



Tender Specifications

Framework contract for the provision of training services in digital literacy and ICT in Enabel in Uganda.

Negotiated procedure with prior publication

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DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES

Section 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 by way of derogation from the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These tender documents derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)"). This is motivated by the need to provide equal opportunity for local and international tenderers to participate with a view to increasing competition.

Technical Specifications

1.1 Requirements for the services and the deliverables

1.1.1 Technical methodology

The Contractor shall provide the services and the deliverables as specified hereafter by applying a technical methodology, which factors in the following aspects.

1.1.1.1 Background information

Enabel, The Belgian development agency in partnership with the Government of Uganda is implementing a 5-year portfolio in a number of districts selected from Gulu, West Nile, Rwenzori, Albertine, and Busoga. The portfolio has two pillars, Pillar I - Sustainable, green, and decent jobs for youth and Pillar II - Local access to quality education and healthcare for vulnerable groups.p

Pillar 1 shall focus on leveraging innovation and technology to lead more youth and especially more women and vulnerable youth (including refugees) towards self-employment and jobs and to support the green growth of businesses and value chains to increase their job absorption capacity.

Pillar 2 shall focus on piloting and scaling up creative and impactful solutions to some of the very complex barriers to safe and quality education and health care for vulnerable groups. Wherever possible, we shall scale up initiatives that have been piloted in the existing education and health program in Uganda, such as e-health and e-learning solutions, innovative infrastructure design, etc.,

Enabel offers a practical approach to Edtech according to the Digital Transformation strategy 2019 – 2025 for Enabel. In the strategy, digital literacy and digital skills are seen as key enablers to mitigate inequalities and build strong digital economies. It also emphasizes that education professionals can use digital learning platforms to get access to quality material and best practices in education.

The effective training of personnel in integrating ICT into the classroom, health services and skilling is essential for the attainment of this objective. To propel this, the government of Uganda designed a digital transformation roadmap in which it recognizes the importance of digital skills in this digital age.

This roadmap proposes to equip the citizens with the necessary ICT knowledge and capabilities by prioritizing digital literacy programs, up-skilling and re-skilling initiatives.

In this context, Enabel shall support the partner institutions to build capacity for integrating ICT into service delivery including teaching and learning, health services, education & training for health, skilling and improving work processes for managers at schools, health centres, TVET centres and districts.

A non-exhaustive list of approaches to be used in achieving the above is listed below:

1. Promotion of digital technologies (EdTech) to digitalize and improve service delivery - teaching in Secondary Schools, TVET institutions and Health Training Institutions
2. Co-creating alternative modalities for continuous professional development (CPD) of teachers, health care providers, TVET instructors and preparing best practices for scale-up
3. Development of innovative (digital or not) and effective mechanisms to monitor time on task, building on Enabel's previous pilot experiences
4. Strengthening innovation capacities and innovative solutions to facilitate exchange and peer learning
5. Strengthening entrepreneurial and innovation skills and competencies of youth (especially vulnerable youth, including refugees), through non-formal skilling
6. Co-creating solutions (digital) to strengthen the local government's role in monitoring, supervising and inspecting performance in secondary schools, TVET institutions, Education & Training institutions and health facilities.

Unique value proposition

The ICT/digital skills training should offer a unique value proposition to the health and education sectors - health training institutions, health care facilities, secondary schools, and vocational training institutions. It should achieve the following outcomes:

1. Increased uptake of digital services: Greater digital literacy boosts the adoption and use of digital services among administrators and managers.
2. Retention of students and improved learning outcomes due to the enhanced teacher or tutor competencies in integrating ICT skills into teaching and learning.
3. Global competitiveness: To compete in the global digital economy, the Enabel projects will harness the economic and social value of empowering tutors, trainers, teachers, and students. These skills will empower the partners with the skills required for innovation and digital transformation in the business world both locally and globally.

4. Shared use of data: the training will support the availability of open data for decision-making, tools and skills for data capture and management.
5. Skilling for Jobs creation: With this ICT/ Digital Skills training, Enabel will be able to create a pool of talented youths and trainees who can use ICT as an accelerator for employment creation and development.

General objective

To meet the ICT/ Digital Skills training needs of partner institutions – secondary schools, VTIs, Health Training Institutions, health facilities and district levels.

Specifically, the beneficiaries of this training shall be able to:

1. Bridge the gender and inclusion digital divide, by increasing the number of youth, especially girls, women, refugees, boys equipped with ICT / digital skills.
2. Achieve a critical mass of digital skills for education among teachers/tutors, school managers, students, health care providers.
3. Facilitate professional development and networking among health and education service providers
4. Effectively use ICT tools, software applications, and digital resources in managing work processes
5. Support health and education service providers to organize and create their digital resources
6. Practice safe, ethical, and legal ways of using ICT
7. Use ICT to make processes more inclusive and to address multiple needs
8. Upskill, reskill and cross-skill health and education service providers in various digital skills relevant to their work

Location of activities

The activities shall be implemented in the districts where Enabel is operating and the districts include, Kampala, Wakiso, Mukono, Jinja, Kamuli, Adjumani, Madi Okolo, Yumbe, Gulu, Kitgum, Lamwo, Kasese, Kabarole, Kyegegwa and Hoima.

Training participants

The training shall directly target the participants below;

1. District Officials
2. Education and health managers
3. Teachers and tutors
4. Health care providers

5. The indirect participants shall be students and some of the selected community members

Tasks

The contractor shall employ a highly participatory and consultative approach while undertaking the assignment to ensure sustainability and ownership of the process of ICT/ Digital Skills training in selected institutions. The methodology should adhere to the Uganda digital transformation roadmap and the Enabel digital transformation strategy. The assignment shall unfold in 7 clearly defined implementation tasks below:

Task 1: ICT/ Digital skills pre-assessment

In a participatory and co-creation manner, the contractor shall conduct a comprehensive inquiry of the readiness for the digital era in the institutions where Enabel is operating. The main objective is to collect and analyse data relating to the knowledge, skills, attitudes and usage of various ICT services by the teachers, tutors, managers and service recipients (students and the community).

The key objective is to identify the existing capacity gaps in terms of usage of ICT/digital literacy skills, systems, applications and perception and making recommendations for improvement. Specifically, the assessment will;

1. Identify digital competence gaps
2. Compile and deliver a report of the reassessment needs per target group
3. Prioritize the digital competence needs to be improved or updated
4. Indicate where to seek well-defined opportunities for self-development and to keep up-to-date with the digital evolution.

Deliverables

1. A methodology for preassessment data collection.
2. Tools for data collection designed to assess the pre-training knowledge, skills, and attitudes of the participants towards ICT.
3. A report on the level and category at which the target group is to be trained e.g., basic, intermediate and advanced for the different beneficiary categories
4. A report on Identified digital competence gaps and the gaps that need to be improved or updated
5. A one pager report on opportunities for self-developments and to keep up to date with the digital evolution, beyond the Enabel support, prioritized.

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Task 2: Design and development training materials and manuals for digital skilling

The contractor shall design and develop the ICT/ Digital Skills training material and manuals. This must cater for the skills fit for the 21st century managers, teachers/tutors and other providers, the digital transformation roadmap of Ugandan and the Enabel digital transformation strategy. Various digital assessment reports that were conducted by Enabel and the Ministry of ICT and National Guidance have continuously revealed the need for ICT/digital readiness and literacy in the education and health sectors. The contractor shall use relevant and generally accepted training material in the courses. All training content shall be in accordance with existing national guidelines and policies.

The aim of this task is to develop materials as specified and adapted to the needs of the partner institutions.

The design phase deals with learning objectives, assessment instruments, exercises, content, subject matter analysis, training programme planning and online media/material selection. The design phase should be systematic and specific. Systematic means a logical, orderly method of identifying, developing and evaluating a set of planned strategies targeted for attaining the learning goals. Specific means each element of the design plan needs to be executed with attention to details. Learning objectives and content should be based on the provided ideas.

The development phase is where the trainer / expert creates and assembles the content assets that were created in the design phase. The trainer / expert works to develop and/or integrate appropriate technologies

In case an existing training programme need to be tailored to a specific target audience, the development phase is rather an adaptation. This tailoring can have many forms, for example:

1. By focusing on a specific part of the training outlines and extending the information on this part,
2. By taking into consideration the participant's knowledge and experience,
3. By limiting the number of days and/or subjects of one course to fulfil the interests of a specific group of the targeted audience.
4. Training materials (binders, slide show, presentation material...) may be created or customised in relation to the training adaptation requested.

Generally the training structure and content shall have to respect the principles of adult learning below:

1. **Design with the user:** By designing with the users and not for them, the contractor shall build digital tools to better address the needs - specific context, culture, behaviours and expectations of the people who will directly interact with the course.
2. **Design for scale:** Achieving scale requires adoption beyond an initiatives pilot population and support the beneficiaries to take the initiative to new communities or regions.
3. **Learning materials must be relevant to the present and the future:** The content needs to speak to the priority concerns and the contexts of the target audience. Therefore, the content might not be too theoretical nor too general.
4. **Provide active learning opportunities to develop and demonstrate creativity:** Participants should be able to practice their learning during the training and coaching event: application and practice are central. Providing frameworks, explaining underlying principles and illustrative examples from other settings are all relevant. But the purpose of effective learning is to go beyond awareness and 'theoretical' knowledge, to skill: the ability to do. That means case studies, self-paced online learning, synchronous and asynchronous team and individual assignments, team exercises, team projects, simulations, role play etc. enhanced by constructive feedback.
5. **The learning should engage the whole person:** The training should not stay at the rational-intellectual level but allow for deep learning through deeper engagement. Deeper learning might require the training to cover less, and leave more time for practice. It also implies the focus should shift from the 'delivery of supplied training' to the 'learning of the participants', the trainer/expert becomes more of a 'learning facilitator'. It also implies flexible training programme planning: a good balance needs to be found between structures (prepared sessions) and being responsive to participant questions.
6. **Design for sustainability:** Building sustainable programs, platforms and digital tools that are scalable is essential to maintain user and stakeholder support, as well as to maximize long-term impact.

During the face-to-face courses/trainings, the contractor shall distribute the training and supporting materials to the participant on the day the course/workshop/training starts, (hand-outs, presentation, training manuals, textbooks, etc.), ad hoc training materials are to be given out at the appropriate time. Training materials are developed on behalf of the Government of Uganda and Enabel and therefore bear their logos. All materials shall remain the property of these two entities for subsequent use. It will be important to review existing and relevant documents in relation to ICT/ Digital Skills training.

Deliverables

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1. A report of the co-creation/ participatory meetings with a clear definition of the results that the beneficiaries want to achieve at the end of the training and the key actions to take and the content they want delivered.
2. Blended learning training materials (a course agenda, sample certificate, handouts and exercises, PowerPoint presentation, relevant training manual - eventually also learner materials – format free of choice in a word document) in good quality English and delivered to the contracting authority, for approval, at least 1 week before the starting date of each training course/workshop. The material should be submitted in a format that can be edited. The materials shall be for the following modules; Computer essentials, Online essentials, Word processing, Spreadsheets, Presentation, Online collaboration: Project planning , IT security, Advanced online collaborative skills , Emerging ICT Tools for Teaching-Learning process in 21st century, Work process improvement, Databases and support the establishment of a digital library
3. Pilot the material designed in 1 school per region to test relevance and effectiveness and provide a report of the test period.
4. Content upload on the Enabel Learning Management system before the face-to-face training starts. The modalities of this should be both synchronous and asynchronous and should include importation of lesson content; upload documents (word, PDF), videos, PowerPoints, etc., create quizzes, create assignments, create and edit student groups etc.

Task 3: Conduct ICT/ Digital Skills training for the target groups

The contractor shall deliver training ICT/digital skills training depending on the needs. The methodologies of delivery will factor in all levels of learner, especially adult learners who are a key target group.

Some of the tools to be used may include Smartphones, Tablets, Laptops and Computers and so the content ought to be optimized to them. These devices are powerful tools for learning, communicating, searching, managing, and sharing information. ICT/digital skills should be viewed as a vital part of multi literacy.

When delivering the training, the level and category per module should be considered. The levels may be: Basic, Intermediate or Advanced

The ICT / digital skills curriculum for the listed beneficiaries shall focus on the modules below:

Module	Objectives
Computer essentials	On completion of this module, the participant should be able to: <ul style="list-style-type: none"> • Understand key concepts relating to ICT, computers, devices and software

	<ul style="list-style-type: none"> • Start up and shut down a computer • Work effectively on the computer desktop using icons, windows. • Adjust the main operating system settings and use built-in help features • Create a simple document and print an output • Know about the main concepts of file management and be able to efficiently organise files and folders • Understand key storage concepts and use utility software to compress and extract large files • Understand network concepts and connection options and be able to connect to a network • Understand the importance of protecting data and devices from malware, and the importance of backing up data • Recognise considerations relating to green IT, accessibility, and user health
Online essentials:	<p>On completion of this module the participant should be able to:</p> <ul style="list-style-type: none"> • Understand web browsing and online security concepts • Use the web browser and manage browser settings, bookmarks, and web outputs • Search effectively for online information and critically evaluate web content • Understand key copyright and data protection issues. • Understand concepts of online communities, communications and email • Send, receive e-mails and manage email settings • Organise and search emails and use calendars
Word processing:	<p>On completion of this module the participant should be able to:</p> <ul style="list-style-type: none"> • Work with documents and save them in different file formats • Choose built-in options, such as the Help function, to enhance productivity • Create and edit small-sized word processing documents that will be ready to share and distribute • Apply different formats to documents to enhance them before distribution; recognise good practice in choosing the appropriate formatting options • Insert tables, images, and drawn objects into documents. • Prepare documents for mail merge operations • Adjust document page settings • Check and correct spelling before finally printing documents

	<ul style="list-style-type: none"> • Suggest alternatives for turning a word document into an educational material with assessments and interactive exercises
Spreadsheets:	<p>On completion of this module the participant should be able to:</p> <ul style="list-style-type: none"> • Work with spreadsheets and save them in different file formats • Choose built-in options, such as the Help function, within the application to enhance productivity • Enter data into cells; use good practice in creating lists • Select, sort and copy, move and delete data • Edit rows and columns in a worksheet • Copy, move, delete, and appropriately rename worksheets • Create mathematical and logical formulas using standard spreadsheet functions; use good practice in formula creation; recognise error values in formulas, conduct budget planning and management using excel • Format numbers and text content in a spreadsheet. • Choose, create, and format charts to communicate information meaningfully • Adjust spreadsheet page settings • Check and correct spreadsheet content before finally printing spreadsheets
Presentation:	<p>On completion of this module the participant should be able to:</p> <ul style="list-style-type: none"> • Work with presentations and save them in different file formats. • Choose built-in options, such as the Help function, within the application to enhance productivity • Understand different presentation views and when to use them; choose different slide layouts and designs • Enter, edit, and format text in presentations • Recognise good practice in applying unique titles to slides • Choose, create, and format charts to communicate information meaningfully • Insert and edit pictures, images, and drawn objects • Apply animation and transition effects to presentations • Check and correct presentation content before finally printing and giving presentations
Online collaboration:	<p>On completion of this module the participant should be able to:</p> <ul style="list-style-type: none"> • Understand the key concepts relating to online collaboration and cloud computing

	<ul style="list-style-type: none"> • Set up accounts to prepare for online collaboration. • Use online storage and web-based productivity applications to collaborate • Use online and mobile calendars to manage and plan activities. • Collaborate and interact using social networks, blogs, and wikis. • Schedule and host online meetings and use online learning environments • Understand key mobile technology concepts and use features such as e-mail, applications, and synchronisation • Identify appropriate collaborative tools for their needs • Set up online collaborative tools • Use of online collaborative tools, such as storage, productivity applications, calendars, social media etc • Manage web meetings using various platforms – Webex, Google meet, Teams and zoom etc • Use E-learning environments (e.g Moodle) • Use mobile technology to work and deliver services • Use digital tools for collaboration and peer learning with other colleagues (jam board, mural, etc.)
Project planning	<p>On completion of this module the participant should be able to:</p> <ul style="list-style-type: none"> • Understand key concepts relating to managing projects • Use of project management application to create a new project and maintain an existing project • Create and schedule tasks; add project constraints and deadlines • Assign costs; create and assign resources to tasks. • View the critical path, monitor progress, and reschedule work • Prepare and print outputs, including charts and reports
IT security	<p>On completion of this module the participant should be able to:</p> <ul style="list-style-type: none"> • Understand the key concepts relating to the importance of secure information and data, physical security, privacy, and identity theft. • Understand the importance of keeping information and data secure, and identify common data/privacy protection, retention and control principles • Get familiar with the threats to personal security; from identifying theft and potential threats to protecting data while using cloud computing • Use of passwords and encryption to secure files and data • Explain the common network and wireless security types • Use of personal firewalls and personal hotspots

	<ul style="list-style-type: none"> • Protect a computer or device from unauthorised access • Manage and update passwords • Use appropriate web browser settings and how to authenticate websites and browse the web securely • Communicate and report about the security issues that can arise from using e-mail, social networks, voice over Internet protocol, instant messaging and mobile devices • Backup and restore data to local and cloud storage locations and delete and dispose of data and devices securely
Databases	<p>On completion of this module the participant should be able to:</p> <ul style="list-style-type: none"> • Understand the key concepts, database organisation and relationships • Use the application, working with databases and common tasks • Produce tables, charts, bar graphs, records, design and relationships • Retrieve information, main operations queries • Use forms • Produce reports, data export and printing
Application of the Emerging ICT Tools for Teaching-Learning processes in the 21st century	<p>On completion of this module, the participant should be able to:</p> <ul style="list-style-type: none"> • Create, use, and manage appropriate technological processes and resources to facilitate learning and improve work performance. • Integrate virtual reality in teaching institutions, • Apply multimedia and animation, • Design digital instructional material • Integrating ICT into teaching and learning Digital video, e-books, e-learning, and use of Smart projectors, • Design blended learning courses • Design online survey tools • Apply artificial intelligence in work process and in teaching and learning • Master graphic design in communication, teaching and learning. • Use digital storytelling • Use the most current ICT tools in classroom assessment (Kahoot, MicroPoll, Poll Maker, Slido, Mentimeter, Quizizz and google forms • Design and develop video and audio lessons and deliver them via screen casting and or podcasting.

Work process improvement	<p>On completion of this module the participant should be able to:</p> <ul style="list-style-type: none"> • Use Digital tools to ease work processes • Write courses on Massive Open Online Courses (MOOCs) • Install project planning and management tools • Introduce Enterprise Resource Planning (ERP) tools in work processes • Use digital marketing in business
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The training shall be given in English. The Contracting Authority shall input on the locations where the training will be held in Uganda, but preferably at the institutions or districts.

Deliverables

1. High-quality face-to-face training provided to participants of the partner organizations. The quality of the courses will be assessed by the contracting authority and by the participants. The contracting authority reserves the right to modify the proposed training content, dates and location, to ensure the smooth implementation.
2. High-quality online training courses delivered to participants of the partner organizations; deliver online lesson content, quizzes, assignments, feedback on discussion forums, sending notifications to participants, Interpreting participants and course analytics and report participants' activities online.
3. Signed participation list or any other documents delivered to the contracting authority to allow for processing of logistics and any other payments.
4. A training/workshop report. This is complemented by the Training Evaluation Form filled by the participants to evaluate the training. The contractor should submit a standard outline for the Training Evaluation Form for approval by the contracting authority. This evaluation by the participants is conducted to verify the level of satisfaction of participants with the training /workshop and knowledge jump. The standard outline for the Training Status Report is approved by the contracting authority and must be followed by the trainer. The report should be submitted to the contracting authority within 1 week at the end of each training. Annexed to these reports should be a copy of:

1. Participants attendance list and other documents required by the contracting authority (original). Signing should be per day.
2. All training material provided to the participants before and during the training/course/workshop, in both hard copy and electronic format.
3. Minimum of 20 quality pictures, in electronic format.
4. An Action Plan linking learning to performance - standard outlines co-

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created with the contracting parties and must be followed by the trainer. This Action Plan needs to be developed by the participants under the guidance of the trainer during the training and therefore a session on this needs to be planned in the training programme.

5. Blank certificate of participation that shall be approved before the training commences.

Deliverable 5: post training report. Since the trainings shall have specific focus on knowledge and skills improvement, the contractor shall run a post-training test based on the tools used in the pre-assessment phase.

Task 4: Establish a pool of ICT champions to sustain the training in ICT in each institution

Out of the pool of the trained participants, the contractor shall establish a pool of ICT champions and equip them with trainer skills to sustain and continue implementing ICT training programs. The ICT champions shall be equipped with the knowledge and skills needed to become an effective ICT (Information and Communications Technology) educators/trainer, preparing them to train the next generation of IT professionals in the country. The pool of ICT champions shall be taken through the topics below:

1. Adult Learning Principles
2. The role of an ICT trainer
3. Effective communication and presentation skills
4. Assessment strategies in ICT education
5. Planning and delivering ICT training sessions - Hands-on workshops and practical exercises
6. Evaluating training effectiveness
7. How to implement blended learning courses
8. Continuous learning and staying updated in ICT
9. Building a professional network and communities of practice in the ICT education community
10. How to offer support and mentor aspiring ICT trainers

Deliverables

1. High-quality face to face training of trainers courses delivered to selected participants. The quality of the courses will be assessed by the contracting authority and by the participants. The contracting authority reserves the right to modify the proposed dates and location, in order to ensure the smooth implementation of the courses.
2. A report of the ToT training with the following attachments:

- Participants lists of the attendees.
- A mentoring plan for aspiring ICT trainers of trainers
- A clear roadmap of scaling up the ICT courses to other participants in selected institutions with responsible persons per region.

Task 5: Support and follow-up the transfer of learning during and after the training

The aim of this task is to arrange and ensure transfer of learning as the contracting authority seeks training results that are observable in terms of improved individual or team performance. This assistance is seen as a structured form of process support of an individual or of a small group of employees of an organization. This assistance is generally perceived as an intensive form of support that works as a catalysator in the development of the individual or of a team.

For this type of task, the development aspect entails exploration of the context and needs of the individual/team, clarifying the purpose of the assistance, agreeing with the individual/team the actions to undertake, design the assistance, facilitating the intervention, create commitment around actions to undertake by the individual/team, collecting and processing results, following up including evaluation and feedback to the individual/team.

The effective provision of assistance will take the following forms:

1. A staff engagement before and after the training – this could be face to face or by a teleconference.
2. Action planning at the end of the training to form a forward agenda for change.
3. Coaching of teams, groups and individuals to help them develop specific capacities needed for change.
4. Mentorship for transfer of learning

Deliverables

1. High-quality assistance to follow-up on transfer of learning delivered to the beneficiary organizations. The quality of the assistance will be assessed by the contracting authority and by the participants.
2. Report of the assistance to follow-up on transfer of learning. The contractor shall also prepare a one-page Transfer of Learning Report on the follow-up of each course, including an analysis of the dialogue with the participants, a summary of any problems encountered and proposals for improvement. The standard outline for the Transfer of Learning Report is provided by the contracting authority and must be followed by the trainer / expert the report should be submitted to the contracting authority within one Tender Specifications – Procurement procedure reference UGA22008-10020

week of the end of assistance session. Annexed to these reports should be a copy of:

- Participant’s list (original)
- Updates to the Action Plan for linking learning to performance. The action plan should be one that has the conceptualized results of pre-assessment exercise.
- A one-page Transfer of Learning Report after each support assistance.

The framework for any assistance to follow-up on transfer of learning is the action plan for linking learning to performance. The action plan shall precede the support activities and ought to be approved by the contracting authority.

1.2 Requirements for the resources

1.2.1 Human Resources

1.2.1.1 Selection and composition of the team

Composition of the team	<ul style="list-style-type: none">• 1 coordinator/team leader• A pool of a minimum of 7 experts – a maximum of 10 experts (inclusive of the team leader)
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The contractor shall be responsible to present a pool of key experts that shall cover all contents of this contract. The contractor shall be responsible for selecting a coordinator/team leader and the individual expert out of his pool for delivering the outputs of the specific service requests of the contract.

Coordinator/team leader

The Contractor shall identify a coordinator/team leader within its organisation who will represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the selection criteria. Similarly, the Contracting Authority will designate contact persons.

All communications and exchange of information between the Contracting Authority and the Contractor during the contract period shall be held in writing or email, in English and be addressed to the Contractor’s single point of contact and to the contact person in the Contracting Authority respectively.

The coordinator shall need to closely collaborate with the Contracting Authority ensuring that the quality of the assignment meets the standards set. In addition, he/she shall safeguard that the requirements as described in this tender are being kept.

Individual Experts

The Contractor shall be responsible for selecting the individual expert(s) for delivering the outputs of the specific activities of the contract. But each individual expert will require all the following skills and expertise, as specified hereafter.

1.2.1.2 Qualifications of the Team

Mandatory requirements for the coordinator/team lead:

- A minimum of a master's degree in ICT studies from an accredited university or college
- Minimum 5-year experience as an ICT trainer with ICDL certification and Microsoft office specialist certificate
- Have at least 5 years proven experience of developing educational content & manuals, organization of trainings and other capacity development support
- Have at least 3 years proven experience of project management.
- Have experience with methods to facilitate transfer of learning to the workplace.

Other requirements

- Proven online training / blended learning experience
- Have proficiency in English language.
- Have knowledge of adult learning principles.
- Experience in teaching adults.

Mandatory requirements for each of the individual experts:

1. A minimum of a master's degree in ICT studies from an accredited university or college
 2. Minimum 1-year experience as an ICT trainer with ICDL certification and Microsoft office specialist certificate) accredited trainer / expert
 3. Have at least 3 years proven experience of developing educational content & manuals, organization of trainings and other capacity development support
 4. 2 years' experience in delivering digital work processes (ERP, eLearning and others)
 5. Have proficiency in English language.
 6. Experience in teaching/training adults.
 7. Have knowledge of adult learning principles.
 8. Have experience with methods to facilitate transfer of learning to the workplace.
- Tender Specifications – Procurement procedure reference UGA22008-10020

9. Have proven experience of coaching employees

Support Staff

The Contractor is free to ensure the presence of an administrative support staff in each of the services organised. The administrative support shall not be invoiced separately and should be included in the lump-sum unit price per day.

1.2.1.3 Management of the Team

During the implementation of the contract, the contracting authority shall individually assess the performance of the key experts and conduct evaluation sessions to get feedback from the participants. The contracting authority reserves the right to reject an expert if his/her performance is not satisfactory to the contracting authority.

The contractor shall ensure that there is a back-up expert available in the pool. Should the expert become unavailable for more than 2 days for any reason, the back-up expert has to be provided at short notice. The back-up expert shall continue the implementation at the required standards. In case of unavailability of a team member, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender.

Efficient communication and sharing of experience must be put in place within the team.

1.2.1.4 Deployments of the Team

The contractor shall be responsible to present key experts that can cover all contents of this contract per order and shall know the particulars of the content of the contract and demonstrate expertise to deliver it within the estimated number of person days specified below.

	Estimated number of training events	Estimated number of man-days	Estimated number of participants
Estimates for the whole duration of the Framework contract (for information purposes only).	115	575	3,000

The contracting authority is not obliged to request for all the quantities. This is shared for the information for the service provider to assess the scope of services.

Below is the estimated number of person days for a 4 to 5 day workshop assignments with indication of maximum preparation time, maximum travel time to location, maximum on mission, maximum travel time back from the Kampala and maximum reporting time.

	Tasks for a five-day assignment Units (person-days)	Tasks for a four-day assignment Units (person-days)	Tasks for a three-day assignment Units (person-days)
Design, develop and/or adapt training courses/workshops (preparation)	2	2	1
Delivery of the training courses/workshops	5	4	3
Logistics for the training courses/workshops	0	0	0
Provision of a Training Status Report including evaluation of the training	2	1	1
Fuel shall be reimbursed to the contractor at cost per litre based on the pump's prevailing market price for either petrol or diesel (whichever was actually used) at the time of	1	1	1

For assignments without workshops involved the following estimates are considered:

	Preparation time (person-days)	Time for actual assignment (person-days)	Reporting (person-days)
ICT/ Digital skills pre-assessment	1	½ per school	3 days per region

Support and follow up the transfer of learning during and after the training	1	1 Day per School	0.5 days per region
Establish a pool of ICT champions to sustain the training in ICT in each institution	1	3 per event	1 per event

Please note that:

- For travel from Kampala to Fort-Portal, Hoima, Gulu, Jinja, Masindi, Mubende, Kaliro, and back, 0.5 day of travel shall be considered (in each direction) and same from those area to Kampala;
- For travel within Kampala or from Kampala to Entebbe and Mukon/Wakiso, no travel reimbursement shall be considered if the service provider office is established in that area.
- For training between 10 and 15 trainees: 1 Expert
- For trainings between 16 and 30 trainees: 2 Expert

1.2.2 Other resources and Logistics

The contractor shall be responsible for the provision of all logistical needs for their team to ensure the effective execution of the assignment in the different regions. These shall include field per diems, meals, transport, accommodation, stationery, printing, to mention but a few.

Enabel shall provide transport, meals and accommodation for participants of workshops/trainings. Enabel will also be responsible for the provision of training labs, equipment (computers) and venues.

2 General provisions

2.1 Derogations from the General Implementing Rules

Chapter ‘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 procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

2.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, 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). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by person(s) who shall sign the award letter and are mandated to represent the organisation towards third parties.

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

- In the field of international cooperation: the United Nations Sustainable Development 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 2003², as well

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013. Belgian Official Gazette of 1 July 1999.

² Belgian Official Gazette of 18 November 2008.

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 Organisation³ 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: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁶;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement contracts.

³ <http://www.ilo.org/ilolex/french/convdsp1.htm>.

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel 's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.;

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be; Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

The contractor/ service provider: The tenderer to whom the procurement contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Uganda.

The tender: Commitment of the tenderer to perform the procurement contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

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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 procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

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 works;

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 procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2.6 Processing of personal data by the contracting authority and confidentiality

2.6.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

2.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose 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.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>

2.7 Deontological obligations

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

For the duration of the procurement 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.

In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered

a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

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, clarification, evaluation and comparison of tenders and candidates' procedure 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 procurement 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 agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

The contractor of the procurement 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.

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

2.8 Applicable law and competent courts

The procurement 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 procurement 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.

3 Modalities of the contract

3.1 Type of contract

This procurement contract is a service tender in a form of a framework contract.

3.2 Scope of the contract

3.2.1 Subject-matter

This services procurement contract consists of the **provision of training services in digital literacy and ICT in Enabel in Uganda**, in conformity with the conditions of these Tender Specifications.

3.2.3 Items

The procurement contract consists of several trainings and with following items stated in the technical specification, section 1.1.1.1, Tasks

Task	Task description
1.	ICT/ Digital skills pre-assessment
2.	Design and develop training materials and manuals for digital skilling
3.	Conduct ICT/ Digital Skills training for the target groups
4.	Establish a pool of ICT champions to sustain the training in ICT in each institution
5.	Support and follow-up the transfer of learning during and after the training

These items are pooled and form one single procurement contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract.

3.2.4 Variants

Each tenderer shall submit only 1 bid, variants are not permitted.

3.5 Duration of the contract

The procurement contract starts upon award notification following the contract award date and shall last for a duration of **4 calendar years**.

The implementation duration and starting point of each order will be specified in the Terms of reference attached to each service order.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement 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 (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

These Tender Specifications derogate from Article(s) 25-33 of the GIR.

4.1 Managing official (Art. 11)

The managing official is Mr. Joeri Lysen, e-mail: Joeri.leysen@enabel.be

Once the procurement contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the procurement contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope. However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under the contracting authority.

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

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

The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);

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- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.4.2 Processing of personal data by a subcontractor

PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT)

During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

Given the public contract, it is to be considered that the contracting authority and the contractor will each be responsible, individually, for the processing.

4.5 Intellectual property (Art. 19 to 23)

The contracting authority shall acquire the intellectual property rights created, developed or used during performance of the procurement contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected. For domain names created under the procurement contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

When the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.6 Performance bond (Art. 25 to 33)

The performance bond is set at 5 % of the total value, excluding VAT, of the procurement contract in case the value of the purchase order exceeds 50,000 Euros. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions.

As a derogation from Article 26, the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of procurement contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office Fill out the form

https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcck@minfin.fed.be

After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office

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(Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;

4° in the case of a guaranty, by the deed of undertaking of the credit institution

This proof must be provided as applicable by submission to the contracting authority of:

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function;
or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and a reference to the procurement documents, as well as the name, first name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatory', as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

Request by the contractor for the acceptance procedure to be carried out:

The performance bond linked to each service order will be released at the final acceptance related to that order.

4.7 Conformity of performance (Art. 34)

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

4.8 Changes to the procurement contract (Art. 37 to 38/19)

4.8.1 Replacement of the contractor (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the procurement contract.

4.8.2 Adjusting the prices (Art. 38/7)

For this contract, price reviews shall be permitted.

The contract price upon finalization and approval shall be fixed for a period of one year. At the beginning of the second and every following year of the framework contract, each price may be revised upwards or downwards at the request of one of the parties.

To calculate the price revision, the following formula applies:

$$P_r = P_o \left(\frac{I_r}{I_o} \right)$$

Where:

Pr = Price after revision

Po = Price quoted in the tender

Io = Index for the month in which the framework Contract (FWC) enters into force;

Ir = Index for the month in which the request to revise prices is received

This revision shall be determined by the trend in the harmonized consumer price index published by the Uganda Bureau of Statistics (UBOS) Database for the applicable index appropriate for the industry. The price revision may only be applied if the price increase or decrease following the request or if the price revision request amounts to at least 3% of the price quoted in the tender (for the first price revision) or of the last price revised or imposed (as of the second price revision). The total revision under this clause shall be subject to a ceiling of plus or minus 10% of the price quoted in the tender.

4.8.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

The contracting authority reserves the right to suspend the performance of the procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts. The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

4.8.4 Unforeseen circumstances

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or

cease activities which implies therefore the financing of this procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary 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...).

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

For each order, the services shall be performed within the number of calendar days specified in terms of reference related to the service order starting from the day following the date of dispatch of the order form. Furthermore the actual data of each event shall be mentioned in each order form.

The order form is addressed to the service provider by email or any other means through which the date of dispatch can be determined unambiguously.

Any further correspondence pertaining to the order form (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it will inform the service provider in writing of which extension of the period is accepted.

When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the service provider will ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.

In any event, complaints about the order form are not admissible anymore if they are not submitted within 10 calendar days from the day following the date on which the service provider has received the order form.

4.10.2 Place where the services must be performed and formalities (Art. 149)

For each order, the services will be performed at the addresses stated in the terms of reference.

4.11 Inspection of the services (Art. 150)

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

4.12 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.

4.13 Zero tolerance Sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.14 Means of action of the contracting authority (Art. 44-51 and 154155)

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 procurement 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 procurement 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 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 procurement contract and/or the exclusion of procurement contracts of the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

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

1° when the delivery is not carried out in accordance with the conditions specified in the procurement 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 he does not observe written orders, which are given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the procurement 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. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.14.2 Fines for delay (Art. 46 and 154)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

4.14.3 Measures as of right (Art. 47 and 155)

§1 When, upon expiry of the term given 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.

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However, the contracting authority may apply measures as of right without waiting for the expiry of the term 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 procurement 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;

2° Performance under regime of all or part of the non-performed procurement contract;

3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement 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 procurement contract will be borne by the new contractor.

4.15 End of the procurement contract

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

The managing official will closely follow up the services during performance.

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

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

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

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The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: unless indicated otherwise in the order form.

Tabitha Nandera

Financial Controller

tabitha.nandera@enabel.be

Enabel in Uganda

Only services that have been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

The amount owed to the service provider must be paid within (30) thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

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

The invoice must be in **EUROS**.

Payment corresponding to 100% of the order form shall be made following the satisfactory performance.

Advance payment:

By way of derogation from the foregoing, and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016, inserted by the Law of 22 December 2023 amending the regulations relating to public contracts with a view to promoting access by SMEs to the said contracts, the contracting authority shall pay an advance when the successful tenderer proves to be an SME within the meaning of Article 163, § 3, subparagraph 2, of the Law of 17 June 2016.

The amount of the advance payment is calculated by applying the following percentages to a reference value determined in accordance with Article 12/5 of the Law of 17 June 2016:

1° if the successful tenderer is a micro-enterprise, i.e. an enterprise that employs fewer than ten (10) people and whose annual turnover or annual balance sheet total does not exceed two million euros (2M euro), the percentage to be taken into account is twenty per cent (20%);

2° if the successful tenderer is a small business, i.e. a business that employs fewer than fifty (50) people and whose annual turnover or annual balance sheet total does not exceed ten million euros (10M euro), the percentage to be taken into account is ten per cent (10%);

3° where the successful tenderer is a medium-sized company, i.e. a company employing fewer than two hundred and fifty (250) people and whose annual turnover does not exceed fifty million euros (50M euro) or whose annual balance sheet total does not exceed forty-three million euros (43M euro), the percentage to be taken into account is five per cent (5%).

According to Article 12/5 of the Law of 17 June 2016, the reference value relevant for calculating the advance in a framework agreement is equal to the amount of each order, including all taxes.

The amount of the advance will be deducted from the final invoice of each order.

The aforementioned amounts shall be understood as amounts inclusive of value-added tax.

The supplier must provide an **advance bank guarantee** prior to any advance payment.

No advance will be paid when implementation duration of an order is less than 60 days.

4.16 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this procurement 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 procurement 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 action, correspondence must (also) be sent to the following address:

Enabel, 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

5 Procurement procedure

5.1 Type of procedure

This is a Negotiated Procedure without Prior Publication in application of Article 42, §1, al.1er, 1°, a) of the Law of 17 June 2016.

5.2 Publication

3.2.1 Enabel publication

This procurement contract is published on the Enabel website <https://www.enabel.be/public-procurement> and local newspapers.

5.3 Information

The awarding of this procurement contract is coordinated by the Contract Service Centre of Enabel in Uganda. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service. (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 10 calendar days before the time for the receipt of tenders, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to UGA_CSC_CONTRACTS@enabel.be with copy to proscovia.angom@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

Until the notification of the award decision no information will be given 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 Belgian Public Tender bulletin or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

Tender Specifications – Procurement reference number: UGA22008-10020

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

The contracting Authority shall organize **an optional information (pre-bid) meeting** at the time and location specified below.

Framework contract for the provision of training services in digital literacy and ICT in Enabel in Uganda	15th October 2024 at 2:00 Pm Kampala time at Enabel Representation Office Plot 1B Lower Kololo Terrace + Online Meeting Microsoft teams meeting Meeting ID: 391 844 671 660 Passcode: bhbKMP
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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 Belgian Public Tender bulletin or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

5.4 Preparation and Submission of Tenders

Preparation of tenders

The tenderer shall prepare separately, the administrative, technical and financial proposals as explained below;

Content of tenders

The tenderer must use the tender form in annexe. In case he does not use this form, he 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 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 divulged by the contracting authority.

The tender shall contain the following parts:

1. Administrative Proposal

The tenderer shall use the tender forms included in the corresponding section of the Annex.

The Administrative proposal shall respect the following structure:

- Legal identification form
- Financial Identification Form (**along with an account confirmation letter from the bank. This account shall not change throughout the contract duration and implementation**)
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Financial capacity form
- Subcontractor form

The successful tenderer shall be required to provide the following documents before award

- Tax Clearance Certificate (e.g.; URA, as applicable)
- Social Security Contribution Clearance (e.g., NSFF as applicable)
- An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol);
- Articles of Association

2. Technical Proposal

The technical proposal may be presented in free format. It shall not exceed ten pages, not counting the CVs. It shall respect the following page limit and structure:

- Technical methodology (max. 5 pages)
- Project management (max. 5 pages)

Tender Specifications – Procurement reference number: UGA22008-10020

3. Financial Proposal

The tenderer shall use the tender forms included in the corresponding section of the Annex.

Determination of prices

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

This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

Elements included in the price

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 following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

The delivery of documents or of pieces related to the performance;

Training required for operation;

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

Validity of tenders

The tenderers are bound by their tender for a period of 120 calendar days from the reception deadline date.

The validity of the tender will be negotiated, if the deadline stated above is overrun.

5.4.2 Submission of tenders

Without prejudice to any variants, the tenderer may only submit one tender only per procurement contract.

The tenderer submits his tender as follows:

The duly completed and signed tender shall be submitted only by e-mail; uga_csc_tenders@enabel.be and only as attachments and not via a link to a platform.

The files shall be clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission, incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender. The tenderer shall submit the administrative, technical and financial proposals as separate email attachments. The subject of the e-mail shall clearly mention the procurement reference number and the contract title, as stated on the cover page of the tender specifications, as well as the name of tenderer.

The tender shall be received by the Contracting Authority on **24th October 2024, 11:00 am, Kampala time**. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

5.4.3 Change or withdrawal of a 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 Articles 43 and 85 of the Royal Decree of 18 April 2017.

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 subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

The opening of tenders will take place on the day of the final date for receiving tenders indicated above. Tenders not received before this time will be rejected. The opening will take place behind closed doors.

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

The mandatory and optional exclusion grounds are given in the Declaration on Honour enclosed to these Tender Specifications.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the accuracy of this Declaration on honour Based on the supporting documents.

Selection criteria

Moreover, by means of the documents requested in the Annexes - Administrative Proposal, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public procurement contract.

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 30,000 Euros during the past three financial years
2	
Sufficient Technical and Professional Capacity	
2.1	Sufficient experience
Minimum Standard	Minimum of 3 similar assignments within the scope of the contract , which were totally and successfully completed in the last 3 years.
2.2	Sufficient and qualified human resource
Minimum standard	Cvs of the experts for each of the profile defined in the technical specification

A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with these entities. In that case, the following rules apply:

- Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

- The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.
- Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.
- The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.

Under the same conditions, a group of candidates or tenderers may submit the capacities of the group's participants or of other entities.

Regularity of tenders

The tenders submitted by the selected tenderers shall be evaluated as to formal and material regularity. Irregular tenders will be rejected.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

5.5.2.2 Qualitative and financial evaluation of tenders

The formally and materially regular tenders will be evaluated as to content by an evaluation committee. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.

Tender Specifications – Procurement reference number: UGA22008-10020

Award Criteria

The contracting authority selects the regular tender that it finds to be most advantageous, taking account of the following criteria:

- Qualitative award criteria: 70 %;

The tenderer proposes a technical methodology and a project management plan based on the instructions given in the technical specifications. They are subject to evaluation according to the following sub-criteria:

N.	Qualitative Award Criteria	Max. Points: 70
1.	Quality of the proposed Technical Methodology (approaches, strategies and processes)	40
2.	Quality of the proposed Project Management (work plan and schedule of activities, Quality Management plan, risk and risk mitigation strategies, management of the teams and communication plan)	30

Only tenders with scores of at least 45 points out of 70 points qualify for the financial evaluation.

- Price: 30 %;

With regards to the 'price' criterion, the following formula will be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$$

Final score

The scores for the qualitative and financial award criteria will be added up. The procurement contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

5.6 Award and Conclusion of Contract

5.6.1 Awarding the contract

The procurement contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

Notice though that in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the procurement contract.

The contracting authority may either decide not to award the procurement contract; either redo the procedure, if, through another award procedure.

5.6.2 Concluding the contract

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the procurement contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via e-mail.

