



Tender Specifications

Public service contract for coaching services in marketing, financial and business management, and due diligence

Direct Negotiated Procedure with Prior Publication

Navision code: BEL22010-10129

**Deadline for submission of tenders:
11 December 2025, at 10 a.m. (Belgian time)**

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1 General remarks

1.1 Derogations from the General Implementing Rules

The chapter 'Specific contractual provisions' of these Tender Specifications holds the specific contractual provisions that apply to this public contract as a complement or an elaboration of the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and concessions for public works.

These Tender Specifications also derogates from Article 19 of the Royal Decree (see point 4.4 below).

1.2 Contracting authority

The contracting authority of this public 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 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 the purposes of this public contract, Enabel is validly represented by Arnaud Leclercq, Programme Manager - Global Projects, and Marie Sculier - Contract Support Manager - Global Projects.

1.3 Institutional framework of Enabel

Enabel's institutional framework is governed by the following laws:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

1.4 Rules governing the public contract

The public contract is subject to Belgian law and is governed by the provisions of these Tender Specifications.

Without prejudice to other applicable legal, regulatory or contractual provisions, and insofar as they are not derogated from in these Tender Specifications, it is also subject to the following clauses and conditions:

- The Law of 17 June 2016 on public procurement³;

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

²Belgian Official Gazette of 1 July 1999.

³Belgian Official Gazette of 14 July 2016.

- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁴;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁵;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement⁶;
- Circulars of the Prime Minister with regards to public procurement;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- 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 or <https://www.enabel.be/who-we-are/integrity/>;
- 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, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

All subsequent amendments made to the aforementioned texts by provisions that entered into force no later than the day before the deadline for the submission of tenders are also applicable.

The tenderers' attention is also drawn to the fact that their tender may not contain or refer to general sales conditions contrary to the provisions of these Tender Specifications and the aforementioned legal and regulatory texts.

Belgian regulations on public procurement are available on the website <https://bosa.belgium.be/fr/themes/marches-publics/reglementation>.

Regulations applicable to Enabel can be consulted on the website: <https://www.enabel.be/who-we-are/integrity/>

1.5 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 care, transparently and in strict compliance with privacy protection legislation.

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

1.6 Deontological obligations

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 contracts for Enabel.

⁴ Belgian Official Gazette of 21 June 2013.

⁵ Belgian Official Gazette of 09 May 2017.

⁶ Belgian Official Gazette of 27 June 2017.

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

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.

Moreover, 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 contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

Any tender will be rejected and any (public) contract will be cancelled once it appears that contract awarding or contract performance induced the transfer of 'extraordinary commercial expenditure'. Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due form referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal paradise, any commission transferred to a recipient that is not clearly identified or to a company that obviously merely serves as a façade.

The contractor of the public 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 desk review or on-the-spot check 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 his contract cancelled or to be permanently excluded.

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, sexual exploitation and abuse, etc.) must be sent to the Integrity desk via integrity@enabel.be

1.7 Applicable law and competent courts

The contract must be performed and interpreted according to Belgian law. The parties commit to sincerely perform their engagements to ensure the good completion of the public contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

2 Subject-matter and scope of the public contract

2.1 Type of contract

This public contract falls under the CPV code 80500000-9 "Training services", as defined in the nomenclature annexed to Commission Regulation (EC) No 213/2008 of 28 November 2007 amending Regulation (EC) No 2195/2002 on the Common Procurement Vocabulary (CPV).

This code, together with the service it designates, constitutes a specific service within the meaning of Article 88 of the Law of 17 June 2016 on public procurement.

Consequently, and in accordance with Articles 89, §1^{er}, 1° and 41 of the said law, the award method chosen is that of the direct negotiated procedure with prior publication.

2.2 Subject-matter of procurement

This service contract consists of **coaching services in three distinct areas:**

- 1. Coaching in marketing;**
- 2. Coaching in financial and business management;**
- 3. Coaching in human rights and environmental due diligence (HREDD).**

These coaching services will be provided to producers' organisations or social enterprises based in various African countries. See the details in the table below.

The coaching services are described in more detail in Part 5 of these Tender Specifications, entitled "Terms of Reference".

2.3 Lots

The public contract consists of **13 lots**.

Coaching sessions will have to be delivered individually to each organisation.

The distribution of the lots is as follows:

For coaching in <u>marketing</u> :						
Lot	Name of organisation	Country	Location	Legal form	Value chain	Language
Lot 1	Société Coopérative des Producteurs Agricoles de Divo (SCOOPRADI)	Ivory Coast	Divo	Cooperative	Cocoa	French
Lot 2	Kyotera Bikiira Coffee Farmers Cooperative Society Limited	Uganda	Kasaali Town Council, Kyotera District	Cooperative	Coffee	English
Lot 3	Kihungu Kasebere Cooperative Society Limited	Uganda	Kihungu Parish, Kyarumba sub county, Kasese District	Cooperative	Coffee	English

Lot 4	Kanance Trading PLC	Ethiopia	Debrezeit Road, Motuma derese BLDG, Behind Mullege BLDG, Addis Ababa	Private Limited Company	Coffee	English
For coaching in <u>financial and business management</u>:						
Lot	Name of organisation	Country	Location	Legal form	Value chain	Language
Lot 5	Coopérative Agricole avec Conseil d'Administration à Koun-Fao (COOP-CA KF)	Ivory Coast	Koun-Fao, dans la région de Gontougo (Abengourou)	Cooperative	Cocoa	French
Lot 6	Société Coopérative Agricole Garo-Est de Divo avec Conseil d'Administration (SCOOPAGED COOP-CA)	Ivory Coast	Divo, Kouamekro	Cooperative	Cocoa	French
Lot 7	Société Coopérative Simplifiée "Yéléen" des Producteurs d'Anacardes de Sidéradougou (SCOOPS-YPAS)	Burkina Faso	Région des Cascades, Province de la Comoé, Département de Sidéradougou, Village Sidéradougou	Cooperative	Cashew nuts	French
Lot 8	Nyamiirima Mutegaya Cooperative Society ltd	Uganda	Nyamirima Trading Center, Ibanda	Cooperative	Coffee	English
Lot 9	Bwamba Cooperative Union (BCU)	Uganda	Bundikakemba Cell Simbya Ward Bugankere Town Council Bundibugyo District	Cooperative	Cocoa	English
For coaching in <u>human rights and environmental due diligence (HREDD)</u>:						
Lot	Name of organisation	Country	Location	Legal form	Value chain	Language
Lot 10	Entreprise Coopérative Agricole Koognanan de Grogouya (ECAKOOG)	Ivory Coast	Grogouya (Lakota)	Cooperative	Cocoa	French
Lot 11	SOKAK-KATANA COOP-CA	Ivory Coast	Duekoué	Cooperative	Cocoa	French
Lot 12	Cooperative Agricole Tujenge Kivu (CAT KIVU)	Democratic Republic of Congo	Bishange, Masisi-Nord Kivu	Cooperative	Coffee	French

Lot 13	Kukuom (AGL) Cooperative Cocoa Farmers and Marketing Union	Ghana	Kukuom	Cooperative	Cocoa	English
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*** Note on location:** Coaching must be delivered on the premises of the organisation benefitting from it. Before each departure, Enabel will assess the security situation. If the organisation's premises are located in an area where security conditions are not met, the participants to the coaching session may be moved to another location, determined by Enabel, in order to benefit from the coaching session at that location (e.g. in a meeting room of a hotel in a large city).

The tenderer may submit a tender for **one or several lots**. A tender for **part of a lot** is **inadmissible**.

For each lot for which they decide to tender, the tenderer must propose **one and only one expert**.

The tenderer is allowed to propose **the same expert for several lots**.

The same expert may not be proposed for the same lot by several tenderers. However, **the same expert may be proposed for different lots by different tenderers.**

In the case the tenderer submits a tender for several lots, **the tenderer may not offer discounts or better conditions** in the event several lots are awarded to him.

In the case of **tenders for several lots**, the tenderer may, if they wish, **indicate their order of preference** for the award of these lots in his **Tender form - Prices (see point 6.2)**.

2.4 Specifics of the public contract

2.4.1. Right to renounce to the procedure

In accordance with Article 85 of the Law of 17 June 2016, the completion of a procedure in no way implies an obligation to award a public contract. The contracting authority may either decide not to award all or part of the lots of the public contract, or repeat the procedure, if necessary through another award procedure, without having to pay compensation to tenderers for any reason whatsoever.

2.4.2. Exclusive rights

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

2.5 Duration of the public contract

For each of the lots, the public contract commences on notification of its conclusion and all the services must be performed **by 31 December 2027 at the latest**.

Each organisation benefitting from the coaching (producers' cooperative or social enterprise), if it is diligent and conditions allow, will have a complete coaching track comprising five coaching sessions spread over 2026 and 2027. The sessions will last between 2 and 5 days. At the beginning of the coaching track, we recommend 5-day sessions, but towards the end, the coach could organise

shorter but more regular sessions, depending on the needs on the ground.

Each coaching session includes a day of preparation and a reporting day.

All coaching will end on 31 December 2027 at the latest.

For further details, see point 4.10.1 "Deadlines and clauses" and point 5.6 "Location, duration and deadline".

2.6 Blocks

Each lot of the public contract comprises a fixed block (the first coaching session) and several conditional blocks (up to four other coaching sessions).

Though contract conclusion pertains to the whole of a lot, it only binds the contracting authority for the fixed block. By submitting a tender, the service provider undertakes to perform the fixed block and any of the conditional blocks that the contracting authority orders.

The performance of each conditional block depends on a decision by the contracting authority, of which the service provider is informed in accordance with the terms and conditions set out in the initial procurement documents (see point 4.10.1 and section 5, Terms of Reference). **Lifting a conditional block is never compulsory and is always simply an option for the contracting authority.**

2.7 Variants and options

No variants are required or authorised.

Free variants are forbidden.

No options are required or authorised.

Free options are forbidden.

2.8 Quantities

This public contract is a price-schedule public contract. Unit prices are flat fee prices and quantities are presumed. The presumed quantities are not binding on the contracting authority.

Orders will be paid for on the basis of the services actually ordered and delivered.

3 Award procedure

3.1 Award procedure

This public contract is awarded by **direct negotiated procedure with prior publication**, on the basis of Article 89, §1^{er}, 1^o and 41 of the Law of 17 June 2016 on public procurement.

This procedure allows the contracting authority, with a view of improving the content of the tenders, to negotiate with tenderers on the initial tenders and all subsequent tenders that they have submitted, except final tenders. However, the minimum requirements and the award criteria are not negotiable.

Prior to the negotiations, the contracting authority allows tenderers to regularise non-substantial irregularities which, because of their accumulation or combination, have the same effect as a substantial irregularity, as well as substantial irregularities.

Negotiations will be conducted at the initiative of the contracting authority either concurrently with all the tenderers, successively or simultaneously with some of them, or with a single tenderer, without this choice being interpreted either as prejudging the final award decision or as excluding the tenderer or tenderers with whom negotiations have not or not immediately begun.

Throughout negotiations, the contracting authority ensures all tenderers are treated equally. Therefore, it will not provide, in a discriminatory manner, information that is likely to place certain tenderers at an advantage over others. It shall inform in writing all tenderers whose tenders have not been eliminated in the case of successive negotiations, of any changes made to the technical specifications or other procurement documents, other than those defining the minimum requirements. Following these changes, the contracting authority shall allow sufficient time for tenderers to modify their tenders and resubmit them if necessary.

When the contracting authority intends to conclude the negotiations, it advises the remaining tenderers and sets a common deadline for the submission of any new or revised tenders. It checks that the final tenders meet the minimum requirements and comply with the provisions of the Tender Specifications and the regulations governing public procurement. The final tender is not subject to negotiation.

The contracting authority reserves the right not to negotiate if it considers that the first tenders submitted enable it to award the public contract. Where the contracting authority decides not to negotiate, the initial tender is the final tender.

3.2 Publication

3.2.1. Official notification

In order to guarantee the widest possible level of competition, the contracting authority has decided to publish the public contract in the Bulletin des Adjudications (BDA) and in the Official Journal of the European Union (OJEU).

This advertising is carried out on a voluntary basis, although there is no legal obligation on the contracting authority if the estimated value of procurement is less than EUR 750 000 excluding VAT for its entire duration.

3.2.2. Semi-official notification

This public contract is also posted on the website of Enabel (www.enabel.be).

