



BTC

**BELGIAN
DEVELOPMENT AGENCY**

TENDER SPECIFICATIONS OF BTC/CTB BXL 1656 OF 24/10/2016

**PUBLIC SERVICES CONTRACT FOR
COACHING SERVICES IN FINANCE AND
BUSINESS MANAGEMENT OF
PRODUCERS' ORGANISATIONS AND
MICRO, SMALL AND MEDIUM-SIZED
ENTERPRISES**

**MULTIPLE-APPLICANT FRAMEWORK
AGREEMENT**

OPEN CALL FOR TENDERS



Introduction

Dear all,

The Trade for Development Centre (TDC) is a programme of BTC, the Belgian development agency, that aims at better market access of organisations of small producers (cooperatives, associations, enterprises) developing fair or sustainable trade initiatives. To do so, the TDC provides producers, among other things, with financial and organisational management support in the form of direct coaching.

In order to implement this management support in the field the TDC aims to work with external consultants. If you are interested by the above, please first read the "Terms of reference" (Part 2), which explain in detail **what TDC management support consists of**.

Next, under "1.3.7.1 Access rights and selection criteria", you will find the **selection criteria that consultants must meet**. If you meet the profile that we look for, we invite you to read the first part of these Tender Specifications which details all legal, administrative and contractual provisions and explains the tendering procedure.

In a first stage the procedure aims at **concluding a framework agreement with several consultants** for a 4-year period. The detailed procedure is given under point "A. Procedure for framework agreement conclusion". Tenders for this first phase must be submitted by the 8th of December 2016 at 14h00 (Belgian time).

The documents that must be supplied for the first stage of the procedure are:

- The identification form;
- The completely filled out and signed initial tender form;
- The signed integrity statement;
- The statutes and any other document required to establish the mandate of the signer(s);
- The financial and organisational management participatory coaching methodology for producers' organisations and/or micro, small and medium-sized enterprises (work method, techniques, tools, etc.);
- The detailed CV (following the template given in Part 3);
- The copy of the diploma(s);
- The completed "Expert profile" table;
- A list of similar services in the past (participatory coaching services in management) (following the model given in Part 3);
- 1 or 2 output(s) realised in earlier assignments of participatory coaching in management (such as a business plan or a coaching report).

If you are retained as a participant to the framework agreement (= conclusion of the framework agreement), **in function of coaching services to deliver in the fields, the TDC will invite you later to submit a final tender** in order to participate to the award procedure for specific coaching assignments (see point "B. Procedure for awarding the public contracts based on the framework agreement"). All useful information about the destination, background, product categories, etc. will be communicated in the Invitation to tender.

Yours sincerely,

The TDC team

This introductory notice's sole goal is to help prospective candidates with reading these Tender Specifications. Information given in Parts 1, 2 and 3, and any modifications to the Tender Specifications form the sole legal basis.

TABLE OF CONTENTS

INTRODUCTION	1
1 PART 1: ADMINISTRATIVE AND CONTRACTUAL PROVISIONS	6
1.1 GENERAL PROVISIONS.....	6
1.1.1 Derogations from the Royal Decree of 14.01.2013	6
1.1.2 The contracting authority	6
1.1.3 Institutional framework of BTC.....	7
1.1.4 Rules governing the public contract.....	7
1.1.5 Definitions	8
1.1.6 Confidentiality.....	10
1.1.7 Deontological obligations	10
1.1.8 Applicable law and competent court	11
1.2 OBJECT AND SCOPE OF THE CONTRACT	12
1.2.1 Type of contract	12
1.2.2 Object of the contract.....	12
1.2.3 Duration of the framework agreement	13
1.2.4 Variants	13
1.2.5 Quantities	13
1.3 PROCEDURE	15
A. PROCEDURE FOR FRAMEWORK AGREEMENT CONCLUSION.....	15
1.3.1 Award procedure.....	15
1.3.2 Publication.....	15
1.3.3 Information	15
1.3.4 Tender	16
1.3.5 Prices	18
1.3.6 The right to submit initial tenders and opening of tenders.....	20
1.3.7 Selection criteria– Regularity of the tenders– Award criteria for the procedure leading to the conclusion of a framework agreement.....	21
1.3.8 Concluding the framework agreement.....	24
B. PROCEDURE FOR AWARDING THE PUBLIC CONTRACTS BASED ON THE FRAMEWORK AGREEMENT	26
1.3.9 Award procedure.....	26
1.3.10 Information	26
1.3.11 Tender	26
1.3.12 Prices	28
1.3.13 The right to submit final tenders and opening of tenders	30
1.3.14 Awarding the public contracts based on the framework agreement.....	31
1.3.15 Concluding the public contracts based on the framework agreement.....	32
1.4 SPECIFIC CONTRACTUAL AND ADMINISTRATIVE CONDITIONS	34
1.4.1 Definitions (Art. 2)	34
1.4.2 Lead official (Art. 11)	34
1.4.3 Subcontractors (Art. 12 to 15).....	35
1.4.4 Confidentiality (Art. 18)	35
1.4.5 Intellectual property (Art. 19 to 23)	35
1.4.6 Performance bond	36
1.4.7 Conformity of performance (Art. 34)	36
1.4.8 Provisional technical acceptance (Art. 42).....	36
1.4.9 Performance modalities (Art. 146 et seq.)	36
1.4.10 Liability of the service provider (Art. 152-153)	37
1.4.11 Means of action of the contracting authority (Art. 44–53 and 154-155)	37
1.4.12 End of the public contract	40
1.4.13 Invoicing and payment of services (Art. 66 to 72 – 160)	40
1.4.14 Litigation (Art. 73 of the Royal Decree of 14.01.2013)	41
2 PART 2: TERMS OF REFERENCE.....	43

2.1 BACKGROUND	43
2.2 PRESENTATION OF THE MANAGEMENT SUPPORT	43
2.2.1 Flow of the management coaching	44
2.2.2 Target audience	45
2.2.3 Countries where service delivery may be required	45
2.2.4 Objectives	45
2.3 METHODOLOGY	46
2.3.1 Basic principles	46
2.3.2 Evaluation of the performance of the coach	48
2.4 REPORTING	48
3 PART 3: FORMS	50
3.1 IDENTIFICATION OF THE TENDERER	51
3.2 TENDER FORM - PRICES	52
3.3 INTEGRITY STATEMENT FOR THE TENDERERS	53
3.4 ACCESS RIGHTS	55
3.5 METHODOLOGY (MAXIMUM 3 PAGES)	59
3.6 MODEL CV	60
3.7 COPY OF THE DIPLOMA(S)	62
3.8 "EXPERT PROFILE" TABLE	63
3.9 TABLE OF SIMILAR SERVICES (PARTICIPATORY COACHING SERVICES IN MANAGEMENT) ...	64

1 Part 1: Administrative and contractual provisions

1.1 General provisions

1.1.1 Derogations from the Royal Decree of 14.01.2013

Chapter 1.4 Specific contractual and administrative conditions of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These Tender Specifications do not derogate from Articles of the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

1.1.2 The contracting authority

The contracting authority of this public contract is the Belgian Technical Cooperation, hereinafter referred to as BTC, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

On behalf of the Belgian government, BTC – the Belgian development agency – supports developing countries in their fight against poverty. Besides this public service mission on behalf of the Belgian government BTC also provides services on behalf of other national and international organisations contributing to sustainable human development¹.

For this public contract BTC is represented by Mr Carl Michiels, Chair of the Management Committee, and by Mr Peter Pauwels, member of the Management Committee of the Belgian Technical Cooperation.

¹ For more information see <http://www.btctb.org/showpage.asp?iPageID=34> and the Law of 21 December 1998 establishing Belgian Technical Cooperation, changed by the Laws of 13 November 2001 and 30 December 2001.

