TENDER SPECIFICATIONS

Public service contract for "**Advocacy Capacity Building for Women in Tech (WiT) Communities in Tanzania**"

Reference №: **TZA25001-10033**

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:	**30 November 2026** at **04:00 P.M. (EAT)/ 02:00 P.M (CET)**

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
Virginie Hallet	Country Director
Othman Boufaied	Contracts Manager

1.1. **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 Ramadhani Selemani, 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:

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**: Advocacy Capacity Building for Women in Tech (WiT) Communities in Tanzania.**

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 2 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 15 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 official platform:

(a) the Belgian Public Tender bulletin (https://www.publicprocurement.be/bda).

2.2. The following platform:

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

2.3. 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:

Ramadhani Selemani

Procurement Officer

ramadhani.selemani@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 (ramadhani.selemani@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 seventh day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 0.

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:

(a) 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) Tender form - Prices (clause 2 of chapter 8 Forms)

(c) Declaration on honour - Exclusion grounds (clause 3 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 file) 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 3 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 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 contract**, comprising both **lumpsum** and **cost reimbursement** elements.

For the lump-sum element, a fixed price covers the entirety of the expert fees.

For the cost reimbursement element, the final amount payable shall be determined based on the actual costs incurred and duly verified, in accordance with the conditions and supporting documentation specified in the tender documents

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, with the exception of the value-added tax. The VAT percentage 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.

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:

(a) Administrative management and secretariat services;

(b) Transportation, and insurance;

(c) Documentation related to the services;

(d) Delivery of documents or records associated with the performance of the contract;

(e) Packaging;

(f) Training required for operation;

(g) Where applicable, the measures imposed by occupational safety and worker health legislation;

(h) Customs and excise duties for equipment and products used.

(i) 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. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.

Consequently, the submission of tenders on paper is prohibited, and the contracting authority will only consider tenders submitted electronically.

9.3. For this public contract, tenders will be submitted electronically via the federal e-Procurement platform, which ensures compliance with the conditions of Article 14, § 7 of the Law of 17 June 2016 on public procurement.

The platform is free and open to any tenderer wishing to participate in public procurement.

9.4. **The tender must be submitted before 30 November 2026, at 04:00 P.M. (EAT)/02:00 P.M. (CET).**

9.5. Follow the 2 steps below to create an account:

1) Register as a new user;
2) Creating your enterprise.

9.6. The format of the documents should be .pdf or equivalent.

9.7. Please refer to the following link for instructions on how to submit tenders.

9.8. By transferring his tender by electronic means the tenderer accepts that the data of his tender are registered by the reception device.

9.9. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by mail or 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 mail or email will be discarded.**

9.10. You can also contact the e-Procurement helpdesk on +32 (0)2 740 80 00 or via the contact form.

10. TENDER SIGNATURE

10.1. The tenderer is not required to sign the tender and its annexes individually when uploading them to the electronic platform.

These documents shall be signed globally by affixing an electronic or scanned hand-written signature on the accompanying submission report.

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 **30 November 2026** at **04:00 P.M. (EAT)/ 02:00 P.M (CET)**.

11.2. Tenders are opened behind closed doors via the e-Procurement platform.

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 3 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:

(a) all participants submitting a joint bid as a consortium of economic operators;

(b) 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:

Criteria	Points
Technical Proposal (A)	**60**
• Implementation Strategy and Work Plan (Detailed Timeline, Theory of change, and Activity Schedule)	10
• Methodological Approach (advocacy curriculum and Policy Champions; live accompaniment; government engagement; agenda consolidation linked to finance, markets and online safety; policy-influence monitoring; MEL) together with the coordination approach with other SO1 tenders.	20
• Tools, Frameworks and Language Plan (EN/SW delivery; local grounding; IP and reuse)	10
• Risk Management Plan	10
• Sustainability and Knowledge Transfer	10
Price (B)	**40**
TOTAL (A+B)	**100**

15.2. Only technical offers that obtain a minimum technical score of 40 out of 60 points shall qualify for the financial evaluation.

15.3. **Price Points Calculations:**

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

Scoring Formula: Bid A Score = (Total price of the lowest bid/ Bid A Price) x 40

All other offers will be scored proportionally using this formula.

15.4. 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

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.

These tender specifications derogate from the following Article of the "GIR":

SECTION (A) - GENERAL

1. 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.

2. MANAGING OFFICIAL (ART. 11)

2.1. The managing official for this public contract is **Wende Mhidze**, **Expert, Gender Inclusive Digital Entrepreneurship**, email: wende.mhidze@enabel.be. The managing official is responsible for overseeing the performance of the contract.