3.3 Information

The awarding of this public contract is coordinated by **Ms. Marie SCULIER, Contract Support Manager, Global Projects**.

Interested economic operators may ask questions concerning the Tender Specifications and the public contract unit 10 days inclusive before the deadline for the submission of tenders. Questions should be submitted via the "forum" at <https://www.publicprocurement.be/>. The contracting authority will publish the answers on the forum as soon as possible and, at the latest, 8 calendar days before the deadline for submission of tenders. Tenderers are advised to regularly check this forum.

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

Tenderers are expected to submit their tenders having read and taken into account any corrections made to the tender notice or the Tender Specifications that are published on the e-Procurement platform.

In accordance with Article 81 of the Royal Decree of 18 April 2017, if an economic operator finds errors or omissions in the procurement documents, which make it impossible to him to establish prices or make a comparison of tenders ineffective, he will immediately report these in writing to the contracting authority. The latter is in any case notified no later than ten days before the deadline date for the submission of tenders.

3.4 Determination of prices

3.4.1. Method for determining the prices

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

This public contract is a price-schedule public contract. Unit prices are flat fee prices and quantities are presumed. The presumed quantities are not binding on the contracting authority.

Orders will be paid for on the basis of the services actually ordered and delivered.

At the request of the contracting authority, the tenderer provides it, prior to public contract awarding, with all information intended to enable it to verify the prices offered.

The verification of prices may include any checks of accounting documents and/or any on-the-spot checks by the agents of the contracting authority appointed for this purpose.

3.4.2. Elements included in the prices

3.4.2.1. Taxes and other levies

The service provider includes in his unit prices (daily rates) any charges and taxes generally applied to services, with the exception of VAT.

VAT is recorded as a separate section in the inventory.

For the purposes of this public contract, it must be assumed that the service provider is based in Belgium.

Performance in such case is subject to:

- Belgian VAT for a Belgian service provider
- VAT in the service provider's country of origin for a European Union service provider
- No VAT is charged on any service provider from outside the EU (unless local legislation provides otherwise).

Please note that Enabel is neither VAT identified nor subject to VAT.

Where the service provider is located in Belgium, Withholding Tax does not apply to this public contract.

3.4.2.2. Other elements included in the daily rate

As a reminder, the service provider includes in his unit prices (daily rate) any charges applied to services.

Following costs are included in the price:

- honorary fees;
- participation in meetings;
- administrative management and secretariat;
- transportation costs in the country of residence/departure of the expert (to and from the airport, railway station, embassy, etc.) ;
- passport, visa and border crossing fees;
- vaccination costs, medical costs (preventive or otherwise) and costs relating to tests (for example, when a covid test is required);
- parking costs in the country of residence/departure of the expert;
- accommodation costs in the country of residence/departure of the expert;
- communication costs (including internet);
- insurance;
- cost of documentation pertaining to the services;
- photocopying and printing costs;
- production and delivery of documents or records associated with the performance of the services;
- any costs and charges for staff or equipment needed to perform this procurement contract;
- copyright fees;
- the purchase or leasing of third-party services needed for the performance of the procurement contract;
- 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.

This list is provided for illustrative purposes only and is by no means exhaustive.

3.4.3. Elements that must not be included in the daily rate

The following costs must **not** be included in the unit prices (daily rates) quoted by the tenderer:

3.4.3.1. Per diem

The tenderer indicates in his tender a lump sum to cover the costs of accommodation, meals and drinks (daily amount in Euros, excluding VAT). The full amount of the per diem will apply for days requiring the booking of accommodation in the field. A per diem reduced to 50% will be granted for days when the service provider is in the field without the need to book accommodation. The latter applies in particular to situations where the service provider travels at the end of the day or during the night to return home.

Per diems will be reimbursed on the basis of a work schedule attached to the invoice, which must be approved in advance by the managing official (i.e. a schedule validated before departure for the field).

Per diems will be taken into account when comparing the tenders.

3.4.3.2. Reimbursable expenses

- **International and local flight costs**

In addition to the unit prices for the daily rate and per diem, the tenderer indicates in his tender an estimate of the maximum amount for international or local air travel costs (one return journey).

The service provider will plan its field work in such a way as to limit to a strict minimum any travel costs by grouping different coaching sessions as much as possible in cases where several organisations (lots) are awarded to him. This cost estimate will not be taken into account when comparing the tenders.

International and local flight costs are reimbursed at the actual economy class rate upon presentation of the original flight ticket. The itinerary will be determined in function of the most logical combination of the following:

- The most interesting rate;
- The most acceptable itinerary;
- The travel dates required for services performed for Enabel only.

Flight travel costs will be reimbursed upon presentation of the original supporting document attached to the invoice. The service provider is encouraged to take a **flexible ticket**, i.e. one that allows the flight to be rebooked at no or limited cost. Other additional comfort options will not be reimbursed (e.g. Economy Premium, choice of seat, extra legroom, etc.).

These costs will not be taken into account when comparing the tenders.

If the service provider is based in a country other than the country where the coaching service is to be delivered, domestic transport costs in the service provider's country of residence/departure (to and from the airport, train station, embassy, car park, etc.) will not be reimbursed.

- **Other accepted costs (where applicable)**

Costs linked to service delivery can be reimbursed upon presentation of the original supporting document attached to the invoice. The following costs are accepted:

- Local transport in the country of destination or transit countries;
- Rental of a meeting room and/or other expenses related to the accommodation of participants (return travel, overnight stays and catering) when the coaching cannot take place on the organisation's premises for practical or security reasons (to be agreed in advance with Enabel, which must give its approval).

At least, the type of costs will be given in the tender as well as the estimated amount, if known.

These other costs will not be taken into account when comparing the tenders.

The cost of issuing passports, visas, border crossing formalities, medical expenses (whether preventive or not), etc. are not reimbursed and must be included in the daily rate/unit price.

Please note:

- **Unit prices for the daily rate** (in the field and/or home-based and/or at Enabel's head office) are paid for all effective working days, even if it is a weekend or public holiday, in accordance with the work schedule which is attached to the invoice and which was accepted in advance (prior to service delivery) by the managing official.
- For each coaching session (i.e. per organisation coached), the service provider will charge a maximum of 1 day of preparation and 1 day of reporting.
- Travel days (international or local) are not considered working days. Consequently, **unit prices (daily rates)** do not apply, unless the service provider devotes the day of preparation/reporting to it;
- **Per diems** are a lump sum to cover the cost of accommodation, meals and drinks:
 - The full per diem amount will apply for days requiring the booking of accommodation in the field.
 - A per diem reduced to 50% will be granted for days when the service provider is in the field without the need to book accommodation. The latter applies in particular to situations where the service provider travels at the end of the day or during the night to return home.
- In general, the costs on-site for the practical organisation of the coaching sessions and/or workshops are borne by the producers' organisations or social enterprises to whom the coaching is provided (provision of a training room, drinks, whiteboard, flipchart paper, overhead projector if available, etc.). Coaching-specific teaching aids (post-it notes, coaching materials, etc.) are to be provided by the service provider and these costs are included in the unit price.

3.5. Submission and opening of tenders

3.5.1. Use of languages

Tenderers may submit their tenders in English, French or Dutch.

3.5.2. Commitment period of the tender

Tenderers remain bound by their tender for a period of 90 calendar days, as from the tender submission deadline date.

3.5.3. Form of the tender

Each tenderer may submit only one tender per lot.

Tenderers' attention is drawn to the fact that their tender may not contain or refer to general or special conditions. If this is the case, the tender may be considered to be materially irregular and the contracting authority may reject it for that reason alone.

3.5.4. Submission of tenders

Tenderers are required to fill out the tender forms attached to these Tender Specifications (point 6). In case these forms are not used, the tenderer is fully responsible for the perfect concordance between the documents he has used and said forms.

The contracting authority imposes the use of the federal e-Procurement platform (<https://www.publicprocurement.be/>) for the submission of tenders. This platform complies with the conditions of Article 14 of the Law of 17 June 2016.

To create your account, simply follow the 2 steps below:

1. Register as a new user: https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=6eaa49c91bcd31143ff06421b24bcbc8
2. Register your company: https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010734

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

Tenders must be submitted on the platform <u>no later than 10 a.m. on 11 December 2025.</u>
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It should be noted that sending a tender by e-mail does not meet these conditions. The tender cannot be submitted on paper either.

By submitting a tender in whole or in part by electronic means, the tenderer accepts that the data resulting from the operation of the facility receiving his tender will be recorded.

Further information can be obtained on the site: <https://www.publicprocurement.be/> or by calling the e-Procurement department helpdesk: (+32) (0) 2 740 80 00 or e-mail e.proc@publicprocurement.be.

The tenderer must not sign the tender and its annexes individually when they are uploaded to the platform. In accordance with Article 43, §1 of the Royal Decree of 18 April 2017, **these documents are signed globally by affixing a simple, advanced or qualified electronic signature OR a manual signature on the related submission report. Only the submission reports for the initial and final tenders need to be signed.**

Tenderers will also attach with their tender the statutes, the power of attorney or any other document demonstrating that the person signing the submission report is authorised to commit the tenderer vis-à-vis third parties.

MIND

Before submitting their tenders, tenderers are advised to test the procedure for submitting tenders via the e-Procurement site.

Further information is available at <http://www.publicprocurement.be>

By submitting his tender, the tenderer undertakes to comply with the clauses contained in these Tender Specifications. The proposals submitted by the tenderer in response to the contractual clauses or additional questions asked by the contracting authority constitute commitments on his part. The content of his tender forms an integral part of the public contract, as do the details he provides in response to any requests for clarification.

By submitting their tender, the tenderers also acknowledge that they have obtained all the information required and that they have drawn up their tender with full knowledge of the facts, nothing being vague or unknown to them.

The tenderer clearly designates in his tender which information is confidential and may therefore not be divulged by the contracting authority.

By submitting his tender, the tenderer acknowledges:

- Having read all the procurement documents;
- Being aware of the scope and specifics of public contract performance;
- Having received all the information he required;
- Having made all the comments and asked all the questions he considered necessary, both for the preparation and submission of his tender and for the actual performance of the public contract;
- Not having discovered any errors and/or defects in the procurement documents which, by their nature, would make it impossible to calculate the price and compare the tenders;
- Having calculated the price of his tender with full knowledge of the facts;
- Having calculated the amount of his tender, taking account of this knowledge of the public contract and providing the necessary means for excellent performance of the public contract;
- Accepting all the clauses of these procurement documents, even if they differ from his own invoicing and/or sales conditions (where the tenderer indicates other invoicing and/or sales conditions, these will not apply).

3.5.5. Signing the tender

The tenderer must not sign the tender and its annexes individually when they are uploaded to the platform. In accordance with Article 43, §1 of the Royal Decree of 18 April 2017, **these documents are signed globally by affixing a simple, advanced or qualified electronic signature OR a manual signature on the related submission report. Only the submission reports for the initial and final tenders need to be signed.**

Tenderers will also attach with their tender the statutes, the power of attorney or any other document demonstrating that the person signing the submission report is authorised to commit the tenderer vis-à-vis third parties.

Modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed by means of a qualified electronic signature.

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

The withdrawal however must be pure and simple.

The documents, including annexes, as well as any erasures or alterations that could affect the terms of the public contract, will be signed by the tenderer or his authorised representative.

If one or more proxies are used, they must also attach to their tender the original public deed or private document granting them these powers or a copy certifying that their power of attorney conforms to the original. They may limit to providing the number of the annexes to the Belgian Official Gazette where the proxy is published.

For the qualified electronic signature procedure, please consult the following: [Suppliers - Signing your offer / request for participation \(service-now.com\)](#).

3.5.6. Group of operators

Where the tender is submitted by a group of economic operators (e.g. youth organisation, content creator and international solidarity organisation), the tender must contain the following information:

- The designation of one operator, member of the group, representing the group vis-à-vis the contracting authority;
- Proof of a joint and several commitment between the members of the consortium; Listing, for each member of the group, of the name, first name, capacity or profession, nationality and domicile or, in the case of a legal person, its social purpose or corporate name, its legal form, its nationality, its registered office, its e-mail address and its enterprise number.

3.6. Access right and selection of tenderers

3.6.1. Exclusion grounds

3.6.1.1. General remarks

The obligatory and facultative grounds for exclusion are given under point 6.7.1 of 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.

To this end, the contracting authority will ask the tenderer concerned to provide information or documents enabling its personal situation to be verified, by the quickest possible means and within the time limit set by the contracting authority.

