



TENDER SPECIFICATIONS

Public service contract for “**Consultancy for Conducting a Tracer Study for the T-GATE Project**”

Reference No: **TZA23004-10004**

Country: **Tanzania**

Negotiated Procedure without Prior
Publication

<i>Deadline for requesting clarifications:</i>	Until the tenth day before the deadline for submission of tenders
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<i>Deadline for submission of tenders:</i>	25th September 2026 at 13:00 (EAT)
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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.

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

Name	Position
Virginie Hallet	Country Director
Othman Boufaied	Contract Manager

- 1.3. **Attention: even if Enabel as contracting authority is based in Belgium, Enabel has different “permanent establishments” in partner countries, who are 'customer' in the sense of tax legislation.¹ As a result, services of this contract are deemed to be located in Tanzania and applicable tax legislation is legislation of Tanzania. For more information on this tax regime, you can contact Alern Mgeni, Procurement Officer (clause 3 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

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

The Law of 17 June 2016 on public procurement;

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

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

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

Circulars of the Prime Minister with regards to public procurement;

Enabels policy regarding sexual exploitation and abuse – June 2019;

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>;

¹ Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).

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 provision of Consultancy to Conduct a Tracer Study for the T-GATE Project.

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 3 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

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

The contract is valid until final acceptance of the services. The required delivery timeline is 24 months.

This public contract **MAY NOT** be renewed.

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:

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:

Alern Mgeni

Procurement Officer

alern.mgeni@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 (alern.mgeni@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 fifth 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:

Identification form (clause 1 of chapter 8 Forms);

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

Tender form - Prices (clause 3 of chapter 8 Forms)

Declaration on honour - Exclusion grounds (clause 4 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:

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

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

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:

Identification form (clause 1 of chapter 8 Forms);

Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);

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

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 file), 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 **mixed price-schedule** contract, comprising both **lump-sum** and **cost reimbursement** elements.

For the **lump-sum elements**, a fixed price covers the entirety of the relevant services or deliverables of the contract, as defined in the tender documents.

For the **cost reimbursement elements**, the final amount payable shall be determined based on the **actual costs incurred and duly verified**.

- 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 is to include in his unit and global prices any charges and taxes generally applied to services according to the applicable tax legislation of Tanzania. The VAT amount is quoted separately, if applicable.

As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**.

For the provision of services in Tanzania, the attention of tenderers who are non-tax residents of Tanzania is drawn to the tax on the profits of non-residents (15%) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Tanzania.

The 15% non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.

For local companies, the applicable withholding tax is 5%.

- 8.2. 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:

Administrative management and secretariat services;

Transportation, and insurance;

Documentation related to the services;

Delivery of documents or records associated with the performance of the contract.

Acceptance costs.

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

SECTION (C) - SUBMISSION OF TENDERS

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, and this because, due to the specialised nature of the public contract, the use of electronic means of communication requires specialised tools, resources or file formats not generally available or where the tools, resources or file formats required are not supported by generally available applications.*
- 9.3. *The specific reasons for requiring the use of paper tenders are: Pursuant to Article 14, §2, points 1°, 2° and 3° of the Law of 17 June 2016 on public procurement, the submission and receipt of tenders must be carried out by postal delivery or any other appropriate courier service. Submitting tenders electronically via the e-tendering application is not sufficiently supported by the internet access facilities available to tenderers in Tanzania. Therefore, the contracting authority deems it inappropriate to impose the mandatory use of electronic communication methods.*

- 9.4. 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 may 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: TZA23004-10004 - Consultancy for Conducting a Tracer Study for the T-GATE Project

To the attention of: **Alern Mgeni, Procurement Officer.**

The tender must be submitted before 25th September 2026, at 13:00 (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 0 (a).

- 9.5. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 9. 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 **25th September 2026 at 13:00 (EAT)**.
- 11.2. The 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 4 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 file), 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 file), 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:
 - all participants submitting a joint bid as a consortium of economic operators;
 - 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.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. 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 Proposal - Methodology 30% - Workplan 10% - Cost efficiency and sustainability 20%	60	Points tender A = Number of Total marks evaluated
Price	40	Points tender A = (Amount of lowest tender / Amount of tender A) *40

Tenderers are required to achieve a minimum technical score of 30 out of 60 points to be considered technically compliant and selected for financial evaluation.