1.1.3 Institutional framework of BTC

The general reference framework in which BTC operates is the *Belgian Law on Development Cooperation of 19 March 2013*² as well as the *Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company, amended by the Laws of 3 November 2001, of 12 June 2012, of 27 December 2012 and of 15 January 2013*³.

The following developments are also a leitmotiv in BTC operations: We mention as main examples:

- In the field of international cooperation: the United Nations millennium goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003⁴, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁵ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: Agenda 21 (the 1992 Rio Summit), the Plan of Implementation of the World Summit on Sustainable Development (Johannesburg 2002), as well as initiatives of the European Union, like for instance The European Union Strategy for Sustainable Development, which was adopted in 2001 in Göteborg.

1.1.4 Rules governing the public contract

The following, among other things, apply to this public contract:

² Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

³ Belgian Official Gazette of 1 July 1999.

⁴ Belgian Official Gazette of 18 November 2008.

⁵ <http://www.ilo.org/ilolex/french/convdisp1.htm>.

- The Law of 15 June 2006 on public procurement contracts and on certain contracts for works, supplies and services⁶;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services;⁷
- The Royal Decree of 15 July 2011 on the award of public procurement contracts in the classic sectors⁵;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁵;
- Circulars of the Prime Minister with regards to public contracts⁵.

1.1.5 Definitions

The following definitions apply to this contract:

- The tenderer: The natural person (m/f) or legal entity that submits a tender;
- The participant: The tenderer with whom a framework agreement is concluded;
- The service provider: The participant with whom a public contract based on the framework agreement is concluded;
- The contractor/ service provider: The participant to whom a public contract arising from the framework agreement is awarded;
- The contracting authority: BTC;
- The framework agreement: An agreement between one or more contracting authorities and one or more building contractors, suppliers or service providers, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantities envisaged.
- The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- The initial tender: The tender submitted for a procedure in view of concluding a framework agreement;

⁶ A consolidated version of this document can be consulted in French on www.belgium.be; click on > économie > marchés publics

⁷ Belgian Official Gazette of 21 June 2013.

- The final tender: The tender submitted by the participant for an award procedure arising from a framework agreement;
- "Best and Final Offer" (BAFO): The improved bid submitted by the participant for an award procedure arising from a framework agreement after negotiations;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental performance levels, the design for all kinds of uses, including access for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, its safety or its dimensions, as well as requirements applicable to the product as regards trade names, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods, as well as the evaluation and conformity procedures;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, either at the initiative of the tenderer;
- Summary bill of quantities: The contract document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- Inventory: The contract document, in a public supply contract or a public services contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- BDA: Belgian Public Tender bulletin;
- OJEU: Official Journal of the European Union;
- OECD: Organisation for Economic Cooperation and Development;
- General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public work;
- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- Litigation: Court action.

1.1.6 Confidentiality

The tenderer or contractor and BTC are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disseminate this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

1.1.7 Deontological obligations

Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, the tenderer or the contractor from other public contracts concluded with BTC.

For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, the clarification, evaluation or tenders and applicants comparison procedures will lead to the rejection of the application or the 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 contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees 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.

Any tender will be rejected and any (public) contract will be cancelled once it appears that the contract awarding or its performance induced the transfer of 'extraordinary commercial expenditure'. Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due form referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal paradise, any commission transferred to a beneficiary that is not clearly identified or to a company that obviously merely serves as a façade.

The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

1.1.8 Applicable law and competent court

The public contract must be performed and interpreted according to Belgian law.

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 contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

See also point 1.1.14 Litigation (Articles 73 of the Royal Decree of 14.01.2013).

1.2 Object and scope of the contract

1.2.1 Type of contract

Public services contract (11 List II A).

1.2.2 Object of the contract

This public contract is awarded following the multiple-participant framework agreement modality.

The framework agreement establishes the terms governing public contracts to be awarded during the validity period of the agreement.

The framework agreement will be concluded with several participants following competition via an open call for tenders.

Every public contract arising from the framework agreement will be concluded following competition via a negotiated procedure without publication.

Every public contract arising from the framework agreement consists of coaching services in management for producers' organisations and micro, small and medium-sized enterprises.

Coaching and follow-up of implementation of recommendations/advice:

- Module 1 (fixed block): coaching on a financial and organisational analysis of the organisation – 6 days
- Module 2 (conditional block): coaching on achievement of organisational and financial tools – 6 days
- Module 3 (conditional block): follow-up coaching – 5 days in the 6 months following the performance of module 2
- Module 4 (conditional block): follow-up coaching – 5 days in the 6 months following the performance of module 3

The public contract services may concern the coaching of one or more organisations/enterprises. Each organisation or enterprise may, depending on the case, constitute a separate lot or not.

The indicated schedule (respectively 6 and 5 days for modules 1-2 & 3-4) will be confirmed or adjusted in the Terms of reference of each public

contract based on the framework agreement.

The services are detailed in Part 2 "Terms of reference".

1.2.3 Duration of the framework agreement

The framework agreement begins the first calendar day following the date of the framework agreement conclusion notification and it is concluded for a period of four years.

Each party may, however, terminate the agreement at the end of the first, second or third year, provided the other party is/parties are notified at least 90 calendar days prior to the end of the first, second or third year of the framework agreement. In this case, the party/parties may not claim damages based on this termination.

If the contracting authority terminates the framework agreement, it will apply for all participants and, consequently, all participants will be notified by registered mail. The only exception applies for the framework agreement being terminated with a participant in application of a measure as of right. In such a case, the termination of the framework agreement may be limited to a single participant whom the measure as of right is taken against.

If one of the participants takes the initiative to terminate the framework agreement, he will be barred from participating as from the second, third or fourth year, depending on the case. Once a participant is barred as a participant, he is not taken into consideration any more for public contracts based on the framework agreement.

1.2.4 Variants

Each tenderer may submit only one tender. Variants are forbidden.

1.2.5 Quantities

The number of assignments will depend of the number of organisations and enterprises participating to the management support programme. An estimated 20 organisations and enterprises are concerned by the programme.

Each service provider will accompany one or more organisations/enterprises.

Each public contract arising from the framework agreement is broken down in one or more fixed blocks and in one or more conditional blocks.

Public contract conclusion pertains to the whole of the blocks but only binds the contracting authority for the fixed block(s). The performance of each conditional block depends on a decision by the contracting authority of which the successful tenderer is notified in accordance with the modalities given under point 1.3.15.

1.3 Procedure

A. Procedure for framework agreement conclusion

1.3.1 Award procedure

The open call for tenders procedure is chosen, with the framework agreement modality within the meaning of Article 32 of the Law of 15 June 2006.

1.3.2 Publication

1.3.2.1 Official notification

Since it concerns services mentioned in Annexe II A of the Law of 15 June 2006, a contract notice is published in the BDA and OJEU, as well as on the OECD website.

1.3.2.2 Semi-official publication

These Tender Specifications are published on BTC's website (www.btcctb.org) and disseminated through other channels (websites, e-mails, LinkedIn, etc.).

1.3.3 Information

The framework agreement conclusion procedure is coordinated by Mrs Dominique De Mol, Public procurement administrator (dominique.demol@btcctb.org). Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this public contract will exclusively pass through this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until fifteen (15) calendar days before the final date for receipt of tenders, prospective tenderers may ask questions about these Tender

Specifications and the public contract. Questions will be addressed in writing to Mrs Dominique De Mol, public procurement administrator, rue Haute 147, 1000 Brussels, Belgium (dominique.demol@btcctb.org). In accordance with Article 44 of the Royal Decree of 15.07.2011, questions will be answered in the order they are received and at the latest six (6) days before the final date for receipt of tenders. An overview of questions asked will be available six (6) calendar days before the final date for receipt of tenders upon written demand at the address mentioned above and on the www.btcctb.org website.

Until the notification of the framework agreement award decision, no information will be provided about the evolution of the procedure.

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the Tender Specifications that are published in the Official Journal of the European Union or on the BTC website. For that purpose, the tenderer is strongly advised to regularly consult the publications and sites mentioned above in order to be informed about any possible changes or additional information.