The contracting authority will directly request the information or documents that it can obtain free of charge by digital means from the competent bodies.

The grounds for exclusion apply to the tenderer as well as to:

- All members of a group of economic operators;
- All third-party entities on which the tenderer intends to rely to meet the selection criteria set out in the Tender Specifications.

3.6.1.2. Verification of exclusion grounds

The contracting authority is to check the absence of grounds for exclusion on the basis of the following documents:

- (a) An extract from the criminal record made out to the name of the tenderer (legal person) or of his representative (natural person), confirming the legal persons have no conviction on record.
- (b) A document certifying that the tenderer is in order with the payment of social security contribution, except where the contracting authority can directly obtain this information by accessing a free national database in a European Union Member State (e.g. in Belgium: Telemarc);
- (c) A document certifying that the tenderer is in order with the payment of levies and taxes, except where the contracting authority can directly obtain certificates or relevant information by accessing a free national database in a European Union Member State (e.g. in Belgium: Telemarc);
- (d) A document certifying that the tenderer is not in a state of bankruptcy, liquidation, cessation of business or judicial reorganisation, except where the contracting authority can directly obtain this information by accessing a free national database in a European Union Member State (e.g. in Belgium: Telemarc);

These documents do not need to be attached to the tender, as the declaration on honour is accepted a priori by the contracting authority as provisional proof.

The contracting authority will subsequently verify the accuracy of the information contained in these documents.

However, for documents that are NOT accessible via a free national database in a Member State of the European Union, the tenderer must be able to provide the requested supporting documents within five working days of the contracting authority's request.

Tenderers are therefore strongly advised not to wait for the contracting authority's request and to obtain the necessary documents from the competent authorities in the country in which they are established as soon as possible, as it may take a long time to obtain certain documents.

3.6.2. Qualitative selection

The technical and professional capacity criteria are set out in point 6.7.2 of these Tender Specifications.

The tenderer must demonstrate in his tender that he meets the minimum level of requirements set for these criteria.

3.7. Evaluation of tenders

3.7.1. Overview of the procedure

This public contract is awarded by direct negotiated procedure with prior publication, on the basis of Article 89, §1^{er}, 1^o and 41 of the Law of 17 June 2016 on public procurement.

This procedure allows the contracting authority, with a view of improving the content of the tenders, to negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. However, the minimum requirements and the award criteria are not negotiable.

This procedure also allows the contracting authority to decide to declare the tender affected by a substantial irregularity void or to have this irregularity regularised. The same applies to non-substantial irregularities, which by virtue of their accumulation or combination have the same effects as a substantial irregularity.

Negotiations – which are simply an option – will be conducted at the initiative of the contracting authority either concurrently with all the tenderers, successively or simultaneously with some of them, or with a single tenderer, without this choice being interpreted either as prejudging the final award decision or as excluding the tenderer or tenderers with whom negotiations have not or not immediately begun.

Throughout negotiations, the contracting authority ensures all tenderers are treated equally. Therefore, it will not provide, in a discriminatory manner, information that is likely to place certain tenderers at an advantage over others. It notifies all tenderers, unless their tender has been discarded where negotiations comprise several successive phases, in writing of any changes made to the technical specifications or other procurement documents, other than those that define the minimum requirements. Following these changes, the contracting authority provides for sufficient time to allow tenders to adjust their tenders and submit them anew where applicable.

When the contracting authority intends to conclude the negotiations, it advises the remaining tenderers and sets a common deadline for the submission of any new or revised tenders. It checks that the final tenders meet the minimum requirements and comply with the provisions of the Tender Specifications and the regulations governing public procurement. The final tender is not subject to negotiation.

The contracting authority reserves the right not to negotiate if it considers that the first tenders submitted enable it to award the public contract. Where the contracting authority decides not to negotiate, the initial tender is the final tender.

3.7.2. Award criteria

For each lot, the contracting authority selects among selected admissible tenders the tender that it finds to be most advantageous, taking account of the following criteria:

First award criterion – Price (30 points)

For **all lots** (1 to 13):

In order to assess this criterion, the tenderer must complete the tender form referred to in point 6.2 of the Tender Specifications.

The tender with **the lowest price per day (daily rate + per diem)** obtains the maximum number of points for the criterion concerned.

For other tenders, this criterion will be assessed on the basis of the following proportionality rule:

$$B = [P(\text{lowest})/P(\text{tender})] \times Z$$

Where:

- B = the number of points obtained by the tender examined;
- P(lowest) = the amount of the lowest regular tender;

- P(tender) = the amount of the tender examined;
- Z = the weighting of the item concerned.

With regard to VAT, please note that services are subject to:

- Belgian VAT for a Belgian service provider
- VAT in the service provider's country of origin for a European Union service provider
- In principle, no VAT is charged on any service provider from outside the European Union (unless local legislation provides otherwise).

Tenders will be compared inclusive of VAT.

The contracting authority draws tenderers' attention to the fact that the daily rate offered may not exceed EUR 700 excluding VAT and that the amount of the per diem may not exceed EUR 250 excluding VAT. The contracting authority reserves the right to reject any tender offering a higher amount.

The unit prices for the fixed and conditional blocks remain identical.

Reimbursable expenses (international and local flight costs and other accepted costs) are not taken into account when comparing tenders (see point 3.4.2 "Elements included in the prices").

Second award criterion – Expertise (30 points)

As a reminder, the tenderer may **only** propose **one expert per lot**.

For each expert proposed, the tenderer must enclose with his tender:

- The table detailing the expert's profile (see point 6.4 of the Tender Specifications);
- The expert's Curriculum Vitae.

The evaluation of the expertise is based on the sub-criteria defined below. For each of these sub-criteria, the quality and duration of the experience of the expert concerned will be taken into account. Each sub-criterion will be scored according to the following scale:

- **No or very limited expertise:** 0 to 4/10
- **Average expertise:** 5 to 6/10
- **Good expertise:** 7 to 8/10
- **Excellent expertise:** 9 to 10/10

The score awarded to each sub-criterion will then be **weighted** according to the specific weight given to it. The scores obtained for all the sub-criteria will be added together to determine an **overall score out of 30** for the proposed expert.

	Sub-criteria	Maximum
Sub-criterion 1	For the lots concerning coaching in marketing (lots 1 to 4):	15 points
	Expertise, both in strategic and operational marketing, demonstrated in the documents provided (table detailing the profile and CV) by practical experience in marketing management, in defining marketing strategies <u>and</u> in implementing them operationally.	
	For the lots concerning coaching in financial and business management (lots 5 to 9):	
	Expertise demonstrated by the documents provided (table detailing the profile and CV) in training and/or in the	

	implementation of business management, both financial and organisational, as an executive, manager, project manager, trainer or any other equivalent function.	
	For the lots concerning coaching in human rights and environmental due diligence - HREDD (lots 10 to 13):	
	Expertise demonstrated by the documents provided (table detailing the profile and CV) in areas related to human rights and/or environmental due diligence (decent work, decent income, living income gap, traceability, and/or any other subject mentioned in the Terms of Reference - see chapter 5).	
Sub-criterion 2	For all lots (lots 1 to 13): Practical knowledge of the functioning of producer' organisations, producer' cooperatives and/or social enterprises.	10 points
Sub-criterion 3	For all lots (lots 1 to 13): Experience in the country where the service is to be provided and in the sector (value chain) concerned.	5 points

Mind:

The contracting authority draws the attention of tenderers to the fact that **minimum requirements** in terms of experience are set out in the technical specifications of the Tender Specifications (see Part 5, Terms of Reference, point 5.13). These requirements are as follows:

For **all** lots (lots 1 to 13):

- At least 5 years' general experience in coaching, training or supporting of organisations.
- Have carried out at least 2 training, coaching or support assignments for producer' organisations, producer' cooperatives and/or social enterprises in Africa, Latin America or South-East Asia.

For the lots concerning coaching in **marketing** (lots 1 to 4):

- A graduate of a higher Business School and/or degree in business administration, commercial/management sciences and/or marketing management, or any other degree of engineer.
- At least 5 years' practical experience in both strategic and operational marketing: in marketing management, in defining marketing strategies and in implementing them operationally.

For the lots concerning coaching in **financial and business management** (lots 5 to 9):

- Hold a higher education diploma (university or business school) in business administration, management sciences, commercial sciences or economics, or any other degree of engineer.
- At least 5 years' practical experience in training and/or implementation of business management, both financial and organisational.

For the lots concerning coaching in **human rights and environmental due diligence - HREDD** (lots 10 to 13):

- Holder of a university or higher education diploma in social sciences, economics, rural development or environmental sciences, or any other degree of engineer.

- Minimum 1 year of experience:
 - In the implementation of tools for identifying, monitoring, reporting and remedying the main risks and problems relating to human rights and the environment in connection with a company and its production; and
 - In the implementation of a traceability system for the cocoa or coffee sector or any other agricultural product covering the entire chain - from plot to port; **or** in the interpretation and analysis of geolocation data from traceability systems.
- For lots 10, 11 and 13, the tenderer must also demonstrate 1 years' experience in implementing positive actions and policies to improve women's entrepreneurship, the position of women within the organisation and the introduction of gender certification.
- For lot 10, the tenderer must also demonstrate 1 years' experience in identifying members' needs and (re)defining the services provided by the cooperative.
- For lot 12, the tenderer must also demonstrate 1 years' experience in supporting diversification and the adoption of good agricultural practices that respect the environment (agroecology, agroforestry, soil regeneration, use of organic pesticides, etc.).

In order to enable the contracting authority to check that the tenderer meets these minimum requirements, it must complete Annex 6.3 of the Tender Specifications.

Tenderers who do not meet these minimum requirements will be disqualified and their tender will not be taken into account in the analysis of the tenders.

Third award criterion – Similar services (20 points)

For **all** lots (lots 1 to 13):

As a reminder, the tenderer may **only** propose **one expert per lot**.

For each expert proposed, the tenderer must enclose with his tender the two completed presentation forms for similar services (see points 6.5 of the Tender Specifications).

These forms should detail the coaching methodology and the tools/techniques used, the content of the coaching sessions, the subjects covered, the reports produced and the outputs/results obtained.

Criterion	Maximum
Relevant assignments/experience in participative coaching of individuals or groups.	20 points
The tenderer attaches to his tender a certificate of satisfactory performance signed by the client.	

Tenders will be evaluated on the basis of the quality of the experience of the expert concerned. A score will be awarded to the proposed expert according to the following scale:

- **No or very limited experience:** 0 to 8/20
- **Average experience:** 10 to 12/20
- **Good experience:** 14 to 16/20
- **Excellent experience:** 18 to 20/20

Fourth award criterion – Methodology (20 points)

For **all** lots (lots 1 to 13):

Tenderers must include a methodological note of no more than two A4 pages, based on the following fictitious case:

"You have been selected. In a week's time, you will be accompanying the cooperative "x" for 5 full days on its premises. This is the first time you are meeting them. On the basis of the content detailed in the Terms of Reference (see Part 5 of the Tender Specifications), develop in concrete terms the methodology, the tools you could use, the way in which these tools will be approached, etc.".

3.7.3. Final score

The scores for the award criteria will be added up. The public 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 check shows that the Declaration on honour corresponds with reality.

In view of transparency, Enabel undertakes to annually publish the list of contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

4 Specific contractual provisions

This chapter holds the specific administrative and contractual provisions that apply to this public contract as a complement or an elaboration of the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and concessions for public works.

These Tender Specifications also derogates from Article 19 of the Royal Decree (see point 4.4 below).

4.1. Managing official (Art. 11)

The managing officials are Mathieu DESANTOINE, e-mail address: mathieu.desantoine@enabel.be, and Dieudonné SOW, e-mail address: dieudonne.sow@enabel.be

Once the public 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 public contract will be addressed to him, unless explicitly mentioned otherwise in these Tender Specifications.

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

The managing official is fully competent for the follow-up of the satisfactory performance of the public contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the public 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 contract are not part of the competence of the managing official. For such decisions, the contracting authority is represented as stipulated under the point 'Contracting authority'.

Under no circumstances is the managing official allowed to modify modalities (e.g. delivery deadlines) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement derogating 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)

4.2.1. General remarks

Except with the express prior agreement of the contracting authority, the service provider may not entrust all or part of the assignment described in these Tender Specifications to a subcontractor other than the one announced in his tender.

Where all or part of the public contract services are entrusted to one or more subcontractors, the contractor remains, in all cases, solely liable to the contracting authority.