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 succesful 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:
- These tender specifications and their annexes;
 - The approved BAFO and all of its annexes;
 - The registered letter notifying the award decision;
 - 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 **Deogratius Kimena, Monitoring, Evaluation & Learning Officer**, email: deogratius.kimena@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 **acquires** the intellectual property rights created, developed, or used during performance of the public 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.

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public 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.

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:

- 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 ;

- 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:

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;

The suspension is not due to unfavourable 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;

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:

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

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 (F) - PERFORMANCE MODALITIES

16. DEADLINES AND TERMS (ART. 147)

- 16.1. The service provider must complete the services within **24 (twenty-four) months**, 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 around **Dar-es-salaam**, with the targeted stakeholder training institutions (such as NIT, DIT, ARU, UDSM, and Bandari College). For this reason, the projected coverage for the required physical interviews and meetings will mainly take place in Dar-es-salaam, covering training institutions, technical colleges, and e-mobility actors within the city.

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 fulfil 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:

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

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

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:

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;

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

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. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance 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.

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 tommaso.mignani@enabel.be

The invoice must include:

1. The PO number for the amount to be processed;
2. The acceptance report signed by the managing official
3. The physical copy of the EFD receipt.

24.3. Payment will be made via bank transfer(s) only. The consultant will be required to deliver the following outputs, following which the payment schedule will be implemented as indicated hereunder:

SN	Phase	Deliverable	Description	Payment (%)
1.	Phase 1	- Inception report - Alignment meeting with stakeholders - Training to enumerators and target institutions	Inception report should detail preliminary analysis and assessment, methodology, and a detailed workplan for conducting the assignment.	30%
2.	Phase 2	- Draft Study 1 report - Presentation to T-GATE - Study 1 Final Report and presentation after input from T-GATE	- Data collection tools - Full access to the raw data. - Final Study 1 report - Final Study 1 presentation	40%
3.	Phase 3	- Draft Study 2 report - Presentation to T-GATE. - Study 2 Final Report and presentation after input from T-GATE	- Data collection tools - Full access to the raw data. - Final Study 2 report - Final Study 2 presentation	30%
4.	Phase 4	- Draft Study 3 report - Presentation to T-GATE. - Study 3 Final Report and presentation after input from T-GATE	- Data collection tools - Full access to the raw data. - Final Study 3 report - Final Study 3 presentation	

25. ADVANCE PAYMENTS

No advance payments shall be made under this contract.

5 TERMS OF REFERENCE

1. BACKGROUND AND JUSTIFICATION

1.1. About the Enabel, agency for international cooperation

Enabel is the Belgian agency for international cooperation. With our partners, we develop ideas and implement projects addressing urgent global challenges. The collaborative endeavours of the Tanzanian and Belgian governments are centered on basic infrastructure for water and sanitation, sustainable agriculture, education, skills development, and economic advancement.

1.2. Background to the project

Funded by the European Union, the Tanzania Gateway for Transport, Trade and Environment (T-GATE) is implemented by Enabel in partnership with UN-Habitat, TradeMark Africa, and the Port of Antwerp-Bruges International. The initiative is structured around three core pillars: Port Performance, Trade Facilitation, and E-Mobility.

Pillar 1 - Port Performance: As a cornerstone of Tanzania's international trade and a vital gateway for the wider region, the Port of Dar es Salaam is central to the T-GATE project. In collaboration with the Port of Antwerp-Bruges International and the Tanzania Ports Authority, the project focuses on optimizing port operations. Enhancing operational efficiency and logistics supports smoother cargo flows, increases reliability, and strengthens regional connectivity. These advancements enable the port to function as a modern, efficient logistics hub for Tanzania and its neighbouring countries, ultimately boosting the local economy and cementing Tanzania's position as a key regional trade actor.

Pillar 2 - Trade Facilitation: Efficient trade relies on modern, transparent procedures alongside robust infrastructure. Through T-GATE, TradeMark Africa and its partners collaborate closely with the Tanzanian Government to implement concrete trade facilitation reforms. These efforts focus on streamlining customs processes, improving regulatory frameworks, and reducing non-tariff barriers. By delivering faster, more predictable, and more cost-effective clearance procedures, the project enables businesses to trade across borders with greater ease, strengthens regional value chains, lowers trade costs, and enhances Tanzania's appeal as a trade and investment destination.