1.3.4 Tender

For the procedure in view of concluding the framework agreement, the tender is called "**initial tender**".

1.3.4.1 Data to be included in the initial tender

The tenderer's attention is drawn to Article 8 of the Law of 15 June 2006 and to Article 64 of the Royal Decree of 15 July 2011 on incompatibilities.

The tenderer is strongly advised to use the tender form in annexe. In this respect, the tenderer's attention is drawn to Article 80 of the Royal Decree of 15 July 2011, which stipulates: "When the contract documents include a form for drawing up the tender and for filling out the summary bill of quantities or the inventory, the tenderer will use it. In case he does not use this form, the tenderer is fully responsible for the perfect concordance between the documents he has used and the form".

The tender and the annexes to the tender form are drawn up in French, Dutch or English.

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

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore

not be disseminated by the contracting authority.

The tenderer's attention is drawn to the fact that his signature is required and must be **original hand-written**. A photocopied or scanned signature is not accepted and is ground for rejecting the tender.

The following information will be included in the initial tender:

- The lump-sum unit price / the lump-sum unit prices in words and figures (excluding VAT)
- The VAT percentage
- The **original hand-written signature** of the person or persons, depending on the case, who has or have a mandate for signing the tender
- The function of the person or persons, depending on the case, who signs/sign the tender
- The date on which the above-mentioned person or persons, depending on the case, has/have signed the tender
- The full registration number of the tenderer with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) (for Belgian tenderers)

1.3.4.2 Period the initial tender is valid

For the procedure leading to the conclusion of a framework agreement the tenderers are bound by their initial tender for a period of 120 calendar days, as from the day after the date of tender opening.

1.3.4.3 Compilation of the initial tender

The tenderers attach the following to their initial tender:

- The identification form,
- The duly completed and signed tender form (original hand-written signature),
- All documents demanded pertaining to selection criteria and award criteria;
- The statutes and any other document required to establish the mandate of the signer(s);

- The signed Integrity Statement (original hand-written signature).

1.3.4.4 Copies

One original copy of the completed tender will be submitted on paper. Besides, the tenderer will add a copy. This copy may be submitted in the form of one or more PDF files on a CD-ROM or a USB stick.

1.3.5 Prices

1.3.5.1 Determination of prices

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

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices.

1.3.5.2 Elements included in the price – Initial tender

The tenderer is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The service provider will propose a day price in euros, excluding VAT.

The day price is to cover: insurance costs, communication cost (including internet), administrative and secretariat costs, photocopy and printing cost, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, all costs, staff and material expenses needed to perform the contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract.

The following must not be included in this price: per diem, transportation costs and other accepted costs. These costs must be included in the final tender (see 1.3.12.2 Elements included in the price – Final tender).

1.3.5.3 Revision of prices of the initial tender

A price revision may only be applied for changes in salaries and social contributions of the service provider's staff members. This price revision can be downwards and upwards and can be applied on the initiative of the contracting authority or the service provider. If a price revision is requested, it shall only be considered admissible if valid supporting documents have been included to the price revision request. For service providers established in Belgium the accepted supporting documents are those of the service provider's joint industrial committee. Non-Belgian service providers shall provide equivalent supporting documents or any other proof of evidence certifying a genuine increase of salary costs. Only one price revision can be applied per year (upon the framework agreement award anniversary date).

To calculate the price revision, the following formula applies:

$$P = P_o \times \left[\frac{(s \times 0,85)}{S} + 0,15 (=F) \right].$$

P = Price after revision

P_o = Price of the tender

s = salary costs (social security costs included) valid on the date the price revision is applied.

S = salary costs (social security costs included) valid 10 days prior to the opening of tenders

F: part that cannot be adjusted including fixed costs and benefits.

The price revision may only be applied if the difference between the new and old price (given in the tender for the first price revision or the last revised price accepted for succeeding price revisions) amounts to at least 3%.

1.3.6 The right to submit initial tenders and opening of tenders

1.3.6.1 The right to submit initial tenders and procedure for submission

Without prejudice to any variants, each tenderer may only submit one tender.

The initial tender must reach the president of the opening session before he/she has officially opened the session. It is submitted in a properly sealed envelope bearing the following information: Tender / Framework agreement **BXL 1656** – Opening of the tenders on **the 8th of December 2016 at 2 pm.**

In this case, the sealed envelope is put in a second closed envelope addressed to:

Belgian Technical Cooperation
To the attention of Mrs Dominique De Mol
Rue Haute 147
1000 Brussels, Belgium

It may be submitted:

- a) By mail (standard mail or registered mail) to the above address;
- b) Delivered by hand with acknowledgement of receipt: The service can be reached on working days during office hours: from 9 am to 5 pm (see address above).

1.3.6.2 Change or withdrawal of an initial tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Article 91 of the Royal Decree of 15 July 2011.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The object and the scope of the changes must be described in detail. Any withdrawal must be unconditional.

A withdrawal can also be communicated by fax or by electronic means that are not in conformity with Article 52, §1 of the Royal Decree of 15 July 2011, provided:

- 1° the withdrawal notification reaches the president of the opening session before he/she has officially opened the session; and,
- 2° it is confirmed by registered letter deposited at the post office as registered mail at the latest the day before the opening session.

1.3.6.3 Opening of initial tenders

The tenders must be in the possession of the contracting authority at the latest on **the 8th of December 2016 at 2 pm** (Belgian time). The tenders will be opened during a public session at the following address:

Belgian Technical Cooperation
Rue Haute 147
1000 Brussels, Belgium

1.3.7 Selection criteria– Regularity of the tenders– Award criteria for the procedure leading to the conclusion of a framework agreement

As part of the fight against conflicts of interests, in particular in view of avoiding revolving doors mechanisms as defined in the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, the tenderer shall refrain from relying on any former (internal or external) collaborators of the Belgian Technical Cooperation, within two years from his/her/their resignation, retirement or any other type of departure from the Belgian Technical Cooperation, for whatever reason, directly or indirectly, for the elaboration and/or submission of its tender or any other intervention under the award procedure or for tasks to be conducted as part of the performance of this public contract.

BTC reserves the right to exclude service providers who are currently directly involved in the commercialisation of the same type of products as the beneficiary organisation.

The above provision does however only apply when there is a direct link between the preceding activities conducted for the contracting authority by the person(s) concerned and his/her/their activities for this public contract.

Any breach of this measure liable to distort the normal conditions of competition is subject to a sanction in accordance with the provisions of Article 9 of the Law of 15 June 2006 on procurement and certain works, supply and services contracts. In concrete terms, this sanction, depending on the case, consists of discarding the tender or terminating the public contract.

1.3.7.1 Access rights and selection criteria

Before the contracting authority can start investigating the regularity of the tenders and evaluating them on the basis of the award criterion/criteria, tenderers that do not meet certain minimum quality conditions will be excluded from the procedure and their tender will not be evaluated.

Exclusion criteria

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in Part 3.

The contracting authority will verify the exactitude of this implicit Declaration on honour for the tenderers with the top-ranked tenders who can be considered to be designated as participants to the framework agreement. For that purpose, the contracting authority will ask the tenderers concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority. For Belgian tenderers, the contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

The documents that can be obtained for this verification are the following:

1) certification from the competent authority of the country where the tenderer is established, stating that he has not been subjected to a judgment that has the force of res judicata for:

Participation in a criminal organisation:

Corruption;

Fraud;

Money laundering;

A crime that blemishes his professional integrity.

2) certification from the competent authority of the country where the tenderer is established, stating that he has not discontinued his activities or that he is subject to legal composition, or in a similar situation arising from overseas regulations;

3) certification from the competent authority of the country where the tenderer is established, stating that he is in order with obligations with

regards to the payments of social security contributions that apply by law in the country of establishment;

4) certification from the competent authority of the country where the tenderer is established, stating that he is order with obligations with regards to the payment of taxes that apply by law in the country of establishment.

