



Tender Specifications of April 2025

**Public services procurement contract for
'TZA22002-10119 '**

**Consultancy services to support Circular
Economy and Digital Inclusion**

Negotiated Procedure without Prior Publication.

Country: TANZANIA

NAVISION CODE: TZA2200211

Belgian development agency

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 does not derogate from Articles 25-33 (see point 4.7 “performance guarantee”) 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 organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by **Mr. Koenraad GOEKINT, Country Director** of Enabel Representation in Tanzania who is mandated to represent the company towards third parties.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003¹, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

¹ Belgian Official Gazette of 18 November 2008.

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation² on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

1.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts³;
- 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;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁴;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁵;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.

² <http://www.ilo.org/ilolex/french/convdisp1.htm>.

³ Belgian Official Gazette 14 July 2016.

⁴ Belgian Official Gazette 9 May 2017.

⁵ Belgian Official Gazette 27 June 2017.

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

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

1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: Enabel, represented by the country Director 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 with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

1.6.2 Confidentiality

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

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

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

1.7 Deontological obligations

1.7.1. Any failure to comply with one or more of the deontological clauses may lead to the

exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel.

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

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

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

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

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

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

1.8 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

This procurement contract is a services procurement contract.

2.2 Subject-matter of the procurement contract

This services procurement contract consists of consultancy services to support circular economy and digital inclusion through living labs for E-waste management and entrepreneurship, in conformity with the conditions of these Tender Specifications.

2.3 Lots

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

2.4 Items

The contract costs of one item (1) with tasks described in the ToRs (See also section 5 of the tender specifications). These tasks are pooled and form one single procurement contract.

2.5 Term of the procurement contract

For this lot, the procurement contract starts upon award notification and end upon acceptance of services and shall last for the duration of contract as expressed in the Tender document.

2.6 Variants

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

2.7 Option

Options are not permitted.

2.8 Quantity

See terms of references section 5 and Tender Price Form– 6.2

3 Subject-matter and scope of the procurement contract

3.1 Award procedure

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

3.2 Semi-official notification

3.2.1 Enabel publication

This procurement contract is published on the Enabel website (www.enabel.be) from **4th/April/2025 to 29/April/2025**.

3.3 Information

The awarding of this procurement contract is coordinated by **Pierre Remy NSHIMIYIMANA, Contract Officer** – Email: pierreremy.nshimiyimana@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 to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 17th April 2025 (10 days before the submission date), candidate-tenderers may ask questions about these Tender Specifications and the procurement contract.

Questions will be in writing to;

Pierre Remy NSHIMIYIMANA

(pierreremy.nshimiyimana@enabel.be)

With copy to

Mr. Lutufyo MWAKIPESILE,

(Lutufyo.mwakipesile@enabel.be + procurement.tza@enabel.be)

And

Joachim MANGILIMA

(joachim.mangilima@enabel.be)

and they will be answered in the order received.

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

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail.

To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within **ten (10)** days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

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

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

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

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

3.4.2 Period the tender is valid

The tenderers are bound by their tender for a period of 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 obligatorily be quoted in EUROS.

This procurement contract is a lump sum contract, meaning a contract in which a flat rate price covers the whole performance of the contract or each of the items of the inventory be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

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

3.4.3.1 Elements included in the price

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

The following are in particular included in the prices:

- **Lumpsum Unit cost** - it must includes all costs related to the provision of the services, including but not limited to.
 - Professional fees;
 - Per diems, accommodation, and local transport;

- Insurance, security, and communication (including internet);
- Administrative and secretarial support;
- Photocopying, printing, and documentation;
- Domestic travel and transportation (within and outside the site of assignment);
- Equipment packaging, delivery, and documentation;
- Copyright fees, third-party services, and required training for operation;
- Compliance with occupational safety and health requirements;
- Customs and excise duties related to the use of equipment or materials;
- Any other costs necessary for the complete execution of the contract.
- **Reimbursable costs** - Only international travel (economy-class air tickets) and visa costs may be reimbursed, subject to prior approval and submission of justification documents, and only up to the maximum amount proposed and accepted in the financial offer.
- **International travel days are not reimbursed by Enabel.**

3.4.4 How to submit tenders?

Without prejudice to any variants, the tenderer may only submit one tender only per procurement contract/lot.