2.2. 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.

2.3. 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.

2.4. 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 0 of chapter 1 General Remarks.

2.5. 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.

3. CONFIDENTIALITY (ART. 18)

3.1. 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.

3.2. 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.

4. PROTECTION OF PERSONAL DATA

4.1. **Processing of personal data by the contracting authority**

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for 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.

4.2. **Processing of personal data by the service provider**

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

For any processing of personal data carried out in connection with this public contract, the 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.

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

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

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

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

5.1. The Contracting Authority shall **acquire all** intellectual property rights in the assignment-specific deliverables created or developed specifically in the performance of this public contract.

5.2. Unless otherwise specified in the procurement documents, 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.

5.3. For the avoidance of doubt, the transfer of intellectual property rights under this clause does not extend to software, platforms, tools, methodologies, know-how or other intellectual property owned or developed independently by the service provider prior to the public contract or outside its performance (“Pre-existing IP”). Such rights remain vested in the service provider or its licensors. Where the services rely on such Pre-existing IP, the service provider shall ensure that Enabel benefits from a non-exclusive, worldwide, perpetual, irrevocable and royalty-free licence to use, access, operate, reproduce and modify the deliverables incorporating such Pre-existing IP, to the extent necessary for its internal and programme-related purposes. To the extent that the deliverables depend on such Pre-existing IP, the service provider shall ensure that Enabel enjoys sufficient user, access, portability and transition rights to fully benefit from the deliverables

and to migrate its assignment-specific content and configurations to another solution upon termination of the contract.

5.4. Without prejudice to the foregoing, Enabel shall own all assignment-specific deliverables, including data, documentation, training materials, reports, configurations and other outputs produced under the public contract.

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

6.1. No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. 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

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

8.1. **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”).

8.2. **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.

8.3. **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.

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

Price revisions are not allowed under this contract.

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

10.1. 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.

10.2. 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.

10.3. When activities are suspended, based on this clause 10.3, 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.

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

(a) 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;

(b) 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;

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

11. UNFORESEEABLE CIRCUMSTANCES

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

11.2. 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 11. 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.

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

12.1. 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.

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

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

(b) 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".

12.3. 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.

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

13.1. 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.

13.2. 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 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

14. ORDER FORMS (ART. 146)

14.1. Performance of the public contract depends on the notification of one or more orders.

14.2. The contract can only be performed after an order form to that effect has been transmitted by the managing official via e-mail.

15. DEADLINES AND TERMS (ART. 147)

15.1. The service provider must complete the services within **427 (four hundred and twenty-seven) calendar days**, starting from **the day to be set in an order form**.

16. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following locations:

COUNTRY	REGIONS
TANZANIA	Dar es Salaam
	Arusha
	Zanzibar
	Iringa

17. INSPECTION OF THE SERVICES (ART. 150)

17.1. 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.

17.2. 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.

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

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

18.2. 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

19. FAILURE OF PERFORMANCE (ART. 44)

19.1. 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).

19.2. 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.

19.3. 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”.

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

20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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.

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

21.1. 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 21.2 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.

21.2. 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

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

22.1. 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.

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

22.3. 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 23).

22.4. 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.

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

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

23.1. 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.

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

23.3. The service provider sends (one copy only of) the invoices and the contract acceptance report(s) (original copy) to the following address: **Tanzania.admin@enabel.be copying wende.mhidze@enabel.be**.

23.4. Payments shall be made in accordance with the payment schedule set out in the Terms of Reference (Clause 6, Chapter 5), subject to acceptance of the corresponding deliverables and receipt of a duly established invoice.

24. ADVANCE PAYMENTS

24.1. No advance payment will be granted under this public contract.

5 TERMS OF REFERENCE

1. BACKGROUND AND JUSTIFICATION

General Overview of the AEDIB 2.0 Project:

The Africa-Europe Digital Innovation Bridge 2.0 (AEDIB 2.0) is a regional programme implemented under the European Union's Global Gateway strategy and the Team Europe Initiative on Digital Economy and Society (D4D) for Sub-Saharan Africa. Its overall objective is to strengthen digital transformation and the green transition between Africa and Europe, laying the foundations for a future single market for digital innovation across the two continents and positioning the European Union as a reference partner for Africa by improving policy frameworks, reinforcing digital innovation ecosystems and innovation-support organizations, and easing access to finance for innovative and women-led ventures.

