



## Tender Specifications

Framework contract for Individual Personal Accident Insurance

Direct Negotiated Procedure with Prior Publication

Navision code: TZA22002-10088

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# 1 General provisions

## 1.1 Derogations from the General Implementing Rules

‘*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.

## 1.2 Contracting authority

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

For this procurement contract, Enabel is represented by Koen Goekint 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<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- The Belgian Law of 23 December 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, 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 Organisation<sup>4</sup> on Freedom of Association (C. n°87), on the Right to

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

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

<sup>3</sup> Belgian Official Gazette of 18 November 2008.

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

Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

## 1.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors<sup>7</sup>;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Local legislation with regards to sexual harassment at the workplace or equivalent
- 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.

<sup>5</sup> Belgian Official Gazette 14 July 2016.

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

<sup>7</sup> Belgian Official Gazette 9 May 2017.

• <sup>8</sup> Belgian Official Gazette 27 June 2017.

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

## 1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

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

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

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

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public work;

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

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of

a procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## **1.6 Processing of personal data by the contracting authority and confidentiality**

### **1.6.1 Processing of personal data by the contracting authority**

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

### **1.6.2 Confidentiality**

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

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

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



## **1.7 Deontological obligations**

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

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

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

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

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

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

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

## **1.8 Applicable law and competent courts**

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

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

In case of litigation or divergence of opinion between the contracting authority and the

contractor, the parties will consult each other to find a solution.

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

## **2 Subject-matter and scope of the procurement contract**

### **2.1 Type of procurement contract**

This procurement contract is a services procurement contract.

### **2.2 Subject-matter of the procurement contract**

This service contract is for providing Individual Personal Accident (IPA) Insurance for trainees participating in short-course training programs, in conformity with the conditions of this tender specifications.

### **2.3 Lots**

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

### **2.4 Items**

See terms of reference section 5 and tender price form 6.3.

### **2.5 Term of the procurement contract**

The contract begins upon notification of the award and has an execution period of one (1) year.

After this initial period, the contract may be renewed annually by the Contracting Authority, via registered letter sent at least one (1) month before the contract's anniversary date (up to a maximum of 2 renewals).

In the event of renewal, all provisions of the tender document and its annexes, the tenderer bid and its annexes, the award decision letter, and any subsequent documents accepted by both parties shall remain fully applicable.

The contract may be terminated by the Contracting Authority at any time by registered letter sent no later than one (1) month before the termination date.

The service provider may not claim any compensation as a result of such termination.

### **2.6 Variants**

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

### **2.7 Option**

Not applicable.

## **2.8 Quantity**

See terms of references section 5 and tender price form 6.3.

## 3 Subject-matter and scope of the procurement contract

### 3.1 Award procedure

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

### 3.2 Publication

#### 3.2.1 Official publication

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

#### 3.2.2 Further notification

These Tender Specifications are published on the Enabel website ([www.enabel.be](http://www.enabel.be)).

These Tender Specifications are also officially published on the OECD website.

### 3.3 Information

The awarding of this procurement contract is coordinated by **Mr. Lutufyo Mwakipesile**

Throughout this procedure, all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited from contacting the contracting authority in any other way with regard to this contract unless otherwise stipulated in these Tender Specifications.

Until 6 days before the latest bid submission date, candidate tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to:

**Lutufyo Mwakipesile**, [lutufyo.mwakipesile@enabel.be](mailto:lutufyo.mwakipesile@enabel.be) +  
[procurement.tza@enabel.be](mailto:procurement.tza@enabel.be)

With copy to

**Kikolo Mwakasungulka**, [kikolo.mwakasungula@enabel.be](mailto:kikolo.mwakasungula@enabel.be)  
and  
**Christine Rwankote**, [christine.karungi@enabel.be](mailto:christine.karungi@enabel.be)

They will be answered in the order received. The complete overview of the questions asked will be available on Enabel website - [www.enabel.be](http://www.enabel.be)  
Until the notification of the award decision, no information will be given about the evolution of the procedure.