The tenderer submits his tender as follows:

The tender will be drawn up in two (2) copies, one 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 handwritten 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 **Tender TZA22002-10119**.

The tender must be received before 29th April 2025 at 04:00 PM EAT. It must be sent to:

The Attention of by Lutufyo MWAKIPESILE.

Procurement officer - Enabel Tanzania

Enabel Representation,

14/15 Masaki, Haile Selassie Road, Oasis Office Park, 4tFloor,

P.O Box 23209,

Dar es Salaam, Tanzania.

It may be submitted:

Tender Specifications TZA22002-10119 Consultancy services to support Circular Economy and Digital Inclusion

- 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).
- c) Each company is allowed to submit only one bid. This means that if a tenderer submits a bid as an individual institution, they cannot also submit a bid as part of a joint venture for the same tender. Should it occur, both bids shall be excluded from the tender.
- d) The tenderer is fully responsible for ensuring that their bid is submitted and delivered to the right address and Location as mentioned above.

NB: SUBMISSION OF TENDERS BY E-MAIL ARE PROHIBITED

- Each company is allowed to submit only one bid. This means that if a tenderer submits a bid as an individual institution, they cannot also submit a bid as part of a joint venture for the same tender. Should it occur, both bids shall be excluded from the tender.
- The tenderer is fully responsible for ensuring that their bid is submitted and delivered to the right address and Location as mentioned above.

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, provided that 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 the tenders

Article 83-84 of the Royal Decree of 14 April 2017

The tender must be in the possession of the contracting authority before the final submission date and time specified in point 3.4.4. “How to Submit tenders”. The tenders shall be opened behind closed doors.

3.4.7 Selection of tenderers

Article 66 – 80 of the Law; Articles 59 to 74 of the Royal Decree on Awarding

3.4.7.1 Exclusion grounds

Articles 52 and 69 of the Law; Article 51 of the Royal Decree of 18 April 2017

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

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

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

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

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

The contracting authority will ask the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, if necessary to ensure the smooth proceeding of the procedure. The tenderer is not required to submit any supporting documents or other evidence if and to the extent that the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

With the exception of the exclusion grounds relating to tax and social security, the tenderer that is in one of the mandatory or optional exclusion situations can prove on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organisational and personnel measures to prevent a new criminal offence or a new fault.

3.4.7.2 Selection criteria

Article 71 of the Law and Articles 65 -74 of the Royal Decree of 18 April 2017

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

The details of the minimum selection criteria are set in the section 5 of the tender.

If a bidder does not meet the minimum required profile for the firm and for the proposed experts, the bidder will not be selected for the award stage.

3.4.7.3 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 regularised during the negotiations.

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents.

This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. **Maximum three (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 conclude the negotiations, it will advise the remaining tenderers and will set a common deadline for the submission of the BAFOs (Best and Final Offer). Once negotiations have closed, the BAFO will be analysed with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.

3.4.7.4 Award criteria

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

- **Quality of technical proposal: 70%.**
- **Financial proposal: 30%.**

The details of the scoring matrix are found in the terms of references in the section 5.

3.4.7.5 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.

3.4.7.6 Awarding the procurement contract

Articles 41 and 81 of the Law

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

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

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

3.4.8 Concluding the procurement contract

Art. 88 of the Royal Decree on Awarding

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 of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

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

4 Special contractual provisions

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

These Tender Specifications does not derogate from Articles 25-33 of the GIR.

4.1 Definitions (Art. 2).

- Contract manager: The official or any other person who manages and controls the performance of the contract;
- Performance bond: Financial guarantee given by the successful tenderer to cover its obligations until final and good performance of the contract;
- Acceptance: Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- Progress payment: Payment of an instalment under the contract after service delivery is accepted;
- Advance: Payment of part of the contract before service delivery (if accepted);
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2 Managing official (Art. 11)

The managing official is **Mr. Joachim MANGILIMA**, Digital Expert of Enabel e-mail: Joachim.mangilima@enabel.be

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

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

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

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract is 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.