AEDIB 2.0 is delivered by a Team Europe consortium including Expertise France, Enabel, ESTDEV, GIZ, the Netherlands Enterprise Agency (RVO), HAUS Finnish Institute for Public Management and Smart Africa, and works across 14 Sub-Saharan African countries. The programme is structured around complementary Strategic Objectives covering (i) digital-entrepreneurship and innovation policy, (ii) building, strengthening and connecting digital innovation ecosystems, and (iii) improving access to finance for innovative ventures. As part of the broader Team Europe action, Enabel contributes to Strategic Objectives 1 (SO1) and 2 (SO2), with a specific focus on promoting women's digital entrepreneurship and supporting an inclusive and circular digital economy, and implements its component across Tanzania, Uganda and Senegal over the period 2026-2028. This particular assignment is delivered in Tanzania.

Further information on the programme is available at the EU D4D Hub initiative page - Africa-Europe Digital Innovation Bridge (https://d4dhub.eu/initiatives/africa-europe-digital-innovation-bridge).

2. OBJECTIVES OF THE PUBLIC CONTRACT AND EXPECTED RESULTS

Objectives of the Public Contract

The general objective of this tender is to strengthen the advocacy capacity of the Women in Tech (WiT) communities mapped under AEDIB 2.0 in Tanzania, so that they can convert the concrete barriers their members face - access to finance, access to markets and online safety - into evidence-grounded, member-driven advocacy that reaches and influences the decision points of the national digital-entrepreneurship policy cycle, and, where relevant, continental and international policy forums. The assignment develops a cohort of Policy Champions, an owned advocacy curriculum, and structured engagement with government and public institutions.

This tender corresponds to AEDIB 2.0 Strategic Objective 1 (SO1) activity area (iii) advocacy capacity building of the women in tech communities and forms part of the wider set of SO1 activities, namely: (i) mapping, profiling and needs assessment of WiT communities; (ii) institutional capacity building of WiT communities; (iii) design, build and operation of a continental WiT community platform; (iv) advocacy capacity building of the women in tech communities; (v) development of a women digital-entrepreneurship barometer methodology; (vi) data-collection trainings and support to public institutions for gender-disaggregated data; and (vii) facilitation of continental and international WiT events, delegations and peer-learning convenings.

Several of the SO1 activity areas are procured under separate AEDIB 2.0 contracts, with which the selected firm shall coordinate but whose deliverables it shall not duplicate. In particular, the institutional capacity-building contract facilitates communities to produce community-owned, evidence-grounded advocacy agendas; the continental WiT platform carries community membership and member-driven evidence (including a friction-diary feature); the women digital-entrepreneurship barometer supplies the data behind advocacy; and the data-collection trainings strengthen public institutions to produce gender-disaggregated evidence. This assignment builds the Policy Champions, curriculum and government-engagement capability that carries those agendas and that evidence into policy processes. The specific objectives, scope and deliverables through which the general objective is to be achieved are set out in Sections below.

Rationale and Purpose of the Assignment

This Tender document has been informed by a market consultation conducted in June - July 2026, to which advocacy, policy-reform, capacity-building and ecosystem organizations operating in and beyond the region responded. That consultation surfaced a set of guiding principles that the assignment should reflect. These principles describe what Enabel values in the approach; they are not a prescribed method. Bidders are encouraged to engage with them thoughtfully and to propose, in their technical offer, the methodologies, tools and delivery models they consider most effective for achieving the intended results.

- Live engagement over classroom simulation. Champions are developed by being placed in real policy processes and accompanied through them, not taught about advocacy in the abstract. The offer should show how the provider will connect champions to live national (and where relevant continental) policy moments rather than relying on workshop role-play alone.

- Grassroots energy meeting institutional authority. Durable reform happens where community energy connects to reform-minded officials and decision-makers. The offer should show how the provider will convene WiT founders, ecosystem intermediaries and public officials into working relationships and coalitions that outlast individual events.

- Evidence-grounded advocacy. Champions who argue from data are effective; champions with training but no evidence are not. The offer should show how the provider will draw on the AEDIB 2.0 barometer, mapping and community friction evidence so that advocacy asks are anchored in the finance, markets and online-safety barriers members actually face.

- Facilitation and co-creation over prescription. Advocacy agendas and priorities must be community-defined and community-owned. The provider should facilitate communities and champions to shape their own priorities and messages rather than importing a ready-made policy platform.

- Participation that translates into decisions. Engagement must guard against 'participation-washing' and convert dialogue into concrete, trackable policy outcomes. The offer should describe how participation is designed to produce decisions, commitments and follow-through, not attendance.

