



Tender Specifications of May 2025

**Public services procurement contract for
“TZA22003-10237”**

**Production of documentaries and
professional photography on Wezesha Binti
Project**

Negotiated Procedure without Prior Publication.

Country: TANZANIA

NAVISION CODE: TZA22003

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 derogate from Articles 25-33 (see point 4.6 “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 Agency for International Cooperation, 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;
- 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

¹ Belgian Official Gazette of 18 November 2008.

² <http://www.ilo.org/ilolex/french/convdsp1.htm>.

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.
- 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:

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 procurement contract;

³ Belgian Official Gazette 14 July 2016.

⁴ Belgian Official Gazette 9 May 2017.

⁵ Belgian Official Gazette 27 June 2017.

Advance : Payment of part of the procurement contract before service delivery (if accepted);

Amendment : Agreement established between the contracting parties during contract performance in view of changing documents applicable to the procurement contract ;

Contracting authority: Enabel, represented by the country Director of Enabel in Tanzania;

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

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.

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;

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;

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;

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;

Litigation: Court action;

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;

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;

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

Progress payment: Payment of an instalment under the procurement contract after service delivery is accepted;

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;

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;

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;

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;

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

Tenderer: An economic operator submitting a tender;

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

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.

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

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

1.6.2 Confidentiality

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

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

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

1.7 Deontological obligations

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

for Enabel.

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

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

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

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

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

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

1.8 Applicable law and competent courts

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

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

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

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

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

This procurement contract is a services procurement contract.

2.2 Subject-matter of the procurement contract

The contracting authority seeks to engage a qualified video production and photography company to produce high quality documentaries, short videos and professional photographs, 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 procurement contract consists of the one item (1) with tasks described in the Terms of Reference (See also ToRs - section 5 of the tender specifications). These tasks are pooled and form one single procurement contract.

2.5 Term of the procurement contract

The duration of the procurement contract for the production of Wezesha Binti documentaries/video clips and professional photography starts from the date mentioned in the award notification and shall last until 31st March 2028.

2.6 Variants

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

2.7 Option

Options are not permitted.

2.8 Quantity

See section 5 and Tender Price Form– 6.3.

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 **May 16th 2025 to June 16th 2025**.

3.3 Information

The awarding of this procurement contract is coordinated by **Mr. Réal NIMPAGARITSE, Expert in Contracting and Administration** - Email: real.nimpagaritse@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 June 6th 2025 (10 days before the submission date), candidate-tenderers may ask questions about these Tender Specifications and the procurement contract and they will be answered in the order received.

Questions will be in writing to;

Mr. Réal NIMPAGARITSE

(real.nimpagaritse@enabel.be)

With copy to

Mr. Alern MGENI,

(alern.mgeni@enabel.be + procurement.tza@enabel.be)

And

Ms. Sharon MARIWA

(sharon.mariwa@enabel.be)

They will be answered in the order received. The complete overview of the questions asked will be available on Enabel website - www.enabel.be

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 price must include all costs related to the provision of the services, including but not limited to :

- **Expert cost including:** fees, the per diems, accommodation costs, local transport costs, insurance costs, security costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services,

the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyrights and Intellectual Properties (IP) rights for Enabel with regards to the final deliverables, the purchase or leasing of third party services needed for the performance of the contract and the applicable Withholding taxes.

- **Reimbursable** (paid based upon presentation of justification documents, up to the maximum budget set and accepted in financial proposal): only international travel costs and visa costs (if any) are accepted as reimbursable costs.

International travel days are not reimbursed by Enabel, i.e. no expertise costs will be paid during travel days.

3.4.4 How to submit tenders?

The tenderer may only submit one tender per procurement contract and it shall be submitted 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 TZA22003-10237**.

The tender must be received **before June 16th 2025 at 04:00 PM EAT**. It must be sent to:

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

It may be submitted:

- a) **Either By post mail** (standard mail or registered mail). In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time limit for receipt.
- b) **Or delivered by hand** directly to the contracting authority against a signed and dated receipt: The service can be reached on working days during office hours, from 08:00 AM to 04:00 PM (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

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

3.4.7.1 Exclusion grounds

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

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

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

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

The 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.

3.4.7.2 Selection criteria

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.