4.3 Subcontractors (Art. 12 to 15)

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

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

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

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

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.4 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.

4.5 Protection of personal data

4.5.1 Processing of personal data by the contracting authority

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

4.5.2 Processing of personal data by a subcontractor

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

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

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

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

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

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

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in section 6.1.1. Filling out and signing this annex is therefore a condition of regularity of the tender.

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4.6 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 licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

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

4.7 Performance bond (Art. 25 to 33)

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

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

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

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

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

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

1° in the case of cash, by transfer of the amount to the post account number of the Deposit and Consignment Office Fill out the form

https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcck@minfin.fed.be

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

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

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

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

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

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

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

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

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

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

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

2° For the 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.

4.8 Conformity of performance (Art. 34)

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

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

4.9.1 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.

4.9.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

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

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

4.9.4 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.

4.10 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.

4.11 Performance modalities (Art. 146 et seq.)

4.11.1 Deadlines and terms (Art. 147)

The services must be performed within 18 calendar months from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

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

The services will be performed in Tanzania.

4.12 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.

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

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

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

4.14 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.

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

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

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

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

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

4.15.1 Failure of performance (Art. 44)

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

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

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

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

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

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

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

4.15.2 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.

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

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

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

§2 The measures as of right are:

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

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

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

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

4.16 End of the procurement contract

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

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

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

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

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

The acceptance specified above is final.

4.16.2 Acceptance costs

Travel costs and any other costs that may include the cost for the stay of the service provider and his team will be borne solely by the service provider.

- When drawing up his tender, the tenderer shall take into account the following acceptance costs: Refinement and Validation of Deliverables – Any costs associated with improving, finalizing, or ensuring the completeness of the deliverables.
- Participation in Validation Sessions and Meetings – Costs incurred by the service provider and their team for attending validation sessions or meetings requested by the contracting authority. These sessions may be scheduled as per the approved work plan or convened at the discretion of the contracting authority to assess progress and determine next steps.
- Revisions and Refinements – Costs associated with modifying deliverables based on feedback provided during the validation process.
- Execution-Related Costs – Any expenses incurred by the service provider and their team during the execution of the assignment, within the agreed-upon scope of work, until the final acceptance of the deliverables.

The contracting authority shall be responsible for covering the costs of its managing officials and any third parties it invites to validation or acceptance sessions, including logistical and related expenses.

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

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

Tanzania.admin@enabel.be copying **Joachim MANGILIMA**
(Joachim.mangilima@enabel.be)

- 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 (30) days with effect from the expiry of the verification term or with effect from the day after the last day of the

verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

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

The invoice must be in EUROS.

No advance may be asked by the service provider, and the payment is made after acceptance of the related deliverable.

Payments shall be made exclusively in accordance with the payment schedule outlined in the Terms of Reference (section **Error! Reference source not found.**).

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 Description and Rationale

The purpose of this call for tender is to identify a qualified implementing partner to support circular economy initiatives, particularly focusing on e-waste management, digital entrepreneurship, and IT refurbishment in urban areas of Tanzania. This initiative is part of the Inclusive, Green, and Smart Cities (Inclu-Cities) project under the Team Europe Initiative, aimed at fostering inclusive economic growth, green infrastructure, and sustainable urban development in Tanzania, with emphasis on the cities of Mwanza and Tanga.

The selected tenderer will:

- Develop and deliver circular economy entrepreneurship program to train and incubate youth and women entrepreneurs.
- Offer technical capacity building to SIDO Tanga and SIDO TLED Hub support in operationalizing 2 Circular Economy Living Labs, 1 in Mwanza and 1 in Tanga, to address Mwanza and Tanga sustainability challenges through a co-creation methodology.
- Raise awareness and build capacity for safe e-waste management and IT refurbishment for local government officials and entrepreneurs.
- Develop an Action Plan to establish professional large scale IT refurbishment hub in Tanzania, aligning with national digital and green economy strategies, specifically work with VETA Kipawa to develop an action proposal for setting up a refurbishment plant in Dar es Salam.

