution (Bank guarantee). The tenderer mentions the name and address of this institution in the tender

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

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

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office Complete the following form as well as possible:

[https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf)

(PDF, 1.34 Mo), and forward it by e-mail to [info.cdcdck@minfin.fed.be](mailto:info.cdcdck@minfin.fed.be)

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

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

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

Such proof is provided, as appropriate, by submission to the contracting authority of:

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

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

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

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

**Request by the contractor for the acceptance procedure to be carried out:**

1° For provisional acceptance: This is equal to a request to release the first half of the performance bond.

2° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

**4.7 Conformity of performance (Art. 34)**

The work, 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 unfavorable 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 unfavorable 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 precisely describes 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 24 months after award.

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

The services will be performed in Kigoma, Tanzania.

#### **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 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.

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 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 defense 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 acted 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 recognized 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 the registration 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.

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

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered on the invoice. Upon expiry date 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.

#### **4.16 Invoicing and payment of services (Art. 66 to 72 –160)**

All final invoices must be sent to [tanzania.admin@enabel.be](mailto:tanzania.admin@enabel.be), with the Managing Official's email address in copy. Each invoice must include:

- The relevant Purchase Order (PO) number. Invoices without the PO number will not be processed.
- The corresponding provisional acceptance report signed by the Managing Official.
- The EFD receipt (if applicable)

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 period, and provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

If necessary, state which documents. Where no other document is required, this sentence may be deleted.

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.

Enabel is exempted for VAT in Tanzania.

Payments shall be made exclusively in accordance with the payment schedule outlined in the Terms of Reference (section 5.9).

#### **4.17 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 Background information

Enabel is the Belgian agency for international cooperation. Our mission is to build a sustainable world where all live under the rule of law and are free to thrive. In addressing Social and Economic Inequalities, Enabel launched a program “Wezesha Binti” (Empower a Girl). “Wezesha Binti” is Enabel’s five year program which its main objective is to ensure “Young people especially young women women (14 to 29 years), in targeted districts of Kigoma, are empowered to thrive in a protective and gender-equal environment, to acquire education and skills, and to pursue decent work opportunities in Kigoma Region”

The portfolio prioritizes an integrated approach centered on girls and young women, structured around three thematic pillars presented as three result domains within the same holistic intervention, as outlined below.

- The first result domain is focusing on Secondary education for vulnerable youth with a special focus on girls. It will enable young people, especially girls, within the 14-19 years age range, in targeted districts of Kigoma region, to access and complete quality secondary education and training. It will give priority to supporting the access and retention of girls and vulnerable youth who already dropped out or are at risk of dropping out, through creating a safer, gender transformative learning environment and climate-change resilient school conditions, address multiple supply-and demand-side barriers, on the one hand, and through enabling improved quality of education.
- The second result domain is dedicated to Skills development, Employment, and entrepreneurship for decent work, with the ambition to increase opportunities for decent and greener jobs for young women, through skills development, entrepreneurship promotion and business development support. In line with this approach, the Strategy emphasizes both qualitative and innovative vocational education and training (VET) provision, alongside fostering the creation and expansion of entrepreneurship and decent employment opportunities. Special attention is given to promoting green growth initiatives in response to climate change challenges.
- The third result domain is focusing on building a Protective and gender-equal environment. It aims to address the discriminatory social norms and structural barriers that hinder girls and young women in their families, communities, and educational and professional spheres. The goal is to ensure that girls and young women have equal opportunities to pursue education and access increasingly lucrative economic prospects. This involves challenging negative gender norms, particularly by preventing gender-based violence and reshaping power dynamics within households. Furthermore, efforts will be made to enhance girls' and young women's leadership skills by bolstering their self-confidence and establishing connections with support services tailored to their needs.

In promotion of gender equality under result domain 3, Enabel will work on the three strategic areas where 1) Local leaders, community member and families change their attitude towards girls and young women’s role in society, support their access to SRHR information and services for them to have healthy lives, and understand the negative consequences of VAWC and discrimination against women and girls." (interpersonal/community level) 2) Young women and girls have gained knowledge and decision-making power about their rights and services available to them, especially in the field of SRHR, Gender Equality and VAWC (individual level) and 3) Women’s organizations and Local Government have the skills needed to coordinate and advocate for women’s empowerment in Kigoma. (institutional/structural level) enhance the employability of youth and particularly women, your institution was identified as a key partner in increasing the access to quality relevant labor market training and entrepreneurship promotion.