- Language and cultural grounding. Genuine engagement in Kiswahili as well as English is essential in Tanzanian rooms - including formal legal and policy Kiswahili - as this materially changes who speaks and how communities outside Dar es Salaam participate. Bidders are invited to describe how they will ensure linguistic and cultural fit.

- Sustainability through a durable local coalition. An external provider should not be the ongoing advocacy mechanism. The offer should indicate how it will leave behind local advocacy facilitators and a self-sustaining coalition able to keep carrying the WiT advocacy agenda forward beyond the contract.

- Building on what already exists. The offer should recognize and build on existing champions, networks and assets - including AEDIB methodologies and relationships, prior mappings, and continental networks such as Smart Africa, the Global Entrepreneurship Network and Pan-African policy platforms rather than starting from scratch.

- Clear coordination with parallel workstreams. The institutional capacity-building contract, the continental WiT platform, the women digital-entrepreneurship barometer, and the data-collection trainings for public institutions are procured under separate AEDIB 2.0 contracts. The offer should show how the provider will receive community-owned advocacy agendas from the institutional contract and draw evidence from the barometer and platform without duplicating their deliverables.

In responding, bidders are encouraged to articulate their own approach to these principles, and to highlight what is distinctive about the way they would deliver the assignment.

The purpose of the assignment is to leave the Tanzanian WiT communities with a cohort of trained, evidence-equipped Policy Champions; an owned advocacy curriculum they can re-run; a consolidated national WiT advocacy agenda grounded in the concrete barriers members face in access to finance, markets and online safety; live, working relationships with the public institutions that shape those barriers; a documented record of the policy influence achieved; and the local facilitation capacity and coalition arrangements needed to keep advocating once the contract ends. How these outcomes are

reached - the curriculum, the champion-development model, the government-engagement approach and the sustainability mechanisms, is for the bidder to propose.

Expected Outcomes and Impact

The intervention aims to produce measurable results across multiple levels:

- **Champion level:** a cohort of Policy Champions drawn from the Tanzanian WiT communities is able to analyse policy problems, frame evidence-based positions, identify the right decision points, and engage committees, officials and public fora with confidence and in the relevant language.
- **Curriculum level:** a community-owned, reusable advocacy curriculum and facilitator guide exists in English and Kiswahili, allowing the communities and local facilitators to re-run champion development after the contract ends.
- **Government-engagement level:** structured, sustained relationships and policy dialogues exist between WiT communities and the public institutions that shape women's participation in the digital economy, replacing one-off, personality-dependent contact.
- **Advocacy-agenda level:** a consolidated national WiT advocacy agenda - built up from the community-owned agendas produced under the institutional capacity-building contract - is grounded in evidence of the concrete barriers members face (finance, markets, online safety) and feeds the wider AEDIB 2.0 policy workstreams with legitimate, member-driven priorities.
- **Influence level:** policy influence is tracked rather than asserted - access achieved, positions submitted, text adopted and institutional decisions are documented, with media and public reach evidenced where relevant.
- **Sustainability level:** a trained cohort of local advocacy facilitators and an identified coalition or backbone arrangement carries the advocacy practice forward beyond the AEDIB 2.0 funding period.

3. SCOPE OF WORK

The consultancy services under this assignment will focus on the following key areas. The provider is expected to facilitate communities and champions in shaping their own advocacy priorities and building their own capability rather than delivering a pre-packaged policy platform, in keeping with the market-consultation findings, the budget and the timeline.

3.1 Inception, Advocacy Landscape and Baseline Analysis

- Conduct an inception meeting with Enabel and confirm understanding of the assignment, the AEDIB 2.0 WiT mapping data, the community-owned advocacy agendas emerging from the institutional capacity-building contract, the other parallel SO1 contracts, and the Tanzanian country focal points.
- Carry out an advocacy landscape analysis and baseline advocacy-capacity assessment across the participating Tanzanian WiT communities: existing champions and advocacy practices, current access to decision points, the national policy cycle and the institutions that shape access to finance, markets and online safety, and the forces for and against WiT advocacy - building on, not repeating, the mapping, profiling and needs-assessment outputs of the parallel contracts.
- Finalize the advocacy curriculum outline, the champion-selection approach, the training of trainers approach, the government-engagement plan, the coordination interfaces with parallel SO1 contracts, the language plan (English and Kiswahili), and the assignment MEL framework, including the baseline against which champion capability and policy influence will be measured.
- Submit an Inception Report, including the advocacy landscape and baseline synthesis, to Enabel for validation prior to curriculum finalization and champion recruitment.