This intervention addresses Tanzania's urgent need for structured e-waste management and increased capacity in circular economy solutions, while creating entrepreneurial opportunities for youth and women.

5.2 Selection Criteria

To be successfully selected in this tender, the following must be adhered to by all bidders.

Minimum Requirements for the Firm

- The bidder must provide audited financial statements showing an average turnover of 1.5x the bid amount for the last two (2) years as proof of financial stability.
- The bidder must provide at least two (2) references (certificates of good completion) for projects related to circular economy projects (e-waste management and/or IT refurbishment) completed within the past five (5) years.
- The bidder must provide at least one (1) reference (certificate of good completion) for a completed project related to entrepreneurship program development.

Minimum Requirement for the Expert(s)

The tender should submit the CVs for at least 2 lead experts meeting the below minimum qualifications.

- **Lead Experts: Circular Economy Expert (2).**
- Education background: At least bachelors, preferably in Environmental Science, Waste Management, Circular Economy, or ICT, Sustainable Development or similar fields.
- At least 3 years of experience in circular economy that includes e-waste management and/or IT refurbishment.

In addition to the two key experts required for this assignment, the bidder **must propose between 2-4 additional staff members to support the experts.**

- Education background: At least bachelors, preferably in Environmental Science, Waste Management, Circular Economy, or ICT, Sustainable Development or similar fields.
- At least 3 years of experience in circular economy that includes e-waste management and/or IT refurbishment.

The CVs of both the two experts and support staff must be included in the proposal, with a clear description of their roles and responsibilities.

5.3 Technical Offer (Max 30 pages)

All tenderers must submit a technical offer including the following key components detailing the approach for implementing the initiative:

5.3.1 Awareness and Training Activities

A comprehensive plan for conducting workshops targeting at least 60 city staff in Mwanza and Tanga, focusing on e-waste management and circular IT practices. The plan must include detailed methods for stakeholder engagement, specifying strategies for sourcing participants, fostering engagement, ensuring participant retention, and defining their participatory roles during and after the workshops.

The workshops should incorporate a structured approach that emphasizes the interlinkages between e-waste management practices and relevant public laws, local regulations, and the responsibilities of local authorities. The content should be tailored to help city staff understand their role in promoting sustainable waste management while fostering collaboration with other public and private stakeholders.

Additionally, the plan should detail methods for organizing awareness and inspiration days to engage youth and women, clearly identifying economic opportunities within the e-waste and circular economy sectors. The sessions should highlight pathways for entrepreneurship, innovation, and active participation in sustainable business models.

A sustainability plan must be included, detailing how the knowledge and practices imparted during the workshops will be institutionalized and scaled over time. This plan should outline mechanisms for ongoing support, policy alignment, and collaboration with local authorities to ensure the long-term adoption of circular IT practices and e-waste management solutions.

5.3.2 Entrepreneurship

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An 8-month incubation program focusing on circular business models, e-waste recycling, and IT refurbishment. The methodology should describe the inclusion of modules such as circular economy principles, business development and marketing, e-waste management standards, and repair practices. The plan should also include a coaching and mentorship strategy for participating entrepreneurs. The program should be structured in such a way that it can support both early and growth-stage entrepreneurs operating in sectors such as green technology, waste management, and electronics repair, with a strong focus on expanding market reach and strengthening their business foundations.

Key objectives of the incubation program should include:

- Building entrepreneurs' capacity in circular economy principles, business development, marketing strategies, and e-waste management standards.
- Enabling participants to prototype and test new products and services through access to tailored facilities and equipment (including mobile prototyping units if feasible).
- Providing comprehensive support for market research to ensure market fit and scalability of business ideas.
- Ensuring access to mentorship and coaching from experienced professionals, along with networking opportunities to foster market linkages and partnerships.
- Enhancing access to finance through investor linkages and financial literacy sessions.

The tenderer must present a detailed program outlining:

- **Sourcing of Participants:** Clear participant selection criteria, targeting entrepreneurs with scalable ideas in the circular economy sector and ensuring gender inclusion.
- **Program Execution:** Description of the HR structure, roles, and expertise required to deliver the program.
- **Prototyping and Facilities Support:** Access to fabrication and repair equipment (including potential mobile facilities).
- **Integration in the Ecosystem:** Engagement with stakeholders to ensure alignment with local innovation ecosystems for long-term sustainability.
- **Access to Finance:** Structured pathways to connect participants with funding opportunities and support financial readiness.