#### 5.1.1. About the Assignment

Within the Wezesha Binti project, change needs to happen at the service and policy level to ensure girls and young women enjoy an environment that is protective, supportive of their education and economic empowerment. This call is looking for professionals with expertise on supporting development of institutions to improve performance, enhanced ability to generate ownership and sustainable collaboration in a complex context, systems and structures and become the gender transformative institutions. The aim is to ensure that these institutions provide gender responsive services to young women and girls that they serve.

This is a five-phase assignment that will include different Wezesha Binti partners in Kigoma, with different mandates, roles, and objectives. The applicant for this assignment MUST work and align their workplan with different Wezesha Binti Partners and technical actors across the result domains. The names of the partners and technical actors will be shared by the selected applicant.

## 5.2 General objectives of the assignment

The primary objective of this assignment is to support Enabel Partners to become gender transformative institutions and improve their institutional capacity and approach in provision of gender responsive services.

### Specific objectives:

1. To support leadership within the institutions (Wezesha Binti Partners) to facilitate meaningful change, foster commitment, create systems and structures that ensure sustainable provision of gender responsive services.
2. Develop training guidelines and Training of Trainers (ToT) guides aiming to guide gender equality and social safeguard mainstreaming in implementing the Enabel's Wezesha Binti project.
3. Organize training of trainers on gender mainstreaming, gender responsive leadership and develop action plans for implementation.
4. Support the leadership throughout the institutional –and individual change and transition processes integrating and embedding gender responsive structures, systems, approaches, tools, and service delivery in their institutions.

### Wezesha Binti Partner.

For the purpose of this assignment, Wezesha Binti has four categories of partners, with different mandates, roles and responsibilities, operating in complex systems, structures, and contexts. In this assignment, different actors may need different approaches in order to facilitate change, become gender transformative and provide gender responsive services. In addition to the prescribed methodology for partners, the applicant MUST propose additional strategies in making these institutions gender transformative. The partners are described below

	<b>Partners</b>	<b>Description</b>
1	Selected 25 Secondary Schools in Kigoma.	These are selected government owned, secondary schools in five districts of Kigoma; under the Wezesha Binti, they will focus on providing quality education for young women and girls.
2	Technical Vocational Education Training (TVET)	These are Nine Technical Vocational Education training institutes and Folk Development Colleges, that are direct grantees for Wezesha Binti Project, developing and offering gender transformative courses based on the needs and opportunities in the local markets to young women. They are in six districts of Kigoma
3	Business Support Organizations and selected private companies.	These are independent organizations and companies that support the business growth of individual women entrepreneurs. women associations or cooperatives, and women led companies.

## 5.3 Scope of Work

The service provider for this assignment will work with the Enabel partners as described in the tender specifications to support them in becoming gender transformative institutions. The assignment will take place in Kigoma, working with Wezesha Binti Partners in Kasulu Town Council, Kasulu District Council, Kigoma Municipality, Kigoma District Council, Kibondo and Buhigwe Districts.

This assignment will target the schools, training centres and private sector partners that Wezesha Binti

works with under result domains 1 and 2.

It will raise awareness and help strengthen their institutional approach to gender issues, including in planning, leadership approach, and service delivery, provided in five phases as described as follows:

**Phase 1: Preparation Phase:** The phase will start with the partners, pre- training self-assessment, online consultation of partners, training of senior management on facilitating institutional development and setting up gender working groups in each institution.

**Phase 2: Training of Trainers:** 50 senior management leaders will be trained on gender equality, gender analysis, gender responsive planning, gender responsive leadership and social safeguarding for six weeks in total divided over duration of this assignment.

**Phase 3: Implementation Phase:** This phase will specifically focus on rolling out different training components with members of the gender working group. The trained institutional leaders will roll out different training components to the members of gender working groups, in their respective institutions. In this phase, the leaders will also be trained on the second round of facilitating organizational development. In this phase, the consultant will support institutions to develop action plans for gender transformative changes in their institutions.