Pillar 3 – E-Mobility: To ensure economic growth aligns with environmental responsibility, the T-GATE project supports Tanzania's transition toward low-carbon transport solutions. Through the promotion of electric mobility, Enabel and UN-Habitat and its partners aim to reduce emissions, improve urban air quality, and generate new economic opportunities. By strengthening regulatory frameworks, supporting entrepreneurs, and building national capacities, T-GATE contributes to a sustainable, eco-friendly transport system that benefits local communities, the environment, and the economy, while aligning with global climate and development ambitions.

1.3. Objectives and expected outputs of the T-GATE Project

The specific objective of the project is: Tanzania's main trade and transport players improve their performance and provide more efficient and sustainable services to their customers in the port of Dar Es Salaam, in the city and along the port hinterland corridors (Central corridor and Dar-Nairobi-Addis-Berbera-Djibouti corridor).

For achieving the specific objective of the project, the following pillars will be pursued:

Pillar 1: Supporting the performance of the port of Dar es Salaam. Includes: strategy and organisation, commercial and infrastructure development, operational excellence, and capacity building.

Pillar 2: Streamlining customs, clearance processes, and enhancing regulatory frameworks to reduce trade costs. Includes: reducing non-tariff barriers, making customs procedures more efficient, and trade facilitation

Pillar 3: Supporting the transition to electric mobility in Tanzania. Includes: support to institutional and regulatory framework, support to business organisations and entrepreneurs, and capacity building

2. OBJECTIVES OF THE PUBLIC CONTRACT AND EXPECTED RESULTS

2.1. Objectives of the public contract

The main aim of this assignment is to provide a research service to conduct a tracer study for college students and graduates (alumni), trained trainers, employers, government officials, and trained e-mobility technicians. The study will analyse the effectiveness of capacity-building programs delivered under the support of the T-GATE project, identify emerging market needs and gaps, and provide on-the-job capacity building to targeted training institutions to enable them to conduct self-organized, follow-up tracer studies. More specifically, the tracer study will address the following objectives per targeted group:

Employed Graduates (participants who have a job at the time of the survey including self-employment):

- To determine the destination of learners who have completed occupational qualifications and skills programmes.
- To understand the factors associated with employment and unemployment.
- To determine the nature of employment for learners who secured jobs.
- To assess the relevance of the graduates' skills and competencies in the labour market.
- To evaluate the graduates' retrospective satisfaction with their qualifications and training.
- To measure the impact of the qualifications on their social and economic status.
- To compare their experiences before and after training.

Unemployed Graduates:

- To investigate, from the graduates' perspective, why they are unemployed.
- To determine the barriers and challenges they face that lead to their unemployment.
- To determine how well their qualifications prepared them to enter the job market.
- To identify the kind of support they need and their plans for the future.

E-mobility Technicians:

- To assess the impact of the training programmes in terms of skills enhancement, skills utilisation, and career development.

Trained Trainers and Trained Officials:

- To assess the institutional capacity enhancement arising from T-GATE's interventions.

Employers:

- To obtain the views and opinions of employers on the impact, quality, and relevance of T-GATE training and capacity building programmes.
- To gather the opinions of employers regarding the expected capabilities of graduates upon completion of the training programme.
- To determine what skills are present or required for existing workers to enhance the acquisition of trade-based skill sets.

Applicable to all target groups:

- To identify potential success stories that demonstrate the value addition of the capacity-building programmes.
- To provide an overview of learners' opinions on their training in relation to their subsequent employment experiences.
- To identify the current job status of alumni and the extent to which their jobs are appropriate to their new level of education.
- To collect proposals on how T-GATE programmes can be enhanced to be responsive to the changing needs of e-mobility in Tanzania.
- To develop a database of alumni and employers to facilitate future contacts and follow-up studies.
- To assess alumni satisfaction levels regarding the training attended.
- To interview selected trainers to assess the effectiveness of the training provided from their perspective.
- To generate lessons learned from the training programmes to inform future interventions.
- To draw concrete conclusions based on the analysis of the impact of T-GATE's training interventions.

2.2. Tasks to be carried out

In general terms, the service provider is expected to:

- Develop a work plan and validate it with the client.
- Conduct a literature review of relevant project documentation.
- Develop, present, and agree with T-GATE on a scientific methodology for the study.
- Collect reliable field data from alumni, employers, trained trainers, government officials, and trained e-mobility technicians.
- Analyse the data, compile it, and present a draft report.
- Incorporate comments and suggestions from T-GATE staff and stakeholders.
- Present the findings of the study to T-GATE and produce the final report.
- Facilitate capacity building for representatives of the targeted training institutions throughout the tracer study process to enhance their ability to conduct similar assessments beyond the T-GATE lifetime.