As an extension of the above, the concept of living labs and co-creation will need to be implemented. The establishment of Circular Economy Living Labs in Mwanza and Tanga will aim to address sustainability challenges in these two regions through a co-creation methodology. These Living Labs will serve as collaborative platforms for stakeholders including the private sector, government, research institutions, and local communities to develop and scale innovative solutions for the circular economy. Unlike physical infrastructure, Living Labs focus on real-life experimentation, fostering open innovation, knowledge exchange, and entrepreneurship. By strengthening circular economy value chains, supporting SMEs, and providing

financial and technical assistance, these labs will empower young entrepreneurs and women while driving circular economy principles in Mwanza and Tanga. Hosted by SIDO Tanga and SIDO TLED Hub- Mwanza, the labs will facilitate business acceleration, capacity building, and vertical integration within the circular economy sector, linking MSME and SMEs with large circular economy companies and investors.

The successful bidder will be expected to offer technical support to both SIDO Tanga and SIDO TLED Hub in Mwanza in operationalizing these Living Labs by engaging stakeholders, designing participatory methods, and delivering training and business development services. The initiative will follow a quadruple helix model, integrating public and private sector actors, academia, and civil society to ensure solutions meet real community needs. With a focus on achieving at least 80% youth participation and 30% women involvement, the Living Labs will drive economic opportunities, enhance policy alignment, and serve as a model for replication in other Tanzanian cities. Successful bidder will be responsible for implementing co-creation processes, facilitating investment readiness, and establishing monitoring frameworks to track impact. This initiative represents a transformative opportunity to build a greener, more inclusive urban economy, positioning Mwanza and Tanga as leading examples of sustainable circular economy innovation.

5.3.3 Action Plan for IT Refurbishment Hub

An action plan for conducting a feasibility study and stakeholder consultations to develop a roadmap for establishing professional IT refurbishment hub in Tanzania. Recommendations on certification, funding mechanisms, and operational requirements must also be outlined. The special focus will be on working with Veta Kipawa in Dar es Salaam to develop an action plan for setting up a refurbishment center that will be managed by them.

5.3.4 Quality Assurance and Monitoring Plan

Every tenderer must provide a comprehensive plan that outlines their approach to ensuring quality and monitoring progress throughout the project lifecycle. This includes:

- Defining key performance indicators (KPIs) for tracking project milestones.
- Regular progress reviews to ensure alignment with project objectives.
- A process for receiving and addressing stakeholder feedback.
- Quality assurance mechanisms to ensure all deliverables meet technical requirements.

5.3.5 Project Timeline

The project is planned for 18 months from the award date. Every bidder must provide a detailed timeline outlining key phases, including stakeholder engagement, program design, implementation, and monitoring, with specific milestones and deadlines for each deliverable.

The following is an indicative high-level timeline for this project:

Activity	Description	Maximum Man-days	Timeline
Awareness & training activities	Awareness campaigns and training sessions to be conducted throughout the project to encourage behaviour change and community engagement.	36 -man days (2 days per month)	Month 1-18 (Continuous)
Entrepreneurship Incubation Phase 1	Initial engagement sessions with potential entrepreneurs to spark interest and identify innovative ideas for circular economy ventures.	24 man-days (3 days per week)	Month 4-5 (Awareness / Inspiration Days)
Entrepreneurship Incubation Phase 2	Structured incubation support, including mentorship, technical assistance, and market linkage activities.	56 man-days (8 days per month within the 7 months period)	Month 6-12 (Incubation)
Technical capacity building for operationalizing circular economy living labs	Fostering co-creation, stakeholder engagement, and innovation within the circular economy sector in Mwanza and Tanga	18 man-days (1 man-day per month for both Tanga and Mwanza)	Month 4-12
Action Plan for IT Refurbishment Hub	Development of a roadmap for establishing an IT refurbishment hub.	30 man-days	Month 6-18
Total		164 man-days	18months

The simultaneous implementation of these activities will ensure cohesive and dynamic project progress, allowing for ongoing stakeholder engagement, cross-learning opportunities, and real-time adjustments to enhance project outcomes.