**Phase 4: Rolling out the action plan:** Following the training, the consultant will support the institutions on implementation of different actions for gender transformative changes within their institutions. This will be based on a self-assessment of the situation in the school, training centers and private partners (in leadership, girls' participation, inclusiveness, service provision, social safeguarding)

**Phase 5: Support implementation of the action plan, learning and linkage, with potential partners:**

In schools and training centers, an important element on the social safeguard protocols that prevent and respond efficiently to bullying, sexual harassment and abuse between students and between students and staff must be incorporated. This will include training employees and students and linking the schools to the existing referral systems. The service provider must link with the potential partnerships including the Tanzania Education Network, Gender Desk, Women organization and other proposed partners. In this phase, the service provider will also facilitate the final set of training on facilitating institutional development to the trainers and institutional leaders.

In addition to the phases, the service provider will also contribute to the action research on the change process in the target institutions that will be conducted by Enabel and providing insights into the process and support partners on their learning process. The service provider will collaborate and align their workplan with the Wezesha Binti implementation partners, that are implementing the actions on gender, education, skills development and entrepreneurship, and other technical experts. The service provider must engage with partners in an extensive manner and support them throughout the process including support them in managing change within their institutions and

#### **Activities:**

1. Inception meeting with Enabel to discuss the inception note. The inception meeting will concentrate on the technical offer, methodology, workplan, proposed partners self-assessment tools, timeline, definition of participants and mode of delivering the assignment, financial offer, risk and mitigation measures.
2. Conduct partner's pre-training assessment and follow up with progress throughout the assignment period
3. Conduct a set of three training for partners leadership and proposed trainers on- Facilitating Organizational Development or related training that would prepare participants for the institutional change- distributed throughout the phases.
4. Work with the institutions to formulate the gender working group in their institutions
5. Design a comprehensive training guide and Training of Trainers (ToT) program on Gender Equality, Gender responsive planning, gender transformative leadership, gender analysis. The applicant may propose additional content for the training at the application stage and develop a training guide during the inception stage.

6. Conduct Training of trainers on program on Gender Equality, Gender responsive planning, gender transformative leadership, gender analysis. The applicant may propose additional content for the training at the application stage and develop a training guide during the inception stage.
7. Support the trainees to develop workplans and roll out training modules in their respective institutions.
8. Support the partners to participate in the Action Research through the designed activities including data collection and reporting.
9. Update meetings and restitution workshops

### **Key Elements to be considered during the assignment**

#### **Gender transformative approach:**

To the largest extent possible, Enabel tackles deep-rooted social norms and perceptions that create or reinforce discrimination based on gender in all institutions and contexts relevant to the present assignment.

The following aspects of gender equality should be considered throughout the assignment

1. Gendered power relations and effective participation of young women within decision-making structures
2. Opportunities of decent, adapted and durable work considering young women and girls' specific needs and opportunities.
3. Effective participation of women and girls in leadership, decision making
4. Prevention and response to (all types of) gender-based violence (including online GBV, economic violence).
5. Engagement of men and boys into positive and transformative masculinities through community and institutional capacity building and reinforcement.
6. Questioning of gender roles and stereotypes (for example via training of teachers and social work professionals, peer to peer education, social media campaigns)
7. Reveal the scale of gender inequality by supporting gender-disaggregated collection, analysis and reporting of data during the Action Research work
8. Opportunities of collaborations on shared, participative and transformational visions of resilience to climate-change.
9. Women and girl's empowerment opportunities throughout the project and the specific assignment.

#### **Human rights-based approach.**

The assignment will strengthen the capacity of institutional leaders in the field of gender equality and women's rights as prescribed in this ToR. Specific attention will be paid to vulnerable groups adhering to LEAVE NO ONE BEHIND and DO NO HARM principles

#### **In this assignment, Enabel will**

1. Make accessible all relevant documents, reviews and research that will be used during the preparation and implementation of the assignment.
2. Provide the procedural and logistical arrangements during the preparation and implementation and implementation of the assignment.
3. Support in the roll out of the institutional workplans following the training of trainers.

### **5.4 Technical Offer**

The bidder must describe the methodology by which they will address/deliver the demands described in these ToR; providing

- A detailed description of the approach to the assignment, training, action research details, and coherence with all three result domains as described in the background information.
- Understanding of the ToRs,
- Risk assessment and possible mitigation measures,
- Work plan and work distribution among the team. The bidder must provide a workplan with timelines for each activity within the provided timeframe.

The applicant must describe their approach to institutional strengthening, gender and social inclusion

both in process and content in a maximum of 0 pages.