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

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or

compare tenders, within ten days at the latest before the deadline for receipt of tenders.

## **3.4 Tender**

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

The tenderer must use the tender form 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 days from the deadline for the receipt date.

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

### **3.4.3 Determination of prices**

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

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

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

#### **3.4.3.1 Elements included in the price**

The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The following are in particular included in the prices:

- The administrative management and secretariat;
- Travel, transportation and insurance;
- Documentation pertaining to the services;
- The delivery of documents or of pieces related to the performance;
- The packaging;

- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties for equipment and products used;
- Acceptance costs.

#### **3.4.4 How to submit tenders?**

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

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

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

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

The signed and dated original (including the soft copy on the key) will be sent in a sealed enveloped mentioning: “TENDER”, the tender documents number TZA22002-10088.

The tender must be received **before 01/08/2025 at 04:00 PM EAT**. It must be sent to:

**The Attention of Lutfyo Mwakipesile**  
**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:

- Either By post mail** (standard mail or registered mail)

In this case, the sealed envelope is put in a second closed envelope. The delivery record makes

proof of compliance with the time limit for receipt.

- b) **Or delivered by hand** directly to the contracting authority against a signed and dated receipt:

The service can be reached on working days during office hours, from 08:00 to 17:00 (East African time).

**NB: Submission of tenders by e-mail is not allowed and will not be accepted.**

### **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 Tenders**

The tenders will 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 accuracy 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.

To be selected the tenderer must comply with all the selection criteria requirements as described in the Terms of Reference (section 5).

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 set a shortlist of tenderers with whom negotiations will be conducted.

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

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

#### **3.4.7.4 Award criteria**

The contracting authority will choose the most advantageous bid based on the award criteria listed in the Terms of reference (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 procurement contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

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

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

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

#### **3.4.8 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 Specific contractual conditions

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

### 4.1 Managing official (Art. 11)

The managing official will be designated in the contract award notification.

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

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

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

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

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

### 4.2 Subcontractors (Art. 12 to 15)

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

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

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

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

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal

data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

### **4.3 Confidentiality (art. 18)**

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

### **4.4 Protection of personal data**

#### **4.4.1 Processing of personal data by the contracting authority**

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

#### **4.4.2 Processing of personal data by a subcontractor**

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

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

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

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

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

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

#### **4.5 Intellectual property (Art. 19 to 23)**

The contracting authority does not acquire the intellectual property rights created, developed or used during performance of the procurement contract.

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

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

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

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

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

A performance bond is not required for this procurement contract.

## 4.7 Conformity of performance (Art. 34)

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

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

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

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

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

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

### 4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

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

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

### 4.8.4 Unforeseen circumstances

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

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

#### **4.9 Preliminary technical acceptance (Art. 42)**

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

#### **4.10 Performance modalities (Art. 146 et seq.)**

##### **4.10.1 Deadlines and terms (Art. 147)**

The services must be carried out within a period of one year from the day following the date on which the service provider receives notification of the contract award, and the contract may be renewed up to two (2) times for successive one-year periods.

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

The services will be performed in Tanzania.

#### **4.11 Inspection of the services (Art. 150)**

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

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

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

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

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

#### **4.13 Zero tolerance Sexual exploitation and abuse**

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

#### **4.14 Means of action of the contracting authority (Art. 44-51 and 154-**

## 155)

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

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

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

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

### 4.14.1 Failure of performance (Art. 44)

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

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

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

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

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

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

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 on the services during performance.

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

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

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

The acceptance specified above is final.

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

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



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

Only services that have been performed correctly may be invoiced.

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

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

The invoice must be in Tanzania Shillings.

Enabel is exempt for VAT in Tanzania.

Payment shall be executed in accordance with the provisions outlined in Section 5.8 of the Terms of Reference.