Note: *Proposals must describe the advocacy-landscape and baseline methodology, confirm the number of communities and the indicative number of champions to be engaged, and set out how the provider will avoid duplicating the mapping, profiling and needs-assessment outputs of the parallel contracts.*

3.2 Advocacy Curriculum and Policy Champions Programme Design

The provider shall design, in a facilitated and community-informed manner, an advocacy curriculum and a Policy Champions programme covering, at minimum:

- Policy analysis and problem framing - translating members' lived barriers in finance, markets and online safety into clearly framed policy problems and asks.
- Institutional and decision-point mapping - identifying where in the national policy cycle decisions on the relevant issues are actually taken, and which institutions, committees and officials hold them.
- Evidence, position papers and policy briefs - developing evidence-based positions drawing on the AEDIB 2.0 barometer, mapping and community friction evidence, and drafting concise, decision-maker-ready briefs.
- Coalition building, negotiation and committee-level engagement - convening allies, and preparing champions to engage officials and committees credibly.
- Media and public communication in local language - carrying advocacy messages to relevant publics in Kiswahili and English, including through radio and digital channels where appropriate.
- Monitoring of policy influence - tracking access, submissions, adoption and decisions so that champions can see and learn from their own influence.

Note: *The curriculum and facilitator guide shall be delivered in English and Kiswahili, using narrative and dialogic methods where appropriate, and shall be community-owned and reusable (see 3.9). The champion cohort shall be selected from the participating Tanzanian WiT communities on transparent criteria agreed with Enabel; a minimum of four (4) Policy Champions shall be enrolled.*

3.3 Policy Champions Development and Live Accompaniment

- Deliver the Policy Champions programme through a blend of in-person workshops and virtual sessions, complemented by coaching and accompaniment cycles rather than one-off training events.
- Place and accompany champions in real, live policy processes - national consultations, committee engagements, policy dialogues and, where relevant, continental or international fora - so that advocacy capability is built through practice, not simulation.
- Support champions to produce their own advocacy artefacts (position papers, policy briefs, submissions) grounded in the finance, markets and online-safety barriers members face.

Note: *A minimum of four (4) in-person advocacy workshops shall be delivered, complemented by virtual sessions and coaching cycles. Each enrolled champion shall be supported to engage in at least one live policy process during the assignment.*

3.4 Government and Public-Institution Engagement

- Facilitate structured policy dialogues and government engagement workshops that bring WiT communities and their champions into working contact with the public institutions shaping women's participation in the digital economy, indicatively including the relevant ministries and agencies covering ICT, industry, trade and investment, finance, statistics and online safety.
- Support the establishment of durable relationships and coalitions between WiT communities, ecosystem intermediaries and reform-minded officials, so that engagement continues beyond individual events.
- Prepare communities and champions for engagement opportunities arising through AEDIB 2.0 (platform launch events, policy dialogues, peer-learning convenings) and coordinate with the parallel SO1 contracts so the contracts reinforce rather than duplicate one another.

Note: *A minimum of one (1) policy dialogues or government-engagement workshops shall be delivered. This assignment does not deliver the institutional co-design of community structures, the platform, the barometer or the data-collection trainings for public institutions; those are procured separately. The*

deliverable here is champion capability, government relationships and evidence-grounded advocacy in action.

3.5 Consolidating the National WiT Advocacy Agenda

- Receive the community-owned advocacy agendas produced under the parallel institutional capacity-building contract and facilitate the communities and champions to consolidate them into a single national WiT advocacy agenda for Tanzania - with clear priorities and asks - ensuring the agenda remains community-defined rather than externally prescribed.

- Ensure the consolidated agenda is explicitly linked to the concrete barriers members face in access to finance, access to markets, and online safety, and is grounded in the available AEDIB 2.0 evidence (barometer, mapping, community friction evidence).

- Validate the consolidated agenda with the communities and feed it into the wider AEDIB 2.0 policy workstreams and continental positioning, coordinating with the regional WiT alliance work under parallel contracts.

3.6 Continental and International Policy Positioning

- Support the Tanzanian WiT communities and champions to carry their consolidated advocacy agenda into relevant continental and international policy channels - indicatively African Union organs and mechanisms, the East African Community, Smart Africa, continental entrepreneurship-policy platforms and, where appropriate, UN mechanisms - framing women's digital-economy exclusion as an economic-rights and non-discrimination issue.

- Prepare champions and community representatives for at least one continental or international positioning opportunity during the assignment, accompanying them through the engagement where feasible.

- Build on existing AEDIB 2.0 assets, relationships and continental networks rather than establishing new ones, and coordinate with parallel AEDIB 2.0 events and convening arrangements for logistics where applicable.