The above-mentioned tasks will be delivered in four batches, following the sequence described in the matrix below. Timewise, this assignment is expected to take a total of estimated **65 person days**, with work spanning from 2026 to 2028 and delivered in phases as stipulated in the matrix below:

Task	Est. Person-Days
Phase 1: Within 2 months after award	
Inception meeting and refinement of the methodology/workplan	1
Desktop review and methodology elaboration	2
Alignment and training of selected institution representatives	4
Assessment reshaping and activity planning	1
Phase 2 (Study 1): Within 4 months after award	
Field data collection – Prior T-GATE Interventions field meetings with stakeholders (interviews and focus groups with students, graduates, employees, employers, technicians)	8
Synthesis, data triangulation, validation, and report design	4
Preparation of Tracer study report	3
Report consolidation and submission	4

Phase 3 (Study 2): At least 6 months after 1st Study	
Field data collection – Follow-up 1 Tracer study field meetings with stakeholders (interviews and focus groups with students, graduates, employees, employers, technicians)	8
Synthesis, data triangulation, validation, and report design	4
Preparation of Tracer study report	3
Report consolidation and submission	4
Phase 4 (Study 3): At least 6 months after 2nd Study	
Field data collection – Follow-up 2 Tracer study field meetings with stakeholders (interviews and focus groups with students, graduates, employees, employers, technicians)	8
Synthesis, data triangulation, validation, and report design	4
Preparation of Tracer study report	3
Report consolidation and submission	4
Total duration	65

2.3. Scope of the work

The scope of work for the consultancy assignment is as follows:

The study focuses on assessing the capacity of T-GATE's target actors (college students and graduates, trained trainers/ToTs, employers, government officials, and trained e-mobility technicians) prior to its interventions, followed by subsequent assessments throughout project implementation. It is foreseen that the service provider will conduct at least 3 assessments during the contract period.

The service provider will be required to involve officials from the targeted training institutions (such as NIT, DIT, ARU, UDSM, and Bandari College) throughout the process, in order to build their capacity to conduct similar studies beyond the implementation of the T-GATE project.

Below is the list of target institutions and stakeholders foreseen for the tracer study:

Activity name	Target for Tracing	Key Metrics to Track
ToTs (15 trainers)	Trainers from vocational institutes and technical colleges	% applying new training methods - Number of trainees reached - Integration of e-mobility modules in curricula
Practical Training	Trainees from Universities and garage technicians	- Number of trainees reached - Employment rate after training - E-mobility entrepreneurial ventures
Training of 50 beneficiaries (up-/reskilling)	Trainees from transport, energy, and technical sectors	- Employment rate after training - Job relevance to e-mobility - Gender balance in employment outcomes
Training of 50 beneficiaries on 21st-century skills	Youth and professionals in e-mobility startups	- Soft skills application (communication, teamwork) - Entrepreneurial initiatives started - Collaboration with local innovation hubs
International exchange for trainers and students	Exchange participants (trainers, students)	- Knowledge transfer activities conducted - Partnerships initiated - Satisfaction and perceived learning gain
Training in the electrification of public transport (3)	Public transport operators, engineers, regulators	- Adoption of EV technologies - Operational changes in fleet management - Policy or regulatory engagement

Activity name	Target for Tracing	Key Metrics to Track
days, incl. on-site visit)		
Peer learning activities to reinforce South-South collaboration	Institutional representatives, project managers	• Number of collaborative projects initiated • Policy harmonization outcomes • Shared best practices documented
International peer learning study tours	Delegates from Tanzania and partner countries	• Lessons integrated into local projects • New partnerships formed • Replication of best practices locally

3. METHODOLOGICAL APPROACH

The approach to be used in conducting this assignment should derive from market systems analysis methodologies. The service provider will be required to develop, present, and agree with T-GATE on a scientific methodology for implementing the study that clearly spells out:

- The data collection instruments and the aspects or indicators they measure.
- The data collection approach, including an assessment of its strengths and weaknesses.
- Guidelines for data collection and measures to ensure the robustness of the data collected.
- The analytical approach that clearly measures impact.
- The approach to be taken to ensure onboarding of the appointed representatives from targeted training institutions (NIT, DIT, ARU, UDSM, and Bandari College) throughout the process, so as to enhance their capacity to conduct similar assessments in the future.