Selection criteria pertaining to the technical capacity of the tenderer

The tenderer shall dispose of staff that can perform the contract properly.

The tenderer shall propose one or more experienced consultants in participatory coaching in management who meet the criteria given below.

The consultant(s) proposed will be the one(s) who may be exclusively proposed for the public contracts arising from the framework agreement.

In case a tenderer proposes several consultants, only those meeting the requirements below may be proposed for the public contracts arising from the framework agreement.

The consultant(s) proposed must meet the following criteria:

1. A graduate of a Business School and/or degree in business administration, management sciences, economic or business science or equivalent through experience (minimum 3 years of experience as SME manager)
2. At least 2 years of practical experience in coaching managers/business in the targeted domains of competency:
 - o Financial management: financial analysis, calculation of cost price, budget forecasts, cash flow management, financing policy...
 - o organisational management and business model: business plan, planning tools, improvement of internal management and organisation, management of stocks and orders...
3. Relevant professional and/or other experience (minimum 1 assignment of 6 months or 3 assignments of at least 15 days) in the field (Africa, Latin America or Asia) showing the candidate's ability to adapt and work in different cultural contexts
4. experience (coaching, studies, volunteer work...) in fair or sustainable trade
5. Fluent in English and French (knowledge of African languages, among others, must be given in CV)

In order to demonstrate his technical capacity, the tenderer shall provide for the proposed consultant(s):

- A detailed CV (following the template given in Part 3, **the use of which is obligatory**);
- The copy of the diploma(s);
- The completed "expert profile" (see Part 3);

- A list of similar services (participatory coaching in management) (following the template given in Part 3);
- (1 or 2) outputs of earlier assignment(s) of participatory coaching in management.

The consultants may be invited to further detail these elements during an interview at the BTC head office in Brussels or by phone or via a Skype meeting.

1.3.7.2 Regularity of initial tenders

Only regular tenders will be considered for further award criteria examination.

Where the signature of the tenderer is required, an **original hand-written signature** is required of the person(s), depending on the case, with the power of attorney to sign the tender. A photocopied or scanned signature is not accepted and is ground for rejecting the tender.

1.3.7.3 Award criteria

For choosing participants for the framework agreement, the regular tenders of selected tenderers will be evaluated against the following criteria:

Criterion 1: methodology (70%)

The tender will detail the methodology that will be used for participatory coaching in management of producers' organisations and/or micro, small and medium-sized enterprises (work method, techniques, tools, etc.). 3 pages max.

To be regular, a tender must obtain at least 50% of points for this criterion.

Criterion 2: price (30 %)

The financial tender consists of the completed and signed tender form.

This criterion will be evaluated on the basis of the day rate excl. VAT.

1.3.8 Concluding the framework agreement

The framework agreement will be concluded with the (20) best-ranked tenderers, after the contracting authority has verified the exactitude of the

implicit Declaration on honour of these tenderers.

The framework agreement is concluded by the notification to the participant of the contracting authority's decision.

Notification is by registered mail, by fax or by any other digital means in as far, in the latter two cases, the content of the notification be confirmed within five days by registered mail.

Notice though that in accordance with Art. 35 of the Law of 15 June 2006 there is no obligation for the contracting authority to conclude the framework agreement.

The contracting authority can either decide not to conclude the framework agreement, either redo the procedure, if necessary through another award procedure.

The documents governing the framework agreement are:

- These Tender Specifications;
- The tenders of the participants.

B. Procedure for awarding the public contracts based on the framework agreement

1.3.9 Award procedure

For award procedures of the public contracts based on the framework agreement a negotiated procedure without publication will be used.

1.3.10 Information

Procedures for awarding public contracts based on the framework agreement will be coordinated by Mrs Dominique De Mol, Public procurement administrator (dominique.demol@btcctb.org). Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this public contract will exclusively pass through this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract.

The invited tenderers may ask questions about the public contract. The questions are asked in writing to the contact person mentioned above.

Until the notification of the public contract conclusion decision, no information will be provided about the evolution of the procedure.

1.3.11 Tender

For the procedure in view of concluding a public contract arising from the framework agreement, the tender is called "**final tender**". The invitation to submit a final tender will be sent to participants with which BTC had concluded the framework agreement, following the modalities described in 1.3.14 Awarding of the public contracts based on the framework agreement. On this occasion the information on the beneficiaries to be coached, their location, products, etc. will be passed on.

1.3.11.1 Data to be included in the final tender

The tenderer's attention is drawn to Article 8 of the Law of 15 June 2006 and to Article 64 of the Royal Decree of 15 July 2011 on incompatibilities.

The tenderer is strongly advised to use the tender form in annexe. In this respect, the tenderer's attention is drawn to Article 80 of the Royal Decree of 15 July 2011, which stipulates: "When the contract documents include a form for drawing up the tender and for filling out the summary

bill of quantities or the inventory, the tenderer will use it. In case he does not use this form, the tenderer is fully responsible for the perfect concordance between the documents he has used and the form".

The tender and the annexes to the tender form are drawn up in French, Dutch or English.

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

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be disseminated by the contracting authority.

The following information will be included in the final tender:

- The lump-sum unit price / the lump-sum unit prices in words and figures (excluding VAT)
- The total amount of the tender in words and figures (excluding VAT)
- The amount of VAT
- The total amount of the tender in words and figures (including VAT)
- The signature of the person or persons, depending on the case, who has or have a mandate for signing the tender
- The function of the person or persons, depending on the case, who signs/sign the tender
- The date on which the above-mentioned person or persons, depending on the case, has/have signed the tender
- The full registration number of the tenderer with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) (for Belgian tenderers)

1.3.11.2 Period the final tender is valid

For each award procedure based on the framework agreement, the validity period of the final tenders is 60 days. This period starts as from the first calendar day following the date on which the final tenders are due. If applicable, a new 60-day period will be applied as from the first day

following the date on which the participant has submitted a BAFO.

1.3.11.3 Compilation of the final tender

Any documents to be attached to the final tender will be listed in each invitation to participants to submit a final tender.

1.3.12 Prices

1.3.12.1 Determination of prices

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

The public contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices.

1.3.12.2 Elements included in the price – Final tender

The price tender will be compiled as follows:

a) Fees

The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The service provider will propose a day price (fees) in euros, excluding VAT.

The following are included in the day price: insurance costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, all costs and staff and material expenses needed to perform this contract, the copyright fees, the purchase or leasing of third-party services needed for the performance of the contract.

The service provider invoices maximum 1 day for preparation and 1 day for reporting per module and per coached producers' organisation. Sundays during assignments are not reimbursed, except where the service provider uses it as the day for reporting. International travel days are not considered work days and are therefore not reimbursed by BTC.

The lump-sum unit prices mentioned by the participant in his final tender (and, if applicable, his BAFO) may not exceed the unit prices given in the initial tender.

The participant's attention is drawn to the fact that he may submit in his final tender a price that is lower than the price submitted in the initial tender in order to render his final tender more competitive.

b) International travel costs:

In addition to the unit prices for the fees, an estimate of the maximum amount of international travel costs will also be given in the final tender.

The coach will plan field work in such a way as to limit to a strict minimum any travel costs by grouping assignments for different beneficiaries as much as possible. International and local flight costs are reimbursed at the actual economy class rate upon presentation of the original flight ticket. The itinerary selected will be in function of the most logical combination of the following elements:

- The most interesting rate;
- The most acceptable itinerary;
- The travel dates required for services performed for BTC only.

Flight travel costs will be reimbursed upon presentation of the original supporting document attached to the invoice.

