



**Request for price quote for Consultancy
Services**

**‘Analysis for supporting the upgrading of
training facilities and capacity for Tabora
Beekeeping Training Institute’**

TAN180351T/2021/002

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1 Object of the request

Object of the request	
Consultancy for Conduct an analysis for supporting the upgrading of training facilities and capacity for Tabora Beekeeping Training Institute	
Enabel Reference number	TAN180351T/2021/002

2 Instructions to tenderers

Contact person during the tendering procedure	
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Deadline for receiving questions	5th of December 2021, at 5 pm EAT. (*)
FAQ	All answers will be published on 8th December 2021 at https://btctanzania.wordpress.com/

RECEPTION REGARDING THE TENDERS			
RECEPTION OF TENDERS:	DATE:	10th of December 2021, at 5 pm EAT.	
	PLACE:	By email to: procurement.tza@enabel.be	
VALIDITY PERIOD OF THE TENDER:		90 days	

3 Terms of reference

DELIVERY / PERFORMANCE DEADLINE / DURATION	
<Desired/Obligatory> date of output:	14 billable days for a research span of 4 weeks after the award by the contracting authority.
Date proposed by the tenderer:	____ / _____ / _____

Contact Person for technical matters	
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3.1 General information

3.1.1 About the Belgian Development Agency (Enabel)

Enabel, the Belgian development agency, is an agency of the Belgian government. The agency executes the Belgian governmental cooperation projects as well as projects funded by other donors such as the European Union. In Tanzania, Enabel primarily implements projects in the domains of agriculture, water, and sanitation. Recently, Enabel has been engaged by the European Union Delegation in Tanzania to implement the Beekeeping Value Chain Support project. This project will cover the island of Pemba as well as the mainland regions of Katavi, Kigoma, Tabora, Shinyanga and Singida.

3.1.2 Background to the project

Within the last two decades the beekeeping sector in Tanzania has shown accelerated growth. The demand for honey and beeswax exceeds the supply against a background of high global demand which is expected to grow even further. There is a huge area of forest and woodlands in Tanzania that is ideal for developing the beekeeping industry. At the same time, beekeeping contributes to the sustainable environmental management, reduction of deforestation and to climate change adaptation by providing alternative income sources in climate vulnerable areas. The Government of Tanzania increasingly acknowledges the importance of the beekeeping sector to income generation, trade and conservation of biodiversity and forest and woodlands.

Meanwhile, honey produced in Tanzania is generally considered to be of low quality and production varies across seasons due to variations in rainfall distribution. The supply of raw honey to aggregators and processors has many challenges. Most processing units are performing poorly and are highly under-utilized due to lack of business skills, aggregation capital and inadequate equipment and infrastructure. However, there are some examples of well-performing supply chains linked to privately owned processing units that have effective quality control and management systems which make them competitive for export markets such as EU and USA.

The beekeeping value chain still has many constraints which are, among others, related to limited capacity of value chain actors and their poor coordination, weak performance of value chain service providers and the lack of an adequate enabling environment. The institutional capacity for demand-driven research and quality assurance needs further strengthening. The Ministry of Natural Resources and Tourism (MNRT), responsible for the development of the beekeeping sector, considers that the lack of adequate and appropriate processing and storage facilities, together with other constraints that restrict the marketing of honey, is one of the factors that hinder beekeeping sector development.

Within this context, the EU, under the 11th EDF National Indicative Programme for Tanzania, is financing the Action to support the enhancement of the beekeeping industry's contribution to inclusive economic growth in Tanzania. The action, hereafter referred to as the Beekeeping Value Chain Support (BEVAC) project, will improve the beekeeping value chain through enhanced quality production, value addition of bee products and strengthen trade and market access to local, regional, and international markets.

The intervention area for the Action covers the mainland regions of Tabora, Kigoma, Katavi, Singida, Shinyanga, and the whole of Pemba Island.

3.1.3 Objectives and expected outputs of the beekeeping value chain support project

The specific objective of the project is: Quality honey produced in an environmentally sustainable manner leads to increased market penetration.