## 5.5 Duration, Timeline and Deliverables

This contract will be executed within 24-months duration starting from the date of the reception of the award notification letter (with a maximum of 152-person days).

The bidder is expected to fulfil the required tasks and execute the deliverables in the proposed timeframe below. (Please note that the bidder may propose an alternative timeframe)

Activity Description	Deliverables	Number of Person Days
<b>Inception Period</b>		
Inception meeting to clarify terms and conditions	Inception Report including <ul style="list-style-type: none"> <li>Detailed approach &amp; methodology</li> <li>Detailed work plan including activities and sub activities</li> <li>Tools to be used</li> <li>Proposed partner's assessment tools</li> </ul>	4
<b>Phase 1: Preparation Phase</b>		
Develop training guides and tools for delivering the activity  - Conduct partners- self assessment  - Organize Gender Working Groups in the institution  - Conduct a 4-day Organizational Development training for institutional leaders	Training of Trainers Guide and facilitation tools	10
	Report on organized gender working groups (Gender Workgroups in provided Institutions)	5
	Partners Assessment Report	5
	4 Days training Report	6
<b>Phase 2: Training of Trainers</b>		
Conduct a 3- 4 days Organizational Development training for institutional leaders  Conduct a five day's training of Trainers on gender and institutionalization of working from a gender perspective  Support partners to develop a costed workplan that will help roll out of the modules in the institutions  Work with institutions and schools to roll out different components with the members of Gender Working groups	Training Report- on Organizational Development  Partners costed workplans  Progress report	15
<b>Phase 3: Implementation Phase</b>		
-Meetings with institutions and schools to roll out different components with the	Training report for 4 Days training on Facilitating Institutional Development	10

<p>members of Gender Working groups</p> <p>-Training of institutional leaders on the second phase of gender components.</p> <p>Training of institutional leaders on the second round of facilitating institutional development.</p> <p>Support institutions to develop action plans for gender transformative changes in their institutions</p>	Institutional action plans	
	Training report for 5 Days ToT on second phase of gender components.	10
	Meeting reports for 10 Meetings with institutions	20
	Overall Progress Report	3
<p><b>Phase 4: Developing an action plan based on a self-assessment of the situation in the school, training centers and private partners</b></p>		
<p>-Support gender working groups to develop action plan based on a self-assessment of the situation in the school, training centers and private partners in leadership, girls' participation, inclusiveness, service provision, social safeguarding</p> <p>Training of Institutional leaders on selected modules on gender</p> <p>Refresher/follow up session training on Facilitating Institutional Development for the leaders</p> <p>Prepare the institutional sustainability strategy for the gender transformative institution</p>	Partners action plan and implementation work plan	5
	-Institutional leaders training report	5
	Refresher/follow up training report	5
	Institutional sustainability strategy	5
<p><b>Phase 5: Support implementation of the action plan and identifying potential partners</b></p>		
<p>Support partners to implement the activities in the workplan including holding reflection sessions, self-evaluation, etc.</p> <p>Conduct Follow up training on institutional development for leaders- to assess the milestone</p> <p>Final training on selected modules on gender for institutional leaders</p> <p>Meetings with Enabel on progress and additional support</p>	Activity reports for 4 reflection sessions	10
	Assessment report on the milestones	8
	Progress report on selected modules	10
	Progress report for Final training on selected modules on gender for institutional leaders	2
	5 Meeting Reports and Reviewed workplan	10
Meetings with institutional leaders on Action Research process	4 Meeting Reports and Reviewed workplan	2
<p><b>Final phase: FINAL REPORT</b></p>		
Preparation and submission of the final report incorporating all activities executed in all phases	Final narrative report	2



<b>Total Number of Days (Distributed through 24 Months)</b>		<b>152</b>
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### **Utilization of the outcomes of the assignment**

This assignment will be used for enhancing institutional and technical strengthening of targeted partners, schools and institutions mentioned in these terms of reference. The training guidelines and Training of Trainers (ToT) will be used to guide gender equality advancement. The facilitation of institutional development for leaders training is expected to provide the leaders with an opportunity to explore their own stand on gender, explore their voluntary and involuntary biases against gender equality and strengthen their skills on facilitating organizational development and managing change as they transition to the gender transformative institution. The training guidelines will encourage the targeted institutions and partners to provide flexible and innovative gender responsive services, considering the existing context and available resources to achieve the most effective results that strengthen gender equality and gender responsiveness. The overarching goal is to transform services (schools, training centers and private sector partners) to be gender transformative and provide gender responsive services to girls and young women needs.