These costs will not be taken into account when comparing the tenders.

c) Per diem

For the days of field assignment for which the coach must book accommodation, a lump-sum amount will be given in the final tender to cover the accommodation costs and meals (day rate in EURO, excluding VAT). For the days on or which the coach travels and/or works in the field but does not need to book accommodation (for instance: days with a night flight), only 50% of the lump-sum amount will be borne.

d) Other accepted costs (where applicable)

The costs, where applicable, for obtaining visa and for local transportation costs linked to service delivery can be reimbursed on the basis of the original supporting document attached to the invoice.

The beneficiary producers' organisation/enterprise may help provide local transportation (only for the performance of the public contract).

At least, the type of costs will be given in the final tender as well as the estimated amount, if known.

These costs will not be taken into account when comparing the tenders.

1.3.13 The right to submit final tenders and opening of tenders

1.3.13.1 The right to submit final tenders and procedure for submission

- a) The tender must be submitted to the contracting authority by e-mail at the address and at the date given in the Invitation to tender.
- b) The original paper version of the best final tender or the BAFO will be sent after the conclusion of the public contract at the following address:

Belgian Technical Cooperation
Rue Haute 147
1000 Brussels
Belgium

Or at a BTC Representation of which the address is given in the Invitation to tender.

1.3.13.2 Change or withdrawal of a final tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted, this must be done in accordance with the provisions provided for tender submission mentioned under point 1.3.13.1 a) above and at the latest before the final date for receipt of tenders mentioned in the Invitation to tender.

1.3.13.3 Opening of final tenders

The tenders must be in the possession of the contracting authority at the latest on the date mentioned in the Invitation to tender. The tenders will be opened behind closed doors.

1.3.14 Awarding the public contracts based on the framework agreement

1.3.14.1 Proceeding of award procedures

For each award procedure based on the framework agreement a negotiated procedure without publication will be used.

For each public contract, for competition purposes, the experts mastering the working language of the coaching services will be invited to tender.

The participant(s) concerned will be invited by e-mail and the final tenders will be sent by e-mail, in a PDF format and in an editable format.

In a first step, it will be verified whether the final tender does not go against provisions of the framework agreement. Next, it will be verified whether the final tender does not go against the additional conditions listed in the invitation to submit a final tender. If so, a list of irregularities will be established. These irregularities can be dealt with through negotiations. Following negotiations the participant will be able to submit a BAFO. This BAFO will be checked to verify if the irregularities of the final tender have disappeared, on one hand, and if the BAFO meets the contracting authority's requirements, on the other hand. The BAFO may be taken into consideration for awarding if it meets both these conditions.

If applicable, the service providers may be invited to present their final tender and/or BAFO during an interview at the BTC head office in Brussels or by phone or via a Skype meeting.

1.3.14.2 Award criteria

For the final choice of service provider, the regular final tenders and/or BAFOs will be evaluated following the same award criteria as the initial tender submitted for the conclusion of the framework agreement.

Criterion 1: methodology (70%)

For each of the public contracts to be awarded, the content of the technical tender will be specified in the Invitation to tender. This will at least concern a detailed management participatory coaching methodology (work method, techniques, tools, etc) specifically for the enterprises/organisations to be coached as well as a proposed detailed planning.

Criterion 2: price (30%)

The financial tender consists of the completed and signed tender form provided in the Invitation to tender.

This criterion will be evaluated on the basis of the total price of the tender excluding VAT with the exception of the estimated costs of international flights (where applicable) and of the "other reimbursable costs", see point 1.3.12.2 Elements included in the price.

1.3.15 Concluding the public contracts based on the framework agreement

In accordance with Art. 102 of the Royal Decree of 15 July 2011, the public contract is concluded by the notification to the selected tenderer of the approval of his tender.

Notification is by registered mail, by fax or by any other digital means in as far, in the latter two cases, the content of the notification be confirmed within five days by registered mail.

Notice though that in accordance with Art. 35 of the Law of 24 December 1993 there is no obligation for the contracting authority to award the contract.

The contracting authority can either decide not to award the contract, either redo the procedure, if necessary through another award procedure.

A contract based on the framework agreement comprises:

- The Tender Specifications and its annexes;
- The invitation to submit a final tender;
- The final tender or approved BAFO;

- The registered letter of notification of the award decision;
- If applicable, any later documents that are accepted and signed by both parties.

Conditional block are ordered via an order form signed by the lead official and forwarded by e-mail and mail.

1.4 Specific contractual and administrative conditions

This chapter of these Tender Specifications holds the specific provisions that apply to all public contracts based on the framework agreement as a derogation of the 'General Implementing Rules for public contracts and for public works concessions' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

These Tender Specifications do not derogate from Articles of the GIR.

1.4.1 Definitions (Art. 2)

The following definitions apply to this contract:

- The lead official: The official or any other person who manages and controls the performance of the contract;
- Performance bond: Financial collateral given by the contractor for its obligations until final and good performance of the public contract;
- Acceptance: Observation by the contracting authority that the performance by the contractor of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- Progress payment: Payment of an instalment under the contract after service delivery is accepted;
- Advance: Payment of part of the contract before service delivery is accepted;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract;

1.4.2 Lead official (Art. 11)

The management of the framework agreement and of the public contracts based on this agreement is entrusted to Mrs Virginie Bartholomé, Finance and business management officer of the Trade for Development Centre.

Once the contract is concluded, the lead official is the main contact point for the service provider. Any correspondence and any questions

concerning the performance of the contract will be addressed to him/her.

The lead official or the person responsible is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the contract with regards to its object and that remain in its scope.

However, the signing of amendments or any other decision or any other agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the lead official. For such decisions the contracting authority is represented as stipulated under point 1.1.2 "The contracting authority".

1.4.3 Subcontractors (Art. 12 to 15)

The contractor remains, in any case, solely liable to the contracting authority.

The service provider commits to having the contract performed by the persons indicated in the tender, except for force majeure. If the person mentioned in the tender is unable to perform the public contract, the service provider shall immediately notify the lead official thereof and will propose a replacement with equivalent profile and competences. The contracting authority reserves the right to accept or not the replacement proposed.

The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

1.4.4 Confidentiality (Art. 18)

The contractor commits to not advertising about this contract without the preliminary written agreement of the contracting authority. It may, however, refer to this contract for public procurement purposes provided that it correctly indicates its status (e.g. 'in performance') and that the contracting authority has not withdrawn this permission because of poor performance of the contract.

1.4.5 Intellectual property (Art. 19 to 23)

The materials developed by the service provider may be used by the contracting authority for the coaching programme. It may be reproduced

and distributed for this purpose. The materials may also be deposited – for consultation purposes – in the contracting authority's library.

BTC and coached producer organisation acquire the intellectual property rights created, developed or used during performance of the contract, related to the business of the producer organisation.

At no stage the service provider will use the business information, business contacts (like customers), business development ideas or management ideas of the coached producer organisation: not for publishing, not for own purposes and the development of its own business or development of competing businesses.

1.4.6 Performance bond

For public contracts based on the framework agreement, no performance bond is required.

1.4.7 Conformity of performance (Art. 34)

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

1.4.8 Provisional technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the assignment to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

1.4.9 Performance modalities (Art. 146 et seq.)

1.4.9.1 Deadlines and terms (Art. 147)

For each of the public contracts based on the framework agreement, the services must be performed in conformity with the calendar attached to the terms of reference of the invitation to submit a final tender or with the calendar approved during negotiations or with the calendar attached to the order of a conditional block.

The deadlines for ordering conditional blocks are mentioned in Part 2 Terms of references.

1.4.9.2 Place where the services must be performed (Art. 149)

The services are performed where the organisation benefiting of the coaching is established or in a place to be determined if that place is in an area where security cannot be guaranteed. The place will be specified in the invitation to submit a final tender.

Some services (in particular the follow-up services) may also, in full or partially, be performed from a distance by phone or by e-mail following the modalities fixed in the approved tender.

The possible countries are listed in Part 2 "Terms of reference".

1.4.9.3 Evaluation of the services delivered

Services will be closely followed up during their performance by the lead official or his/her representative.