For achieving the specific objective of the project, the following three expected outputs will be pursued as follows:

Expected Output 1: Institutional capacity and enabling environment for beekeeping value chain actors is strengthened, while enhancing women's empowerment

Expected Output 2: Capacities of beekeeping value chain actors improved, and management of bee reserves and apiaries enhanced

Expected Output 3: Market access and trade of bee products strengthened

For expected output 1 the project seeks to achieve the following sub-outputs:

- Policy and regulatory framework reviewed and upgrading strategy for value chain developed.
- Strengthened institutional capacity for training, extension, education, quality assurance and demand-driven research & innovation.
- Effective knowledge management.

For expected output 2 the project seeks to achieve the following sub-outputs:

- Increased quality honey production capacity.
- Improved supply chain for efficient aggregation of quality honey products.
- Improved performance of existing processing centres and the establishment of new viable processing centres is supported.
- Strengthened capacity for provision of financial services.
- Establishment and sustainable management of bee reserves and bee forage areas in protected areas, village forest and state-owned forest.
- Regional activities coordinated

For expected output 3 the project seeks to achieve the following sub-outputs:

- Business Support Organizations (BSOs) and Sector Associations enabled to advocate for business interests, and trade policies, including non-tariff barriers to trade at national, regional, and international levels.
- BSOs service portfolio and technical capacities enhanced.

- Access to trade information and market intelligence enhanced.
- Managerial and export capacities of honey and bee products processors and traders improved.
- Local, regional, and international business linkages established and strengthened.
- Enhanced access to business and financial management services.

The duration of the implementation period for the project will be 37 months including an inception phase of 6 months.

3.1.4 Context of training on beekeeping and the role of the Beekeeping Training Institute

Although some Universities (SUA, University of Dar es Salaam) offer some modules on beekeeping as components of other courses, Tabora Beekeeping Training Institute (BTI) is the major (governmental) Training Institute in Tanzania focusing especially on delivering training to support the beekeeping sector and related environmental management. Through its certificate and diploma courses, the institute takes a leading role in training personnel that can find employment in for example beekeeping extension. Furthermore, the training institute is also involved in promoting practical beekeeping as a honey producer and service provider. It produces and supplies beehives and sells honey produced from its own beehives and processed at the institute's own processing centre (a processing line was installed recently). The training institute also provides advice and consultancy services on beekeeping though its core activity remains the provision of long courses that last 2 years (4 semesters/80 weeks). The enrolment for the academic year 2019/2020 was 286 students (45% female students) for the Certificate course and 67 students (51% female) for the Ordinary Diploma. Since 2015/2016, the number of enrolled students has increased substantially, and the proportion of female students has increased as well.

While the number of students enrolled increase substantially per academic year, the resources have remained the same and infrastructure is aging. One of the challenges is the shortage of accommodation facilities especially for female students. Currently the institute only has accommodation for a maximum of 148 students of which only 60 is considered appropriate for female students. Many of the students have to look for accommodation externally within the neighbouring community posing some risks, especially to female students besides that the affordable external accommodation is substandard and less conducive to studying.

The fees for the long-term courses are the most important and reliable income source for the training institute. The short-term courses are irregular and dependent on the requirements and funding capacity of the client (e.g. NGO's) who pays for the participants of such a short training.

BTI has broader plans which include the production of beekeeping gears, beehives, selling of bee products, but has limited resources and its status, as government-owned institution, seems to limit also its perspectives for commercial activities such as processing honey for third parties.

The Action foresees under the Expected Output 1 "Institutional capacity and enabling environment for beekeeping value chain actors is strengthened, while enhancing women's empowerment" also the support for strengthening the institutional training capacity.