The contractor will be responsible for the management and coordination and bear the costs of their fees and all related costs.

No later than the start of performance of the contract, the contractor must provide the contracting authority with the following information: the name, contact details and legal representatives of all subcontractors, regardless of the extent to which they participate in the subcontracting chain and regardless of their place in this chain. Throughout the course of the public contract, the contractor is required to inform the contracting authority without delay of any changes to this information and of the information required for any new subcontractor who subsequently participates in these services.

A subcontractor is forbidden to subcontract the whole of the public contract entrusted to it.

4.2.2. Replacement of a team member

In the event of force majeure or similar circumstances, the contractor may offer to replace an expert, either on a one-off basis for part of the public contract or for the remainder of the public contract, subject to compliance with the following terms and conditions.

The contractor submits to the managing official the Curriculum Vitae of the expert and the latter's agreement to perform services on behalf of the economic operator in question.

The proposed expert:

- Must meet the selection criteria and satisfy the requirements set out in part 5 of these Tender Specifications (Terms of Reference);
- Cannot be an expert proposed for the same lot.

A replacement will only be accepted if the new expert meets these two conditions.

The contracting authority reserves the right to accept or reject the new expert, even if he or she meets the two conditions defined above.

If the new expert is not accepted, the contractor may either retain the expert initially proposed or propose a new profile.

4.3. Protection of personal data

4.3.1. Protection 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 (European 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.

4.3.2. Protection of personal data by the contractor

Protection of personal data by the contractor in his capacity as subcontractor

Where during contract performance, the contractor processes 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, the following provisions apply:

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

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

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

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

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

To this end, by submitting his tender, the tenderer agrees to comply with the obligations detailed in Annex 6.9 of these Tender Specifications.

4.4. Intellectual property (Art. 19 to 23)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the public contract.

This public contract is a purchase order public contract under the terms of which the contractor acknowledges that he transfers to the contracting authority all economic rights relating to copyright in all the works covered by the contract (including texts, documents and graphics attached thereto or incorporated therein, all preparatory work, etc.) which are from his or his team's hands. If they are the work of third parties, the contractor guarantees that he has acquired all exclusive rights and that he can transfer them to the contracting authority.

The costs of transferring these rights for all modes and forms of exploitation that are transferred are fully included in the prices of the public contract.

In no case may the service provider claim any special indemnity, compensation or damages for the use, in the performance of this public contract, of patents, licences, copyrights, etc., for which it is assumed that he has taken into account the charges resulting from such use when drawing up his tender.

It is further specified that the contracting authority is under no obligation to pay anything whatsoever to any third party holding (and/or exploiting) a patent, licence, etc. used in the performance of this public contract. The contractor is in all cases solely responsible for his own performance processes, even if the requirements of this public contract only indirectly indicate that the use of a patent, licence, etc. is necessary for the proper performance of the services covered by these Tender Specifications.

In short, any patent rights, licences, royalties, copyright or other costs are the responsibility of the contractor, who remains solely liable in the event of any claim.

4.5. Conflicts of interests

As part of the fight against conflicts of interests, in particular in view of avoiding revolving doors mechanisms as defined in the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, the tenderer shall refrain from relying on any former (internal or external) collaborator(s) of the contracting authority, within two years from their resignation, retirement or any other type of departure from the contracting authority, for whatever reason, directly or indirectly, for the elaboration and/or submission of its tender or any other intervention under the award procedure or for tasks to be conducted as part of the performance of this public contract.

The above provision does however only apply when there is a direct link between the preceding activities conducted for the contracting authority by the person(s) concerned and their activities in this public contract.

Any breach of this measure liable to distort the normal conditions of competition is subject to a sanction in accordance with the provisions of Article 6 of the Law of 17 June 2016 on public procurement. In concrete terms, this sanction, depending on the case, consists of discarding the tender or terminating the public contract.

4.6. Respect of environmental, social and labour law

The contractor must respect and have any person acting as a subcontractor at any stage of the public contract and by any person seconding personnel for the performance of this public contract respect all obligations applicable in the domains of environmental, social and labour legislation under European Union regulations, national law, collective agreements or international environmental, social and labour provisions listed in Annexe II of the Law of 17 June 2016.

4.7. Zero tolerance Sexual Exploitation and Abuse

In application of Enabel's Policy regarding Sexual Exploitation and Abuse of June 2019, Enabel applies zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

In the event of a breach, the contracting authority may impose a lump-sum fine for each infringement, which may be up to three times the amount obtained by adding the (estimated) values of the benefit offered to the employee and the benefit that the contractor hoped to obtain by offering this benefit to the employee.

The contracting authority will decide on the application and amount of this fine.

This clause applies independently of the measures provided for by the Royal Decree of 14 January 2013, namely, in particular, unilateral termination of the contract and/or exclusion for a fixed period in the context of future public contracts launched by the contracting authority.

4.8. Performance bond (Art. 25 to 33)

For this contract no performance bond is required.

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

Under Articles 38 et seq. of the Royal Decree of 14 January 2013, public contracts may not be amended without a new award procedure, except in the cases provided for in Articles 38/1 (additional services), 38/2 (events unforeseeable by the contracting authority), 38/3 (replacement of the contractor), 38/4 (changes of minor nature) and 38/5 and 38/6 (non-substantial changes).

These Tender Specifications also includes the following re-examination provision:

- Taxes affecting the value of procurement (Art. 38/8)
- Unforeseeable circumstances to the disadvantage the contractor (Art. 38/9)
- Unforeseeable circumstances in favour of the contractor (Art. 38/10)
- Facts of the contracting authority and the contractor (Art. 38/11)
- Compensation following suspensions ordered by the contracting authority and incidents

during the procedure (Art. 38/12).

In addition to the above provisions, the following two specific review clauses are also included:

End of cooperation with the partner country

In the event of a decision by the Belgian State to suspend or terminate cooperation with the partner country concerned, this decision is deemed to be unforeseeable circumstances within the meaning of Article 38/2 of the Royal Decree of 14 January 2013. If this decision directly results in the suspension or termination of the activities financed under this public contract, the public contract may be suspended or terminated, as appropriate. In this case, only the services actually delivered and justified may be the subject of payment, without any additional compensation being due.

Deterioration in security conditions

If the premises of the benefitting organisation are located in an area where security conditions do not allow the normal provision of services, the coaching sessions may take place in another location defined by Enabel (for example, a meeting room in a hotel located in a large city). However, if the security situation deteriorates to such an extent as to make travel impossible – either for the service provider or for the participants, including to a secure alternative location – the coaching track concerned may be cancelled, without additional compensation for services not provided. In this case, only the services actually delivered and justified may be the subject of payment, without any additional compensation being due.

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

4.10.1. Deadlines and terms (Art. 147)

Each producers' organisation or social enterprise that has been selected as a beneficiary of coaching, if it is diligent and conditions permit, will have a complete coaching track comprising **5 coaching sessions**, spread over 2026 and 2027.

Each **coaching session lasts an indicative 5 days**, consecutive or not, in the field or remotely, with an additional **2 days** (one day for preparation and one day for reporting). There may be **3 to 6 months between the end of one session and the start of the next**, giving participants time to implement the points discussed at the previous session, to take new steps in response to the ideas discussed, to carry out research, to prepare for the next session, etc.

The services must be performed for each lot from the day following that on which the service provider received notification of the conclusion of the public contract and **end no later than 31 December 2027**.

The lifting or ordering of the conditional blocks, i.e. the "GO" to carry out the next coaching session, is given by the managing official by e-mail, provided:

- The approval of the report of the previous coaching session; and
- The relevance of continuing the coaching with the organisation concerned (assiduity of the beneficiary organisation, compliance with commitments by the beneficiary organisation, absence of major problems that could jeopardise the continuity of the beneficiary organisation or Enabel's reputation, security situation on site, etc.).

See details in Part 5 Terms of reference.

As a reminder, the lifting of a conditional block is never compulsory and is simply an option for the contracting authority. By way of example, if the Belgian State imposes budget restrictions on Enabel, and in particular on its Trade for Development Centre programme, during the period of execution of this public contract, the remaining conditional block(s) may not be ordered, without any

compensation being due, even if the previous session went satisfactorily.

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

The services will be performed:

- Depending on the lots, in the countries where the benefitting organisation's premises are located;
- In any other Belgian development cooperation country if the proper execution of the public contract so requires;
- For distance coaching, at home or in the coach's country of residence;
- In any other country where an activity is taking place that is relevant for the benefitting organisation, which is linked in one way or another to the coaching (for example, trade fairs, partner visits, etc.).

If the organisation's premises are located in an area where security conditions are not met, coaching sessions may take place in another location, defined by Enabel, such as a meeting room of a hotel in a large city.

The countries are listed in Chapter 2 "Subject-matter and scope of the public contract".

4.10.3. Gender equality

In accordance with article 3, 3° of the law of 12 January 2007 on "Gender Mainstreaming", public contracts must take account of any differences between women and men (the gender dimension). The contractor must therefore analyse whether there are differences between men and women, depending on the area targeted by the public contract. In carrying out the contract, it must therefore take account of any differences that arise.

Communication should combat sexist stereotypes in terms of message, image and language, and take account of the different situations of women and men in the target audience.

4.10.4. Insurance

The contractor takes out insurance policies covering its liability for occupational accidents and its third party liability for the performance of the contract.

Within thirty days from contract conclusion the contractor provides evidence that he has taken out these insurance policies through a certificate stating the extent of the liability covered required by the procurement documents.

At any time during public contract performance, the contractor provides such certificate within 15 days following the reception of such a request from the contracting authority.

Deductibles imposed by the insurer on the contractor remain on behalf of the latter and are not enforceable against the contracting authority.

4.10.5. Inspection of the services (Art. 150)

If during contract performance irregularities are found, the contractor will be notified about this immediately by 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.

4.10.6. 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.

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

In accordance with Article 156 of the Royal Decree of 14 January 2013, partial acceptance of the services is permitted. After each coaching session, the managing official checks the services provided, verifies that they comply with the contractual obligations and acknowledges receipt where appropriate.

Only services performed in accordance with the specifications may give rise to acceptance and payment. No remuneration will be due for services deemed non-compliant or incomplete.

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

The contractor addresses the invoices (in a single copy) of the services to:

Enabel - Trade for Development Centre
Att. Mr. Mathieu DESANTOINE and Mr. Dieudonné SOW
Rue Haute, 147
1000 Brussels
Belgium

The invoice may also be sent electronically to the managing official, to the e-mail address provided for this purpose.

Each invoice must be accompanied by:

- The **corresponding coaching report** (see point 5.10 "Expected report");
- And any other document required by the Tender Specifications.

The contracting authority shall verify and pay the amount due to the service provider within thirty calendar days from the completion of the services, established in accordance with the procedure described above. However, payment can only be made if the contracting authority is in possession of the duly issued invoice, the coaching report, the detailed list of services provided and any other possible documents required.

The invoice must be in EUROS.

4.10.9. Advances

In accordance with Article 12/1 of the Law of 17 June 2016, the contractor is not entitled to request advance payment where the performance period for each lot of the public contract is less than two months (taking all coaching sessions together, this period will not be exceeded).

4.11. Litigation (Art. 73)

This public contract must be performed and interpreted according to Belgian law.

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

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

If agreement is lacking, the Brussels legal district courts are the only courts competent to resolve the matter. 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 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
Global Procurement Services
To the attention of Ms. Inge Janssens
Rue Haute, 147
1000 Brussels
Belgium

5. Terms of reference

5.1. General introduction

Enabel is the Belgian agency for international cooperation. Our mission is to build a sustainable world where all live under the rule of law and are free to thrive. With our partners, we offer solutions addressing pressing global challenges – Climate Change, Social and Economic Inequalities, Peace and Security, Urbanisation, Human Mobility – and promoting Global Citizenship.

We have over 20 years' experience in areas ranging from education and health care to agriculture, environmental protection, digitisation, employment and peace and security. Enabel's expertise is eagerly sought-after by partners around the globe – ranging from the Belgian government, European Union institutions, the private sector, and governments of other countries. We work with businesses, civil society actors and research institutes and we foster fruitful interaction between development policy and other areas.

With over 2100 staff, Enabel manages over 200 projects in more than twenty countries, in Europe, Africa and the Middle East.