In addition, the service may be evaluated by the beneficiaries of coaching.

In function of the results of the evaluations and of the follow-up and in case these evaluations and follow-up indicate adaptation is required, the contracting authority may ask the service provider to adapt his intervention.

1.4.10 Liability of the service provider (Art. 152-153)

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider.

1.4.11 Means of action of the contracting authority (Art. 44–53 and 154-155)

The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the 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

the employees 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 case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the contract and /or the exclusion of contracts of the contracting authority for a determined duration.

1.4.11.1 Failure of performance (Art. 44)

§1 The contractor is considered to be in failure of performance under the contract:

- 1° when the delivery is not carried out in accordance with the conditions specified in the contract documents;
- 2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;
- 3° when it does not observe written orders, which are given in due from by the contracting authority.

§2 Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. It may assert its right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Its silence is considered, after this time, acknowledgement of the facts reported.

§3 Any defects found on its part render the contractor liable for one or more of the measures provided for in Articles 45 to 49 and 154 and 155.

1.4.11.2 Fines for delay (Art. 46-154)

Fines for delay are not related to penalties provided under Article 45. They are due, without the need for notice, simply by the expiry of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

Regardless of the application of any fines for delay, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services.

1.4.11.3 Measures as of right (Art. 47-155)

§1 When, upon expiry of the period mentioned in Article 44, § 2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the deadline given in Article 44, §2, when the contractor has explicitly recognised the defects found.

§ 2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part of the contract;

2° Performance under donor-country management of all or part of the non-performed contract;

3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

1.4.12 End of the public contract

1.4.12.1 Acceptance of the services performed (Art. 64-65 and 156)

The services will not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.

Acceptance is planned after a (fixed or conditional) block is delivered.

Upon expiry of the thirty-day period following the date stipulated for completion of the services of a block, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up of that block.

For a public contract, acceptance of the last conditional block or the last fixed block, if no conditional block is ordered, marks the end of the public contract.

1.4.12.2 Acceptance costs

There are no acceptance costs that are borne by the service provider

1.4.13 Invoicing and payment of services (Art. 66 to 72 – 160)

The contractor sends ONE invoice ONLY for each field assignment, which will cover all eligible costs (international flight, fees, per diem and other eligible costs such as local transportation costs). The invoice must quote the number and name of the public contract as well as the name(s) and the country of the coached organisation(s).

This invoice (one copy) must be sent to the following address:

Mrs Virginie Bartholome, finance and business management officer
Trade for Development Centre
Belgian Technical Cooperation

Rue Haute, 147
1000 Brussels
Belgium

Only services that have been performed correctly may be invoiced.

The amount owed to the service provider must be paid to the service provider within maximum thirty days as of the final date of the services' verification period.

When the contract documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in EUROS.

The service provider may not request advances.

1.4.14 Litigation (Art. 73 of the Royal Decree of 14.01.2013)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of "litigation", i.e. court actions, correspondence must (also) be sent to the following address:

Belgian Technical Cooperation, public-law company

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Mrs Inge Janssens

Rue Haute 147

1000 Brussels

Belgium

2 Part 2: Terms of Reference

2.1 Background

The Trade for Development Centre (TDC) is a programme of BTC, the Belgian development agency, that aims at better market access of organisations of small producers (cooperatives, associations, enterprises) developing fair or sustainable trade initiatives.

For the purpose, the TDC has put in place since 2012 strategic and operational marketing support providing producers with better understanding of their markets so they can diversify their customer base, be better prepared to deal with inflexible and experience middlemen, etc. This successful approach is now complemented with support in financial and organisational management which consists in direct coaching of the producers.

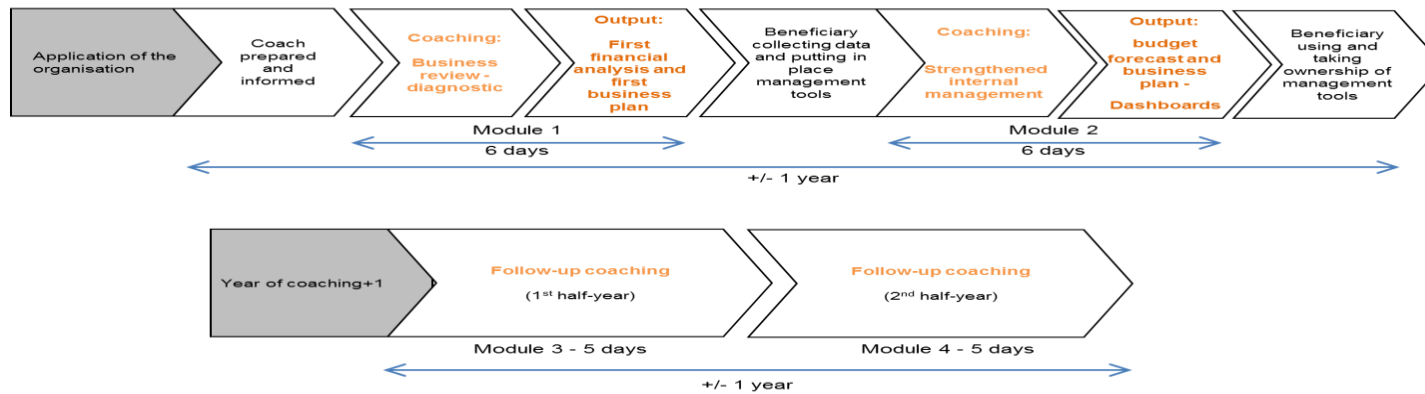
2.2 Presentation of the management support

The TDC's support in management is based on a customized coaching programme covering all organisational and financial aspect: business review; elaboration/improvement of the business plan, elaboration of budget forecasts, realisation of financial and organisational management monitoring tools; financing policy of the organisation, cash flow, stock, analysis/monitoring of risks, etc.

The support that the TDC wants to offer is unbiased and neutral. The producer's best benefit is the starting point of the reflection.

2.2.1 Flow of the management coaching

The coaching is split up into different phases, as shown below, and can take 1 year for the whole implementation. Afterwards, a follow-up coaching will take place.



These different phases are detailed further in the following sections of this document.

2.2.2 Target audience

- Small producers' organisations or collector organisations (= producers' cooperatives or associations)
- or
- micro, small and medium-sized enterprises, either
 - with a contractual relationship with one or more small producers' organisations
 - or
 - being owned wholly or partly by one or more small producers' organisations
- trading products under "fair and sustainable trade" conditions;
- growing, processing and trading one of the following product categories: coffee - cocoa - fruits - vegetables - nuts - medicinal & aromatic plants - rice - tourism...;
- and having legal status since at least 2 years.

2.2.3 Countries where service delivery may be required

Algeria - Benin - Burkina Faso - Burundi - Côte d'Ivoire - DR Congo - Ghana - Guinea - Mali - Morocco - Mozambique - Niger - Palestine - Rwanda - Senegal - South Africa - Tanzania - Uganda - Vietnam.

2.2.4 Objectives

The assigned coach will lead the producers' organisations to a sustainably improved income through a better management of their organisation.

The coaching programme aims at providing the producers' organisation with a better understanding and consequently with better overall financial, organisational and personnel management. .

By the end of the programme, producers:

- better understand the functioning of their business, its strengths and weaknesses;
- better understand the cost structure and are able to realise financial forecasts; are able to calculate the cost price, to understand and apply the depreciation logic, etc.;
- are able to choose the most opportune method of financing for developing their activities (measure their cash flow, elaborate a financing or subsidy file to submit to a bank or a donor respectively, put in place a common fund ('tontine') system, etc.);

- area able to better define and improve the services offered to their members, are able to develop tools to adapt/strengthen their organisation's prime mission;
- are able to better communicate and consequently to boost transparency vis-à-vis their membership and other stakeholders;
- have been handed keys allowing them to better manage financial and/or organisational issues;
- have tools (business plan, budget, cash flow plan, etc.) that they can submit to their stakeholders.

2.3 Methodology

2.3.1 Basic principles

The coach will adopt a highly participatory approach and will generate and collect the best ideas of the coached organisation.

In achieving the services, the coach will use the following relational competences:

- Strong empathy and listening ability
- Critical spirit
- Ability to transfer and vulgarise information
- Ability to motivate, give trust and enhance the competences of the coachees
- Ability to co-create a strategy or tools

The coach works in such a way that the coached organisation remains the driver behind the coaching programme and is the owner of its content and strategic choices.

The approach of the coach ensures that the coached organisation naturally and entirely takes up the ownership of the outcomes of the coaching programme. In other words, the coached organisation – by itself – defines its business plan, its financial management tools, its communication with its stakeholders, etc.

The assigned coach and the TDC will operate as facilitators and advisers. At no stage the assigned service provider-coach, nor the TDC, will substitute themselves to the organisation by taking over its responsibilities, making strategic choices on its behalf, or by implementing action plans or by executing its activities.

2.3.1.1 Module 1: Coaching in financial and organisational management

Preparation phase

This phase is a fixed block and will take place before any coaching initiative.

To gain a critical view and to be able to evaluate the correctness of the analyses, it is

essential that the coach gets acquainted with the context in which the producers operate. This means that, before starting coaching, the coach needs to collect - by him/herself - as much information as possible about the country, the market and products/services offered by the organisation as well as about legal and accounting standards.

All relevant information about the organisation available at the TDC will be handed over to the coach before the start of on-site work. This should at least consist of the application form and all annexed documents provided by the benefiting organisation

Coaching services

This phase is a fixed block and the first phase of the coaching itinerary.

Period: 6 days – The coach contacts the producers' organisation as to fix the detailed planning

Expected outputs (non-exhaustive):

- First organisational and financial diagnosis
- Outline of a business plan
- Calculation of cost price of different products/services

Expected reports: see point 2.5 Reporting

2.3.1.2 Module 2: Coaching in financial and organisational management

This module constitutes a conditional block. Based on the first report written by the coach (see below) and the evaluation by the benefiting organisation, TDC will decide if it makes sense for the producers' organisation to continue the coaching itinerary with the following module.

The decision to order this conditional block will be taken maximum 2 months after the acceptance of said first report.

Period: 6 days – The coach contacts the producers' organisation as to fix the detailed planning

Expected outputs (non-exhaustive):

- Business plan
- Budget forecast including the financing plan and cash flow plan.
- Financial and organisational management tools

Expected reports: see point 2.5 Reporting

2.3.1.3 Modules 3 and 4: follow-up coaching

Supporting the practical implementation

Based on the 'concluding report' written by the coach (see below) and the feedback from the benefiting organisation, TDC will decide if it makes sense for the producers' organisation to benefit from follow-up coaching, the exact content of this coaching and its appropriate duration.

Duration:

- Module 3: follow-up coaching – 5 days in the 6 months following the performance of module 2

This module constitutes a conditional block.

- Module 4: follow-up coaching – 5 days in the 6 months following the performance of module 3

This module constitutes a conditional block.

The decision to order this conditional block will be taken maximum 6 months after the acceptance of the first monitoring report.

Expected outputs (non-exhaustive):

- Update of the Business Plan
- Update and evolution of the management tools
- Improved positioning of the entity vis-à-vis its stakeholders
- Specific management support based on weaknesses identified during earlier sessions or based on a demand formulated by the beneficiary organisation

Expected reports: see point 2.5 Reporting

2.3.2 Evaluation of the performance of the coach

TDC will evaluate the performance of the coach, based on the delivered output and based on the evaluation by the beneficiaries.

See also point 1.4.9.3 Evaluation of the services performed.

2.4 Reporting

All reports are written in the coachee's language and delivered in digital form to the TDC's lead official: virginie.bartholome@btctb.org.

The service provider will submit after each coaching module a report to TDC and the producers' organisation –following a template given by TDC– which, among other things, comprises:

- The planned time schedule and the actual time schedule realised as well as the explanation of any discrepancies between both
- The expected outputs as well as a short explanation of the state of progress, any issues encountered. Examples: business plan, cost price calculation tool, financing file...
- the action plan/to-do list decided jointly with the organisation for the following module
- a proposed planning for the following coaching module and for monitoring the implementation
- the evaluation form provided by TDC and filled out by the participants to the coaching programme
- findings and recommendations to the producers' organisation and TDC

In addition to the above-mentioned, the service provider also submits to TDC only:

- its opinion on level of understanding, ownership and potential of the organisation, it's progress in the coaching;
- any issues, weaknesses or elements hampering progress or threatening future implementation.

The report will be submitted at the latest 2 weeks after the last day of coaching.

3 Part 3: Forms

Overview of the documents that must be supplied for the first stage of the procedure:

- Tenderer identification form
- The filled out and signed initial tender form
- The signed integrity statement
- The statutes and any other document required to establish the power of attorney of the signer(s)
- The methodology used for participatory coaching in financial and organisational management of producers' organisations and/or micro, small and medium-sized enterprises (work method, techniques, tools, etc.)
- The detailed CV (following the template given in Part 3)
- The copy of the diploma(s)
- The "profile table" (see Part 3)
- A list of similar services (participatory coaching in management) (following the template given in Part 3)
- 1 or 2 output(s) realised in earlier assignments of participatory coaching in management (such as a business plan or a coaching report).

Reminder: The tenderer's signature must be original hand-written.

3.1 Identification of the tenderer

Name and first name of the tenderer or name of the company and legal form	
Nationality of the tenderer and of staff (if different)	
Domicile / Registered office	
Telephone number and fax number	
National Social Security Office registration number or equivalent	
Enterprise number	
Represented by the undersigned (*) (Name, first name and function)	
Contact person (telephone number, fax number, possibly e-mail address)	
If different: Project manager (telephone number, fax number, e-mail address)	
Account number for payments Financial institution Under the name of	

(*) The tenderer shall include in his tender proof that the party/ies signing the tender is/are mandated to do so. The following are considered proof of evidence: an official document (statutes, declaration before a notary, etc.) certifying that the person signing is accredited to do so in the name of and for the account of the entity/joint enterprise/consortium.

Signature(s) (**original hand-written**):

3.2 Tender Form - Prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications **Bxl 1656** and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own conditions.

The unit prices offered for participation to the framework agreement are the following, given in euros and exclusive of VAT:

Description	Unit	Unit prices in euros (exclusive of TVA)
Fees (*)	Day (**)	

(*) See point 1.3.5.2 Elements included in the prices – initial tender

(**) lump-sum 8-hour working day

VAT percentage%.

Certified true and sincere,

Signature(s) (**original hand-written**):

3.3 Integrity Statement for the tenderers

Concerns the tenderer:

Domicile / Registered office:

Reference n° of the public contract:

To the attention of the Belgian Technical Cooperation,

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

- Neither members of administration or workers, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the 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 the Belgian Technical Cooperation.
- 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 the Belgian Technical Cooperation (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Specifications and I / we declare fully endorsing and respecting these articles.

I am / we are also aware of the fact that the personnel of the Belgian Technical Cooperation are bound by the provisions of a Code of conduct, which states that: *“In order to ensure the impartiality of personnel, staff members are not allowed to solicit, demand or receive gifts, bonuses or any other kind of benefits for themselves or third parties, whether in exercising their function or not, when said gifts, bonuses or benefits are linked to that exercising. Note, that what matters most here is not so much the enrichment resulting from accepting gifts, bonuses or benefits of all kinds, rather than the loss of impartiality, which is required from the staff member when exercising his/her function. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered”.*

If above-mentioned 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 contract, it is strictly forbidden to the contractor of the contract (i.e., members of administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to staff members of the Belgian Technical Cooperation 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 (procurement) 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 may lead to the exclusion of the signer of this contract from other public contracts concluded with the Belgian Technical Cooperation.
- The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that the Belgian Technical Cooperation 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.