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

3.4.7.3 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 concludes 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: 75%.
- Financial proposal: 25%.

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

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

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 derogate from Articles 25-33 of the GIR.

4.1 Managing official (Art. 11)

The managing official is **Ms. Sharon Mariwa**, Communication for Development Expert, Enabel Wezesha Binti Program Kigoma Tanzania of Enabel e-mail: sharon.mariwa@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. She 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.

4.2 Subcontractors (Art. 12 to 15)

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

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

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

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

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

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by a subcontractor

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

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

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

The service provider integrally, definitively and exclusively and without any financial compensation on top of the price(s) quoted in his tender, cedes any author rights or industrial property rights that it holds or will create in the context of this contract to Enabel. This cession will take place at the time of acceptance of the services or works that are protected by copyrights.

The service provider must cover the contracting authority against any third-party claims of violation of intellectual property rights on the goods or services delivered.

The service provider must assume, without limitation as to the amount, all payments of compensation, costs or expenditure ensuing from and borne by the contracting authority in a legal action, which is based on such a claim, provided the service provider has the right to overview the defence and negotiations with a view to an amicable settlement.

4.6 Performance bond (Art. 25 to 33)

For this procurement contract no performance bond is required.

4.7 Conformity of performance (Art. 34)

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

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

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

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

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

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

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

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

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports

the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

4.8.4 Unforeseen circumstances

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

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

4.9 Preliminary technical acceptance (Art. 42)

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

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The duration of the service contract for the production of Wezesha Binti documentaries/video clips and professional photography starts from the date mentioned in the award notification to 31st March 2028.

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

The filming and photography activities will be conducted in 5 targeted districts of Kigoma region (Kigoma Municipal, Kigoma District, Kasulu Town Council, Kasulu District, and Kibondo).

4.11 Inspection of the services (Art. 150)

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

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

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

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

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

4.13 Zero tolerance Sexual exploitation and abuse

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

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

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

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

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

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

4.14.1 Failure of performance (Art. 44)

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

- 1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;
- 2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;
- 3° when he does not observe written orders, which are given in due form by the contracting authority.

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

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

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

4.14.2 Fines for delay (Art. 46 and 154)

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

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

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

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

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

§2 The measures as of right are:

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

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

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

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

4.15 End of the procurement contract

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

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

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

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.

4.15.2 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.

4.15.3 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 Ms. Sharon MARIWA - sharon.mariwa@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 5).

4.16 Litigation (Art. 73)

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

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

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

Enabel, public-law company

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Mrs Inge Janssens

rue Haute 147

1000 Brussels

Belgium

5 Terms of Reference

5.1 Background information

Enabel is the Belgian agency for international cooperation. Enabel mission is to build a sustainable world where all live under the rule of law and are free to thrive. With its partners, Enabel offers solutions addressing pressing global challenges – Climate Change, Social and Economic Inequalities, Urbanisation, Peace and Security, Human Mobility – and promoting Global Citizenship. Enabel has over 20 years' experience in areas ranging from education and health care to agriculture, environmental protection, digitalisation, employment, and governance. With over 2,100 staff, Enabel manages more than 200 projects in more than twenty countries, in Europe, Africa and the Middle East.

Since 1982, Tanzania has been a key partner country in the Belgian governmental cooperation. The collaborative endeavours of the Tanzanian and Belgian governments are centred on diverse priority sectors in the region, notably encompassing basic infrastructure for water and sanitation, as well as sustainable agriculture education, skills development and economic advancement, among others. These initiatives are geared towards enhancing livelihoods, fostering community empowerment, and advancing the nation's overarching development objectives. Enabel's approach underscores the importance of collaboration with local partners, government agencies, and other stakeholders to ensure the effective implementation of its programs.

About Wezesha Binti

Wezesha Binti is a bilateral cooperation program, operating from 2023 to 2027 under the theme: "From School to Decent Work." The Wezesha Binti Programme exemplifies Enabel's commitment to advancing gender equality and empowering youth, particularly young women, in the Kigoma region of western Tanzania.

The general objective of the Wezesha Binti Program is to empower young people, especially young women, to thrive in protective and gender-equal environments where they can access education and skills and pursue decent work opportunities. Operating in the five districts of Kibondo, Kasulu Rural, Kasulu Urban, Kigoma Rural, and Kigoma Urban, the programme takes a comprehensive approach to address both systemic and cultural barriers.