For the Beekeeping Training Institute (BTI) the Action will support the upgrading of inadequate training and infrastructure facilities that provide strategic leverage to the sector. The Action is expected to support the construction of dormitories for female students, ensuring that BTI will have an adequate capacity for hosting female students. In addition, it has to be assessed if the present beekeeping laboratory and library needs upgrading given the scope and purpose of the trainings. There will be also the support for the development of tailor made curriculum and training packages and training material of BTI for improving its capacity for delivering effective and practical training not only for the current Certificate and Diploma courses but also for practical trainings to groups of beekeepers. Further, the Action will support to equip BTI with necessary training gears, tools and learning material.

The Action may foresee also to support other selected Training Institutes (i.e. Sokoine University of Agriculture, University of Dar es Salaam) by organizing workshops for exchange on information on training curriculum, training material, training approaches and recent information on beekeeping research. If desired a possible training of lecturers might be offered by a qualified service provider.

3.2 Objectives and scope of the assignment

3.2.1 Objectives of the assignment

The main aim of this assignment is to determine within the framework of the Action and the available budget the following:

- i) Assess the extent to which the current training curricula used by BTI align with the knowledge and skills needs of various beekeeping value chain actors and stakeholders
- ii) Assess the contribution and complementarity of other major training institutes (public and private such as SUA, Univ. of Dar es Salaam, SYECCOS) and their coverage of the different training needs of various beekeeping value chain actors and stakeholders and assess the share each key institute has in providing the required expertise to students who intend to be an active actor in the beekeeping value chain;
- iii) Assess the quality of the training courses currently provided with a focus on training approach, trainers' ability for the various teaching styles and practical training and assess to what extent the intended skills and knowledge are acquired by the students;
- iv) Assess BTI's educational infrastructure situation and identify critical gaps that need to be addressed to deliver a conducive and effective learning environment both for male and female students;
- v) Assess the capacity and availability of required trainers for the present and upgraded training programme and indicate the training and other capacity development needs of tutors and laboratory technicians and advice on the required short and long-term trainings;
- vi) Assess the requirement of the need of dormitories/accommodation for female and male students and specify the requirements for the upgrading and/or construction of new dormitories for the advised number of female students including required furniture and utilities and elaborate an investment plan;
- vii) Assess the desired capacity of the laboratory and library of BTI in relation to the critical functions to be performed, taking into account the need for quality

assurance, the function for supporting the training programmes and the possible provision of services demanded by private beekeepers, processors and traders;

- viii) Elaborate an operational plan on the functioning of the laboratory and develop an investment plan within the framework of the budget, also analysing options for co-financing by other institutions such as TaFF;

3.2.2 Scope of the consultancy

This assignment is in support of the Expected output 1 of the project, which seeks to ensure that “Institutional capacity and enabling environment for beekeeping value chain actors is strengthened”. Under this output the strengthening of the institutional capacity for training is one of the intervention areas.

The scope of the consultancy is to assess the quality and appropriateness of BTI-delivered training courses and capacity building requirements of the college in relation to its mission to provide training that caters to the needs of all the critical target groups along the whole beekeeping value chain. This principally concerns the curriculum of the courses on offer; the training approaches; the expertise of the trainers, and the appropriateness of the available training facilities and logistics. A special focus of the support will be on the required upgrading and construction of new dormitories for the female students to be expected for providing accommodation.

The consultants are required to provide a solid assessment as well as solid and detailed proposal with clear indication on the required investment for the different components.

3.2.3 Methodology and approach

The assignment is forecasted to have three main phases as shown in the table below:

Phase	Main tasks
Preparatory work & desk review	Desk review and elaboration of the methodology, workplan and tools to be used during the field work and info collection
Fieldwork for info & data collection	Field visits with collection of info and data and analysis for elaborating strategic key investments in training capacity and facilities for the Beekeeping Training Institute
Synthesis and reporting	Drafting report, debriefing and finalise report by incorporating feedback and final input.

The Action wants to ensure that gender aspects are fully explored. Therefore, the assessment and the analysis and elaboration of the intervention design should be done in a gender sensitive way.

Some elaboration for the main tasks of the different phases:

Phase 1: Desk review

The desk review should include familiarization with the various project documents and documents made available by BTI. In addition, the various curricula should be analysed and if available evaluations of enrolled students on the quality and appropriateness of the training content, style and relationship between practical and theoretical learning aspects.