Signature **(original hand-written)** preceded by the **hand-written note** "Read and approved" by:

including the name and function)

.....
Place, date

3.4 Access rights

Access rights – See Art. 61 et seq. of the Royal Decree of 15.07.2011

In accordance with Article 20 of the Law of 15 June 2006 any tenderer is excluded from accessing the contract, regardless of the stage of the procedure, if he has been found guilty by a judgement which has the force of res judicata of which the contracting authority has knowledge, for:

- 1° Participation in a criminal organisation as defined in Article 324bis of the Criminal Code
- 2° Corruption, as defined by Article 246 of the Criminal Code
- 3° Fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, approved by the Law of 17 February 2002
- 4° Money laundering as defined by Article 3 of the Law of 11 January 1993 on the prevention of the use of the financial system for the purposes of money laundering and of terrorist financing.

In view of the application of this paragraph, the contracting authority has the right to ask the tenderer to provide the necessary information or documents. When the contracting authority has doubts about the personal situation of these candidates or tenderers, it can contact the competent Belgian or foreign authorities to obtain the information it considers necessary information in this respect.

In accordance with Article 20 of the Law, a candidate or tenderer can be excluded from accessing the contract, regardless of the stage of the procedure:

1° If he is bankrupt or put into liquidation, has ceased activities, is involved in composition with creditors, or is in any analogous situation arising from a similar procedure provided for in other national regulations;

2° If he has filed for bankruptcy, if he is in winding-up procedure or composition with creditors, or if he is in any similar procedure provided for in other national regulations;

3° If he has been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity;

4° If he has committed a serious mistake in his professional duties;

5° If he has failed to meet his obligations in terms of paying social security contributions, in accordance with the provisions of Article 62;

6° If he has failed to meet his obligations pertaining to the payment of his taxes in accordance with Belgian legislation or the legislation of the country where he has his registered office, in accordance with the provisions of Article 63;

7° If he has been found guilty of misrepresentation in supplying the information required under this chapter or if he has not provided that information.

<p>§ 1. The Belgian tenderer employing staff subject to the law of 27 June 1969 modifying the statutory order of 28 December 1944 on social security for employees must be in order with National Social Security Office obligations.</p> <p>§ 2. The foreign tenderer must, at the latest the day before the final date for receipt of tenders:</p> <p>1° Be in order with the obligations with regards to social security contributions according to legal provisions of the country where he is established;</p> <p>2° Be in order with the provisions of §1, if he employs staff subject to the law of 27 June 1969 modifying the statutory order of 28 December 1944 on social security for employees.</p> <p>§ 3. At any stage of the procedure, the contracting authority may investigate, by whatever means it chooses, the situation with regards to the payment of social security contributions of any tenderer.</p> <p>For the foreign tenderer, certification from the competent authority stating that he is in order with obligations with regards to the payments of social security contributions that apply by law in the country of establishment.</p>	
<p>The tenderer will be excluded from taking part in the contract, if he has been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity.</p>	

<p>The tenderer may not have committed a serious mistake in his professional duties, duly established in a way which the contracting authority can justify.</p> <p>Moreover, by signing the tender, the tenderer undertakes to respect the standards defined in the basic conventions of the International Labour Organisation (ILO) and in particular:</p> <p>1° Prohibition of forced labour (Conventions n° 29 on forced labour, 1930, and n° 105 on the abolition of forced labour, 1957)</p> <p>2° Right to Union freedom (Convention n° 87 on union freedom and the protection of union rights, 1948)</p> <p>3° Right to Organise and to Bargain Collectively (Convention n° 98 on the Right to Organise and to Bargain Collectively, 1949)</p> <p>4° Prohibition of Discrimination in Respect of Employment and Remuneration (Conventions n° 100 on Equal Remuneration, 1951 and n° 111 concerning Discrimination in Respect of Employment and Occupation, 1958)</p> <p>5° Minimum Age for Admission to Employment (Conventions n° 138 on Minimum Age for Admission to Employment, 1973, and n° 182 on the Prohibition of the Worst Forms of Child Labour, 1999).</p> <p>Non-compliance with the above-mentioned conventions will be considered a serious mistake in professional duties within the meaning of Article 61, §2, 4° of the Royal Decree of 15 July 2006. The preceding provisions apply without prejudice to other provisions listed in Article 61 of the above-mentioned Royal Decree.</p>	
<p>The tenderer must be in order with his obligation pertaining to the payment of his taxes in accordance with Belgian legislation or the legislation of the country where he has his registered office, in accordance with the provisions of Article 63 of the Royal Decree of 15 July 2011.</p>	
<p>The tenderer will be excluded from taking part in the contract if he has been found guilty of misrepresentation in supplying the information required under this chapter or if he has not provided that information.</p>	

3.5 Methodology (maximum 3 pages)

3.6 Model CV

PERSONAL DETAILS

Name:	Private telephone:
First name:	Professional telephone:
Sex:	Mobile phone:
Date of birth:	1st e-mail address:
Place of birth:	2nd e-mail address:
Nationality/ies:	Marital status:

Official address	
Street:	Number:
Post box:	Postal code:
Municipality:	Country:

Contact address (if different from above):	
Street:	Number:
Post box:	Postal code:
Municipality:	Country:

STUDIES/EDUCATION

Starting with the most recent one, list your education and/or training background, using one line for each diploma/certificate obtained.

Use/Add as many lines as needed.

Name of the institution, city, country	Date beginning – Date end	Level and name of diploma, degree or certificate obtained	Specialism(s)

LANGUAGE SKILLS

Rank from 1 to 5 (1 - excellent; 5 - basic)

	Reading	Speaking	Writing
French			
English			
Other			
Other			

OTHER COMPETENCES (for instance, ICT skills, etc.)

KEY QUALIFICATIONS

List the key professional qualifications that you consider especially relevant for this contract.

-
-
-

CURRENT CAREER SITUATION

AVAILABILITY

Immediately / As from ...

RELEVANT PROFESSIONAL EXPERIENCE

List all your relevant remunerated professional activities below, in chronological order (starting with the most recent one).

Use/Add as many lines as needed.

Start date (dd/mm/yy) - End date (dd/mm/yy)	Location	Agency / Donor / Company	Function	Product category (if applicable)	Description of your role and activities

OTHER RELEVANT INFORMATION (publications, membership of professional organisation...)

--

3.7 Copy of the diploma(s)

The tenderer attaches the copy of the diploma(s) to the CV(s) of the proposed expert(s)

3.8 "Expert profile" table

Selection criteria	Qualifications / experience	Year(s)
Graduate(s) of a Business School and/or degree in business administration, management sciences, economic or business science or equivalent through experience (minimum 3 years of experience as SME manager)		
<p>At least 2 years of practical experience in coaching managers/business in one of the two targeted domains of competency:</p> <ul style="list-style-type: none"> - Financial management: financial analysis, calculation of cost price, budget forecasts, cash flow management, financing policy... - Organisational management and business model: business plan, planning tools, improvement of internal management and organisation, management of stocks and orders... 		
Relevant professional and/or other experience (minimum 1 assignment of 6 months or 3 assignments of minimum 15 days) in the field (Africa, Latin America or Asia) showing the candidate's ability to adapt and work in different cultural contexts		
experience (coaching, studies, volunteer work...) in fair or sustainable trade		
Fluent in English and French (knowledge of African languages, among others, must be given in CV)		

3.9 Table of similar services (participatory coaching services in management)

Name of coached organisation/business	Contact person & contact details	Country	Dates	Name of organisation (public or private) on behalf of which the coaching was carried out	Objective of coaching	Product/service category	Methodology (please detail)	Achievements (*)	Challenges encountered

(*) The output(s) of the participatory management coaching assignments (such as the business plans, etc.) will be attached to the table.