Specific background

Enabel's programme Trade for Development Centre (TDC - www.tdc-enabel.be) promotes and supports sustainable production and responsible consumption through 5 areas of intervention: by working with cooperatives and other producer' organisations, public and private business support agencies, multi-stakeholder initiatives, consumers and politicians.

This public contract forms part of the support offered by the TDC to cooperatives or other producer' organisations as well as to social enterprises based in Africa.

TDC's support to these organisations in African countries consists of direct support, tailored to each organisation and delivered in a participatory manner.

TDC's unique approach, based on expertise built up over many years, is to "start from the ground up". Through a competitive selection process, organisations to be coached are selected in different countries, active in different value chains. The selection criteria aims to select organisations with high potential in terms of social impact, economic growth and sustainability.

These organisations are then supported by coaches (the subject-matter of this public contract) using participatory methodologies such as co-creation and collective intelligence. This makes it possible to start from the real needs of the organisations and to work on subjects that are priorities for the participants of the coaching. This guarantees their genuine involvement, as well as the sustainability of the activities that will be set up, as these are truly driven by the participants.

5.2. Target audience for coaching

The coaching will be aimed at **13 cooperative societies, producers' organisation and social enterprises** which **produce, collect and trade cocoa** and/or **coffee** and/or **cashew nuts**. The breakdown of organisations by country and coaching domain can be found in Chapter 2 "Subject-matter and scope of the public contract".

5.3. Countries covered by service delivery

Burkina Faso, Côte d'Ivoire, Democratic Republic of Congo, Ethiopia, Ghana and Uganda

See the detailed list with the organisations concerned in Chapter 2 "Subject-matter and scope of the public contract".

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

5.4. General objective of coaching

This is a **participative and personalised** coaching track designed to enable producer' cooperatives and small businesses take charge of their own development. This support provides them with **the tools, knowledge and skills** they need to develop their own strategies, manage their business and innovate, in order to increase their sales and income. The TDC believes that this is the only way for these businesses to achieve **sustainable growth**.

Coaching is provided **on-site, at the organisation's premises**, by specialists in each of these three domains:

- **Marketing:** The marketing coaching aims to strengthen competences in commercial management so that organisations have the necessary knowledge and tools to **better access markets**. This includes positioning, market access, communication, sales, etc.
- **Business management:** The coaching in financial and business management aims to strengthen their organisational and financial management competences so that they can **better manage their daily operations and their financial resources**.
- **Human Rights and Environmental Due Diligence (HREDD):** The coaching in HREDD will enable organisations to adapt to the various norms and standards in terms of **environmental sustainability** and **decent work**, more specifically the European legislations on deforestation (EUDR) and due diligence (CS3D).

The content of each of these coaching tracks is detailed below.

5.5. Methodology

The coach will adopt a **highly participatory approach** and will stimulate and collect the best ideas of the coached organisation.

In achieving the services, the coach will use the following relational competences:

- Strong empathy, listening ability, humbleness and diplomacy
- Critical thinking, ability to question things
- Ability to transfer and vulgarise information
- Ability to motivate, give trust and enhance the competences of the coachees
- Ability to co-create a strategy and tools
- Integrity and respect for Enabel's ethical values

The coach works in such a way that the coached organisation remains the driver behind the coaching programme and is the owner of its content and strategic choices.

The approach of the coach ensures that the coached organisation naturally and entirely takes up the ownership of the outcomes of the coaching programme. This means that the latter will itself develop its own strategies, plans, tools, etc.

In addition, the coach will work on the basis of the 'learning by doing' method, accompanying the cooperative in the drafting of tools and methods to be implemented within it, while not doing things for it. It is important for the coaches to ensure that the cooperative gets down to work by producing concrete activities that can be sustained over the long term.

The coach and Enabel will act as **facilitators, change agents and advisors**. At no stage Enabel nor the coach will substitute themselves to the organisation by taking over its responsibilities, making strategic choices on its behalf, by implementing action plans or by executing its activities.

5.6. Location, duration and deadline

Coaching will be provided **on an individual basis** to each benefitting organisation, taking into account the confidentiality of the data.

Coaching will mainly take place on the **premises of the organisation** benefitting from it. Before each departure, Enabel will assess the security situation. If the organisation's premises are located in an area where the security conditions are not met, the participants to the coaching session may be moved to another location, determined by Enabel, in order to benefit from the coaching session at that location (e.g. in a meeting room of a hotel in a large city).

Each producers' organisation or social enterprise that has been selected as a beneficiary of coaching, if it is diligent and conditions permit, will have a complete coaching track comprising **5 coaching sessions, spread over 2026 and 2027**.

Each **coaching session lasts an indicative 5 days**, consecutive or not, in the field or remotely, with an additional **2 days** (one day for preparation and one day for reporting). There may be **3 to 6 months between the end of one session and the start of the next**, giving participants time to implement the points discussed at the previous session, to take new steps in response to the ideas discussed, to carry out research, to prepare for the next session, etc.

Each session is conditional on the successful completion of the previous one. The next session will be cancelled and the coaching track closed if one of the following occurs:

- The work carried out by the service provider in the field does not meet the requirements detailed in these Terms of Reference, either in terms of form (methodology) or content (subjects covered).
- The report provided by the service provider does not meet the requirements detailed in these Terms of Reference and the service provider is not able to improve it.
- The participants in the coaching sessions fail to honour their commitments or demonstrate insufficient or no progress during and/or after a coaching session, rendering further support irrelevant.
- The emergence of major problems within the benefitting organisation that could jeopardise the continuity of the organisation and/or the reputation of Enabel.
- The deterioration of the security situation in the field does not allow for safe travel, either for the service provider or for moving coaching participants to another location.

In addition, if the Belgian State imposes budget restrictions on Enabel, and in particular on its Trade for Development Centre programme, during the period of execution of this public contract, the remaining conditional block(s) may not be ordered, even if the previous session were delivered satisfactorily.

For each coaching session, the coach is entitled to 1 day of preparation and 1 day of reporting.

The coach will plan each coaching session in agreement with the benefitting organisation and after validation by Enabel.

The entire coaching track **ends no later than 31 December 2027**.

5.7. The coaching track in marketing (lots 1 to 4)

5.7.1. Objective of the coaching in marketing

The coach will support the organisation in its evolution towards sustainable revenue growth **by strengthening the organisation's commercial management and improving its access to markets**.

The aim of marketing coaching is to strengthen the organisation's **strategic marketing** skills, as well as its **operational marketing** skills in order to implement its marketing tools. This is achieved by transferring simple, structured and professional marketing, sales and communication know-how to the organisation.

By the end of the coaching track, the organisation:

- will have a better understanding of its business (SWOT), its competitors and the markets in which it operates;
- will be able to position itself in relation to its competitors and identify its comparative advantages (USP);
- will know how to identify new business opportunities and how to detect potential targets and take their needs and requirements into account;
- will have chosen its best strategic marketing options, and decided on its commercial strategy and related marketing mix;
- will have prioritised its promotional and communication tools, and will know how to brief a communication agency and follow-up on the development of the tools;
- will know how to approach a new customer;
- will be able to raise any problems encountered in implementing the marketing and sales plan, and will receive support and advice in resolving them.

5.7.2. Content of the coaching in marketing

The content is defined as follows for each session and should be seen as a "common thread":

5.7.2.1. Preparation stage

This phase will be implemented before any coaching track.

To gain a critical view and to be able to evaluate the correctness of the analyses, it is essential that the coach gets acquainted with the market/sector of activity in which the coached organisation operates. This means that before starting his activities, the coach him/herself must gather as much information as possible on this market/sector of activity.

For example, for coached organisations active in export value chains, the coach will gather information about European and international markets by means of market studies, reports and statistics, articles, consumer survey reports, store check visits in the country of residence (if the coach is a EU resident), etc.

The coach will also gather information about the origin markets (where the coached organisation is located) through market research, reports and statistics, articles, customer survey reports, store checks in the country of origin (if he or she is a resident or on assignment there), etc.

All relevant information about the organisation and the markets available at the TDC will be handed over to the coach before the start of the field work. This should at least consist of the application form and all annexed documents provided by the benefitting organisation

5.7.2.2. Session 1: Coaching in strategic marketing

The first coaching session is a fixed block, with each subsequent session being conditional (see above).

Ideally, in order to encourage exchanges and establish a relationship of trust, the first mission takes place on site, on the premises of the benefitting organisation.

However, if the coach is unable to travel to the location due to government bans or regulations, security issues, or lack of suitable transport, the support can begin with remote coaching sessions.

Generally, the first session with the coach will cover the points mentioned below:

- Recontextualisation of the coaching approach and reminder of the roles of each party.
- Explanation, definition and validation of the scope of the coach's assignment.
- Taking into account the expectations of decision-making bodies (Board of Directors, Management Committee, Supervisory Board, etc.).
- Drawing up (or updating) a complete internal and external marketing analysis of the organisation.
- First draft of a marketing strategy (including comparative advantages, targets and positioning) + related marketing mix.
- First draft of a prospection and sales plan (if relevant at this stage of the coaching track).
- The coach is also asked to schedule a meeting with the Board (if the board members are not present during the coaching session) to introduce him/herself, explain the coaching track content, the topics that will be discussed and obtain the Board's approval.

5.7.2.3. Subsequent coaching sessions (sessions 2, 3, 4 and 5) - conditional blocks

Each subsequent session is conditional upon the successful completion of the previous session (see 5.6. "Location, duration and deadline").

Expected activities/outputs (if relevant):

- Updating and monitoring key sales and marketing figures
- Marketing strategy: fine-tune the strategy, including comparative advantages, targets and positioning + related marketing mix
- Promotion: fine-tune the communication plan, definition of "the message" and the most appropriate tools for each target, action plan for creating/improving promotional and communication material, how to brief a creative agency/communication agency and follow-up on the development of tools, etc.
- Sales: fine-tune the prospection and sales plan, how to approach a buyer/prepare for a sales visit, negotiation skills, what presentation tools/materials are required, preparation for participation in trade fairs, etc.
- This may include one or more visits, during which the coach accompanies the benefitting organisation, to a design/communications agency, to a buyer/trader/exporter, to a trade fair, etc.

- Support for the practical implementation of marketing and/or sales and/or communication plans and their tools
- Follow-up of customer visits / prospection activities
- Follow-up (or preparation) of visits to/participation in trade fairs
- Follow-up on action points identified during the previous coaching session
- Monitoring of the programme's quantitative and qualitative results based on indicators provided by the TDC

5.8. The coaching track in financial and business management (lots 5 to 9)

5.8.1. Objective of the coaching in financial and business management

The assigned coach will lead the benefitting organisation in **achieving sustainable revenue growth through improved management of its organisation.**

The financial and business management coaching programme aims at providing the organisation with a better understanding of the overall management of its structure, at both financial and organisational levels, as well as in terms of human resources.

At the end of the coaching track, the organisation:

- will have a better understanding of its functioning, its strengths and weaknesses;
- will have a better understanding of its cost structure and will be able to make financial forecasts, calculate its cost price, understand and apply depreciation logic, better manage its budget and the allocation of certification premiums, etc.;
- will be able to choose the most appropriate financing method for the development of its activities (assessing its self-financing capacity, preparing a financing or grant application for a bank or a donor, setting up a common fund ('tontine') system, etc.);
- will be able to better define and improve the services offered to its members, will be able to develop tools to adapt/strengthen the organisation's prime mission;
- will be able to better communicate and consequently to boost transparency vis-à-vis its members and other stakeholders;
- will have keys allowing it to better manage financial and/or organisational issues;
- will have tools (business plan, budget, cash flow plan, etc.) and operational management (deliveries, stocks, etc.) that it can submit to its stakeholders.

5.8.2. Content of the coaching in financial and business management

The content is defined as follows for each session and should be seen as a "common thread":

5.8.2.1. Preparation stage

This phase will be implemented before any coaching track.

To gain a critical view and to be able to evaluate the correctness of the analyses, it is essential that the coach gets acquainted with the sector of activity in which the coached organisation operates. This means that before starting his activities, the coach him/herself must gather as much

information as possible on the country, the sector of activity and products/services offered by the organisation, as well as about legal and accounting standards.

All relevant information about the organisation and the markets available at the TDC will be handed over to the coach before the start of the field work. This should at least consist of the application form and all annexed documents provided by the benefitting organisation

5.8.2.2. Session 1

The first coaching session is a fixed block, with each subsequent session being conditional (see above).

Ideally, in order to encourage exchanges and establish a relationship of trust, the first mission takes place on site, on the premises of the benefitting organisation.

However, if the coach is unable to travel to the location due to government bans or regulations, security issues, or lack of suitable transport, the support can begin with remote coaching sessions.

Generally, the first session with the coach will cover the points mentioned below:

- Recontextualisation of the coaching approach and reminder of the roles of each party.
- Explanation, definition and validation of the scope of the coach's assignment.
- Taking into account the expectations of decision-making bodies (Board of Directors, Management Committee, Supervisory Board, etc.).
- First organisational and financial diagnosis.
- The coach is also asked to schedule a meeting with the Board (if the board members are not present during the coaching session) to introduce him/herself, explain the coaching track content, the topics that will be discussed and obtain the Board's approval.

5.8.2.3. Subsequent coaching sessions (sessions 2, 3, 4 and 5) - conditional blocks

Each subsequent session is conditional upon the successful completion of the previous session (see 5.6. "Location, duration and deadline").

Expected activities/outputs (if relevant):

- Identify priority needs following the financial and organisational diagnosis and propose specific support;
- Ensure compliance with legal requirements relating to accounting standards and legal obligations in the country and/or region;
- Draw up or update the financial plan;
- Create financial planning and analysis tools (budget forecasts, including financing and cash flow plans, etc.);
- Calculate the cost price of various products/services;
- Draw up or update management tools for key financial flows (fleet management, money given to delegates, campaign pre-financing, revolving funds received, large grants, etc.);
- Provide support in seeking funding;
- Follow-up on action points identified during the previous coaching session;
- Monitoring of the programme's quantitative and qualitative results based on indicators provided by the TDC;

- Etc.

5.9. The coaching track in human rights and environmental due diligence (HREDD) (lots 10 to 13)

5.9.1. Objective of the coaching in human rights and environmental due diligence (HREDD)

The coaching will enable the benefitting organisation to **integrate environmental sustainability and decent work challenges into the day-to-day management of its organisation**. Coaching will provide examples of good practice and tools for implementing (or improving) these aspects.

The objectives will vary depending on the type of support requested by the organisation in its application.

At the end of the coaching track, the organisation:

- has set up a system for identifying, preventing, monitoring and remedying the 3 main risks and problems relating to human rights, equality and the environment in connection with the organisation and its production;
- has implemented a policy, procedure and annual action plan for each of the problems and risks identified;
- will be prepared to use data collection and reporting tools in line with the European Union's Regulation on Deforestation-free Products (EUDR);
- will be prepared to use data collection and reporting tools in line with the ARS1000-norm for cooperatives in Côte d'Ivoire (lots 10 and 11);
- will be able to communicate more effectively about the traceability system that has been put in place, thereby increasing transparency and legitimacy vis-à-vis its members and other stakeholders;
- will have implemented positive actions and policies to improve women's entrepreneurship and the position of women within the organisation; and will have examined the possibility of obtaining gender certifications (lots 10, 11 and 13);
- will have clearly identified members' needs and (re)defined the services provided by the cooperative (lot 10);
- will have received support for diversification and the adoption of good farming practices that respect the environment (agroecology, agroforestry, soil regeneration, use of organic pesticides, etc.) (lot 12).

5.9.2. Content of the coaching in human rights and environmental due diligence (HREDD)

The content is defined as follows for each session and should be seen as a "common thread":

5.9.2.1. Preparation stage

This phase will be implemented before any coaching track.

To gain a critical view and to be able to evaluate the correctness of the analyses, it is essential that the coach gets acquainted with the context in which the coached organisations operate. This means that before starting coaching, he or she must gather as much information as possible about the country, the products traded by the organisation, the sustainability certifications with which the organisation works, as well as the sustainability requirements in force in the country, or even the European regulations relating to the subject of the coaching (European Union's Regulation on Deforestation-free Products (EUDR)⁷ or the Corporate Sustainability Due Diligence Directive (CS3D)⁸).

All relevant information about the organisation and the markets available at the TDC will be handed over to the coach before the start of the field work. This should at least consist of the application form and all annexed documents provided by the benefitting organisation

5.9.2.2. Session 1

The first coaching session is a fixed block, with each subsequent session being conditional (see above).

Ideally, in order to encourage exchanges and establish a relationship of trust, the first mission takes place on site, on the premises of the benefitting organisation.

However, if the coach is unable to travel to the location due to government bans or regulations, security issues, or lack of suitable transport, the support can begin with remote coaching sessions.

Generally, the first session with the coach will cover the points mentioned below:

- Recontextualisation of the coaching approach and reminder of the roles of each party.
- Explanation, definition and validation of the scope of the coach's assignment.
- Taking into account the expectations of decision-making bodies (Board of Directors, Management Committee, Supervisory Board, etc.).
- Informing and raising awareness among the Board of Directors, management, staff and/or members, and workers, of their rights and responsibilities and of the company's commitment to human rights, gender equality and environmental sustainability.
- Elaborating or reviewing, updating and deepening the internal diagnosis linked to the main risks⁹ and problems in terms of gender equality, respect for human rights and the environment in order to identify the key points to be worked on in various areas.
- The coach is also asked to schedule a meeting with the Board (if the board members are not present during the coaching session) to introduce him/herself, explain the coaching track content, the topics that will be discussed and obtain the Board's approval.

Expected results from this first coaching session:

- The needs of the structure have been assessed.
- The main topics to be covered throughout the coaching track are defined.
- A multi-year action plan is drawn up for each theme.
- First draft of a management tool with the main indicators to be monitored by theme.

⁷ See <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32023R1115>

⁸ See <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32024L1760&qid=1723535920206>

⁹ The risks mainly concern the following areas for cooperatives: decent income, working conditions, health, forced labour, protection and rights of the child, women's rights, non-discrimination, self-determination, climate emissions and deforestation, water and biodiversity, freedom of expression.

5.9.2.3. Subsequent coaching sessions (sessions 2, 3, 4 and 5) - conditional blocks

Each subsequent session is conditional upon the successful completion of the previous session (see 5.6. "Location, duration and deadline").

Expected activities/outputs (if relevant):

For all cooperatives (lots 10 to 13) the following elements will be covered during the following coaching sessions (sessions 2, 3, 4 and 5):

Environmental and social risks:

- Identification and more detailed assessment of at least three of the most important challenges for the cooperative in terms of human rights, gender equality or the environment.
- Assignment of responsibility for the development and implementation of due diligence steps to the members of management, committees and staff concerned.
- Identifying the groups of people most affected by the most important problems, so that they can be tackled effectively and efficiently.
- Ideally: set up a complaints mechanism to receive and deal with complaints from members, farmers and their families, farm workers, members of the local community and other individuals and groups.
- Implementation of policies, procedures and annual action plans for each of the problems and risks identified.
- Monitoring: monitoring indicators, data collection methods, data analysis methods.
- Remedial measures in the event of problems being identified or risks materialising: putting an end to the violation, supporting the person(s) concerned, taking steps to prevent the violation or degradation from recurring, possibly applying disciplinary measures against the person(s) responsible for the violation, etc.
- Communication to members, buyers and other stakeholders: the cooperative's commitment to human rights and sustainability (possibly signed); for cooperative members, names and titles of people responsible for developing, implementing and monitoring due diligence measures; annual action plan to prevent, mitigate, stop and remedy identified problems, etc.

Production traceability:

- Development of data collection and reporting tools in line with European requirements (EUDR):
 - Data collection and implementation of plot geolocation systems (GPS point or polygon if plot >4 ha) for all members of the cooperative
 - Physical separation of lots: setting up tools to record and monitor production from the plot to the point of export.
 - Recording and managing data on members, their plots and their production
 - Information and training for cooperative members
 - Guarantee of the legality of production in accordance with national laws
 - Compliance with land law (collection of information and official registration procedures)

Moreover, for the cooperatives in lots 10, 11 and 13, the following points will be covered during the coaching sessions:

- Inclusion of women entrepreneurs (identification of income-generating activities).
- Promotion of gender certifications (gender equality seal, gender equity measure) and 2X challenge criteria for women entrepreneurs. Gender certification ensures that companies

or cooperatives have implemented fair and egalitarian practices. The 2X challenge uses criteria to identify companies that benefit women.

Moreover, for the cooperatives in lot 10, the following points will be covered during the coaching sessions:

- Identifying members' needs and (re)defining the services provided by the cooperative.

Moreover, for the cooperatives in lot 12, the following points will be covered during the coaching sessions:

- Promoting the adoption of environment-friendly farming practices (agroecology, agroforestry, soil regeneration, use of organic pesticides, etc.).

For all cooperatives (lots 10 to 13): In the event that the following elements are not included in the specific content mentioned above for each lot, these elements may - depending on needs and relevance - also be addressed during the various sessions (non-exhaustive):

- Voluntary standards and sustainable certification (adoption of certification as a means of mitigating sustainability risks, but also control of standards, processes and risks in terms of the cost/benefit ratio). Agricultural cooperatives' access to certification schemes can also help them to comply with the provisions of the EUDR.
- Creation of VSLAs (Village Savings and Loan Associations):
 - Needs assessment and selection of beneficiary communities
 - Election of officers and clear allocation of roles (chairperson, treasurer, cash key holders, etc.)
 - Definition of the rules and procedures that will govern the activities (types of loan granted and how a person can apply for one).
 - Managing the sharing of savings between members and management of repayments.
 - ...
- Calculation of the gap between the household incomes of the cooperative's producer members and their subsistence income.
- Definition of an action plan to help reduce part of the gap between living income and current income: diversification of activities, promotion of the financial inclusion of members (creation of VSLA), etc.
- Inclusion of women entrepreneurs. Promotion of gender certifications (gender equality seal, gender equity measure) and 2X challenge criteria for women entrepreneurs. Gender certification ensures that companies or cooperatives have implemented fair and egalitarian practices. The 2X challenge uses criteria to identify companies that benefit women.
- Monitoring of the programme's quantitative and qualitative results based on indicators provided by the TDC

Deliverables for environmental and human rights due diligence coaching:

The following documents are expected:

- Evaluation reports on the situation of the cooperative and its evolution since the start of coaching; the future challenges/needs of the cooperative after the coaching track.
- Strategic and operational plans in terms of human rights and environmental due diligence.

- The procedure manual relating to due diligence with regard to human rights and the environment.
- Strategic and operational plans (including reporting) for the physical traceability of batches.
- Documentation of procedures and tools for physical batch traceability and reporting.
- A report and attendance list of cooperative staff at coaching sessions

Specific to cooperatives in lots 10, 11 and 13 concerning the inclusion of women entrepreneurship and the promotion of gender certification:

- Detailed report identifying opportunities for women entrepreneurship within cooperatives and their communities, and the cooperative's action plan in this area.
- Materials explaining the Gender Equality Seal and Gender Equity Measure certifications, as well as the 2X Challenge criteria.
- Specific recommendations for meeting the criteria for certification and the 2X Challenge.

Specific to the lot 10 cooperative, concerning the identification of members' needs and (re)definition of the services provided by the cooperative:

- Document summarising the needs expressed by members, the recommendations for redesigning or enhancing the cooperative's services, and the action plan for achieving them.

Specific to the cooperative in lot 12 concerning the promotion of the adoption of good agricultural practices that respect the environment:

- Diagnosis of current practices: assessment of the farming methods used and their environmental impact.
- Rate of adoption of good farming practices and the cooperative's action plan in this area.
- Guide to good farming practice available to the cooperative: manual describing agroecology techniques, agroforestry, soil regeneration, use of organic pesticides, etc.

5.10. Expected report

After each coaching session:

- (1) A report sent to Enabel and to the coached organisation** which mentions the dates of the session, the venue, and the beneficiaries, and which details the results of all the topics covered during the session, the conclusions and action points.

This report must be exhaustive and comprehensible to someone who did not attend the coaching (for example: part of the team who did not attend the coaching or the whole session, a new employee who joins the organisation after the coaching, an external auditor, Enabel staff, etc.).

The report should contain all the key elements discussed during the coaching session, the results of the discussions and the strategy chosen.

A page summarising the key points discussed and their conclusions will introduce the report to facilitate internal transmission and reading. In order to increase content ownership, the coach can involve the benefitting organisation in the writing of that part of the report.

(2) A confidential summary report addressed solely to Enabel which contains:

- The coach's opinion of the participants: their level of understanding and assimilation of the topics covered, the attitude adopted by the participants, the need for further capacity building, etc.
- Progress in coaching based on the jointly developed action plan.
- The coach's opinion of the organisation's potential, as well as the identification of current obstacles/challenges that require an adjustment to the initial coaching plan.
- The coach's opinion on the relevance of continuing the coaching track and, if applicable, a suggestion for the timing, content and duration of the next coaching session.