The programme's specific objective is to empower girls, young women, and vulnerable boys aged 14 to 29 years in targeted districts of Kigoma through multiple conducive learning pathways, enabling them to enjoy decent, greener employment and increased access to entrepreneurship opportunities.

To achieve these objectives, the program is built around three strategic result domains:

- i. **Quality secondary education for girls and vulnerable boys**
Priority is enabling girls, young women, and vulnerable boys aged 14–19 to access and complete quality secondary education and training. The focus is on addressing both supply-side and demand-side barriers to education, creating safer school environments, and improving the quality of education. Emphasis is placed on supporting out-of-school youth or those at risk of dropping out.

- ii. *Skills development and economic empowerment*
Seeks to equip youth with relevant knowledge and skills, including cognitive, digital, vocational, entrepreneurial, and life skills, to increase their chances of self-employment and decent work opportunities. It also supports business development and facilitates the transition of students into the labor market through improved employment services.
- iii. *A protective and gender-equal environment*
Addresses harmful cultural norms and structural barriers that hinder the educational and economic advancement of young women and girls. The program fosters gender equality by tackling discriminatory practices and promoting safe and supportive environments in families, communities, educational institutions, and professional spheres.

5.2 About the Assignment

The purpose of this public procurement contract is to procure video production and professional photography services from a qualified company to produce documentaries, short videos and professional photographs that highlight the successes, challenges and overall impact of Wezesha Binti project.

5.3 Scope of Work

The methodology for producing the Wezesha Binti documentaries/videos and professional photographs will be produced in four (4) phases with each phase producing one (1) documentary (minimum 4 maximum 8 minutes) and a minimum of five (5) short promotional clips (2-3 minutes) optimized for social media (Facebook and Instagram) and high-quality professional photographs (minimum of 100 photos).

Each documentary/video and photography production phase will follow the same process/steps that includes (i) **pre-production**, (ii) **production** and (iii) **post-production** with the activities for each as follows:

- **Pre-production** involves research, scriptwriting, securing permits, **participatory planning** between the production team, Enabel Wezesha Binti team and partners to align objectives and prepare a production and post-production activity plan with budgets.
- **Field production** will involve filming interviews, capturing b-roll (background) footage, and real-life scenarios using high-quality equipment, and taking professional photographs from the project's 3 strategic result domains, while ensuring ethical storytelling and cultural sensitivity.
- **Post-production** includes editing, voice-over narration, and adding subtitles and translations for accessibility.

The contracted service provider for the production of Wezesha Binti documentaries/videos and professional photographs will be responsible notably for:

- Developing shooting and production scripts in close collaboration with Wezesha Binti.
- Developing a detailed production plan, including pre-production, production and post-production.

- Directing and filming including interviews, field activities, meeting, workshops and trainings facilitated by Wezesha Binti. All video recordings must be executed using 4K cameras and/or drones.
- Producing B-roll (cut aways). This must showcase action, shots of idle people or objects should be avoided unless necessary.
- Creation and editing of education/training tutorials.
- Shooting and editing of 360° videos.
- Taking and editing professional photographs of Wezesha Binti beneficiaries with a focus on young women and girls in secondary school, at Vocational Training Centres girls training mostly on male-oriented vocations, women in community settings and general community activities.
- Basic training and coaching of Wezesha Binti partners in photography, video production and editing of educational/training tutorials and offer internship opportunities.

The deliverables must fully comply with the expectations and specifications set by the Contracting Authority. Prior to final production, the proposed content must be submitted for approval. The contracting authority reserves the right to request reasonable modifications. If the final product deviates from the approved concept or script, the service provider shall revise the deliverables at no additional cost, in line with the feedback provided.

To ensure smooth workflow and quality assurance of the deliverables, the service provider will actively engage and interact with the Enabel communications officer.

5.4 Geographical Scope

The filming and photography activities will be conducted in 5 targeted districts of Kigoma region (Kigoma Municipal, Kigoma District, Kasulu Town Council, Kasulu District, and Kibondo).

