



Request for price quote for Consultancy
Services

**Assessment to prioritize Beekeeping
Research in Tanzania and strengthen the
capacity of Njiro Beekeeping Research
Laboratory**

TAN180351T/2021/001

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1 Object of the request

Object of the request	
Consultancy for Assessment to prioritize Beekeeping Research in Tanzania and strengthen the capacity of Njiro Beekeeping Research Laboratory	
Enabel Reference number	TAN180351T/2021/001

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:	15 billable days for a research span of 6 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.

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 Background of beekeeping research and the role of Njiro Beekeeping Research Laboratory

In Tanzania Beekeeping research was still at an infant stage. Beekeeping research was not demand driven as there were poor links between the research institutions and the different actors of the beekeeping value chain. Until recently there was no research master plan and research priorities had not been defined. Inadequate human resource capacity and low priority in terms of funding and infrastructure development have hindered further the implementation of research and development for the beekeeping sector.

Within this context and the clearly need for a more demand driven and innovative research to eliminate some of the standing challenges in the beekeeping sector, the Ministry of Natural Resources and Tourism (MNRT) formulated a 10-year Beekeeping Research Master Plan (NABERM I, 2020 – 2030). The overall objective of NABERM I is to provide a research framework for development, conservation and management of beekeeping resources and services to strengthen the sector contributions to sustainable socio-economic development of Tanzania.

The specific objectives of NABERM I are:

To develop sustainable mechanisms for ensuring safety of bees and habitat for improved quantity and quality of bee products and services:

- To increase access to and affordability of products from beekeeping industry
- To develop and promote technologies, including ICT, that improves productivity and quality along the value chain in the beekeeping industry
- To increase scientific information in formulating and advocating policies and strengthening coordination of beekeeping related research activities
- To strengthen institutional capacity of Tanzania Forest Research Institute.

The strategy put forward to achieve the objectives of NABERM I are:

- Foster national, regional, and international collaborations in key strategic research areas
- Hire/attract experienced and renowned experts to stimulate research excellence
- Use technologies to compensate for capacity gaps and increase productivity
- Promote innovation along the value chain in beekeeping industry
- Build a strong research communications team to ensure uptake.

The suggested priority themes of research are:

- Conservation of honeybees and their habitats
- Conservation of stingless bees and their habitats,
- Harvesting, processing, and packaging of bee products,
- Beekeeping based industries and services,
- Bee products markets and marketing systems and

- Socio- economic, policy and extension.

The 4 suggested ways of supporting the national research programme are through: (i) Human resources development, ii) Infrastructure development and improvement, iii) Dissemination of research findings and iv) Financing of research activities.

The overall coordination, monitoring and evaluation is with the Tanzanian Forestry Research Institute (TAFORI). The responsibility for the financing of research activities is with the Tanzania Commission of Science and Technology (COSTECH). Technical and financial support is also expected from Development partners, international communities, Private sector and NGOs.

The National Beekeeping Advisory Committee (NABAC), whose members are appointed by the Minister of MNRT, indicated that there is not enough staff and expertise for beekeeping research. In addition, it recommended that the Tanzania Forest Research Institute (TAFORI) should establish infrastructures for beekeeping research e.g. apiaries, laboratory and office equipment and that staff should be trained.

In the Region of East Africa exists a 'centre of excellence' for insect/bee research established in Kenya: The International Centre for Insects Physiology and Ecology (ICIPE). ICIPE has a partnership with the Africa Reference Laboratory for Bee Health (AU-IBAR), that received financial support from the European Union (EU).

ICIPE's bee research strategy is based on four major pillars: bee health; pollination; nutrition of bees; and microbiome research. Research on stingless bees has resulted in the domestication of more than 15 African stingless bee species of economic importance. ICIPE contributes also with knowledge on colony collapse disorder (CCD), and in collaboration with partners, the Centre is mapping bee health risk factors, while investigating mitigating strategies in Africa and globally.

ICIPE and the Africa Union Inter-African Bureau for Animal Resources (AU-IBAR) intend to conduct extensive capacity building of beekeepers and national agricultural research institutions. ICIPE has also Research partners of Tanzania among which are Sokoine University of Agriculture (SUA), University of Dar es Salaam, Tanzania National Parks; Ministry of Agriculture, Food Security and Cooperatives, Tanzania and Mikocheni Agricultural Research Institute (<http://www.icipe.org/donors-and-partners/research-partners>).

NABERM I indicated also the importance of fostering national, regional and international collaborations in key strategic research areas. Strengthening therefore the collaboration and exchange among the Tanzanian Research Partners and the network of ICIPE can contribute to insight in the national priority themes of research and the capacity building of national beekeeping research institutions. The Action will therefore support the strengthening of the network of the Tanzanian Research partners with the network of ICIPE for more intensive collaboration in research, exchange of research results, and activities such as participating to seminars and workshop and where relevant to capacity building events. It will be investigated if a collaboration agreement for bee research between ICIPE and TAFORI in collaboration with other Tanzanian Research Partners on capacity building of researchers, joint research programming and exchange of research results can be facilitated to strengthen the research capacity of Tanzania.

In Tanzania, *Njiro Wildlife Research Centre* (NWRC), located near Arusha City, is the centre responsible for research on bees and beekeeping (<https://tawiri.or.tz/centers/njiro/>). Since its establishment in 1973, the Njiro Beekeeping Research Centre (NBRC) has been

disseminating results from bees and beekeeping. The Centre has been providing short-term training courses on tropical bees and beekeeping for local, national, and international beekeeping participants. NWRC runs three apiaries at Njiro, West Kilimanjaro and Magugu that are used for research and demonstration of modern beekeeping practices. The main research programs are:

- Bee anatomy, physiology and behavior
- Beekeeping management
- Beekeeping equipment and protective gears
- Api-agroforestry (bee botany and pollination services)
- Bee products and marketing
- Bee pests and diseases

Recently a laboratory building has been constructed in the premises of the NWRC. One of the aims is that this will be used to improve the quality of bee products to meet the international markets.

It is considered that the Centre is experiencing several challenges such as lack of a laboratory facility for samples storage, preservation and restoration related to bees and beekeeping; lack of analyses for quality certification of bee products for internal and international markets¹; lack of laboratory analyses for improved standardization and accreditation of bee products for internal and international markets; inadequacy of the varieties of bees and beekeeping consultative activities within the country in order to provide qualitative advice to the government and local beekeepers on the issues concerning beekeeping in Tanzania.

It is therefore suggested by MNRT to provide laboratory equipment to the Njiro Beekeeping laboratory allowing it to carry out the following activities: analyses of pollen samples, honey component analyses, beeswax component analyses, morphometric analyses, DNA sequencing, queen rearing, refractometry, microscopy, wax foundation sheet machine, bee venom component analysis, solar extracting, and other laboratory analyses.

For a good performance of the laboratory, another constraint seems to be the lack of expertise in various fields to enable effective use of the beekeeping laboratory and carrying out laboratory investigation and analysis (indicated also in the Task Force report for NABERM I). The human resource capacity is not considered adequate, so there is not only the need to improve the laboratory facilities, but also to prepare an effective and sustainable human resource development program.

For determining the appropriate support through the Action, the realised or planned support of other programmes (e.g. Forest and Value Chains Development Program, FORVAC) must be taken also into account. In addition, it should be assessed, what support can be mobilized through the Tanzanian Forest Fund (TaFF) to provide funding for the upgrading of facilities and support of specific research activities.

Other institutions that provide strategic leverage to the sector and those working with bee product quality, standards and accreditation that are critical for upgrading the beekeeping value chain (e.g., Tanzanian Bureau of Standards, TBS) need to be taken into consideration for the upgrading of the value chain and to be assessed if they should receive support for strengthening their capacity and performance based on the identified constraints.

¹ Some representatives of the private sector mention that export customers will anyway still require laboratory results from the five accepted laboratories in the world. In case additional testing facilities are mandated to be used for exporters, they will consider this as an additional tax/impediment and as the exporters are few, so the usage will be limited, and the question is if these can cover the overhead costs of such an additional facility.

3.2 3.2. Description of the services

3.2.1 General objectives

To conduct an analysis for supporting Beekeeping Research in Tanzania and strengthening the capacity of Njiro Beekeeping Research Laboratory

3.2.2 Specific objectives

The specific objectives of the assignment are:

- i) Assess to what extent and in which specific subjects the following suggested priority themes of research of NABERM I are relevant for supporting the development of the beekeeping value chain as indicated in the Action Document and the Technical Proposal (Annex 1) of the Contribution Agreement: i) conservation of stingless bees and their habitats and ii) harvesting, processing and packaging of bee products.
- ii) Define the most appropriate support (capacity development, research network and equipment) for strengthening demand driven beekeeping research in one of the 2 suggested key strategic research themes that is critical for the upgrading the beekeeping value chain, that is in coherence with the framework of NABERM I, and that is complementary to already existing or planned support measures from the GoT or other Development Partners;
- iii) Identify possibilities of strengthening the exchange and collaboration on key strategic research bee research themes between ICIPE and TAFORI in collaboration with other Tanzanian Research Partners and identify opportunities for capacity building of researchers, joint research programming and exchange of research results to facilitate the strengthening of the beekeeping research capacity of Tanzania;
- iv) Identify the various functions of the Laboratory of the Njiro Beekeeping Research Centre in relation to the beekeeping sector and define the most appropriate support on equipment and capacity development for performing well the most critical functions related to the upgrading of the BEVAC in Tanzania; Based on the assessment of the most appropriate support, elaborate an investment plan for the equipment required and related upgrading of the facilities, as well as on related required capacities and organizational development for upgrading the performance of the laboratory of the Njiro Beekeeping Research Centre.

1.1. 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 capacity for demand-driven research and quality assurance is considered as one of the intervention areas. Within this context, the project aims to support:

- the strengthening of the capacity and upgrading of equipment facilities of the laboratory of the Njiro Wildlife Research Centre in order to improve its performance and contribution to the upgrading of the beekeeping value chain;

- based on a training needs assessment of (beekeeping) laboratory technicians provide short-term training to strengthen the capacity of the national beekeeping research network on priority themes;
- promote research capacity on the most relevant priority research themes that is critical for the upgrading of the beekeeping value chain and which will have the highest impact on advancing the project objective of increasing the production of quality honey.

This consultancy has within this framework 2 related components:

- Formulate a proposal for improving the performance of the Njiro Beekeeping Research Centre Laboratory by strengthening the capacity and upgrading of the equipment facilities of the laboratory so it can contribute to the critical elements of quality assurance in the beekeeping value chain and support key strategic research for the national beekeeping sector. As the first indication for the total available budget was an equivalent of around 280.000 Euro, a possible additional amount should be well specified and it should be assessed also if possible complementary co-financing can be mobilized from national sources;
- Identify possibilities for supporting the national beekeeping research on the indicated selected priority research themes, especially by strengthening the exchange and collaboration on the key strategic research bee research themes between ICIPE and TAFORI in collaboration with other Tanzanian Research Partners and identify opportunities for capacity building of researchers, joint research programming and exchange of research results to facilitate the strengthening of the beekeeping research capacity of Tanzania;

3.2.3 Results to be achieved

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 and tools to be used during the field work and info collection
Fieldwork for info & data collection	Field visits with data collection and analysis of selected research actors and stakeholders
Synthesis and reporting	Identify and assess the critical constraints hindering the contribution of relevant beekeeping research for upgrading the beekeeping value chain and identify opportunities for support. Identify and quantify strategic key investments for the indicated research actors within the framework of the project. Report writing and present the findings and intervention plans for obtaining feedback of key stakeholders; Finalise report by incorporating stakeholder feedback and final input.

The Action wants to ensure that gender aspects are fully explored. These aspects should be therefore fully considered for both components and the design process for the analysis and suggested intervention design should be done in a gender sensitive manner.

Some elaboration for the main tasks of the different phases:

Phase 1: Desk review

The desk review should include a review of the key project documents, which included the project action document, the national Beekeeping Research Master Plan I (NABERM I), the Implementation Strategy of the Beekeeping Policy, relevant activity reports of TAFORI and TAWIRI (Tanzania Wildlife Research Institute) as well as ICIPE. The consultancy team will be required to collect relevant studies, prepared budgets for laboratory equipment, materials, and statistics already produced by relevant government agencies, and other donors, NGOs and/or research institutes in the recent past and synthesize the findings and conclusions of these

Based on the desk review and the interviews an inception report will be compiled with:

- a synthesis of the findings
- elaboration on the methodology to guide the analysis and assessment of the selected bee research stakeholders
- Adapt and develop tools for further data collection and analysis
- Identify a preliminary list of core actors to be included in the survey
- Clarify and design the structure of the key deliverables to guide the data collection and collection process

The information already available from the above-mentioned reports will be complemented by conducting remote key informant interviews to gain additional insights into the institutional context of beekeeping research and the contribution of various institutes in beekeeping research, quality assurance and dissemination of research results.

Phase 2: Fieldwork for data & info collection and analysis

The main tasks for this phase are:

- Conduct stakeholder interviews and meetings to obtain primary information on constraints and opportunities on the ground, assessing the present situation and engagement of the key institutions, their performance and contributions to the beekeeping sector and the upgrading of the value chain. Some of the stakeholders to be consulted are: COSTECH, MNRT/National Beekeeping Policy, TAFORI, FORVAC, TFS (Tanzania Forest Service Agency), BTI (Beekeeping Training Institute), ICIPE, SYECCOS (Singida Youth Entrepreneurs and Consultants Cooperative Society), representatives of the private sector;
- Conduct site visits to key actors to observe and assess the prevailing situation. A site visit to the Njiro Wildlife Research Centre near Arusha is here critical.

This phase includes also to conduct validation meeting(s) with key stakeholders at national level and obtain their feedback and to develop consensus on key issues to be addressed within the framework of the project.

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. Within the agreed timeframe, Enabel will provide comments, which will be integrated in the final report

2. 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
- A draft report
- A final report that has incorporated the feedback

3.3 Expert profiles or expertise requested

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

Individual consultant or a legally registered firm

3.3.2 Expert profiles or expertise requested:

The consultant should have the following qualifications and attributes:

- At least a master's degree in Agricultural Economics, Ecosystem assessment or another relevant field required
- At least 5 years of work experience in action or fundamental research in the field of beekeeping, forestry, natural resources
- Having conducted at least 3 related research analyses as consultant/researcher, of which at least 2 in Africa
- Proven record of international programme/project development experience.
- Solid facilitation skills and ability to facilitate multiple stakeholders dialogue to build consensus and clear agenda
- Proven experience in leading, and implementing similar assignments required, including in assessing adequacy and performance of laboratory
- Proven experience in demand-driven approaches in research design; Experience with applying gender sensitive approaches will be an added advantage
- Must have excellent writing skills and be able to produce high quality reports
- Previous experience in Tanzania or the East African preferred.
- Fluency in English required and ability to speak Swahili will be an added advantage.

3.4 Place and duration

This assignment is forecasted to take a total of 15 billable days from early December 2021 to the 20th of January 2022.

Principally, the research will mainly cover Njiro Beekeeping Research Laboratory in Arusha, the consultant is also expected to visit TAFORI headoffice department in Morogoro, Department of Beekeeping at the Ministry of Natural resources and Tourism and establish links with key institutions such as International Centre for Insects Physiology and Ecology (ICIPE) for benchmarking.

Task	Est. billable Days
Inception meeting and TOR elaboration	1
Desktop review, preliminary analysis and methodology elaboration	2
Inception report submission and discussion	1
Field visits, interviews and data collection and analysis	10
Report validation meeting	1
Total billable days	15

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).

Evaluation of bids

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%

3.5 Reports

- Content: The consultant is expected to present a report that highlights the critical capacity gaps, overall recommendations and capacity building plan in response to the Terms of Reference
- Language: English
- Timing for submitting the provisional report and the comments: As stated under section 3.4 above.
- The consultant will be expected to submit 2 bounded copies of the reports and a digital version on flash Disk.

3.6 Other information

- To be discussed and agreed during the inception meeting.

4 Service performance conditions

4.1 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).

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 VAT exemption

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

4.9 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.

4.10 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.

4.11 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).

4.12 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.enabelintegrity.be> website.

4.13 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@enabel.be cf. <https://www.enabel.be/content/complaints-management>

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

5 Tender form to be signed by the tenderer

5.1 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		NAME²	
BUSINESS (if different)		NAME	
ABBREVIATION			
LEGAL FORM			
ORGANISATION TYPE	FOR PROFIT NON FOR PROFIT	NGO³	YES NO
MAIN REGISTRATION NUMBER⁴			
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			

² National denomination and its translation in EN or FR if existing.

³ NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

⁴ Registration number in the national register of companies. See table with corresponding denomination by country.

5.1.1 Public-law body⁵

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		NAME⁶	
ABBREVIATION			
MAIN REGISTRATION NUMBER⁷			
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			

⁵ 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.).

⁶ National denomination and its translation in EN or FR if existing.

⁷ Registration number in the national register of the entity.

5.1.2 Subcontractors

No sub-contracting is allowed

5.2 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.

PRICES⁸				
Description	Unit	Quantity	Unit price in euros	Total price in euros
Total amount				
Total amount in words:				
.....				

Certified true and sincere,

Done at, on

⁸< 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.

5.3 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 infeasible **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

5.4 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

5.5 Documents to be submitted – exhaustive list

To be completed in accordance to need

1. Three samples of reports for similar assessments conducted in the past
2. Proposal outline approach and methodology
3. Curriculum vitae of the consultant
4. Three references for clients served within the last three years

5.6 Annexes

5.6.1 GDPR clause (in case the service provider will process personal data)

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 5 working days 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.

5.6.2 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