5.3.6 Post-Implementation Support and Sustainability Plan

All tenderers must provide a detailed plan for ensuring post-implementation support and long-term sustainability of the project outcomes. This should include:

- A minimum of 3 months of post-implementation support to address issues or updates required for the training initiatives.
- A sustainability framework to ensure the operational continuity of Circular Economy Living Labs.

5.4 Key Deliverables and Payment Schedule.

The payment shall be made as per the following deliverables accepted.

Deliverable	Deliverable Description	Timeline	Payment Milestone
Inception Report (Work Plan & Methodology)	The report should detail the finalized work plan, proposed methodologies for each activity, timelines, and roles of key personnel. It should include risk management strategies and stakeholder engagement plans.	Month 1	20%
Phase 1: Inspiration Days Report	The report should cover details of the inspiration days, including schedules, speakers, topics addressed, participant engagement, and any entrepreneurial ideas generated. Include testimonials and attendance records.	Month 5	15%
Interim Awareness Workshops Report	A progress report summarizing awareness workshops conducted during the first nine months, including locations, participant demographics, training materials used, and key outcomes (knowledge gained and feedback). Attach photos and feedback forms.	Month 9	15%
Phase 2: Entrepreneurship Training Report	Provide an overview of the training sessions, focusing on modules covered (e.g., business development, circular economy principles), participant progress, mentorship activities, and evaluation of entrepreneurial readiness. Include pre- and post-training assessments. This should also cover an overview of the technical support for the living labs.	Month 12	20%
Action Plan for IT Refurbishment Hub	The action plan should include a feasibility study, stakeholder consultation findings, recommendations for operationalizing the hub, certification standards, funding strategies, and implementation steps. Provide also a roadmap with milestones for setting up the hub.	Month 18	20%
Final Awareness Workshops Completion Report	A comprehensive report summarizing all awareness workshops conducted throughout the 18 months, detailing participant engagement, training materials used, success stories, feedback analysis, and long-term	Month 18	10%

Deliverable	Deliverable Description	Timeline	Payment Milestone
	recommendations. Attach photos and testimonials.		

In addition to the above deliverables, the selected bidder will be required to submit a monthly report (2–3 pages) throughout the duration of the project. This report must summarize key activities, achievements, challenges encountered and planned next steps. The submission and approval of these reports shall be a condition for the release of each payment milestone.

5.5 Award Criteria

The award of the final tenderer will be based on the following criteria out of 100.

1. Quality of technical proposal: 70%

Criteria	Description	Weight
Awareness & Training Activities Plan	This will evaluate the tenderer’s plan to raise awareness and provide training in Mwanza and Tanga, including titles and description of suggested modules and method of modules delivery particularly in relation to e-waste management and circular IT practices.	15
Entrepreneurship Incubation program plan	This assesses the quality of the proposed 8-month incubation program (methodology, sustainability of its implementation, effectiveness), focusing on circular business models, e-waste recycling, and IT refurbishment.	15
Action Plan for IT Refurbishment Hub	This will assess the clarity and practicality of the roadmap for setting up the IT refurbishment hub.	15
Quality Assurance and Monitoring Plan	This criterion will evaluate how the bidder intends to monitor progress and ensure quality throughout the project lifecycle.	10
Project Timeline	This will evaluate the feasibility and coherence of the proposed project timeline, ensuring that project goals can be achieved within the stipulated timeframe while maintaining quality and impact.	5
Post-Implementation Support and Sustainability Plan	This criterion will evaluate the bidder’s plan for ensuring the long-term sustainability of the project and providing post-implementation support.	10

2. Financial proposal: 30%.

The following formula will be adapted to compare the bids. The lowest bids will get a maximum score of 30.

Score bid A = $\frac{\text{Total Prices of the lowest bid} * 30}{\text{Unit price of bid A}}$

5.6 Contract Management and Reporting Mechanism

The awarded tenderer will report to Joachim MANGILIMA, Digital Expert of Enabel, who is also responsible for accepting and approving the relevant deliverables.