3.7 Policy-Influence Monitoring, Media and Public Communication

- Establish and maintain a policy-influence tracking log recording engagement, access achieved, positions submitted or text adopted and institutional decisions, so that influence is documented rather than asserted.

- Where relevant, monitor whether advocacy messages reached the intended institutions and publics, using media and public-communication evidence, and support champions to communicate in Kiswahili and English through appropriate channels.

- Use outcome-oriented methods (for example outcome harvesting or most-significant-change) suited to advocacy, where attribution is genuinely contestable, substantiating harvested outcomes with documentary evidence.

3.8 Local Advocacy Facilitation, Handover and Sustainability

- Identify, train and mentor a cohort of local advocacy facilitators emerging from the communities and the champion programme itself, able to re-run champion development and advocacy facilitation independently. A minimum of four (4) local facilitators shall be trained.

- Identify and support a coalition or backbone-support arrangement, ideally an existing local network or institution able to convene the communities and sustain joint advocacy after the contract ends, specifying the capacities required.

- Conduct a structured handover to Enabel, community leads, the champion cohort, local facilitators and the backbone arrangement, with documentation in English and Kiswahili.

- Submit a Final Report documenting the process, champion-capability progression against the baseline, the consolidated advocacy agenda, policy-influence evidence, lessons learned and the sustainability arrangements.

3.9 Intellectual Property, Data and Reuse

All assignment-specific deliverables - the advocacy landscape and baseline syntheses, the advocacy curriculum and facilitator guide, champion artefacts, position papers and briefs, the consolidated national WiT advocacy agenda, the policy-influence log, MEL outputs and reports; shall be owned by Enabel and available to reuse, adapt, translate and share freely across the AEDIB 2.0 programme countries and with the communities themselves. Where the provider draws on pre-existing proprietary curricula, frameworks or methodologies, the bidder must disclose this clearly and specify licensing terms that permit translation, adaptation and continued use by Enabel, the local facilitators and the communities beyond the contract, without lock-in. Community-level data gathered during the assignment shall be handled under a data-protection approach compliant with the Tanzania Personal Data Protection Act, 2022, and the provider shall be willing to enter a Data Processing Agreement with Enabel

4. METHODOLOGICAL APPROACH

Implementation and Programme Sustainability

The success of the assignment hinges on trust-based community engagement, cultural and linguistic fit, credible access to policy processes, and disciplined coordination with the parallel SO1 contracts - in particular the institutional capacity-building contract that produces community-owned advocacy agendas, and the barometer and platform contracts that supply the evidence base. The selected firm shall appoint a dedicated team leader responsible for managing timelines, deliverables and communication with Enabel and the WiT focal points in Tanzania.

A structured Monitoring, Evaluation and Learning framework shall combine a baseline advocacy-capacity assessment with adaptive learning methods, tracking champion capability progression, participation, policy engagement and community-defined success measures. Sustainability shall be reinforced through:

- A trained cohort of local advocacy facilitators, developed through the delivery process itself (train-the-trainer), able to run the champion-development and advocacy-facilitation processes independently. The curriculum should aim at training WiT communities in policy analysis, evidence gathering, gender-responsive (digital entrepreneurship) policymaking, and strategic communications.
- Community-owned artefacts - the advocacy curriculum, facilitator guide, position papers, policy briefs and the consolidated national WiT advocacy agenda - produced in English and Kiswahili.
- An identified coalition or backbone-support arrangement (an existing local network or institution) able to convene the communities and sustain joint advocacy after the contract ends.
- A structured handover to Enabel, community leads, the champion cohort and the local facilitators, with documentation in English and Kiswahili.

5. PROVISIONAL WORK TIMETABLE

This contract will be executed within 427 calendar days from the date of reception of the award notification. This validity period defines the overall contractual envelope within which the services are delivered, accepted and administratively closed, and is set within the AEDIB 2.0 programme implementation period (2026-2028).