#### **5.6 Quality management**

The Contractor shall ensure quality management through continuous monitoring, feedback meetings and other approaches deem necessary the Contractor shall ensure the quality of their service and monitor the satisfaction of those involved in all aspects of the activities.

Evaluation of the performance will be conducted by the contracting authority on a regular basis to assess the level of the quality of documents provided

The contracting authority will communicate the assessment methodology prior to the evaluation, where applicable.

The Contracting Authority will communicate the outcomes of the evaluation sessions to the Contractor and, if necessary, will ask for actions to be taken. The Contractor can also perform self-evaluation, without the results of it being binding to the Contracting Authority. The Contracting Authority will closely monitor the progress made towards the implementation of the different activities to ensure that the desired level is maintained.

#### **5.7 Project management**

A kickoff meeting will take place at the start of the performance. The aim will be to discuss with the Contracting Authority the general implementation of the project, the work plan and communication with the project management team. The meeting will also aim at clarifying to the Contractor the roles and responsibilities of the Contracting Authority during the implementation.

As required, ad hoc meetings and conference calls will be scheduled and organized by the Contractor during the implementation of a given service request. Prior to each of these meetings/ conference calls the Contractor will submit to the Contracting Authority a summary of any specific points that need to be discussed.

The Contracting Authority's responsibility is to:

- Ensure availability of all relevant information required to ably deliver the assignment.
- Ensure quality control and assurance through close monitoring of the assignment.
- Ensure effective communication between and among all stakeholders.

Daily coordination and management of this consultancy will be led by the Gender Thematic expert from Enabel, who is also the managing official.

Supplementary meetings during the implementation of the specific contracts may be convened at the request of the Contracting Authority to monitor the implementation.



The Contractor shall be required to reply to all queries from the Contracting Authority within two (2) working days, unless agreed otherwise.

Furthermore, the Contractor shall be obliged to ensure that the key experts comply to and follow the instructions given by the Contracting Authority, to allow smooth administration of the activities. The Contractor must also ensure timely and accurate invoicing for services delivered and required reporting.

Without prejudice to any of the outputs/deliverables as outlined above, the Contractor shall provide progress reports with, at a minimum, the following characteristics:

- They should be provided following each phase as described in these Terms of Reference ( 5.5)
- The reports shall be a maximum of 30 pages describing the activity, participants' characteristics, summary of the process, learning, and recommendation as per Terms of reference (5.4).
- The service provider shall also include any other information relevant to the report as deemed necessary.
- The report should include all relevant references, dates, and the subject of the assignment.

All outputs/deliverables (deliverables for services as the overviews) as outlined will be submitted for approval and endorsement to the managing official.

### **Other resource**

The Enabel project team will support on provision of key project documentation, key logistical support, and orientation for the engagement

## **5.8 Required technical profile of the consulting firm and the proposed key experts (to be analyzed at Selection stage)**

### **5.8.1. Minimum required profile of the consulting firm.**

An interested consulting firm/institution/enterprise/ or company applying for the mentioned consultancy assignment should fulfil the following requirements:

- At least 5 years of experience in facilitating - institutional development, transformational leadership and gender transformative approaches for development partners, government sectors or non-government organizations (proven by company profile).
- At least 2 years' consulting experience in gender, skills development, and decent job-related assignments (proven by a company profile)
- Should have proven record/evidence of having successfully completed at least 2 assignments performed in similar projects, with same magnitude (proven by related certificate of good completion or any other proof justifying this experience)

## **5.8.2. Minimum required profile of the key experts**

### **5.8.2.1. Team Composition**

The bidder must have a team of a minimum THREE people in which TWO of the team members must be women.