Based on the desk review and some consultation with key stakeholders an inception report will be compiled with a synthesis of the findings and elaboration of the methodology including a workplan for the assignment.

1. Prepare/customise tools for use in the detailed analysis
2. Compile and submit inception report with a synthesis of desk review findings and updated methodology with detailed framework for analysis.
3. Provide format for the capacity development and investment plans

Phase 2: Fieldwork for data & info collection and analysis

This phase will consist of field visits to Tanzania Building Authority and then to the Tabora Beekeeping Training Institute where the consultant will have interviews and interactions with the institute staff and male and female students. During this visit, the consultant will review training resources and materials to assess their quality. Further, the consultant shall assess the teaching infrastructure and equipment to gauge their adequacy considering the actual needs. Support infrastructure and facilities shall also be assessed broadly and with a special focus on dormitories for female students.

For the technical assessment of the required construction and proposed design as well as for the required furniture and 'basic living equipment' the consultant has to consider to appeal for additional expertise to elaborate the appropriate design and prepare related documents for being used afterwards for a request for quotation for the construction and procurement of goods.

Phase 3: Synthesis, reporting and debriefing

The consultant will provide a draft report including annexes according to the agreed timetable and provide a debriefing on the field assessment to Enabel and key stakeholders. Within the agreed timeframe, Enabel will provide comments, which will be integrated in the final report

4. Deliverables

The consultant will be required to deliver the following outputs:

- An inception report with a preliminary analysis and assessment including a detailed methodology and detailed work plan for conducting the assignment that addresses all conceptual and operational requirements of these terms of reference
- A draft report
- A final report that has incorporated the feedback of Enabel and concerned key stakeholders

5. Expert profiles or expertise requested

i. Number of experts requested per category and number of person-days per expert or per category

Individual consultant or a legally registered firm

ii. Expert profiles or expertise requested:

The consultant should have the following qualifications and attributes:

- At least a Master's degree in Social sciences or in a field related to capacity building
- At least 10 years of work experience in the field of capacity building, training and curriculum development and training management
- Having conducted at least 3 similar analysis of training institutes as consultant/researcher, of which at least 2 in the region of East Africa
- Proven record of international programme/project development experience.
- Excellent analytical skills
- Familiarity with the beekeeping sector and environmental conservation is an asset;
- Excellent written and oral communication in English. Fluency in Kiswahili.

The construction engineer should have experience with designing, preparing a Bill of Quantities and supervising similar constructions in the region without having conflict of interest through personal and business interest that could affect the outcome.

6. Place and duration

This assignment will be conducted in the period of December 2021 to February before the students and teachers are going on possible leave in December. The submission of the final report will be at the latest on the 28th of February.

The place is: Tabora Beekeeping Training institute

Task	Est. billable Days
Inception meeting and TOR elaboration	1
Desktop review, preliminary analysis and methodology elaboration	3
Inception report submission and discussion	1
Field visits, interviews and data collection and analysis	8
Debriefing session (week 2/2022)	1
Total billable days	14

7. Response to the request for proposal

Applications by interested consultants should comprise of separate technical and financial proposals. The technical proposal outlining how the assignment will be implemented based on the terms of reference. The proposal should include a proposed outline for the final consolidated report (showing main headings and sub-headings).

8. Evaluation of bids

The award will be given to the sound proposal reflecting both technical and financial requirements. The award will be given to the sound proposal reflecting both technical and financial requirements. The technical proposal will score to the maximum of 80% of total marks and 20% will be given to the financial proposal.

The score will be based on the following arrangement:

Criteria	Description	Weight
1	Understanding and interpretation of the TOR	10%
2	Methodology and Approach to the assignment	20%
3	Relevant qualifications and experience	30%
4	Samples of past consultancy reports of similar type of assignment	10%
5	Proposed report outline	5%
6	Relevant references	5%
7	Price	20%

a. Reports

- Content: The consultant is expected to present a report that highlights the critical capacity gaps, overall recommendations and implementation plan in response to the Terms of Reference
- Language: English
- Timing for submitting the provisional report and the comments: As stated under section **6.0 above**.
- The consultant will be expected to submit 2 bounded copies of the reports and a digital version on flash Disk.

b. Other information

- To be discussed and agreed during the inception meeting.

9. Service performance conditions

a. General remarks

Except when specified otherwise in the order or any related contractual document of the contracting authority, these conditions apply to public contracts for services awarded in the name and on behalf of Enabel (contracting authority).

b. Subcontracting

The service provider may, under their sole responsibility, call upon subcontractors for certain components of this contract. Subcontracting is under the sole responsibility of the service provider and does in no way discharge the service provider of performance obligations under the contract vis-à-vis the contracting authority, which recognises no legal relation with subcontracting third parties.

c. Cession

One contracting party may not cede its rights and relinquish its obligations resulting from the order to a third party, without having obtained in advance the written approval of the other party.

d. Conformity of performance

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

e. Execution modalities

The start date, the performance deadlines agreed as well as the instructions about the performance place must be strictly observed.

Any exceeding of the performance deadline and this for whatever reason shall result as of right and by the expiry of the deadline in the application of a fine for late performance of 0.07% of the amount of the order per commenced week of delay. This fine is limited to a maximum of 10% of the total amount of the order.

In the event of excessive delay or other non-performance, the contracting authority can terminate the public contract and launch another request for price quote and have the services delivered by another provider. Any possible extra cost shall be borne by the defaulting service provider.

Any costs to which the contracting authority would be exposed and attributable to the defaulting service provider are borne by the latter and deducted from amounts owed.

f. Acceptance of services

The service provider delivers only services that have no apparent and/or hidden defects and that correspond strictly to the Terms of Reference of this public contract and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice and the state of the art and for the purposes that the contracting authority has in mind, which the service provider knows or at least should know.

Acceptance of the services or final acceptance only takes place after the complete inspection by the contracting authority of the conformity of services delivered. An acceptance letter shall be used to confirm such acceptance.

The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the report or other required output, does consequently only count as evidence of taking possession and does not concern the acceptance of the report or the output.

The contracting authority disposes of a maximum verification term of thirty days starting on the end date of delivery of services to be accepted and to notify the result to the service provider.

g. Invoicing and payment

Invoices are established in one copy and respect the stipulations given in the Purchase Order.

The invoice will be sent to the address mentioned on the Purchase Order.

Invoices in due form and not disputed are paid within 30 calendar days after acceptance.

h. VAT exemption

In accordance with Tanzania VAT act, Enabel is exempted from paying local VAT for the services obtained.

i. Insurance

The service provider is bound to take out any obligatory insurance and to take out or renew any necessary insurance for the good performance of this contract, especially insurance covering 'civil liability' (minimum amount insured: EUR 1 250 000), 'work accidents' (minimum amount insured: EUR 35 000) and 'transport-related risks', and this for the whole period of the assignment.

The service provider will send the contracting authority, upon simple demand, a copy of the insurance policies taken out by the service provider and proof of regular payment of the premiums that are borne by him.

j. Intellectual property rights

The service provider integrally, definitively and exclusively and without any financial compensation on top of the price(s) quoted in his tender, cedes any author rights or industrial property rights that it holds or will create in the context of this contract to Enabel. This cession will take place at the time of acceptance of the works that are protected by copyrights.

The service provider must cover the contracting authority against any third-party claims of violation of intellectual property rights on the goods or services delivered.

The service provider must assume, without limitation as to the amount, all payments of compensation, costs or expenditure ensuing from and borne by the contracting authority in a legal action, which is based on such a claim, provided the service provider has the right to overview the defence and negotiations with a view to an amicable settlement.

k. Obligation of confidentiality

The service provider and its employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this public contract. This information may not under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, list this contract as a reference, provided that he indicates its status correctly (e.g. 'in performance') and that the contracting authority has not withdrawn this consent due to poor contract performance.

Any commercial, organisational and/or technical information (all data, including, and this without limitation, the passwords, documents, schedules, plans, prototypes, figures) that the service provider gets hold of through this public contract remain the property of the contracting authority.

The GDPR applies to this public contract, see Annex 5.6.1 and 5.6.2 (to be filled and signed).

l. Deontological clauses

Any failure to comply with one or more of the deontological clauses given below may lead to the termination of this contract and to the exclusion of the service provider from other public contracts for Enabel.

For the duration of the contract, the service provider and his staff respect human rights and undertake not to go against political, cultural or religious customs of the country where services are delivered.

In accordance with Enabel's Policy regarding sexual exploitation and abuse (add link to text), the service provider and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects implemented by Enabel and towards the population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy. In application of Enabel's Policy regarding sexual exploitation and abuse there will be zero tolerance towards any misconduct referred to in its Policy regarding sexual exploitation and abuse that could impact the professional credibility of the contracting parties.

Any attempt by a service provider to obtain confidential information, to make illicit agreements with competitors or to influence the contracting authority in any way will result in the rejection of his tender.

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

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

m. Complaints management and competent courts

Only Belgian law applies to this public contract.

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

In case of litigation or divergence of opinion between the contracting authority and the service provider, the parties will consult each other to find a solution. Where needed, the service provider may request mediation via e-mail complaints@enable.be cf. <https://www.enable.be/content/complaints-management>

Any litigation about the orders and these contract conditions are the exclusive competence of the Brussels Courts.

10. Tender form to be signed by the tenderer

a. Identification form

Name of the company / tenderer: Legal form:	
Registered office (address):	
Represented by the undersigned: Last name, first name: Capacity:	
Contact person: Telephone number: Fax number: E-mail address:	
National Social Security Office registration number or equivalent:	
Enterprise number:	
Account number for payments: Financial institution: Under the name of	

Last name, first name of the tenderer:	
Domicile:	
Telephone number: Fax number: E-mail address:	
Account number for payments: Financial institution: Under the name of:	

Private/public law body with legal form

To fill out the form, please click here:
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3b918624-1fb2-4708-9199-e591dcdfe19b>

OFFICIAL		NAME¹	
BUSINESS (if different)		NAME	
ABBREVIATION			
LEGAL FORM			
ORGANISATION TYPE	FOR PROFIT NON FOR PROFIT	NGO²	YES NO
MAIN REGISTRATION NUMBER³			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN			
REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
ADDRESS HEAD OFFICE	OF		
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE	STAMP		
SIGNATURE OF AUTHORISED REPRESENTATIVE			

¹ National denomination and its translation in EN or FR if existing.

² NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

³ Registration number in the national register of companies. See table with corresponding denomination by country.

i. Public-law body⁴

To fill out the form, please click here:
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:c52ab6a5-6134-4fed-9596-107f7daf6f1b>

OFFICIAL		NAME⁵	
ABBREVIATION			
MAIN REGISTRATION NUMBER⁶			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN			
REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION			
	DD	MM	YYYY
VAT NUMBER			
OFFICIAL		ADDRESS	
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

⁴ Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

⁵ National denomination and its translation in EN or FR if existing.

⁶ Registration number in the national register of the entity.

ii. Subcontractors

No sub-contracting is allowed

b. Tender form - Prices

By submitting this tender the tenderer commits to performing this public contract in conformity with the terms of reference and performance conditions of this public contract and explicitly declares accepting all conditions listed in the request for a price quote and renounces any derogatory provisions such as his own general sales conditions.

PRICES⁷				
Description	Unit	Quantity	Unit price in euros	Total price in euros
Total amount				
Total amount in words:				
.....				

Certified true and sincere,

Done at, on

⁷< The tenderer is to include in the unit and < global prices all costs, measures and charges generally inherent to the performance of the public contract, with the exception of the value-added tax. The following are in particular included in the prices:
 Fees and perdiems, accommodation costs, < international transportation costs, insurance costs, security costs, visa costs, communication costs, administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be requested by the contracting authority, the production and delivery of documents or records associated with the performance of the services, the reception costs, all costs and charges for staff and equipment needed for the performance of this public contract, the copyright fees, the purchase or leasing of third-party services needed for the performance of this public contract, < costs for intellectual property rights.

c. Declaration on honour – Grounds for exclusion

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

1. The tenderer nor any of its directors was found guilty following an **indefeasible judgement** for one of the following offences:
 - 1° Involvement in a **criminal organisation**
 - 2° **Corruption**
 - 3° **Fraud**
 - 4° **Terrorist** offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° **Money laundering or financing of terrorism**
 - 6° **Child labour** and other trafficking in human beings
 - 7° Employment of foreign citizens **under illegal status**
 - 8° Creating a shell company.

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement (or the end of the offence for 7°).

2. The tenderer which fails to fulfil his obligations relating to the **payment of taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
3. The tenderer is in a **state of bankruptcy, liquidation, cessation of activities, judicial reorganisation**, or has admitted bankruptcy, or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
4. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their integrity**.

The following are considered serious professional misconduct, among others:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019(https://www.enabel.be/sites/default/files/prssexual_exploitation_and_abuse_policy_final_en.pdf);
 - b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019 (https://www.enabel.be/sites/default/files/fraud_policy_en_final.pdf);
 - c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace;
 - d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed information;
 - e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition.
The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.
5. When a conflict of interest within the meaning of Article 6 of the Law cannot be remedied by other, less intrusive measures;
 6. **Significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered

‘significant’.

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

7. The tenderer nor one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

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

For the European Union, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions>

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:
https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

- I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel’s Policy regarding sexual exploitation and abuse and Enabel’s Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

Date

Place

Signature

d. Integrity Statement of the tenderers

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I / we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will lead to the exclusion of the contractor from this and other public contracts for Enabel.

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

Date

Place

Signature

e. Documents to be submitted – exhaustive list

- i. Three samples of reports for similar assessments conducted in the past
- ii. Proposal outline approach and methodology
- iii. Curriculum vitae of the consultant
- iv. Three references for clients served within the last three years

f. Annexes

i. GDPR clause

Annex I: Example of contractual provisions: obligations of the contractor ('subcontractor or processor') vis-à-vis the contracting authority ('personal data controller')
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The subcontractor undertakes to:

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

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

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

7. Information rights of data subjects

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

8. Data subjects exercising their rights

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

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

9. Notification of personal data breaches

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

The notification shall at least:

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

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

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

11. Security measures

The subcontractor undertakes to implement the following security measures: [...]

12. Processing of data

The subcontractor undertakes upon completing data processing service delivery to:

- erasing all personal data, or

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

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

13. Data Protection Officer

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

14. Register of categories of processing activities

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

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

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

15. Documentation

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

ii. Declaration of objectivity and confidentiality

I, the undersigned, hereby declare that I agree to participate in the preparation of above-mentioned public contract. I hereby also confirm having read the available information regarding this public contract.

Furthermore, I undertake to assume my responsibilities in an honest and fair way. When taking part in the preparation of the procurement documents I will be objective and respect in all matters the principles of fair competition and impartiality, particularly by avoiding any clause or provision favouring a given product, producer, supplier, building contractor or service provider.

I undertake to keep any information and documents ('confidential information') which I am notified of or of which I become aware or which I will elaborate while preparing above-mentioned public contract in a safe and confidential manner and I undertake to use these only for the purpose of preparing this public contract and not to communicate them to any third party. Furthermore, I undertake to not conserve copies of written information and prototypes provided or help or associate myself with a [tenderer/applicant/candidate] under the framework of this public contract. I am well aware that in case of non-compliance I will be excluded from this public contract and that my tender/request/application may be rejected.

Finally, I undertake to not communicate confidential information to an employee or expert unless the latter has accepted signing this same declaration and to be subjected to its provisions.

Name

Signature

Date