5.5 Key Deliverables and Payment Schedule

The following are the expected deliverables for the production of Wezesha Binti documentaries/videos and professional photographs:

Pre-production

- Inception report outlining the objectives, scope of work, approach and understanding of the project;
- A finalized script for the documentaries/videos including scripts for interviews and voiceovers;
- A comprehensive production schedule outlining all tasks, timelines for each stage of production, equipment required for production and post-production, key personnel and their specific roles, locations and logistics plan, detailed budget outlining all expenses (equipment, logistics, filming permits, crew).

Production

- Daily shooting reports updating on progress of filming, challenges and schedule adjustments where applicable.
- A collection of professional photographs focusing on Wezesha Binti thematic areas of education, skills development, entrepreneurship and gender. (minimum 50 photographs for this pre-production step).
- All consent forms signed by participants especially those under the age of 18.

Post-production

- A complete documentary of maximum 8 minutes, in UHD format with English and Swahili subtitles. A total of four (4) documentaries, one (1) for each phase.
- Short promotional clips (2-3 minutes) optimized for social media (Facebook and Instagram). A total of twenty (20) promotional videos, five (5) for each phase.
- A copy of raw footage and audio recordings.
- A complete photo album of high-quality professional photographs in RAW format on Wezesha Binti thematic areas. In total a minimum of four hundred (400) photographs, minimum of 100 photographs for each phase (including the 50 photographs already to be provided in the Production step).
- Metadata: Synopses, credits, subtitles, and closed captions for various purposes.

The structure of the deliverables table will follow the same arrangement for the 4 phases of this service contract as follows:

Steps	Deliverable Name	Description	Estimated Timeline	Estimated Man-days (to be divided among the proposed experts)	Payment Milestone
Pre-production	1. Inception report	Detailed report on scope of work, approach, understanding of project	3-4 weeks	20	20%
	2. Scripts	Finalized script for the documentaries/video as well as scripts for interviews and voiceovers			
	3. Production schedule	Comprehensive production schedule with detailed activity plan, timelines, key personnel, logistics and budgets.			

Production	<p>1. Shooting/filming report</p> <p>2. Photographs</p> <p>3. Consent forms</p>	<p>Reports updating on progress of filming, challenges and schedule adjustments where applicable.</p> <p>A collection of professional photographs focusing of Wezesha Binti thematic areas of education, skills development, entrepreneurship and gender (minimum of 50 photographs)</p> <p>All signed consent forms by participants</p>	2-3 weeks	14	30%
Post production	<p>1. Documentary</p> <p>2. Promotional clips</p> <p>3. Photographs</p>	<p>Complete documentary in UHD format with subtitles in English and Swahili</p> <p>Short clips (2-3 minutes) customized for social media use (minimum 5 clips)</p> <p>Photo album of professional photographs (minimum 100 photographs – including the 50 photographs delivered during</p>	3-4 weeks	20	50%

		the production step)			
	4. Raw footage	Unedited footage and audio recordings for archiving			
	5. Meta-data	This includes synopses, credits, subtitles, and closed captions for archiving			
Total per phase				54	100%
Grand total				216	100%

5.6 Selection Criteria

The selected company must meet the following criteria:

1. Professional experience

- A company with a minimum of **3 years** of experience in professional video production and photography with a focus on producing documentaries.

2. Portfolio

- Submission of at least **three (3) samples** of documentary-style videos produced in the last **three (3) years** preferably for development or non-profit organizations (To be proven by certification of good completion or any relevant documentation);
- Submission of at least **three (3) samples** of photography work done in the last **three (3) years** preferably for development or non-profit organizations (To be proven by certification of good completion or any relevant documentation).

3. Technical capacity

- Proven access to and use of professional filming equipment including a minimum of **two (2)** 4K cameras, **one (1)** drone capable of stabilized footage capture and High-Resolution Recording – supporting at least 4K video resolution (or higher) with good frame rate options (e.g. 24, 30, 60 fps) for professional-quality footage, **two (2)** audio recording tools (shotgun microphone and lavalier microphone), **two (2)** lighting equipment and advanced video editing software (e.g. Adobe Premiere Pro, Final Cut Pro).

The service provider shall submit a list of equipment to be used in delivering the services. As part of the offer evaluation, site visits may be conducted to verify the availability of the listed equipment or to clarify its procurement arrangements.