5.7 Delivery Location and modality

All project activities will be implemented in Tanga and Mwanza except for the road map for establishing IT refurbishment Hub, which is to be implemented in Dar Es Salaam at (VETA Kipawa).

5.8 Contract duration

The contract shall be executed with 18 months, with a maximum of 164 man-days starting one days from the reception of the award notification letter.

6 Forms

6.1 Identification Form

6.1.1. Legal person entity private/public legal body

To fill the form, please click here :

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

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

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

6.1.3. Subcontractors

Name and legal form	Address / Registered office	Object

6.2. Financial identification Form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ⁶	
IBAN/ACCOUNT NUMBER ⁷	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

<u>ACCOUNT HOLDER'S DATA</u>		
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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⁶ This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

⁷ 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

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. 5% will be imposed for Local Consultant while 15% will be imposed for international consultant.

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:

Expert Fees	Unit	Unit price incl. WHT ⁸	Quantity (max 164 person days)	Total incl. WHT, ²
Expert1: Circular Expert 1	Person-days	€	€
Expert 2: Circular Expert 2	Person-days	€	€
Support staff 1	Person-days	€	€
.....	Person-days	€	€
SUB-TOTAL: incl. WHT and excl. VAT (A)				€
WHT² to be retained at source: 5% of (A) for local bidders or 15% for international bidder. (B)				€
NET to be paid to the bidder (C) = (A-B)				€
VAT of 15% to be added on (A); for international bidders refer to the footnote (D)				€
SUB-TOTAL: incl. WHT and VAT (E) = (A+D)				€
1. Reimbursable Fees (if applicable)⁹				
International travel costs		€		€
Visa costs		€		€
SUB-TOTAL (F)				€
GRAND TOTAL (G) = (E+F)				€

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

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

Certified true and sincere,

Handwritten original signature(s):

⁸ 5% will be imposed for Local Consultant while 15% will be imposed for international consultant.

⁹ 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

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

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

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

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

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

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

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

For

Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%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.

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

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017	
<p>In one of the past three financial years the tenderer must have achieved a total turnover of at least the value of the tender. 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>Provide The statement on the total turnovers achieved during the past two financial years.</p> <p>The audited financial statements showing a past three financial years the tenderer must have achieved a total turnover of at least the value of the tender as proof of financial stability.</p>
<p>The tenderer must also provide evidence of his financial solvability.</p> <p>This financial capacity will be evaluated on the basis of the approved Financial Statements 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>Non-Belgian enterprises 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 registered auditor or by the person or body with this function in the country concerned will do.</p>	<p><u>Provide The approved Financial Statements</u> documents approved by the competent organ/Authority for the last 3 years.</p>

6.7. Selection file – technical aptitude

Technical aptitude: See Art. 68 of the Royal Decree of 18.04.2017	
<p>To perform this assignment, the consulting firm is required to meet the following minimum requirements:</p> <ul style="list-style-type: none">• The bidder must provide audited financial statements showing past three financial years the tenderer must have achieved a total turnover of at least the value of the tender as proof of financial stability.• The bidder must provide at least two (2) references (certificates of good completion) for projects related to circular economy projects (e-waste management and/or IT refurbishment) completed within the past five (5) years.• The bidder must provide at least one (1) reference (certificate of good completion) for a completed project related to entrepreneurship program development.• Avail the team of at least 2 <u>key staff, composed</u> of at least 2 leader experts: Circular Economy Expert and other 2 -4 support staff members; complying with minimum profile provided in the Terms of reference above. The Consulting firm should provide the list of team composition (Key positions with their respective designated positions) supported by their respective signed CVs, degree certificates and proof of experience for each proposed key position. <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>PROVIDE THE PROOF OF THE MINIMUM REQUIRED PROFILE for the firm as described here.</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**¹⁰ 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 certification¹⁰ 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 **4th 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**¹⁰ (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

¹⁰ In case of a consortium or a temporary association, the certificate must be submitted for all members.

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 2 (KEY) team members (as detailed in the ToRs), and the additional support team as required. 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:

