TENDER SPECIFICATIONS

Public service contract for "**Technical Assistance for Innovation Support Organisations (ISOs) on Institutional Diagnostics and Capacity Building in Secondary Cities**"

Reference №: **TZA25001-10036**

Country: **Tanzania**

Negotiated Procedure without Prior Publication

Deadline for requesting clarifications:	Until the **tenth day** before the deadline for submission of tenders
Deadline for submission of tenders:	**24th August 2026** at **04:00 PM (EAT)**

Belgian development agency

enabel.be

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

1.1. The contracting authority of this public contract is Enabel, 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), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.

1.2. 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.

1.3. For this public contract Enabel, in Tanzania, is represented by :

Name	Position
Othman Boufaied	Contract Manager
Virginie Hallet	Country Director

1.4. **Attention:** Although Enabel, as the contracting authority, is established in Belgium, Enabel has a permanent establishment in Tanzania, which is the contracting entity for this public contract for tax purposes. Accordingly, invoicing and payments by Enabel will be subject to the Tanzanian tax regime. However, the services under this contract will be performed in Tanzania and Uganda. Tenderers remain solely responsible for complying with any tax, employment, social security, registration, or other legal obligations that may arise under the legislation of each country in which the services are performed. For more information, you can contact Lutufyo Mwakipesile, Procurement Officer (clause **Error! Reference source not found.** of chapter 3 Award Procedure).

2. RULES GOVERNING THE PUBLIC CONTRACT

2.1. The following, among others, apply to this public contract:

(a) The Law of 17 June 2016 on public procurement;

(b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;

(c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;

(d) The Law of 17 june 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;

(e) Circulars of the Prime Minister with regards to public procurement;

(f) Enabels policy regarding sexual exploitation and abuse – June 2019;

(g) Enabels policy regarding fraud and corruption risk management – June 2019.

2.2. All Belgian regulations on public contracts can be consulted on https://bosa.belgium.be/en/themes/public-procurement;

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via https://www.enabel.be/who-we-are/integrity/.

3. APPLICABLE LAW AND COMPETENT COURTS

3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

1.1. This public contract is a service contract for the provision of technical assistance to Innovation Support Organisations (ISOs) on institutional diagnostics and capacity building in secondary cities.

2. LOTS

2.1. This public contract is not divided into lots.

3. ITEMS

3.1. This public contract consists of the items listed under clause 4 of chapter 8 Forms - Tender form - Prices.

3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

4.1. This public contract starts **upon award notification** and ends **upon completion of performance** (clause 16 of chapter 4 Special Contractual Provisions).

5. VARIANTS

5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender, no variants will be accepted.

6. OPTIONS

6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

2.1. The following platform:

(a) Website of Enabel (www.enabel.be).

2.2. This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

3.1. **Public procurement administrator**

The awarding of this public contract is coordinated by:

Lutufyo Mwakipesile

Procurement Officer

lutufyo.mwakipesile@enabel.be

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

3.2. **Requesting clarifications**

Prospective tenderers have until the **tenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (lutufyo.mwakipesile@enabel.be), and will be answered in the order received.

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

3.3. **Publication of clarifications and/or amendments to the tender specifications**

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the sixth day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned under clause 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **90 (ninety) calendar days** from the tender reception deadline date.

5. DATA TO BE INCLUDED IN THE TENDER

5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.

5.2. The tender and all annexes to the tender form must be drawn up in: **English**

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

5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.

5.5. The tenderer must use the tender forms provided in the annex:

(a) Identification form (clause 1 of chapter 8 Forms);

(b) List of subcontractors (clause 2 of chapter 8 Forms);

(c) Technical offer form (clause 3 of chapter 8)

(d) Tender form - Prices (clause 4 of chapter 8 Forms)

(e) Declaration on honour - Exclusion grounds (clause 5 of chapter 8 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

5.6. The tenderer also attaches the following to his tender:

(a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection f) and award criteria (see clause 15);

(b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

(c) The statutes and any other document required to establish the power of attorney of the signer(s).

5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

(a) Identification form (clause 1 of chapter 8 Forms);

(b) Declaration on honour - Exclusion grounds (clause 5 of chapter 8 Forms);

(c) The statutes and any other document required to establish the power of attorney of the signer(s);

(d) The association agreement signed by each participant, clearly showing who represents the association.

5.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.

5.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection f), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

7.1. This public contract is a **lump-sum** contract, meaning the global price is a flat fee that covers the whole contract or each of the items listed in the inventory.

7.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

8. ELEMENTS INCLUDED IN THE PRICE

8.1. The tenderer shall include in its prices all costs, charges and taxes applicable under the Tanzanian tax regime, except VAT, in accordance with the provisions governing payment by Enabel.

8.2. Since the services will be performed in Tanzania, and Uganda, tenderers shall also take into account any tax obligations, registrations, withholding taxes, employment taxes or similar obligations that may arise under the legislation of those countries. Compliance with such obligations shall remain the sole responsibility of the service provider and shall not give rise to additional payments by Enabel.

8.3. For payments made by Enabel, the applicable Tanzanian tax regime shall apply. Enabel will deduct withholding tax at the applicable rate, **5% for payments made to Tanzanian companies** and **15% for payments made to non-resident (non-Tanzanian) companies**, unless a different rate applies under the applicable legislation or a double taxation agreement. Any such withholding tax shall be deducted from the amount payable to the contractor and remitted to relevant tax authority in accordance with the applicable legislation.

8.4. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:

(a) Administrative management and secretariat services;

(b) Travel, transportation, and insurance;

(c) Accommodation.

(d) Acceptance costs.

8.5. All relevant costs must be factored into the prices for this public contract.

9. SUBMISSION OF TENDERS

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

9.2. Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement.

The nature of this public contract is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal “e-Procurement” platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network.

In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.

9.3. The tenderer submits their tender as follows:

One original copy of the completed tender shall be submitted on paper.

The tenderer shall attach copies of the documents requested in these tender specifications. These copies **MUST BE** submitted as one or more PDF files on a USB stick.

The submission is to be made in a properly sealed envelope, bearing the following information:

Tender: **TZA25001-10036 - Technical Assistance for Innovation Support Organisations (ISOs) on Institutional Diagnostics and Capacity Building in Secondary Cities in Tanzania and Uganda.**

To the attention of: Lutufyo Mwakipesile, Procurement Officer.

9.4. **Tenders must be submitted no later than 24th August 2026 at 04:00 PM (EAT)**. in one of the following ways:

- By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:

  Enabel,

  Belgian Agency for International Cooperation

  14/15 Masaki, Haile Selassie Road,

  Oasis Office Park,

  4th Floor P.O Box 23209, Dar es Salaam, Tanzania

- Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 9.4 (a).

9.5. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender email does not satisfy the requirements of Article 14, § 6 and 7 of the Law of 17 June 2016 on public procurement. A tender submitted by email will be discarded.**

10. TENDER SIGNATURE

10.1. **The tender and all accompanying documents must be signed (original hand-written signature) by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.

10.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.

10.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

11.1. Tenders must be in the possession of the contracting authority before 24th August 2026 at 04:00 PM (EAT).

11.2. tender opening session will take place behind closed doors at the address given under clause 9 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 5 of chapter 8 Forms).

12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection f), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.

12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.

12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.

12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.

12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)** Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any "revolving doors" situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

13.1. By means of the documents requested in the 'Selection file' (6 Selection f), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.

13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.

13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:

13.4. all participants submitting a joint bid as a consortium of economic operators;

13.5. other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

13.6. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.

13.7. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

14. OVERVIEW OF THE PROCEDURE

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

14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.

14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.

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

14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's *(Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

15. AWARD CRITERIA

15.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
• Technical approach and methodology- **30 points** • Work plan and implementation schedule-**20 points** • Adaptation strategy-**10 points** • Tools and knowledge transfer -**10 points**	70	The evaluation committee will award points out of 70 based on the quality of the proposal.
Price	30	Points tender A = (Amount of lowest tender / Amount of tender A) *30

15.2. Tenderers must obtain a minimum score of **50 points out of 70** in the technical evaluation to qualify for the financial evaluation

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

16. AWARDING THE PUBLIC CONTRACT

16.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

17. CONCLUDING THE CONTRACT

17.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.

17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

17.3. The full public contract consists of the following documents:

(a) These tender specifications and their annexes;

(b) The approved BAFO and all of its annexes;

(c) The registered letter notifying the award decision;

(d) Any later documents accepted and signed by both parties, as appropriate.

17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.

2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

4. MANAGING OFFICIAL (ART. 11)

4.1. The managing official for this public contract is **Mr. Abbas Sykes**, **Innovation Support Organization Expert**, email: abbas.sykes@enabel.be. The managing official is responsible for overseeing the performance of the contract.

4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.

4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.

4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial 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 clause 1 of chapter 1 General Remarks.

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

5. CONFIDENTIALITY (ART. 18)

5.1. Service providers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

5.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

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

6.2. Processing of personal data by the service provider

Where during contract performance, the service provider processes personal data of the contracting authority 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 service provider 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.

Given the public contract, it is to be considered that the contracting authority and the service provider will each be responsible, individually, for the processing.

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

7.1. The contracting authority shall retain all intellectual property rights created, developed, or used during the performance of the public contract. The contractor shall ensure full compliance with this requirement throughout the execution of the contract.

7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.

7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.

7.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

8.1. Scope and amount (Art. 25)

The performance bond is a requirement for this public contract and is set at **5%** of the total estimated value of the contract, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

8.2. Nature of the performance bond (Art. 26)

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

8.3. Deadline for submitting the performance bond (Art. 27)

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

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

8.4. Posting of the performance bond (Art. 27)

The performance bond must be posted by the successful tenderer in one of the following ways:

(a) Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office (Dutch or French procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;

(b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;

(c) Joint surety: By the deposit, via an institution that lawfully carries out this activity, of a deed of joint surety with the Deposit and Consignment Office or with a similar public institution;

(d) Guarantee: Provide the deed of undertaking of the credit institution or the insurance company. <u>The Contracting Authority reserves the right, at its sole discretion, to reject guarantees issued by insurance companies and to require that the guarantee be issued by a bank or other financial institution acceptable to the Contracting Authority.</u>

8.5. Proof of deposit (Art. 27)

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

(a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;

(b) A debit notice from the credit institution or insurance company;

(c) An deposit certificate issued by the State Cashier or a similar public institution;

(d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;

(e) The original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

8.6. Release of bond

If the contracting authority confirms acceptance of the services, the bond shall be released, even if the service provider has made no such request.

The whole of the bond will be released at once after provisional acceptance of the entire contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

The services must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

10. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)

10.1. Scope

The clause may be applied in case the service provider is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the “GIR”) or after taking an ex officio measure (art. 47 of the “GIR”).

10.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the “GIR”, the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the service provider already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new service provider.

10.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract.

To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial service provider), the contracting authority shall address itself:

(a) either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;

(b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new service provider. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial service provider, and compared to the original tender of the new service provider. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new service provider), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial service provider by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR".
If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

11. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

12. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

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

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

12.3. When activities are suspended, based on this clause 12.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

12.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:

(e) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;

(f) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;

(g) The suspension occurs during the contract's performance period.

13. UNFORESEEABLE CIRCUMSTANCES

13.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.

13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

14. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.

14.2. Such price revision is only possible if both the following conditions apply:

(f) The change entered into force after the tenth day preceding the deadline for submission of tenders, and

(g) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".

14.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

15. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

15.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.

15.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (E) - CONTROL AND MONITORING OF THE PUBLIC CONTRACT

SECTION (F) - PERFORMANCE MODALITIES

16. DEADLINES AND TERMS (ART. 147)

16.1. The service provider must complete the services within **240 calendar days**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

17. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following locations: **Tanzania and Uganda.**

18. INSPECTION OF THE SERVICES (ART. 150)

18.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.

18.2. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

19. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)

19.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.

19.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfill its obligations.

SECTION (G) - MEANS OF ACTION

20. FAILURE OF PERFORMANCE (ART. 44)

20.1. The service provider shall be considered in breach of this public contract under the following circumstances:

(a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;

(b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;

(c) When the service provider fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the service provider either by registered post or e-mail (with proof of the exact dispatch date).

20.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

20.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the “GIR”.

21. FINES FOR DELAY (ART. 46 AND 154)

21.1. Fines for delay differ from penalties referred to in Article 45 of the “GIR”. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

21.2. Fines for delay are calculated, according to Article 154 of the “GIR”, at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.

21.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.

21.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

22. MEASURES AS OF RIGHT (ART. 47 AND 155)

22.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 22.2 However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.

22.2. The measures as of right are:

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

(b) Completion of all or part of the unfulfilled contract by the contracting authority itself;

(c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

SECTION (H) - END OF THE PUBLIC CONTRACT

23. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)

23.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.

23.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.

23.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the “GIR” (clause 24).

23.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.

23.5. The acceptance process is final and concludes the services under the contract.

24. INVOICING AND PAYMENT (ART. 66-72 AND 160)

24.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.

24.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.

24.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: tanzania.admin@enabel.be Cc jovitha.mlay@enabel.be.

24.4. Payment will be made in instalments upon provisional acceptance of the services.

25. ADVANCE PAYMENTS

No advance may be asked by the service provider.

5 TERMS OF REFERENCE

1. Background And Justification

1.1. Context and Need for the Program

Enabel, through the Africa-Europe Digital Innovation Bridge 2.0 (AEDIB 2.0) programme, is supporting stronger digital innovation ecosystems across Tanzania and Uganda. Under Strategic Objective 2, the programme aims to strengthen Innovation Support Organisations (ISOs) so that they can provide higher quality support to entrepreneurs, digital ventures and green innovation initiatives.

Innovation Support Organisations - including hubs, incubators, accelerators, digital innovation hubs, entrepreneurship support organisations and related ecosystem intermediaries - play a central role in identifying, preparing and supporting entrepreneurs and technology-enabled ventures. However, many ISOs operate with limited institutional capacity, weak or donor-dependent business models, uneven service quality, limited monitoring systems and insufficient specialisation in green, digital and access-to-finance support.

This assignment places deliberate emphasis on secondary cities and regional innovation ecosystems outside capital or primary hubs. Secondary cities are understood as non-capital and regional urban centres with growing entrepreneurial activity and links to surrounding rural and peri-urban markets, but with weaker access to mentors, investors, specialised technical services, finance and national ecosystem visibility.

Indicative locations to be validated during inception may include Mwanza, Tanga, Dodoma, Arusha, Mbeya and Zanzibar/Pemba in Tanzania; Gulu, Mbarara, Jinja, Mbale, Arua and Fort Portal in Uganda; Capital-city actors may be engaged only where they help connect secondary-city ISOs to national networks, investors, policy actors and specialised technical expertise.

1.2. Rationale and Purpose of the Technical Assistance

The purpose of this Technical Assistance is to diagnose the institutional, business model and technical capacity of 12 pre-selected ISOs across Tanzania and Uganda, and to translate diagnostic findings into targeted capacity-building interventions. The assignment should help participating ISOs improve governance, strategic positioning, financial sustainability, service maturity, monitoring and learning practices, access-to-finance support and green or digital innovation programming

The assignment must be practical and implementation oriented. Diagnostics should not stop at assessment; they should result in clear maturity scorecards, tailored improvement roadmaps and capacity-building support that participating ISOs can implement during and after the contract period. The secondary-city focus should also test practical models for extending quality ISO support beyond the most visible innovation hubs and for strengthening linkages between regional cities, surrounding rural and peri-urban markets, and national or cross-border innovation networks.

1.3. Expected Outcomes and Impact

The intervention aims to produce measurable results across multiple levels:

- **Institutional level:** participating ISOs have clearer governance arrangements, strategy, internal systems, financial sustainability pathways and service improvement plans.
- **Service-delivery level:** ISOs improve the relevance, structure and quality of services offered to entrepreneurs, including digital and green ventures.
- **Secondary-city level:** selected ISOs and ecosystem actors in secondary cities have stronger local capacity, clearer links to national and regional networks, and improved ability to serve entrepreneurs outside capital-city ecosystems.
- **Entrepreneur-support level:** ISOs are better able to support ventures with market readiness, investment readiness, access to finance, partnership development and green or digital specialisation.

- **Learning level:** Enabel obtains reusable tools, diagnostic insights, learning products and evidence to inform subsequent AEDIB 2.0 SO2 activities.

1.4. Implementation and Program Sustainability:

The success of the Technical Assistance Program will depend on effective coordination, stakeholder engagement and long-term institutional strengthening. To ensure smooth implementation, the selected firm or consortium will be required to appoint a dedicated Project Coordinator or Team Leader responsible for managing timelines, deliverables, quality control and communication with Enabel and participating ISOs.

A structured Monitoring, Evaluation and Learning (MEL) framework should be developed to track baseline maturity, capacity-building participation, progress against roadmaps, feedback and early outcome signals. The framework should include diagnostic data, periodic progress reviews and a final learning synthesis.

Sustainability will be reinforced through practical capacity-development roadmaps, coaching support, peer-learning mechanisms, institutionalisation of tools and routines, and handover of assignment-specific materials that Enabel and participating ISOs can continue to use after the consultancy period.

2. Scope Of Work

The consultancy services under this program will focus on the following key areas:

2.1. Confirmation and Profiling of Participating ISOs and Secondary Cities

The service provider shall support Enabel to confirm and profile participating ISOs across Tanzania and Uganda. For budgeting and planning purposes, tenderers should assume support for up to twelve (12) ISOs across the two countries. The final number, location and names of participating ISOs will be confirmed by Enabel before or during inception.

- The assignment targets pre-selected ISOs to be confirmed by Enabel. The provider shall not launch an open selection process unless explicitly requested by Enabel.
- Priority shall be given to ISOs based in, actively serving or strategically connected to secondary cities and regional innovation ecosystems.
- Where a participating ISO is based in a capital or primary city, the provider must document how that ISO serves, reaches or can support secondary-city entrepreneurs and ecosystem actors
- The provider shall prepare concise ISO profiles covering services, priority sectors, target entrepreneurs, partnerships, revenue sources, team capacity and geographic reach.
- The provider shall prepare a secondary-city targeting matrix covering proposed city, ISO presence, entrepreneur pipeline, priority sectors, women and youth reach, rural or peri-urban linkages, local partners, support gaps, language needs, connectivity constraints and delivery risks.

2.2. Needs Assessment and Diagnostic of ISOs

The provider shall conduct a structured diagnostic assessment of each participating ISO.
The assessment should combine document review, self-assessment, structured interviews, group discussions, stakeholder consultations and direct review of systems, tools, programmes and available data.
The diagnostic should assess, at minimum, the following dimensions:

- Governance, leadership, accountability, decision-making and organizational structure
- Strategy, mission clarity, value proposition, target segments and ecosystem positioning
- Financial sustainability, revenue model, donor dependence, cost structure, pricing and revenue diversification opportunities

- Service portfolio, programme design, entrepreneur journey, incubation or acceleration methodology, mentor management and quality assurance.
- Technical capacity to support digital innovation, green innovation and circular-economy ventures.
- Access-to-finance and investment-readiness support services, including investor links, financing referrals, pitch preparation and deal-flow management.
- Human resources, staff capabilities, trainer and mentor pools, internal knowledge management and staff development systems.
- Monitoring, evaluation and learning systems, KPI tracking, dashboards, reporting and learning loops.
- Gender, youth and inclusion practices in outreach, selection, programmed design, mentoring and outcome tracking.
- Secondary-city relevance, including accessibility beyond primary hubs, rural or peri-urban linkages, local partnerships, mobility constraints, connectivity barriers and city-level ecosystem positioning.

Note: Proposals must outline practical tools or frameworks for mapping institutional strengths, maturity levels, capacity gaps and secondary-city ecosystem constraints.

2.3. Capacity Building and Institutional Strengthening

Based on diagnostic findings, the provider shall design and deliver a blended capacity-building programme. The final content and intensity will be validated by Enabel, but should include a mix of cohort workshops, practical clinics, peer-learning circles, individual coaching and targeted mentoring

- Strengthening ISO governance, board engagement, leadership and accountability systems.
- Supporting strategic positioning, specialization choices and value proposition development.
- Improving business model sustainability, revenue diversification and pricing of ISO services
- Strengthening programme design, entrepreneur journey mapping, mentor management and quality standards.
- Integrating green, digital and circular-economy priorities into venture support services.
- Improving MEL systems, indicator design, data collection, dashboards, learning reviews and stakeholder reporting.
- Embedding gender and youth inclusion into outreach, selection, facilitation, mentorship, data collection and leadership pathways.
- Adapting delivery to secondary-city realities, including low-cost outreach, hybrid support, local mentor pools, municipal or regional partnerships, and pathways from local entrepreneur pipelines to national or cross-border opportunities.

2.4. Peer Learning, Mentoring and Access-to-Finance Support

This activity aims to strengthen the ability of participating ISOs to learn from each other, implement their capacity-development roadmaps and improve the quality of support they provide to entrepreneurs, especially in secondary-city and regional ecosystems.

- Facilitate peer-learning sessions among ISOs at different maturity levels to exchange practical approaches, tools and lessons learned.
- Support ISO leadership and programme teams through targeted mentoring or coaching sessions linked to their capacity-development roadmaps.
- Support ISOs to strengthen or design access-to-finance support services for entrepreneurs, including investment readiness, pitch preparation, financier or investor engagement, referral systems and follow-up mechanisms.
- Develop partnership and referral templates that help ISOs connect entrepreneurs to financial service providers, investors, universities, TVET institutions, corporates, municipal actors and national ecosystem networks.

- Document promising practices and practical tools that can be shared with other AEDIB 2.0 partners and future cohorts.

2.5. Rollout Support and Monitoring

The provider shall:
-Offer remote and on-site support during implementation of Innovation Support Organization capacity-development roadmaps.

-Develop and apply a Monitoring, Evaluation and Learning tracker to monitor activities, participation, roadmap progress, feedback and early outcome signals.

-Track secondary-city participation and outcomes, including the number of secondary-city Innovation Support Organizations supported, activities delivered outside capital cities, local partnerships activated and early changes in Innovation Support Organization reach to entrepreneurs beyond primary hubs.

-Collect participant feedback after major activities and use it to adapt delivery.

-Prepare a final report documenting methodology, activities delivered, results, evidence of change, lessons learned, recommendations and sustainability actions.

-Submit all assignment-specific tools, templates, training materials, anonymized datasets and knowledge products in editable formats.

2.6. Minimum Consultant Travel Requirements

For planning and pricing purposes, tenderers shall base reimbursable travel costs on the following minimum requirements:
-The Team Leader / ISO Institutional Development Expert shall undertake one mission to Tanzania and one mission to Uganda, each lasting a minimum of five (5) working days, for inception, coordination, quality assurance and selected ISO visits.

-The ISO Diagnostic and Business Model Expert shall undertake two missions to Tanzania and two missions to Uganda, each lasting a minimum of six (6) working days, for institutional diagnostics, business model assessments and validation with participating ISOs.

-The Capacity Building, Peer Learning and Access-to-Finance Specialist shall undertake one mission to Tanzania and one mission to Uganda, each lasting a minimum of five (5) working days. T

-The MEL and Knowledge Management Specialist shall undertake one mission to each country, each lasting a minimum of three (3) working days.

Missions may cover several ISOs and secondary cities. Mission durations exclude international travel days.

3. Key Deliverables And Payment Modality

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

Phase / Activity	Deliverable Name	Timeline	Level of Effort (Man-Days)	Deliverable Description	Payment Schedule (%)
1. Inception phase and work planning	Inception Report and	0.5 Month	10	Inception meeting with Enabel and relevant AEDIB 2.0 stakeholders; confirmed	10% upon submission and appro val of the Inception

	Detailed Workplan			scope, methodology, coordination mechanisms, target ISOs, secondary-city focus and reporting arrangements; validated workplan, staffing schedule, diagnostic framework, MEL framework, risk register, data-protection approach and preliminary secondary-city targeting approach.	Report and detailed workplan.
2. ISO confirmation, profiling and diagnostics	ISO profiles, diagnostic tools, diagnostic reports, maturity score cards and capacity-development roadmaps	1-3 Months	70	Confirmation and profiling of participating ISOs as directed by Enabel; secondary-city targeting matrix; stakeholder consultation plan; final diagnostic tools and maturity scoring rubric; institutional, business model and technical diagnostics; individual diagnostic reports and consolidated diagnostic synthesis.	40% upon validation of ISO profiles, diagnostic tools, diagnostic reports, maturity scorecards and capacity-development roadmaps.
3. Capacity building and institutional strengthening	Capacity-building curriculum, materials and delivery progress report	3-5 Months	40	Tailored workshops, practical clinics and coaching based on diagnostic findings, covering ISO governance, strategy, service design, business model sustainability, MEL, inclusion, digital and green innovation support, and secondary-city service delivery models. Includes curriculum, materials, facilitation guides and progress report.	25% upon completion of agreed capacity-building activities and approval of materials and progress report.
4. Peer learning, mentoring and access-to-finance support	Peer-learning outputs, coaching logs and access-to-finance support package	5-7 Months	27	Peer-learning sessions, targeted mentoring or coaching linked to ISO roadmaps, and support to strengthen entrepreneur access-to-finance and investment-readiness services, referral pathways, partnership tools, pitch support systems and follow-up mechanisms.	15% upon submission and approval of peer-learning outputs, coaching logs, access-to-finance tools and sustainability actions.
5. Monitoring, final reporting and knowledge products	Final Report, MEL Dashboard and Knowledge Products	8 Months	20	MEL tracker covering activities, participation, roadmap progress, feedback and early outcome signals; final report with methodology, results, evidence of change, lessons learned, recommendations, sustainability actions and follow-on implications for AEDIB 2.0 SO2; editable tools,	10% upon submission and approval of the final report, MEL dashboard, knowledge products and tool package.

				templates, anonymised learn ing materials, MEL dashboard and secondary-city learning brief.	

Payment shall only be made upon the satisfactory completion and acceptance of the deliverables by the Contracting Authority.

6 SELECTION FILE

ECONOMIC AND FINANCIAL CAPACITY

The tenderer shall submit financial statements for the last two completed financial years (2024 and 2025). The financial statements for 2024 shall be audited and certified by a Registered Certified Public Accountant or an equivalent professional body recognized in the country of registration.

Where the audited financial statements for 2025 are not yet available at the time of tender submission, the tenderer may submit management accounts or unaudited financial statements for 2025.

The submitted financial statements shall demonstrate an average annual turnover of at least EUR 100,000 over the last two (2) financial years.

TECHNICAL AND PROFESSIONAL APTITUDE

1. Qualifications And Competences of Firm and Service Providers

The successful tenderer shall deploy a multidisciplinary team with expertise in Innovation Support Organization institutional development, ecosystem strengthening, business model sustainability, capacity building, peer learning, access to finance, Monitoring, Evaluation and Learning and multi-country coordination.

The tenderer shall submit Curriculum Vitae (CVs) for the proposed experts for the following key positions, demonstrating that each proposed expert meets the minimum qualification and experience requirements specified below:

Team Leader/ISO Institutional Development Expert

The proposed expert shall meet the following minimum requirements:

- University degree in business, management, economics, development studies, public policy, entrepreneurship or organizational development.
- Minimum 10 years of professional experience in one or more of the following areas: Innovation Support Organization development, entrepreneurship ecosystem development, incubator or accelerator management, organizational diagnostics, institutional strengthening, technical assistance, capacity building or business support programming.
- Minimum 5 years of professional experience in Africa.

ISO Diagnostic and Business Model Expert

The proposed expert shall meet the following minimum requirements:

- University degree in business, economics, finance, organizational development, innovation management or entrepreneurship.
- Minimum 8 years of professional experience in one or more of the following areas: organizational diagnostics, business model design, incubation or acceleration management, institutional strengthening, entrepreneurship support, financial sustainability analysis or revenue model development.

Capacity Building, Peer Learning and Access-to-Finance Specialist

The proposed expert shall meet the following minimum requirements:

- University degree in business, finance, entrepreneurship, development studies, education, facilitation or adult learning.
- Minimum 7 years of professional experience in one or more of the following areas: capacity building, adult learning, coaching, peer learning, access-to-finance support, investor readiness, investment-readiness support or entrepreneurship ecosystem programming.

Monitoring, Evaluation and Learning and Knowledge Management Specialist

The proposed expert shall meet the following minimum requirements:

- University degree in monitoring and evaluation, statistics, social sciences, development studies, business analytics, economics or data analytics.
- Minimum 5 years of professional experience in Monitoring, Evaluation and Learning for capacity-building, entrepreneurship, innovation ecosystem, technical assistance or development programmes.

The Contracting Authority reserves the right to verify, during the evaluation process, the qualifications, and professional experience of the proposed experts. The tenderer shall, upon request, provide any supporting documentation necessary to substantiate the information contained in the submitted Curriculum Vitae.

The experts proposed in the tender may not be replaced during contract implementation without the prior written approval of the Contracting Authority. Any replacement expert shall possess qualifications and professional experience that are equal to or better than those of the expert originally proposed.

2. References.

The tenderer shall submit at least two (2) completion certificates, or reference letters, or contracts demonstrating the successful delivery of capacity-building, institutional strengthening, diagnostic assessment, ecosystem development, or peer-learning assignments within the last five (5) years.

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

(a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);

(b) List of subcontractors (see clause 2 of chapter 8 Forms);

(c) Tender form - Prices (clause 4 of chapter 8 Forms)

(d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 5 of chapter 8 Forms);

(e) All documents demanded in 6 Selection f (see clause 13 of chapter 3 Award Procedure);

   a Financial Statements for 2024 and 2025

   b CVs of the proposed experts

   c References

(f) Technical Offer

(g) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);

(h) **Power of attorney:** The Bidder shall include in his tender the power of attorney empowering the person signing the bid on behalf of the bidder. In case of a consortium or a temporary association, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.

(i) **Incorporation certificate**: The bidder shall include in his tender the incorporation certificate from the competent authority.

(j) **Certification of clearance with regards to the payments of social security contributions:** At the latest before award, the Bidder must provide a certification from the competent authority stating that he is in order with its obligations with regards to the payments of social security contributions that apply by law in the country of establishment. This is not applicable for Belgian bidders.

(k) **Certification of clearance with regards to the payments of applicable taxes:** At the latest before award, the bidder must provide a recent certification (up to 6 months) from the competent authority stating that the bidder is in order with the payment of applicable taxes that apply by law in the country of establishment.

(l) **Criminal record certificate**: At the latest before award, the bidder must provide a criminal record certificate for the person mandated to commit for the firm.

8 FORMS

1. IDENTIFICATION FORM

I (We), the undersigned

Applicable? ☐ YES / ☐ NO

A. Natural person	
Name and first name:	
Function or profession:	
Nationality:	
Residence (full address):	
Enterprise n°:	
Social security n°:	

Applicable? ☐ YES / ☐ NO

B. Corporation or company	
Name and legal form:	
Nationality:	
Registered office (full address):	
Enterprise n°:	
Social security n°:	

Applicable? ☐YES / ☐ NO

C. Group of economic operators. Tenderer forming a group of economic operators, consisting of the following participants:	
For each company, state the same information below as set out under A or B, above. Fill in a separate row for each member, preceded by member 1, 2, etc.	
Hereby form a group of economic operators for this contract under the name:	
That is represented by the following participant in the group of economic operators (corporation):	
For each participant in the group, supporting documents relating to the exclusion grounds must be submitted.	

D. Contact person of the tenderer	
Single contact person of the Tenderer for electronic communication from the contracting authority:	
First name and surname:	
Function:	
E-mail address	

Telephone:	

Confirm that, if awarded the contract(s), payments shall be made by transfer(s) to the following account:

Account No:	
IBAN:	
Bank identification code (BIC):	
Located at:	
In the name of:	

By submitting this Tender, I (We), the undersigned:

- Undertake to comply with all clauses contained in these Tender Specifications. The content of the tender becomes an integral part of the public contract, along with any details provided in response to requests for clarification.
- Acknowledge that all necessary information has been obtained and the tender has been prepared with full knowledge of the facts, with no ambiguities or uncertainties, and is fully aware of the scope and specific requirements for the execution of the public contract.
- Confirm clearly designating in the submitted tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.
- Declare having made all relevant comments and asked all necessary questions for the preparation and submission of the tender, as well as for the performance of the public contract.
- Acknowledges having received all the information needed to prepare the tender.
- Declares accepting all the terms of the procurement documents, even if they differ from the tenderer's own invoicing or sales conditions. Any alternative invoicing or sales conditions proposed by the tenderer will not apply.
- Declares that the subcontractors that I will employ will be those designated in the attached forms and for whom I will have transmitted the documents required as part of the qualitative selection (if applicable).
- Declare, should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

Done at:		**Date:**	
By (company or group):		Represented by (Full name)	
Signature of authorised representative:			

2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

List of subcontractors planned to be engaged in the implementation of the contracts				
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged *(if applicable)*	Other entity within the meaning of paragraph 1er of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and professional aptitude criteria, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

3. TECHNICAL OFFER

The tenderer shall prepare a Technical Offer that demonstrates its understanding, methodology and capacity to deliver the assignment. It should include, at minimum, the following elements:

- Understanding and methodology: assignment understanding, proposed Theory of Change or Impact Pathway, diagnostic framework, maturity scoring approach, capacity-building model, peer-learning approach and MEL process.
- Work plan and delivery schedule: timeline, milestones, responsibilities and allocation of days across Tanzania and Uganda .
- Secondary-city and country adaptation strategy: approach for local anchoring, language, travel and connectivity constraints, gender and youth inclusion, and engagement of regional ecosystem actors.
- Tools and knowledge-transfer approach: diagnostic tools, interview guides, scorecards, roadmap templates, training materials, dashboards and plan for institutionalizing the tools.

The Technical Offer shall not exceed twenty (20) pages, excluding the front page and table of content.

4. TENDER FORM - PRICES

The prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

Item	Unit	Quantity (max total of 167 person-days)	Unit price	Total price Excl. VAT
Team Leader / ISO Institutional Development Expert	person-day		€	€
ISO Diagnostic and Business Model Expert	person-day		€	€
Capacity Building, Peer Learning and Access-to-Finance Specialist	person day		€	€
MEL and Knowledge Management Specialist	person-day		€	€
SUB-TOTAL: incl. WHT and excl. VAT **(A)**				
WHT to be retained at source: 5% of (A) for local bidders or 15% for international bidder **(B)**				
VAT (if applicable) **(C)**				
NET to be paid to the bidder D =(A-B+C)				
Reimbursable Costs- Local (if applicable)				
Local flight ticket		Lump-sum		€
Accommodation		Lump-sum		€
SUB-TOTAL (E)				€
GRAND TOTAL Incl. WHT and VAT = (A + C + E)				€
Reimbursable Costs - International (if applicable)				
International flight tickets		Lump-sum		€
Visa costs		Lump-sum		€

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

- The tenderers are requested to quote for all the items listed above.
- The use of this form to quote for prices is mandatory.
- Prices should be quoted in Euros, inclusive of applicable taxes (including withholding tax), and any other related costs not specified as reimbursable. Tenderers are deemed to have considered all taxes,

duties, and fiscal obligations that may arise in Tanzania and Uganda.

- The proposed number of person-days cannot exceed a total of 167 days.
- Reimbursable costs, up to the maximum amounts indicated by the tenderer in the above price form, shall only be eligible for reimbursement upon submission of adequate supporting documentation.
- Reimbursable Costs – International applies exclusively to consultants traveling to Tanzania or Uganda from abroad to carry out the assignment; local consultants should indicate '0' under this category. Reimbursable Costs – International shall not be included in the Grand Total.

Certified true and sincere,

Done at ...., on …........

5. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

- ☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**

  a. Participation in a criminal organization;

  b. Corruption;

  c. Fraud;

  d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;

  e. Money laundering or terrorism financing;

  f. Child labor and other forms of trafficking in human beings;

  g. Employment of third-country nationals in illegal residence;

  h. Creation of offshore companies.

- ☐ **The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**

- ☐ **The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**

- ☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**

  a. Breach of Enabel's policy on sexual exploitation and abuse;

  b. Breach of Enabel's policy on fraud and corruption risk management;

  c. Violation of local legislation concerning sexual harassment at work;

  d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;

  e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

- The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

or

- The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

  ➔ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

- **The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**

- **The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**

- **The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium**.

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

Done at:		**Date:**	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			