The consultancy firm should have a multidisciplinary team of key experts comprising of at least the following:

#### **1) Team Leader**

- The lead consultant must have a master's degree level or equivalent in gender studies, sociology, political science, education, development studies or any other relevant field.
- At least 8 years of professional experience in facilitating trainings and processes on organizational development, and institutional strengthening.
- Must have a minimum of 5 years' experience in supporting leaders on change and change management within the institutions
- Must have a minimum of 5 years' experience in developing gender transformative programming for non-profit.
- Must have a minimum of 5 years' experience in designing and rolling out training of trainer's programs.
- Must have at least 5 years' experience in mentoring and training trainers in adult learning
- At least 5 years of experience in designing and rolling out contextualized training manuals, guides and processes

#### **2) Team member1**

- Must have a minimum of bachelor's degree in social sciences or equivalent.
- Must have at least 5 years' demonstrated experience in working with Technical Vocational Education Training, or Business Support Organizations,
- Must have at least 5 years' experience in supporting organizations in building gender transformative institutions from a reputable institution.
- At least 3 years of experience in developing and rolling out contextualized training manuals, guides and processes

#### **3) Team member2**

- Must have at least 3 years' experience in facilitation, mentoring and coaching skills
- Must have a minimum of bachelor's degree in social sciences, education or another related field
- Must have at least 5 years' experience in working with women right organizations
- Must have at least 3 years' experience in facilitating workshops, coordination of activities and follow-up
- Must have at least 5 years' experience in conducting risk assessments on Sexual Exploitation and Abuse, discrimination and exclusion, preferably in NGOs or Government system.

The bidder must attach their Curriculum Vitae of the key experts to demonstrate the mentioned requirements.

The bidder is free to propose additional/support experts to assist these 3 key positions to cover all domain of competency that may be required, but additional staff will not be considered for the selection nor the award stage. In this case the bidder must clearly indicate the CV (name) of the additional/support staff and to which of the 3 key positions mentioned above, he/she is supporting (these additional staff must be included in the costing of the key staffs).

### 5.9 Deliverables and Payment schedule:

The firm must submit the following deliverables throughout the execution of tender as per the following payment schedule:

No	Deliverable	Payment Modality	
1	<p><b><u>Upon Approval of the inception report</u></b> outlining:</p> <ul style="list-style-type: none"> <li>➤ Detailed approach &amp; methodology</li> <li>➤ Detailed work plan including activities and sub activities</li> <li>➤ Tools to be used</li> <li>➤ Proposed partner's assessment tools</li> </ul> <p><i>The above deliverables should be accepted by the Managing Official</i></p>	1 <sup>st</sup> Instalment 1	10% expert fees
2	<p><b><u>Upon Approval of the phase 1 preparation reports</u></b> including:</p> <ul style="list-style-type: none"> <li>➤ Training guide and facilitation tools</li> <li>➤ Report on organized gender working groups</li> <li>➤ Partners Assessment Report</li> <li>➤ 4-days training Report for Organizational Development training for institutional leaders</li> </ul> <p><i>The above deliverables should be accepted by the Managing Official</i></p>	2 <sup>nd</sup> Instalment	10% expert fees + reimbursable up to date (if any)
2	<p><b><u>Upon approval of phase 2's reports</u></b> including:</p> <ul style="list-style-type: none"> <li>➤ Organizational Development Training report</li> <li>➤ Partners costed workplans</li> <li>➤ Progress report</li> </ul> <p><i>The above deliverables should be accepted by the Managing Official</i></p>	3 <sup>rd</sup> Instalment	10% expert fees + reimbursable up to date (if any)
3	<p><b><u>Upon approval of phase 3's reports</u></b> including:</p> <ul style="list-style-type: none"> <li>➤ Training report for 4 Days training on Facilitating Institutional Development</li> <li>➤ Institutional action plans</li> <li>➤ Training report for 5 Days ToT on second phase of gender components</li> <li>➤ Meeting reports for 10 Meetings with institutions</li> </ul>	4 <sup>th</sup> Instalments	30% expert fees + reimbursable up to date (if any)

	<p>➤ Overall Progress Report</p> <p><b><i>The above deliverables should be accepted by the Managing Official</i></b></p>		
4	<p><b>Upon approval of phase 4's reports including:</b></p> <ul style="list-style-type: none"> <li>➤ Partners Action plan</li> <li>➤ Implementation plans</li> <li>➤ Institutional leaders training report</li> <li>➤ Refresher/follow up training report</li> <li>➤ Institutional sustainability strategy</li> </ul> <p><b><i>The above deliverables should be accepted by the Managing Official</i></b></p>	5 <sup>th</sup> Instalments	10% expert fees + reimbursable up to date (if any)
5	<p><b>Upon approval of phase 5's reports including:</b></p> <ul style="list-style-type: none"> <li>➤ Activity reports for 4 reflection sessions</li> <li>➤ Assessment report on the milestones</li> <li>➤ Progress report for Final training on selected modules on gender for institutional leaders</li> <li>➤ Institutional Meeting Reports</li> </ul> <p><b><i>The above deliverables should be accepted by the Managing Official</i></b></p>	6 <sup>th</sup> Instalment	20% of experts' cost + reimbursable up to date (if any)
6	<p><b><u>Upon approval of</u> Final narrative report</b></p> <p><b><i>The above deliverable should be accepted by the Managing Official</i></b></p>	7 <sup>th</sup> Instalment	10% expert fees and reimbursable up to date (if any)

## 6 Forms

### 6.1. Identification Form

#### 6.1.1. Legal person entity private/public legal body

<b>OFFICIAL NAME</b> ②		
<b>ABREVIATION</b>		
<b>MAIN REGISTRATION NUMBER</b> ③		
<b>SECONDARY REGISTRATION NUMBER</b> (if applicable)		
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>
<b>DATE OF MAIN REGISTRATION</b>	<b>DD</b>	<b>MM</b> <b>YYYY</b>
<b>VAT NUMBER</b>		
<b>OFFICIAL ADDRESS</b>		
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>
<b>COUNTRY</b>		<b>PHONE</b>
<b>E-MAIL</b>		
<b>DATE</b>	<b>STAMP</b>	
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>		

- 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.

### 6.1.2. Public law entity

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

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.

### 6.1.3. Subcontractors

Name and legal form	Address / Registered office	Object

## 6.2. Financial identification Form

BANKING DETAILS	
ACCOUNT NAME <sup>1</sup>	
IBAN/ACCOUNT NUMBER <sup>2</sup>	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

  

ADDRESS OF BANK BRANCH	
STREET & NUMBER	
TOWN/CITY	POST CODE
COUNTRY	

  

ACCOUNT HOLDER'S DATA AS DECLARED TO THE BANK	
ACCOUNT HOLDER	
STREET & NUMBER	
TOWN/CITY	POST CODE
COUNTRY	

  

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)
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<sup>1</sup> This does not refer to the type of account. The account name is usually the one of the account holders. However, the account holder may have chosen a different name to its bank account.

<sup>2</sup> Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.



### 6.3. Tender Forms – prices<sup>3</sup>

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications TZA22002-10214 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:

	Unit	Unit price incl. WHT <sup>4</sup>	Quantity (max 152 person days)	Total incl. WHT, <sup>2</sup>
<b>1. Expert Fees</b>				
<b>2. Expert1: Team Leader</b>	Person-days	€		€
<b>3. Expert 2: Team member</b>	Person-days	€		€
<b>4. Expert 3: Team member</b>	Person-days	€		€
<b>5. ....</b>				
<b>SUB-TOTAL: incl. WHT and excl. VAT (A)</b>				€
<b>WHT<sup>2</sup> to be retained at source: 5% of (A) for local bidders or 15% for international bidder. (B)</b>				€
<b>NET to be paid to the bidder (C) = (A-B)</b>				€
<b>VAT of 15% to be added on (A); for international bidders refer to the footnote (D)</b>				€
<b>SUB-TOTAL: incl. WHT and VAT (E) = (A+D)</b>				€
<b>6. Reimbursable Fees (if applicable)<sup>5</sup></b>				
International travel costs		€		€
Visa costs		€		€
<b>SUB-TOTAL (F)</b>				€
<b>GRAND TOTAL (G) = (E+F)</b>				€

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

In annex ....., the tenderer attaches..... to his tender TZA22002-10214 bid.

Certified true and sincere,

Handwritten original signature(s):

<sup>3</sup> The tenderer is required to use this template/tender form for the financial offer

<sup>4</sup> 5% will be imposed for Local Consultant while 15% will be imposed for international consultant.

<sup>5</sup> Refer to the section 3.4.3.1-Element included in the price

#### **6.4. 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 organization
  - 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 more than 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 reorganization or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganization, 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 arrangements to distort competition.

The presence of this counterparty on one of Enabel's exclusion lists because of such an act/agreement/arrangement is 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 destabilization 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/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](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%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

Date

Location

Signature

## 6.5. 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.

## 6.6. Selection file – Economic and financial capacity

<b>Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017</b>	
<p>In one of the past three financial years the tenderer must have achieved a total turnover of at least <b>the value of the tender</b>. He shall include in his tender a statement on turnover during the three past financial years, unless total turnover is mentioned in the approved Financial Statements that can be consulted via the digital portal (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out).</p>	<p><b>Provide The statement on the total turnovers achieved during the past three financial years.</b></p> <p><b><u>The total turnovers for each of the past 3 years should be equal to at least the value of the tender.</u></b></p>
<p>The tenderer must also provide evidence of his financial solvability. This financial capacity will be evaluated on the basis of <b>the approved Financial Statements</b> of the 3 past financial years.</p> <p>Tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years shall include them in their tender. This obligation also applies for recently approved Financial Statements that have not yet been deposited with the National Bank of Belgium because the legal deposit deadline has not yet expired.</p> <p>For individual undertakings it suffices to draw up a document that lists all assets and liabilities by an IEC/IAB accountant or a registered auditor. This document must be certified true by an IEC/IAB accountant or by the registered auditor, as appropriate. The document must present recent financial conditions (dated 6 months maximum from the tender opening date). In case the enterprise has not yet published its Financial Statements, an interim balance certified true by the IEC/IAB accountant, or the registered auditor will do.</p> <p><b>Non-Belgian enterprises</b> must also attach to their tender their approved Financial Statements for the 3 past financial years or a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a <b>registered auditor or by the person or body with this function in the country concerned will do.</b></p>	<p><b><u>Provide The approved Financial Statements documents approved by the competent organ/Authority for the last 3 years.</u></b></p>

## 6.7. Selection file – technical aptitude

<b>Technical aptitude: See Art. 68 of the Royal Decree of 18.04.2017</b>	
<p>To perform this assignment, the consulting firm is required to meet the minimum requirements as described in ToRs <b>section 5.8</b></p> <p>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. Service delivery is demonstrated by certificates drawn up or approved by the competent authority or, where the client was a private purchaser, by certification of the private purchaser, or by default, by a simple statement of the service provider.</p>	<p><b>PROVIDE THE PROOF OF THE MINIMUM REQUIRED PROFILE for the firm as described ToRs section 5.8.</b></p>

## Other documents to be provided

### 6.8. Power of attorney

The Bidder shall include in his tender the **power of attorney empowering the person signing the bid** on behalf of the company, joint venture or consortium.

In case of a **consortium** or a **temporary association**, the joint bid must specify through the signed Joint Venture agreement, the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.

### 6.9. Incorporation certificate

The Bidder shall include in his tender the **incorporation certificate/trading licence**<sup>[1]</sup> from the competent authority in the country of establishment.

### 6.10. Certification of clearance with regards to the payments of social security contributions

At the latest before award, the Bidder must provide a certification<sup>21</sup> from the competent authority stating that he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment. The Bidder registered in Belgium must be in order for the **4<sup>th</sup> term of 2024**.

### 6.11 Certification of clearance with regards to the payments of applicable taxes

At the latest before award, the bidder must provide a **recent certification**<sup>21</sup> (up to 6 months) from the competent authority stating that the bidder is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

### 6.12. List of the similar assignments

Bidder must provide in his bid the list of **the 2 assignments** performed in similar projects, with same magnitude (proven by related certificate of good completion or any other proof justifying this experience), including information such as: the amount involved (to measure the similarity) and the relevant dates, and the public or private bodies on behalf of which they were carried out.

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates	Name of the Client

### 6.13. Key experts

The tenderer must complete the summarized table hereunder. He must provide in his offer the CVs of the key experts proposed for implementing this services contract as well as their degree certificates. The consultancy team will be comprised of at least 3 (KEY) team members (as detailed in the ToRs). The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs. Each CV should be signed by their owners.

Name of expert	Proposed position	Years of relevant experience	Education background	Special area of knowledge

#### 6.14. Availability of key experts

By submitting this tender, the tenderer explicitly declares that the following key experts are available for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the methodology. Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority.

Key experts	from	to
X		
Name:		
X		
Name:		
X		
Name:		
X		

Name and first name: .....

Duly authorised to sign this tender on behalf of: .....

Place and date: .....

Signature: .....

In case of a consortium or a temporary association, the certificate must be submitted for all members.



**Overview of the documents to be submitted – to be completed exhaustively.**

1. Technical proposal
  - Technical offer
  - Company profile
  - Certificates of good completion
  - Experts' CVs, and degrees
2. Financial proposal
3. Required Forms (**section 6**)
4. Other required documents (**section 6**)