6. DELIVERABLES AND PAYMENT SCHEDULE

The service provider must submit the following deliverables throughout the execution of the assignment, as per the following payment schedule:

Deliverable	Description	Estimated Timeline (Months)	Person-Days	Payment Schedule (%)
Inception report	Report on the advocacy landscape analysis and baseline advocacy-capacity assessment of the Tanzanian WiT communities; validated curriculum outline, champion-selection approach, Training of trainers approach, government-engagement plan, coordination interfaces, language and MEL plan. Minimum output: Inception Report (incl. advocacy landscape and baseline synthesis) submitted and approved by Enabel.	2.0	15	**20%**
Advocacy Curriculum and Policy Champions Programme Design	Co-designed advocacy curriculum and Policy Champions programme in English and Kiswahili; champion cohort selected on agreed criteria. Minimum outputs: validated curriculum and facilitator guide.	3.0	20	**25%**
Policy Champions Development, consolidated national WiT advocacy agenda and government engagement plan	Conduct policy advocacy workshops in the selected regions. Minimum outputs: at least four (one per region) local facilitators trained, a champion cohort of at least four (4) confirmed. Record evidencing at least four (4) champions completing the cycle and each engaging in at least 1 live policy process; reports on at least one (1) policy government workshop; validated national advocacy-agenda document (EN/SW) linked to finance, markets and online-safety barriers; running policy-influence tracking log etc.	6.0	40	**35%**
Local-facilitator handover, and Final Report	Minimum outputs: policy-influence log; documentation and structured handover in English and Kiswahili; Final Report (including champion capability progression, trained facilitators, advocacy products (such as position papers, documentation on barriers faced by women in digital entrepreneurship), lessons learned and sustainability plan.	3.0	20	**20%**
TOTAL		**14**	**95**	**100%**

7. TRAVEL REQUIREMENTS

7.1 For planning and pricing purposes, tenderers shall base reimbursable travel costs on the following minimum requirements:

1.1. Team Leader / Advocacy Capacity-Building Lead shall undertake one mission to Tanzania lasting a maximum of five (5) working days per region (i.e. a maximum of 20 mission days across the 4 regions), for the in-person launch workshops and community facilitation in the selected regions (Dar es Salaam, Zanzibar, Arusha and Iringa). At least one workshop per region should be conducted in person. The first inception meeting can be carried out virtually.

1.2. The Facilitation & Training Specialist (Kiswahili / English) shall undertake one mission to Tanzania lasting a maximum of five (5) working days per region (i.e. a maximum of 20 mission days across the 4 regions), for the in-person launch workshops and community facilitation in the selected regions (Dar es Salaam, Zanzibar, Arusha and Iringa). At least one workshop per region should be conducted in person. The first inception meeting can be carried out virtually.

Missions may cover several women in tech communities in secondary cities. The secondary cities are subject to change by the Managing Official. Mission durations exclude international travel days.

8. TECHNICAL OFFER

The Technical Offer is where the applicant firm sets out how it will deliver the assignment. Building on the guiding principles in Section 1.4, it should demonstrate the firm's own approach, methodology, and capacity to achieve the intended results rather than restating the requirements of this tender document. The Offer should include, at minimum, the following elements:

- **Implementation Strategy and Work Plan:** a clear, step-by-step plan describing how the firm will baseline, design the curriculum, develop and accompany champions, engage government, consolidate the advocacy agenda and hand over, showing dependencies between phases and realistic time allocations.

  Bidders must include a Theory of Change or capacity pathway illustrating how the proposed curriculum, champion-development and government-engagement approach will lead to evidence-grounded, member-driven advocacy with demonstrable policy influence.

- **Detailed Timeline and Activity Schedule:** a structured timeline integrating all phases from inception to handover, indicating milestones, deliverables, in-person workshop windows, policy-dialogue windows and engagement periods for consultation and feedback.

- **Methodological Approach:** The proposal should clearly outline the firm's methodology for designing and delivering the advocacy curriculum, which will equip Women in Tech (WiT) communities with skills in policy analysis, evidence generation, gender-responsive digital entrepreneurship, policymaking, and strategic communications. It should also describe the approach to developing a Policy Champions Programme; providing hands-on accompaniment during live policy processes; engaging government institutions and other public-sector stakeholders; and strengthening a national WiT advocacy agenda focused on access to finance, market opportunities, and online safety. In addition, the methodology should detail mechanisms for policy influence monitoring, as well as monitoring, evaluation, and learning (MEL). For each component, the proposal should specify the expected outputs, stakeholder engagement strategies, and pathways for participation. The approach should further demonstrate how WiT communities will be supported to develop advocacy products, position papers, policy briefs, and evidence-based analyses that highlight barriers and opportunities for women in digital entrepreneurship.

  A concrete coordination approach towards the parallel SO1 contracts (institutional capacity building; platform; barometer; data-collection trainings) is required, indicating interfaces and handover points - in particular how community-owned advocacy agendas will be received and how barometer and platform evidence will be used.

- **Tools, Frameworks and Language Plan:** the frameworks, assessment instruments and facilitation resources to be used, their IP and reuse terms under 2.9, and the English/Kiswahili delivery and local-partnering arrangements.