4. DOCUMENTS/RESOURCES PROVIDED BY ENABEL

Project support team

The T-GATE project will avail the following staff to participate in the Tracer study including follow-up where necessary and providing needed support to consultant aligned to the Terms in this document.

- The Project Manager
- E-mobility Experts
- Monitoring and Evaluation Officer

Technical oversight and support

Apart from the Project Manager, this tracer study is going to receive coordination support and direction from the Monitoring and Evaluation Officer who is part of T-GATE's technical expert team. He will also be providing Day to day support in coordination with the project E-mobility Experts.

5. DELIVERABLES AND PAYMENT SCHEDULE

The consultant will be required to deliver the following outputs, following which the payment schedule will be implemented as indicated hereunder:

SN	Phase	Deliverable	Description	Payment
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1.	Phase 1	• Inception report • Alignment meeting with stakeholders • Training to enumerators and target institutions	Inception report should detail preliminary analysis and assessment, methodology, and a detailed workplan for conducting the assignment.	30%
2.	Phase 2	• Draft Study 1 report • Presentation to T-GATE • Study 1 Final Report and presentation after input from T-GATE	• Data collection tools • Full access to the raw data. • Final Study 1 report • Final Study 1 presentation	40%
3.	Phase 3	• Draft Study 2 report • Presentation to T-GATE. • Study 2 Final Report and presentation after input from T-GATE	• Data collection tools • Full access to the raw data. • Final Study 2 report • Final Study 2 presentation	30%
4.	Phase 4	• Draft Study 3 report • Presentation to T-GATE. • Study 3 Final Report and presentation after input from T-GATE	• Data collection tools • Full access to the raw data. • Final Study 3 report • Final Study 3 presentation	

Three final study reports as mentioned above (1 baseline situation prior to T-GATE interventions, and 2 follow-up tracer studies). Each of these reports should be submitted while consisting of at least the following sections:

- Executive Summary: Context and key takeaways.
- Introduction: Sampling, study design, and limitations.
- Key Findings: Employment status, graduates' perceptions, employers' perceptions, skills utilization and usefulness, and impact.
- Conclusions
- Recommendations: Future interventions to enhance impact and five proposed case studies for success stories.
- Annexes: Links to raw data and data collection tools.

6. TECHNICAL OFFER

The Tenderer shall submit a technical proposal that includes, at a minimum the following elements:

Methodology	• Elaborating the approach of how the assignment will be implemented • Sampling strategy for target actors and related data collection approaches • Quality assurance strategy (data, analysis, and reporting) • Study tools to be deployed
Workplan	A concise workplan depicting the timeline of events for delivery of the expected deliverables

Cost efficiency and sustainability	Elaborate approach that will demonstrate innovative and cost-effective achievement of deliverables. That is, the tools and methodologies used for the execution of assignment should ensure continuity by supported institutions, with low to no operational cost.
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The technical proposal should not exceed 10 pages, excluding the cover page and table of contents. Only tenderers obtaining a minimum technical score of 30 points out of a maximum of 60 points will qualify for the financial evaluation.

7. TRAVEL REQUIREMENTS

For planning and pricing purposes, if applicable, tenderers shall base reimbursable flight, accommodation and visa costs on the following minimum travel requirements:

- The Team Leader shall undertake 1 mission to Dar es Salaam for 2 working days.
- The Senior Researcher shall undertake 4 missions to Dar es Salaam with a total of 14 working days.
- The 2 research Assistants shall each undertake 3 missions to Dar es Salaam with each mission lasting 4 working days.

The table below gives a more detailed breakdown on the missions and the number of days for each mission

Team member / number days per mission	Mission 1: Training	Mission 2: Data collection	Mission 3: Data Collection	Mission 4: Data Collection	Total Mission Days
Team Leader	2	0	0	0	2
Senior Researcher	2	4	4	4	14
Research Assistant 1	0	4	4	4	12
Research Assistant 2	0	4	4	4	12

6 SELECTION FILE

TECHNICAL AND PROFESSIONAL APTITUDE

1. RELEVANT EXPERIENCE

The tenderer shall provide at least two (2) client references demonstrating the successful completion, within the past five (5) years of similar consultancy assignments, such as tracer studies, labour-market studies, graduate-employment studies, education research or comparable survey-based studies.

Evidence may include contracts, purchase orders, completion certificates or reference letters from the respective clients.