All reports will be written in the language in which the coaching takes place (French or English) and will be submitted by e-mail to the managing official of the public contract.

The report will be submitted as soon as possible after each coaching session and **no later than 3 weeks after the end of the session**.

5.11. Practical aspects for field assignments

After awarding the contract to the coach, and before each visit to the field, he or she:

- (1) contacts Enabel's Trade for Development Centre team;
- (2) contacts the benefitting organisation to set the schedule and time sheet for the field visit;
- (3) sends the completed planning schedule to the Enabel person appointed to follow up on it, for validation. The planning template will be provided by Enabel;
- (4) after validation of the planning schedule by Enabel, the coach will book its flight ticket (for international coaches) and take all administrative (visa...) and logistical arrangements (local transport, accommodation...);
- (5) for Belgian nationals: inform the Belgian Embassy of the dates he or she will be in the field using the link <https://travellersonline.diplomatie.be/>.

It is the service provider's responsibility to meet all necessary travel conditions, requirements and formalities. For the purpose of obtaining visas, Enabel may provide a letter of invitation at the request of the service provider. The service provider's attention is drawn to the fact that visa formalities may take longer than advertised. Enabel asks the service provider to take the necessary margin when applying for a visa.

At least twice (once at the beginning and once at the end of the full coaching track), the coach will contact Enabel's local office (if any) and the Belgian embassy (if any) to propose a (de)briefing of the coach's assignment in the country.

Depending on the availability of the coach and Enabel's opportunities for local partnership development, coaches may be invited during their assignment to meet with local organisations on behalf of Enabel. These actors will either be identified by Enabel or proposed by the coaches. These additional meetings (debriefing at the local Enabel office, at the Belgian embassy, meeting local actors, etc.) will be included in the pre-departure planning schedule and paid on the same terms as field coaching days.

5.12. Assessment of the service provider's performance

Enabel will evaluate the performance of the coach, based on the delivered output and based on the evaluation by the beneficiaries.

Enabel may also join the on-site coaching.

5.13. Profiles of experts or coaches – minimum requirements

Coaches must meet the following minimum requirements:

For **all** lots (lots 1 to 13):

- At least 5 years' general experience in coaching, training or supporting of organisations.
- Have carried out at least 2 training, coaching or support assignments for producer' organisations, producer' cooperatives and/or social enterprises in Africa, Latin America or South-East Asia.

For the lots concerning coaching in **marketing** (lots 1 to 4):

- A graduate of a higher Business School and/or degree in business administration, commercial/management sciences and/or marketing management, or any other degree of engineer.
- At least 5 years' practical experience in both strategic and operational marketing: in marketing management, in defining marketing strategies and in implementing them operationally.

For the lots concerning coaching in **financial and business management** (lots 5 to 9):

- Hold a higher education diploma (university or business school) in business administration, management sciences, commercial sciences or economics, or any other degree of engineer.
- At least 5 years' practical experience in training and/or implementation of business management, both financial and organisational.

For the lots concerning coaching in **human rights and environmental due diligence - HREDD** (lots 10 to 13):

- Holder of a university or higher education diploma in social sciences, economics, rural development or environmental sciences, or any other degree of engineer.
- Minimum 1 year of experience:
 - In the implementation of tools for identifying, monitoring, reporting and remedying the main risks and problems relating to human rights and the environment in connection with a company and its production; and
 - In the implementation of a traceability system for the cocoa or coffee sector or any other agricultural product covering the entire chain - from plot to port; or in the interpretation and analysis of geolocation data from traceability systems.
- For lots 10, 11 and 13, the tenderer must also demonstrate 1 years' experience in implementing positive actions and policies to improve women's entrepreneurship, the position of women within the organisation and the introduction of gender certification.
- For lot 10, the tenderer must also demonstrate 1 years' experience in identifying members' needs and (re)defining the services provided by the cooperative.
- For lot 12, the tenderer must also demonstrate 1 years' experience in supporting diversification and the adoption of good agricultural practices that respect the environment (agroecology, agroforestry, soil regeneration, use of organic pesticides, etc.).

In order to enable the contracting authority to check that the tenderer meets these minimum requirements, it must complete Annex 6.3 of the Tender Specifications.

Tenderers who do not meet these minimum requirements will be disqualified and their tender will not be taken into account in the analysis of the tenders.

5.14. Contribution and commitment expected from the organisation benefitting from the coaching

For information - For coaching, the benefitting organisation commits to:

- put a room where the coaching will take place at disposal at the premises of the organisation (*)
- foresee, entirely at its charge, refreshments/drinks during the coaching sessions (*)
- foresee, entirely at its charge, whenever necessary: basic office furniture (like pens, paper, flipchart, ...), local phone calls, transport to possible partners, etc. (*)
- provide assistance in logistics, transports and accommodation of the assigned coach (*) - by this we understand: recommend an itinerary, recommend a transport company, recommend an accommodation, possibly make a reservation in the name of the coach,... But these costs (transports and accommodation) will entirely be paid by Enabel / the coach.
- provide the key internal data and figures required for proper internal analysis
- appoint a person responsible for the whole coaching programme within the organisation
- appoint 3 to 4 key persons participating to the coaching programme: these people are responsible for the organisation's development in the short, medium or long term, and are members or employees of the organisation.
- ensure that the above-mentioned persons take part in the entire coaching process
- ensure that the participants conduct the requested research and analyses prior to the coaching sessions and that they implement the action plans
- to submit, at Enabel's request at the end of each year, a report containing the organisation's key figures. A report template will be provided by Enabel.
- If the coach or Enabel notices that insufficient or no progress has been made during and/or after the coaching sessions, the organisation will accept that sessions planned at a later stage are cancelled.

(*) The points above marked with (*) are not applicable if Enabel decides to organise the coaching at another location for security reasons.

The coach/Enabel guarantees the confidentiality of the information provided by the beneficiary organisation.

6. Forms

6.1. Identification forms¹⁰

6.1.1. Natural person

I. PERSONAL DATA			
FAMILY NAME(S)			
FIRST NAME(S)			
DATE OF BIRTH			
DD MM YYYY			
PLACE OF BIRTH	COUNTRY OF BIRTH		
(CITY, VILLAGE)			
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD	PASSPORT	DRIVING LICENCE ¹¹	OTHER ¹²
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER ¹³			
PERMANENT PRIVATE ADDRESS			
POSTCODE	P.O. BOX	CITY	
REGION ¹⁴	COUNTRY		
PRIVATE PHONE			
PRIVATE E-MAIL			
II. BUSINESS DATA		If YES, please provide business data and attach copies of the official supporting documents.	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies? YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY		

¹⁰ Form to be filled out in accordance with the legal or natural body status of the tenderer.

¹¹ Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

¹² Failing other identity documents: residence permit or diplomatic passport.

¹³ See table with corresponding denomination by country.

¹⁴ To be completed with Region, State or Province by non-EU countries only, excluding EFTA and candidate countries.

6.1.2. Private/public law body with legal form

OFFICIAL NAME¹⁵ BUSINESS NAME (if different) ABBREVIATION LEGAL FORM <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">ORGANISATION</td> <td style="width: 30%;">FOR PROFIT</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td></td> <td>NOT-FOR-PROFIT</td> <td>YES</td> <td>NO</td> </tr> </table> MAIN REGISTRATION NUMBER¹⁶ SECONDARY REGISTRATION NUMBER (where applicable) <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">PLACE OF MAIN REGISTRATION</td> <td style="width: 20%;">CITY</td> <td style="width: 40%;">COUNTRY</td> </tr> </table> DATE OF MAIN REGISTRATION <div style="text-align: center; margin-top: 10px;"> DD MM YYYY </div> VAT NUMBER ADDRESS OF HEAD OFFICE <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">POSTCODE</td> <td style="width: 30%;">P.O. BOX</td> <td style="width: 40%;">CITY</td> </tr> <tr> <td>COUNTRY</td> <td></td> <td>PHONE</td> </tr> </table> E-MAIL				ORGANISATION	FOR PROFIT				NOT-FOR-PROFIT	YES	NO	PLACE OF MAIN REGISTRATION	CITY	COUNTRY	POSTCODE	P.O. BOX	CITY	COUNTRY		PHONE
ORGANISATION	FOR PROFIT																			
	NOT-FOR-PROFIT	YES	NO																	
PLACE OF MAIN REGISTRATION	CITY	COUNTRY																		
POSTCODE	P.O. BOX	CITY																		
COUNTRY		PHONE																		
DATE		STAMP																		
DATE AND SIGNATURE OF THE AUTHORISED REPRESENTATIVE																				

¹⁵ National denomination and its translation in EN or FR if existing.

¹⁶ Registration number in the national register of companies. See table with corresponding denomination by country.

6.1.3. Subcontracting (if applicable)

Name and legal form	Address / Registered office	Subject-matter

6.2. Tender form - Prices

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of these Tender Specifications and explicitly declares accepting all conditions listed in this document and renounces any derogatory provisions such as his own conditions.

- a) Maximum number of organisations the tenderer wishes to accompany: _____
(enter a number between 1 and 13)
- b) Possible preference for organisations:

Lot	Name of the organisation	Country	Value chain	Language	Indicate preference (1 = highest preference, 2 =...)
For coaching in <u>marketing</u>:					
Lot 1	Société Coopérative des Producteurs Agricoles de Divo (SCOOPRADI)	Côte d'Ivoire	Cocoa	FR	
Lot 2	Kyotera Bikiira Coffee Farmers Cooperative Society Limited	Uganda	Coffee	ENG	
Lot 3	Kihungu Kasebere Cooperative Society Limited	Uganda	Coffee	ENG	
Lot 4	Kanance Trading PLC	Ethiopia	Coffee	ENG	
For coaching in <u>financial and business management</u>:					
Lot 5	Coopérative Agricole avec Conseil d'Administration à Koun-Fao (COOP-CA KF)	Côte d'Ivoire	Cocoa	FR	
Lot 6	Société Coopérative Agricole Garo-Est de Divo avec Conseil d'Administration (SCOOPAGED COOP-CA)	Côte d'Ivoire	Cocoa	FR	
Lot 7	Société Coopérative Simplifiée "Yéléen" des Producteurs d'Anacardes de Sidéradougou (SCOOPS-YPAS)	Burkina Faso	Cashew nut	FR	
Lot 8	Nyamiirima Mutegaya Cooperative Society Ltd	Uganda	Coffee	ENG	
Lot 9	Bwamba Cooperative Union (BCU)	Uganda	Cocoa	ENG	
For coaching in <u>human rights and environmental due diligence (HREDD)</u>:					
Lot 10	Entreprise Coopérative Agricole Koognanan de Grogouya (ECAKOOOG)	Côte d'Ivoire	Cocoa	FR	

Lot 11	SOCAK-KATANA COOP-CA	Côte d'Ivoire	Cocoa	FR	
Lot 12	Cooperative Agricole Tujenge Kivu (CAT KIVU)	Democratic Republic of Congo	Coffee	FR	
Lot 13	Kukuom (AGL) Cooperative Cocoa Farmers and Marketing Union	Ghana	Cocoa	ENG	

c) Prices

Indicate a price for all the organisations you would like to coach (expressed in euros and excluding VAT). To maximise your chances of being awarded the public contract lot, you can quote a price for a number of lots greater than your maximum capacity. The contracting authority undertakes not to exceed the maximum capacity indicated in point a).

The unit prices for each item in the inventory are established with full knowledge of the facts.

The service provider includes in his prices any charges and taxes generally applied to services.