#### **4.16 Litigation (Art. 73)**

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

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

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

Enabel, public-law company

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

To the attention of Mrs Inge Janssens

rue Haute 147

1000 Brussels

Belgium

## 5 Terms of Reference

### 5.1 Context

Enabel, Belgian Development Agency is implementing the Wezesha Binti (2023-2027) program in Kigoma, focusing on:

- i. Secondary education for vulnerable youth and girls in a supportive environment.
- ii. Skills and entrepreneurship development for decent work, especially for women and vulnerable groups.
- iii. Promoting a protective and gender-equal environment.

Alongside the Wezesha Binti Project, Enabel is also implementing the European Union (2023-2026) funded Inclusive, Green, and Smart Cities Project in Mwanza, Pemba, and Tanga which aims to;

- i. Improve access to business development services and financial capital in key sectors.
- ii. Strengthen value chains through improved skills development and entrepreneurship.

In the course of enhancing skills and entrepreneurship for decent work for youth, especially women, the two projects will support the delivery of training by VETA centers in Tanga, Mwanza, Kigoma, Kasulu, Buhigwe, FDC Kasulu, MATI Mubondo FDC Kibondo and FETA in Kigoma and Mwanza as well as VTA Pemba.

The trainings target youth particularly girls and young women;

- Ages 14-29 in Kigoma and
- Ages 18-35 in Mwanza, Tanga, and Pemba.

The modular training will range from 1 week to 2 months and aim to address specific skill gaps of practitioners including transport and logistics, digital marketing, batik making, and skills to support bee-keeping value chains will be provided in all the target regions. The targeted technical and vocational training is to cover a variety of occupations, depending on regional local labor market needs and selected priority sectors, including circular economy, gas welding, carpentry, plumbing and pipe fitting, electrical installation, carpentry, automotive, fishing, seaweed, sardines processing, ICT among others as proposed by the training centers.

To adhere to minimum standards of occupational health & safety, Enabel is contracting an insurance service provider to ensure the trainees while they undertake their training, both at the training institutions and during placement at companies for work-based learning. All trainees must be covered by insurance for the duration of their training.

### 5.2 General objective

To provide Individual Personal Accident (IPA) Insurance for trainees participating in short-course training programs supported by Enabel through VET centres.

The insurance must cover trainees during the full duration of both institution-based training and work-based learning placements.

### 5.3 Scope of work

The Individual Personal Accident (IPA) Insurance is to cover beneficiary trainees (Tanzania nationals) undertaking training with a duration ranging from a minimum of 1 week to a maximum of 9 months.

The insurance policy is required to cover the following:

- Accidental or incidental injuries sustained during training
- Accidental Death: due to training-related incidents.
- Permanent Total & Partial Disability or Temporary due to an injury sustained while on training. Eg; loss of limbs, eyesight, or hearing.
- Emergency Evacuation, and Repatriation: Coverage for the cost of emergency evacuation and repatriation in case of a severe accident

The insurance must cover all activities conducted during the training and any associated work-based learning placements.

The service provider shall be responsible primarily for settling all claims related to accidents/incidents that occur while the insured trainee is undertaking training at the institution and during work-based learning activities. The service provider shall propose a premium to be charged per trainee.

#### 5.4 Selection Criteria

- i. The insurance provider should have been in existence for more than ten (10) years in Tanzania (business registration certificate)
- ii. The service provider should submit a list of affiliated hospitals/healthcare providers per region (Kigoma, Mwanza, Tanga, Pemba). The minimum coverage per region should be as follows:
  - Kigoma: at least 2 healthcare providers/hospitals must be located in Kigoma, Kasulu, Buhigwe, and Kibondo
  - Mwanza: at least 2 healthcare providers/hospitals located in Nyamagana and/or Ilemera.
  - Tanga: 2 healthcare providers/hospitals located within the city council area.
  - Pemba: 2 healthcare providers/hospitals located in Chake Chake
- iii. Financial capacity:
  - The tenderer must submit audited financial statements for the years 2022, 2023, and 2024.
  - The average total turnover over these three years must be equal to or greater than the value of the tender.
- iv. References:
  - The service provider should provide a minimum of two (2) client references for similar assignments
- v. Licensing and Accreditation:
  - The service provider must provide a valid license to operate as an insurance provider in Tanzania.