2. STAFF QUALIFICATIONS AND EXPERIENCE

2.1. Team composition

Tenderers shall submit CVs for the following key expert profiles proposed as part of their team. Each proposed expert shall meet the minimum qualifications and experience requirements set out in the table below:

SN	Key Staff	Academic and technical expertise
1.	Team Leader (1)	• Bachelor's degree in the field of Social Sciences/studies or education, labor studies, market research, or other related fields. • At least 7 years of experience in leading social sciences studies, labor studies, or market research • Experience implementing evaluations or studies commissioned by INGOs, donors-funded and governments training institutions.
2.	Senior Researcher (1)	• Bachelor's degree in Statistics, data management, Economics, Development Studies or relevant discipline. • At least 5 years of experience in leading social sciences studies, labor studies, or market research • Experience in tracking and tracing skills development in Tanzania.
3.	Research Assistants (2)	• At least a diploma in social science, education, statistics or related fields. • At least 3 years of experience in field data collection, survey administration, data manipulation, aggregation, and survey management, including use of digital data collection tools. • Experience participating as a research assistant or researcher in a study involving students, graduates, education institutions, or skills development project.

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 3 of chapter 8 Forms)
- d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);
- e) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);
- f) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
- g) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 of chapter 3 Award Procedure and 6 Selection file), 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;
- h) Technical proposal;
- i) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- j) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.
- k) Incorporation certificate: The Bidder shall include in his tender the incorporation certificate from the competent authority.
- 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.
- m) 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. The Bidder registered in Belgium must be in order for the first term of 2025.
- n) 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.
- o) Financial statements: At the latest before award, the bidder must provide financial statements for the past 2 financial years (2024-2025) for the firm.

1. IDENTIFICATION FORM



Identification form Natural person

This form must be completed, signed and accompanied by a legible photocopy of the identity document.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

I. PERSONAL DATA	
FAMILY NAME(S) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box Postal code City, Region/Province Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	☐ Duly registered independent ☐ Unregistered self-employed (no official formalisation) ☐ other (please specify):
REGISTRATION NUMBER (if applicable)	

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	
DATE <i>DD MM YYYY</i>	SIGNATURE



Identification form Legal person

This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i>	

Postal code City, Region/Province Country	
TELEPHONE NUMBER	
E-MAIL	
DATE DD MM YYYY	SIGNATURE OF AUTHORISED REPRESENTATIVE



Identification form Public actor - entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION City Country	
DATE OF REGISTRATION DD MM YYYY	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE Street+ P.O. Box Postal code City, Region/Province Country	
TELEPHONE NUMBER	

E-MAIL	
DATE <i>DD MM YYYY</i>	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 1 ^{er} 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. 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.

Description	Unit	Quantity (max total of 65 person days)	Unit prices	Total price (Exclusive VAT)
Team Leader	Person-day		€	€
Senior Researcher	Person-day		€	€
Research Assistant 1	Person-day		€	€
Research Assistant 2	Person-day		€	€
Subtotal inclusive of WHT & Exclusive VAT (A)				€
WHT to be retained at source: 5% for Local bidders or 15% for international bidders (B)				€
VAT (If applicable) (C)				€
NET to be paid to the bidder (D) =(A-B+C)				€
Reimbursable costs – Local (if applicable)				
Accommodation	Lump Sum			€
Local Flight ticket	Lump Sum			€
Sub-total reimbursable – Local (E)				€
Grand Total inclusive of WHT and VAT (EUR) (A+C+E)				€
Reimbursable costs – International (if applicable)				
International flight tickets	Lump sum			€
Visa	Lump sum			€

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

- The tenderers are requested to quote for all items listed in the price form
- The use of this form to quote for prices is mandatory.
- All prices should be quoted in Euros and inclusive of any applicable withholding tax and delivery costs.
- Local transport costs shall be included in the quoted expert fees.
- The proposed number of person-days cannot exceed a total of 65 days.
- Reimbursable costs up to the maximum amounts quoted in the above price form shall only be eligible for reimbursement upon submission of adequate supporting documentation.
- Reimbursable costs – International applies exclusively to consultants travelling to Tanzania from abroad to carry out the assignment; International Reimbursable costs shall not be included in the Grand Total.
- Financial offers will be compared based on the Grand Total, excluding international reimbursable expenses.

Certified true and sincere

Done at on

Signature:

4. 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:			