The unit prices proposed for participation to the various lots of the public contract are the following:

Lot	Name of the organisation	Country	Presumed number of days (fixed block)	Price per day ("person/day" unit prices ¹⁷ , in EURO, excluding VAT)		Applicable VAT percentage
				Daily rate ¹⁸	Per diem	
For coaching in <u>marketing</u> :						
Lot 1	Société Coopérative des Producteurs Agricoles de Divo (SCOOPRADI)	Côte d'Ivoire	7	€	€	%
Lot 2	Kyotera Bikiira Coffee Farmers Cooperative Society Limited	Uganda	7	€	€	%
Lot 3	Kihungu Kasebere Cooperative Society Limited	Uganda	7	€	€	%
Lot 4	Kanance Trading PLC	Ethiopia	7	€	€	%
For coaching in <u>financial and business management</u> :						
Lot 5	Coopérative Agricole avec Conseil d'Administration à Koun-Fao (COOP-CA KF)	Côte d'Ivoire	7	€	€	%

¹⁷ Lump sum 8 working hours

¹⁸ See 3.4.2 Elements included in the prices

Lot 6	Société Coopérative Agricole Garo-Est de Divo avec Conseil d'Administration (SCOOPAGED COOP-CA)	Côte d'Ivoire	7	€	€	%
Lot 7	Société Coopérative Simplifiée "Yéléen" des Producteurs d'Anacardes de Sidéradougou (SCOOPS-YPAS)	Burkina Faso	7	€	€	%
Lot 8	Nyamiirima Mutegaya Cooperative Society Ltd	Uganda	7	€	€	%
Lot 9	Bwamba Cooperative Union (BCU)	Uganda	7	€	€	%
For coaching in <u>human rights and environmental due diligence (HREDD)</u>:						
Lot 10	Entreprise Coopérative Agricole Koognanan de Grogouya (ECAKOOOG)	Côte d'Ivoire	7	€	€	%
Lot 11	SOCAR-KATANA COOP-CA	Côte d'Ivoire	7	€	€	%
Lot 12	Cooperative Agricole Tujenge Kivu (CAT KIVU)	DRC	7	€	€	%
Lot 13	Kukuom (AGL) Cooperative Cocoa Farmers and Marketing Union	Ghana	7	€	€	%

Note: The contracting authority draws the attention to the fact that:

- **In submitting their tenders, tenderers undertake that the unit prices for the fixed and conditional blocks will remain identical;**
- **The daily rate offered may not exceed EUR 700 excluding VAT and that the amount of the per diem may not exceed EUR 250 excluding VAT. The contracting authority reserves the right to reject any tender offering a higher amount.**

6.3. Minimum requirements

The CV of each expert must be attached to the tender. In addition, tenderers must complete the table below for each expert.

Name, first name of the expert:

Requirements		To be completed by the tenderer
For all lots (lots 1 to 13):		
At least 5 years' general experience in coaching, training or supporting of organisations.	Tenderers shall briefly detail the experience of the experts	
Have carried out at least 2 training, coaching or support assignments for producer' organisations, producer' cooperatives and/or social enterprises in Africa, Latin America or South-East Asia.	Tenderers shall briefly detail the experience of the experts	
For the lots concerning coaching in marketing (lots 1 to 4):		
A graduate of a higher Business School and/or degree in business administration, commercial/management sciences and/or marketing management, or any other degree of engineer.	Tenderers should provide details of the degrees held by the proposed experts	
At least 5 years' practical experience in both strategic and operational marketing: in marketing management, in defining marketing strategies <u>and</u> in implementing them operationally.	Tenderers shall briefly detail the experience of the experts	
For the lots concerning coaching in financial and business management (lots 5 to 9):		
Hold a higher education diploma (university or business school) in business administration, management sciences, commercial sciences or economics, or any other degree of engineer.	Tenderers should provide details of the degrees held by the proposed experts	
At least 5 years' practical experience in training and/or implementation of business management, both financial <u>and</u> organisational.	Tenderers shall briefly detail the experience of the experts	
For the lots concerning coaching in human rights and environmental due diligence - HREDD (lots 10 to 13):		
Holder of a university or higher education diploma in social sciences, economics, rural development or	Tenderers should provide details of the degrees held by the proposed experts	

environmental sciences, or any other degree of engineer.		
<p>Minimum 1 year of experience:</p> <ul style="list-style-type: none"> - In the implementation of tools for identifying, monitoring, reporting and remedying the main risks and problems relating to human rights and the environment in connection with a company and its production; and - In the implementation of a traceability system for the cocoa or coffee sector or any other agricultural product covering the entire chain - from plot to port; or in the interpretation and analysis of geolocation data from traceability systems. 	Tenderers shall briefly detail the experience of the experts	
For lots 10, 11 and 13 , the tenderer must also demonstrate 1 years' experience in implementing positive actions and policies to improve women's entrepreneurship, the position of women within the organisation and the introduction of gender certification.	Tenderers shall briefly detail the experience of the experts	
For lot 10 , the tenderer must also demonstrate 1 years' experience in identifying members' needs and (re)defining the services provided by the cooperative.	Tenderers shall briefly detail the experience of the experts	
For lot 12 , the tenderer must also demonstrate 1 years' experience in supporting diversification and the adoption of good agricultural practices that respect the environment (agroecology, agroforestry, soil regeneration, use of organic pesticides, etc.).	Tenderers shall briefly detail the experience of the experts	

6.4. Form: Specific expertise

Concerns: matching the expert's profile to the activities.

The expert's experience is assessed on the basis of the specific characteristics of the organisations benefitting from coaching: sector of activity, geographical area, type of organisation, etc.

Please give a brief description of your experience with :

(In a few lines, for more details we will consult your CV, which must be attached to the tender).

Sub-criteria	Name, first name of the expert:
For the lots concerning coaching in marketing (lots 1 to 4):	
Sub-criterion 1 - Expertise, both in strategic and operational marketing, demonstrated in the documents provided (table detailing the profile and CV) by practical experience in marketing management, in defining marketing strategies <u>and</u> in implementing them operationally.	Explain how the expert meets or exceeds the following criteria
For the lots concerning coaching in financial and business management (lots 5 to 9):	
Sub-criterion 1 - Expertise demonstrated by the documents provided (table detailing the profile and CV) in training and/or in the implementation of business management, both financial and organisational, as an executive, manager, project manager, trainer or any other equivalent function.	
For the lots concerning coaching in human rights and environmental due diligence - HREDD (lots 10 to 13):	
Sub-criterion 1 - Expertise demonstrated by the documents provided (table detailing the profile and CV) in areas related to human rights and/or environmental due diligence (decent work, decent income, living income gap, traceability, and/or any other subject mentioned in the Terms of Reference - see chapter 5).	
For all lots (lots 1 to 13):	
Sub-criterion 2 - Practical knowledge of the functioning of producer' organisations, producer' cooperatives and/or social enterprises.	
For all lots (lots 1 to 13):	
Sub-criterion 3 - Experience in the country where the service is to be provided and in the sector (value chain) concerned.	

6.5. Form: Similar services

For all lots (lots 1 to 13):	
Criterion	Name, first name of the expert:
Relevant assignments / experience in participative coaching of individuals or groups	<u>Explain</u> how the expert meets or exceeds the criterion

For each expert proposed, the tenderer must enclose with his tender the two completed presentation forms for similar services.

These forms should detail the coaching methodology and the tools/techniques used, the content of the coaching sessions, the subjects covered, the reports produced and the outputs/results obtained.

Last name, first name of the coach:

Each coach fills in two presentation sheets (different cases), maximum 2 pages per sheet, all fields compulsory

The tenderer attaches to his tender a certificate of satisfactory performance signed by the client.

Case 1:

Name of company/organisation coached:	
Contact person & contact details ¹⁹ :	
Location and country:	
Dates:	
Total number of coaching days (specify whether on-site or distance coaching):	
Name of the organisation (public or private) that paid for the coaching:	

Coaching objective:

--

Coaching methodology, tools/techniques used (**please detail** or refer to annexes):

--

Coaching content, topics covered (**please detail** or refer to annexes):

--

¹⁹ Enabel may contact the references provided for verification purposes.

Achievements (**please detail** or refer to annexes):

--

Challenges encountered by the coach:

--

Case 2:

Name of company/organisation coached:	
Contact person & contact details ²⁰ :	
Location and country:	
Dates:	
Total number of coaching days (specify whether on-site or distance coaching):	
Name of the organisation (public or private) that paid for the coaching:	

Coaching objective:

--

Coaching methodology, tools/techniques used (**please detail** or refer to annexes):

--

Coaching content, topics covered (**please detail** or refer to annexes):

--

Achievements (**please detail** or refer to annexes):

--

Challenges encountered by the coach:

--

²⁰ Enabel may contact the references provided for verification purposes.

6.6. Form: Methodological approach

For **all** lots (lots 1 to 13):

Please attach a methodology based on the following fictitious case to describe how coaching will be implemented within organisations.

"You have been selected. In a week's time, you will be accompanying the cooperative "x" for 5 full days on its premises. This is the first time you are meeting them. On the basis of the content detailed in the Terms of Reference (see Part 5 of the Tender Specifications), develop in concrete terms the methodology, the tools you could use, the way in which these tools will be approached, etc."

Free format. Maximum two A4 pages.

6.7. Selection file

6.7.1. Declaration on honour – Exclusion grounds

Hereby, I / we, acting as legal representative(s) of above-mentioned candidate declare that the candidate is not in any of the following cases of exclusion:

1. The tenderer nor any of his directors was found guilty following an **indefeasible judgement** for one of the following offences:

1° involvement in a **criminal organisation**

2° **corruption**

3° fraud

4° **terrorist offence**, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

5° **money laundering or financing of terrorism**;

6° **child labour** and other trafficking in human beings

7° employment of foreign citizens under **illegal status**

8° creation of a shell company

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.

2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer 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 tenderer is in **a state of bankruptcy, liquidation, cessation of business, 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. The tenderer or one of his directors has committed **serious professional misconduct which calls into question their integrity**.

The following are considered such serious professional misconduct, among others:

- a) A breach of Enabel's Policy regarding sexual exploitation and abuse : <https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-sexual-exploitation-and-abuse.pdf>;
 - b) A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019: <https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-fraud.pdf>
 - c) A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace l ;
 - d) The tenderer was seriously guilty of misrepresentation or false documents when providing the information required to verify that there are no grounds for exclusion or that selection criteria are satisfied, or concealed this information
 - e) Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition. The presence of this tenderer 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 tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a past contract concluded 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 established by European Union legislation, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'. The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

7. The tenderer or one of his directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions:
<https://finance.belgium.be/en/control-financial-instruments-and-institutions/compliance/financial-sanctions>

Date

Place

Signature

6.7.2. Selection criteria

In addition, tenderers must complete the table below for each expert.

Name, first name of the expert:

Criteria		To be completed by the tenderer
For lots 1, 5, 6, 7, 10, 11 and 12		
All the proposed experts must have a perfect command - oral and written comprehension, oral and written expression - of French .	<p>Tenderers must give details of the level of the expert in the language concerned.</p> <p>Oral and written proficiency in a language can be demonstrated by any of the following:</p> <ul style="list-style-type: none"> • Obtaining a diploma issued in this language; • At least one year's professional experience in this language; • Passing an official or recognised language test or any other certification. 	
For lots 2, 3, 4, 8, 9 and 13		
All the proposed experts must have a perfect command - oral and written comprehension, oral and written expression - of English .	<p>Tenderers must give details of the level of the expert in the language concerned.</p> <p>Oral and written proficiency in a language can be demonstrated by any of the following:</p> <ul style="list-style-type: none"> • Obtaining a diploma issued in this language; • At least one year's professional experience in this language; • Passing an official or recognised language test or any other certification. 	

6.8. GDPR clauses

Obligations of the contractor ('subcontractor or processor') vis-à-vis the contracting authority ('personal data controller')
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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 [...] 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 [...] hours after becoming aware of it by means of [...]. 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: [...]

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.

6.9. Documents to be submitted – exhaustive list

1. The forms referred to in point 6 of the Tender Specifications (6.1 to 6.7);
2. The statutes, the power of attorney or any other document demonstrating that the person signing the tender submission report is authorised to do so;
3. Documents and information enabling assessment of the award criteria (point 3.7.2 of the Tender Specifications).

Beware:

The contracting authority is required to verify the absence of grounds for exclusion on the part of the preferred tenderer on the basis of the following supporting documents:

- An extract from the criminal record made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
- The document proving that the tenderer has paid all social security contributions;
- The document proving that the tenderer has paid all taxes and duties;
- The document proving that the tenderer is not in a state of bankruptcy, liquidation, cessation of business or judicial reorganisation.

These documents do not need to be attached to the tender, as the declaration on honour is accepted by the contracting authority as proof **a priori** in place of these documents.

However, with regard to documents that are not accessible via a free national database in a Member State of the European Union, the tenderer must be able to provide the supporting documents within **5 working days** of the contracting authority's request.

Tenderers are therefore **strongly advised** not to wait for the contracting authority's request and to request, as soon as possible, the necessary documents from the competent authorities in the country in which they are established. The waiting times for obtaining certain documents can indeed be long.