**To be selected, the tenderer must also obtain at least 70% of the points in the technical evaluation of the technical offer.**

#### 5.5 Award Criteria

- Technical criteria: 40 points

SN	Qualitative Award Criteria	Max. Points: 40
1.	Coverage and benefits for accidental injuries, accidental death, and permanent total or partial disability	25 points
2.	Organization for emergency evacuation and repatriation	5 points
3.	Claims handling procedure, including claims process, settlement time, and escalation mechanisms.	5 points

4.	Availability and responsiveness of designated focal points (working hours and emergency response)	5 points
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- Price: 60 points

The total prices will be considered for the comparison of the bids. The following formula will be used:

Score bid A = (Total Price of lowest bid \* 60)/Unit price of bid A

## 5.6 Technical offer

Tenderers must submit a Technical Offer including at a minimum the following elements:

- Description of Coverage and Benefits including:
  - Coverage limits and reimbursements for accidental or incidental injuries
  - Coverage limits and reimbursements for accidental death
  - Coverage limits and reimbursements for permanent total or partial disability (including loss of limbs, eyesight, or hearing)
  - Coverage limits and reimbursements for emergency evacuation and repatriation costs.
- Emergency Evacuation and Repatriation
  - Detailed explanation of how emergency evacuation and repatriation will be organized.
- Claims Handling Procedure
  - Detailed explanation of the claims submission and settlement process.
  - Average time required for claim settlement.
  - Mechanisms to support fast and efficient claim resolution for trainees.
- Coordination and Communication:
  - Names and contact details of two (2) designated focal points responsible for day-to-day coordination and claims handling for Enabel.
  - A description of the availability of the focal points (e.g., working hours, response time commitments)

## 5.7 Estimated insurance coverage

The insurance policy is expected to cover an estimated 3,675 trainees across various regions, as outlined below. These figures are indicative only and do not constitute a commitment on the exact number of trainees to be insured.

Coverage Period	Estimated n° of Trainees per Region				
	Kigoma	Mwanza	Tanga	Pemba	Total per Period
<b>1 week</b>	280	60	15	15	<b>370</b>
<b>2 weeks</b>	210	45	30	30	<b>315</b>
<b>3 weeks</b>	210	45	30	30	<b>315</b>
<b>4 weeks</b>	490	165	30	150	<b>835</b>
<b>2 months</b>	210	40	30	15	<b>295</b>
<b>3 months</b>	45	40	60	15	<b>160</b>
<b>4 months</b>	90	20	30	45	<b>185</b>

<b>5 months</b>	90	40	30	0	<b>160</b>
<b>6 months</b>	450	200	45	0	<b>695</b>
<b>7 months</b>	90	20	0	0	<b>110</b>
<b>8 months</b>	90	20	0	0	<b>110</b>
<b>9 months</b>	45	20	0	0	<b>65</b>
<b>Total trainees</b>	<b>2,300</b>	<b>715</b>	<b>300</b>	<b>300</b>	<b>3,615</b>

## 5.8 Payment terms

The service provider shall invoice Enabel on a quarterly basis, based on the actual number of trainees insured during the respective quarter. Each invoice must be accompanied by a detailed list of the insured trainees and corresponding training periods. Premiums will be calculated based on the agreed unit price per trainee as indicated in the contract.

## 6 Forms

### 6.1 Identification forms

Fill out the form below

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

### 6.1.1 Subcontractors

Name and legal form	Address / Registered office	Object

## 6.2 Financial Identification Form

<b>ACCOUNT NAME (1)</b>			
<b>ADDRESS</b>			
<b>TOWN/CITY</b>		<b>POST CODE</b>	
<b>COUNTRY</b>			
<b>CONTACT</b>			
<b>TELEPHONE</b>		<b>TELEFAX</b>	
<b>E - MAIL</b>			

<b><u>BANK (2)</u></b>			
<b>NAME OF BANK</b>			
<b>ADDRESS (OF BRANCH)</b>			
<b>TOWN/CITY</b>		<b>POST CODE</b>	
<b>COUNTRY</b>			
<b>ACCOUNT NUMBER</b>			
<b>IBAN (3)</b>			
<b>NAME OF SIGNATORIES</b>	<b>NAME &amp; FORENAME</b>	<b>FUNCTION</b>	

**COMMENTS:**



<b>STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)</b>	<b><u>DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)</u></b>
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**(1) The name or title under which the account was opened and not the name of the authorized representative.**

**(2) It is preferable to attach a copy of a recent bank statement. Please note that the bank statement must provide all the information indicated above under "ACCOUNT NAME" and "BANK". In this case, the bank's stamp and the signature of its representative are not required. The signature of the account holder is obligatory in all cases.**

**(3) If the IBAN code (international bank account number) is applicable in the country where your bank is situated.**

### 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/ – 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 tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in Tanzanian Shillings and exclusive of VAT:

S/N	Coverage Period	Unit cost per Trainee VAT Exclusive (TZS)	Estimated Quantity (n° of Trainees)	Total Cost VAT Exclusive (TZS)
1	1 week		370	
2	2 weeks		315	
3	3 weeks		315	
4	4 weeks		835	
5	2 months		295	
6	3 months		160	
7	4 months		185	
8	5 months		160	
9	6 months		695	
10	7 months		110	
11	8 months		110	
12	9 months		65	
<b>TOTAL</b>				

The insurance policy is expected to cover an estimated 3,615 trainees across various regions, as outlined below. These figures are indicative only and do not constitute a commitment on the exact number of trainees to be insured.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender. The tenderer declared on honour that the information given is accurate and correct and that it has been established while fully aware of the consequences of misrepresentation.

Tenderers are requested to follow the guidelines below when submitting this form:

- The tenderers are requested to quote for all the items listed above.
- The use of this form to quote for prices is mandatory.
- All prices should be quoted in Tanzanian Shilling, exclusive of VAT, and inclusive of any other costs.

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

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

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

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

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

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

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

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

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

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

b. Enabel already has said documents.

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

Date.....

Location .....

Signature.....

## 6.5 Integrity Statement

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.
1. 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 cognizance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date:

## 6.6 Selection file – Economic and financial capacity

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



## Other documents to be provided

### 6.7 Power of attorney

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

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

### 6.8 Incorporation certificate

The Bidder shall include in his tender the **incorporation certificate/trading licence**<sup>11</sup> from the competent authority in the country of establishment.

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

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

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

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

### 6.11 Documents to be submitted – Exhaustive list

The following documents should be submitted as part of the tender, to be completed as required:

1. Identification form.
2. Financial identification.
3. Tender form price.
4. Declaration on honour – Exclusion criteria.
5. Integrity statement for the tenderer.
6. Declaration on honor - Financial Capacity
7. List of affiliated hospitals/healthcare providers.

8. Client references
9. Proof of registration with the insurance regulatory authority.
10. Technical offer
11. Business Registration document
12. Tax Compliance Certificate
13. TIN Certificate
14. Proof of social security contributions
15. Power of Attorney
16. Audited financial statements
17. Any other documents required under the “Selection Criteria” section

## 6.12 Annex: GDPR clause (in case where service provider will process personal data)

The subcontractor undertakes to:

1. Process the personal data **only for the purpose(s)** stipulated in the contract;
2. Process the personal data **only on documented instructions** from the controller mentioned in attachment to this contract. Where the subcontractor considers an instruction constitutes a violation of European regulations in relation to data protection or any other legal Union or Member State provision in relation to data protection, he shall immediately notify the controller thereof. Furthermore, where the subcontractor is to proceed to the transfer of personal data to a third country or an international organisation in accordance with Union or Member State law to which he is subject, in such a case, he shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interests.
3. **Ensure the confidentiality** of the personal data processed under the framework of this contract.
4. Ensure that **persons authorised to process the personal data** pursuant to this contract:
  - have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - obtain necessary training in personal data protection;
5. regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.
6. **Subcontracting**

The subcontractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the controller in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The controller disposes of a minimum period of 10 days from the date of reception of said information to voice any objections. Such subcontracting may only be carried out if the controller has not voiced any objection during said period.

The subsequent subcontractor is to respect the obligations of this contract for the account of and following the instructions of the controller. The initial subcontractor must ensure that the subsequent subcontractor provides the same data protection guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the European Data Protection Regulation. Where the subsequent subcontractor fails to fulfil his data protection obligations, the initial subcontractor shall remain fully liable to the controller for the performance of that other subcontractor's obligations.

### 7. Information rights of data subjects

When collecting data, the subcontractor is required to inform data subjects about the data processing which will be carried out. The formulation and format of this notification must be agreed with the controller prior to data collection.

## **8. Data subjects exercising their rights**

Where possible, the subcontractor shall assist the controller to fulfil his obligation in responding to data subject rights requests: right to access, to change, right to erasure ('right to oblivion') and opposition, right to limit processing, right to transfer data, right not to be subject to an automated individual decision (such as profiling).

The subcontractor must respond, in the name and on behalf of the controller and within the terms set by the European Data Protection Regulation, to any requests of persons concerned exercising their rights where it pertains to data that are the subject-matter of subcontracting under this contract.

## **9. Notification of personal data breaches**

The subcontractor shall notify the controller of any personal data breach not later than 48 hours after becoming aware of it by means of email. This notification shall be accompanied by all useful documentation allowing the controller, where needed, to notify this breach to the competent supervisory authority.

The notification shall at least:

- describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

## **10. Assistance of the subcontractor in ensuring compliance by the controller of his obligations.**

The subcontractor shall assist the controller in carrying out data protection impact assessments. The subcontractor assists the controller with the prior consultation of the supervisory authority.

## **11. Security measures**

The subcontractor undertakes to implement the following security measures:

- Access controls: Personal data is accessible only to authorised staff on a need-to-know basis.
- Data retention: Personal data is retained only for the duration necessary to perform the contract and securely deleted afterward.
- Incident response: Procedures are in place to detect, report, and mitigate personal data breaches promptly.

## **12. Processing of data**

The subcontractor undertakes upon completing data processing service delivery to:

- erasing all personal data, or

- sending back all personal data to the controller, or
- forwarding the personal data to the subcontractor designated by the controller. Such dispatch is accompanied by the erasure of all existing copies in the data systems of the subcontractor.

After erasure, the subcontractor shall substantiate the erasure in writing.

### **13. Data Protection Officer**

The subcontractor shall communicate to the controller the name and contact details of his Data Protection Officer, if he has designated one in accordance to Article 37 of the European Data Protection Regulation.

### **14. Register of categories of processing activities**

The subcontractor declares keeping written records of all categories of processing activities carried out on behalf of the controller, including:

- The name and contact details of the controller on behalf of whom he operates, of any subcontractors, and where applicable, of the Data Protection Officer.
- The categories of processing carried out on behalf of the controller;
- Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the European Data Protection Regulation, the documentation of suitable safeguards;

Where possible, a general description of the technical and organisational security measures, including inter alia as appropriate: The pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

### **15. Documentation**

The subcontractor makes available to the controller all information necessary to demonstrate compliance with his obligations laid and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.