Minimum required profile for the staff/team (min. 7 experts)

Team composition: proposed team must include at least: **one (1) director – team leader, one (1) editor, one (1) sound technician, two (2) camera operators, one (1) lighting technician and one (1) professional photographer.**

Qualifications and experience will be evaluated based on the CVs and credentials, certificate of completion, etc. of the proposed staff. The requirements are as follows:

1. Director – Team Leader (one)

- A Bachelor degree in video production, journalism, communication, multimedia or related field from a reputable institution with minimum three (3) years working experience in producing documentaries – **or** a diploma/ certificate in video production, journalism, communications, multimedia or related field from a reputable institution with minimum five (5) years working experience in producing documentaries.
- A minimum of three (3) years' experience in pre-production planning including developing scripts and managing budgets.
- A portfolio with a minimum of three (3) sample documentaries showcasing directing skills, storytelling abilities, and visual style produced in the last three (3) years preferably for development or non-profit organizations.
- Fluent in English and Swahili.

2. Editor (one)

- A Bachelor degree in video production, communication, multimedia, or related field from a reputable institution with a minimum of three (3) years working experience as an editor – **or** a diploma/certification in video production, communications, multimedia, or related field from a reputable institution with a minimum of five (5) years working experience as an editor.
- Must have technical expertise in video editing software like Adobe Premiere Pro, Final Cut Pro, and other similar relevant industry software for a minimum of three (3) years.
- A portfolio with a minimum of three (3) edited documentary projects produced in the last three (3) years preferably for development or non-profit organizations.
- Fluent in English and Swahili.

3. Sound Technician (one)

- A Bachelor degree in sound engineering or a related field from a reputable institution with a minimum of three (3) years working experience as a sound technician – **or** a diploma/certification in sound engineering or a related field from a reputable institution with a minimum of five (5) years working experience as a sound technician.
- A minimum of three (3) years working experience using industry-standard audio software like Pro Tools, Logic Pro, or Ableton Live or any other similar industry standard software. This includes expertise in

using various microphones, recorders, mixers, and other audio equipment.

- A portfolio with a minimum of three (3) previous projects in the audio or media industry produced in the last three (3) years, preferably in documentary production for development or non-profit organizations.

4. Camera Operators (two)

- A Bachelor degree in media, broadcasting or a related field from a reputable institution with three (3) years working experience as a camera operator – **or** a diploma in media, broadcasting or a related field from a reputable institution with five (5) years working experience as a camera operator.
- Must have technical expertise in operating various types of cameras and their associated equipment for a minimum of three (3) years.
- A portfolio with a minimum of three (3) sample documentaries showcasing different camera movements, techniques and creativity produced in the last three (3) years preferably for development or non-profit organizations.
- At least one of the Camera operator must be able to operate a drone.

5. Lighting Technician (1)

- A Bachelor degree in media, broadcasting, electronics or a related field from a reputable institution with three (3) years working experience as a lighting technician – or a diploma in media, broadcasting, electronics or a related field from a reputable institution with five (5) years working experience as a lighting technician.
- Must have technical expertise in operating different types of lighting equipment, electrical systems and safety protocols for a minimum of three (3) years.
- A portfolio with a minimum of three (3) sample documentaries showcasing different lighting setups and techniques produced in the last three (3) years preferably for development or non-profit organizations.

6. Professional Photographer (1)

- A Bachelor degree in media, photography or a related field from a reputable institution and three (3) years working experience as a professional photographer – or a diploma in media, photography or a related field from a reputable institution and five (5) years working experience as a professional photographer.
- A portfolio with a minimum of ten (10) professional photographs of different projects in the last three (3) years preferably for development or non-profit organizations.
- A strong understanding of camera settings, composition, lighting and editing and overall aesthetics will be an added advantage.

5.7 Award Criteria

The contract for video production services to produce documentaries/video clips for Wezesha Binti and professional photography will be awarded to the bidder that:

- Scores highest overall across the weighted evaluation criteria;
- Offers the best value for money in terms of innovation, cost and social impact.