  Proposals should demonstrate a deep understanding of the Tanzanian policy ecosystem and gender context, and credible access to relevant policy processes; where the bidder lacks in-country presence or language capacity, name the local partners through which delivery will be assured.

- **Risk Management Plan:** potential risks and challenges affecting engagement, adoption, policy access and coordination with parallel AEDIB 2.0 contracts, with mitigation measures and contingency actions.

- **Sustainability and Knowledge Transfer:** how the champion cohort, local facilitators and coalition/backbone arrangement will sustain outcomes beyond the assignment, including documentation and handover.

Bidders are encouraged to present a distinctive, well-justified approach. Offers will be assessed on the clarity, coherence and credibility of the proposed methodology rather than on the restatement of these requirements.

The Technical Offer shall not exceed fifteen (15) A4 pages, excluding the front page, table of content and annexes.

6 SELECTION FILE

TECHNICAL AND PROFESSIONAL APTITUDE

1. STAFF QUALIFICATIONS AND EXPERIENCE

1.1. The tenderer shall submit the CVs of the proposed experts demonstrating that they meet the minimum qualification and experience requirements set out below:

S/No	Expert	Minimum Qualification Requirement
1	Team Leader / Advocacy Capacity-Building Lead	• Holds at least a bachelor's degree in law, public policy, political science, development, or a related field. • At least eight (8) years of professional experience in advocacy, policy engagement, or public-policy capacity building.
2	Facilitation and Training Specialist (Kiswahili / English)	• Holds at least a bachelor's degree in a relevant field. • Has delivered at least two (2) community facilitation, training-of-trainers or capacity-building assignments. • Has professional working proficiency in English and Kiswahili.

1.2. The Contracting Authority reserves the right, at any stage of the procurement process, to request documentary evidence supporting the academic qualifications and professional experience declared by the Tenderer. Failure to provide satisfactory evidence upon request may result in the exclusion of the Tenderer from the procedure.

1.3. For ease of reference, the academic qualifications and years of experience required for each expert are grouped in the table above. The required degrees and other requirements shall be assessed as selection requirements, while the minimum years of professional experience shall be assessed during the regularity check of the CVs.

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) Tender form - Prices (clause 2 of chapter 8 Forms)

(c) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 3 of chapter 8 Forms);

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

1. CVs of the proposed Expert.

(e) Technical Offer

(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) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

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

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

(k) **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.

(l) **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.

(m) **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.

(n) Financial statements for the last two (2) financial years (2024 and 2025).

8 FORMS

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) *As indicated on the official document.*	
FIRST NAME(S) *As indicated on the official document.*	
DATE OF BIRTH *DD MM YYYY*	
PLACE OF BIRTH *(town, village)*	
TYPE OF IDENTITY DOCUMENT *(identity card, passport, driving licence etc.)*	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
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 *DD MM YYYY*	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 *As indicated on the official document.*	
COMMERCIAL NAME *(if different from official name)*	
ABBREVIATION *(if applicable)*	
LEGAL FORM	
TYPE OF ORGANISATION *(Delete as appropriate)*	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER *(if applicable)*	
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 *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 *As indicated on the official document.*	
ABBREVIATION *(if applicable)*	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER *(if applicable)*	
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 *DD MM YYYY*	SIGNATURE OF AUTHORISED REPRESENTATIVE

2. 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.

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications TZA25001-10033 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in Euros and inclusive of VAT.

Expert Category	Unit	Quantity (max total of 95 person-days)	Unit price	Total price Excl. VAT
Team Leader / Advocacy Capacity-Building Lead	person-day		€	€
Facilitation and Training Specialist (Kiswahili / English)	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			€
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 prices is mandatory.
- All prices should be quoted in Euros (€) and inclusive of all applicable taxes (including withholding tax) and any other costs including accommodation, workshop logistics, training materials, local transport or other implementation costs.
- The reimbursable costs shall be paid up to the maximum amount quoted in the Price Form, upon submission of the relevant supporting documentation. Reimbursable costs include flights, accommodation and visa. All other costs should be included in the expert fees.
- The Price comparison shall base on the Grand Total Price
- The total number of proposed person-days for the assignment shall not exceed Ninety-five (95) person-days.
- Tenderers are deemed to have considered all taxes, duties, and fiscal obligations that may arise in Tanzania.
- Reimbursable Costs – International applies exclusively to consultants traveling to Tanzania 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.
- No alterations, amendments, or modifications shall be made to this form, other than completing the applicable amounts and prices in the designated fields.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

3. 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:			