Award Criteria Weighting

Criterion	Weight
Technical expertise & experience and quality of portfolio	30%
Financial competitiveness*	25%
Understanding of the assignment and methodology and detailed Workplan with activities and reporting mechanism	25%
Innovation & creativity (use of technology, innovative storytelling techniques, local capacity building and sustainable filming practices)	20%

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

The following formula will be adapted to compare the bids. The lowest bid will get a maximum score of 25.

Points tender A = $\frac{\text{Amount of lowest tender} * 25}{\text{Amount of tender}}$

Amount of tender

5.8 Contract Management and Reporting Mechanism

The awarded tenderer will report to Ms. Sharon Mariwa, Communication for Development Expert, Enabel Wezesha Binti Program Kigoma Tanzania of Enabel e-mail: sharon.mariwa@enabel.be, who is also responsible for accepting and approving the relevant deliverables.

5.9 Contract duration

The duration of the service contract for the production of Wezesha Binti documentaries/video clips and professional photography starts from the date mentioned in the award notification to 31st March 2028.

Timeline – Phases

Phase	Timeline
Phase One	July 2025 – December 2025
Phase Two	Jan 2026 – June 2026
Phase Three	July 2026 – June 2027
Final	July 2027 – March 2028

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

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

6.1.2. Public law entity

To fill the form, please click here :

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

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

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

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

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

6.1.3. 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)

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 TZA22003-10237 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
Team Leader – Director (1)	Person-days	€	€
Editor (1)	Person-days	€	€
Sound Technician (1)	Person-days	€	€
Camera Operators (1)	Person-days	€	€
Camera Operator (1)	Person-days	€	€
Lightning Technician (1)	Person-days	€	€
Professional Photographer (1)	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 18% 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		€		€

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

⁹ Refer to the section 3.4.3-Element included in the price

Tender Specifications TZA22003-10237_Documentaries and Photography

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 TZA22003-10237 bid.

Certified true and sincere,

Handwritten original signature(s):

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

The tenderer must provide Financial Statements proving a minimum turnover of 35,000€ achieved in total during the past three financial years.

For Belgian-Enterprises : 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.

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.**

6.7. Other documents to be provided

▪ Power of attorney

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

▪ Incorporation certificate

The Bidder shall include in his tender the **incorporation certificate/trading licence**¹⁰ from the competent authority.

▪ VAT Registration certificate

▪ Certification of clearance with regards to the payments of social security contributions

At the latest before award, the Bidder must provide a certification^{Error! Bookmark not defined.} 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.

▪ Certification of clearance with regards to the payments of applicable taxes

At the latest before award, the bidder must provide a **recent certification**^{Error! Bookmark not defined.} (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.

▪ List of the similar assignments

Bidder must provide in his bid the list of the **similar assignments (min.3) performed in professional video production and photography during the last 3 years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the Bidder has experience in delivering those services.

Description of the main similar contracts	Amount involved	Relevant dates in the last 3 years	Name of the Client

▪ Key experts/Trainers

The tenderer must complete the summarized table hereunder. He must provide in his offer the CV's of the key experts proposed to provide the training services as well as degrees/ certificates. The consultancy team will be comprised of at least 7 team members (as detailed in the ToRs). The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs.

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

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

6.8. Overview of the documents to be submitted – to be completed

The tenderer shall prepare separately, the *administrative*, *technical* and *financial* proposals as explained below.

1. ADMINISTRATIVE PROPOSAL

The Administrative proposal shall respect the following structure:

- Identification forms (See art. 6.1)
- Financial Identification Form (See art. 6.2)
- Powers of attorney (See art 6.7)
- Certificate of incorporation (See art. 6.7)
- Declaration on honour - Exclusion Criteria Form (see art. 6.4)
- Integrity Statement form (see art. 6.5)
- Economic and financial capacity information (see art. 6.6)
- Information and documentation requested for the selection process (see section 5 and art. 6.7).

The successful tenderer shall be required to provide the following documents before award;

- Tax Clearance Certificate (see art. 6.7)
- Social Security Contribution Clearance (see art. 6.7)

2. TECHNICAL PROPOSAL IN ACCORDANCE WITH THE TERMS OF REFERENCE

The technical proposal must be concise, clear and contain all the information requested in section 5 of the tender document.

3. FINANCIAL PROPOSAL

The tenderer must use the tender forms included in section 6.3 and follow the instructions (person days, WHT, VAT, etc.).