So, the full contract agreement consists of a procurement contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

6 Annexes

6.1 Technical documents

N/A

6.2 Contractual Documents

Model Performance Bond

Only for the successful tenderer:

Bank X

Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of X € (X euros) for the Belgian Development Agency (Enabel) for the obligations of X, address for the contract:

“X, tender documents Enabel < UGAX, lot X” (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance bond shall be released in accordance with the provisions of the tender documents Enabel < UGAX and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference of the procurement procedure.

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank. The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X Signature: Name:

6.3 Procedural Documents – Tender Forms

6.3.1 ADMINISTRATIVE PROPOSAL

Legal Identification forms

I. PERSONAL DATA FAMILY NAME(S) ① FIRST NAME(S) ① DATE OF BIRTH JJ MM YYYY PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE) TYPE OF IDENTITY DOCUMENT IDENTITY CARD PASSPORT DRIVING LICENCE ② OTHER ③ ISSUING COUNTRY IDENTITY DOCUMENT NUMBER PERSONAL IDENTIFICATION NUMBER ④ PERMANENT PRIVATE ADDRESS POSTCODE P.O. BOX CITY REGION ⑤ COUNTRY PRIVATE PHONE PRIVATE E-MAIL	
II. BUSINESS DATA	
<p style="text-align: right;">If YES, please provide business data and attach copies of official supporting documents</p>	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION <p style="text-align: center;">CITY</p>

	COUNTRY
DATE	SIGNATURE

-
- ① As indicated on the official document.
 - ② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
 - ③ Failing other identity documents: residence permit or diplomatic passport.
 - ④ See table with corresponding denominations by country.
 - ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

Legal person entity private/public legal body

OFFICIAL NAME ②		
ABREVIATION		
MAIN REGISTRATION NUMBER ③		
SECONDARY REGISTRATION NUMBER (if applicable)		
PLACE OF MAIN REGISTRATION	CITY	COUNTRY
DATE OF MAIN REGISTRATION		
DD MM YYYY		
VAT NUMBER		
OFFICIAL ADDRESS		
POSTCODE	P.O. BOX	CITY
COUNTRY		PHONE
E-MAIL		
DATE	STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE		

① **Public law body WITH LEGAL PERSONALITY**, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

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

③ **Registration number in the national register of the entity.**

Public law entity

OFFICIAL NAME ①			
BUSINESS NAME (if different)			
ABREVIATION			
LEGAL FORM			
ORGANISATION TYPE	FOR PROFIT		
	NOT FOR PROFIT	NGO ②	YES NO
MAIN REGISTRATION NUMBER ③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION			
	DD	MM	YYYY
VAT NUMBER			
ADDRESS OF HEAD OFFICE			
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

-
- ① National denomination and its translation in EN or FR if existing.
 - ② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.
 - ③ Registration number in the national register of companies. See table with corresponding field denomination by country.

Financial identification form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ⁸	
IBAN/ACCOUNT NUMBER ⁹	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

ADDRESS OF BANK BRANCH		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

<u>ACCOUNT HOLDER'S DATA (AS DECLARED TO THE BANK)</u>		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)
NAME:	
TITLE:	

⁸ This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

⁹ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations:

1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:

1° involvement in a criminal organisation

2° corruption

3° fraud

4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.

3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;

4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019

c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

5) When a conflict of interest cannot be remedied by other, less intrusive measures;

6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

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

7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctionshttps://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-uniesinternationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctionshttps://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europeennes-ueeurop%C3%A9ennes-ue>
<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedhttps://eeas.europa.eu/headquarters/headquarters->

homepage/8442/consolidated-list-sanctions_enlist-sanctions_en

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

For

Belgium:

[https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

[generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

- 8) << If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

Place, date

Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor 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 Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

Place, date

Economic and financial capacity Form

Financial Statement

Tender Specifications – Procurement reference number: UGA22008-10020

The tenderer must complete the following table of financial data based on his/her annual accounts.

Financial data	Year - 3 € or NC	Year - 2 € or NC	Year - 1 € or NC	Average € or NC
Annual turnover, excluding this public contract ¹⁰				

The tenderer must also provide his/her approved financial statements for the last three financial years or an appropriate supporting document, such as a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignments totally performed	Location	Amount involved	Completion date in the last 3 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

Certificates of completion

For each of the assignments listed, the tenderer must provide in the administrative proposal as annexes to this form the certificates of completion/acceptance (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.

¹⁰ Last accounting year for which the entity's accounts have been closed.

CVs of the Key personnel

The tenderer must complete the **table hereunder**. He must provide in his offer the **CV's and academic documents of the key experts (the team leader and experts) proposed** for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs. Each CV should be no longer than 3 pages.

Name of expert	Proposed position	Educational background – formal qualification	Years of experience	Specialist areas of knowledge
	Coordinator / Team leader			
	Expert 1			
	Expert 2			
	Expert 3			
	Expert 4			
	Expert 5			
	Expert 6			
	Expert 7			
	Expert 8			
	Expert 9			

Subcontractors

Name and legal form	Address / Registered office	Object

6.3.2 TECHNICAL PROPOSAL

The technical proposal may be presented in free format, but it shall not exceed ten pages, not counting the CVs.

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

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

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

In order to correctly compare the tenders, the duly signed information or documents mentioned under Preparation of Tenders.

Remuneration				
1	Unit price per participant per training (in the training venue allocated by Enabel)			
	Description	No of days per module (for information purpose)	Lump-sum unit price excl. VAT*	
	Min 3 max 5 days training per module (from 9:00 to 5:00 PM)		per training day	per module training
1.1	Computer essentials	...	... €	... €
1.2	Online essentials	...	... €	... €
1.3	Word processing	...	... €	... €
1.4	Spreadsheets	...	... €	... €
1.5	Presentation	...	... €	... €
1.6	Online collaboration	...	... €	... €
1.7	Project planning	...	... €	... €
1.8	IT security	...	... €	... €

1.9	Advanced online collaborative skills	....	... €	... €
1.10	Databases	....	... €	... €
1.11	Application of the Emerging ICT Tools for Teaching-Learning processes in 21st century	....	... €	... €
1.12	Work process improvement	....	... €	... €
Subtotal 1				... €
2	Unit price per person-day/travel-day/item			
	Task description	Unit of measure	of	unit price excl. VAT
2.1	ICT/ Digital skills pre-assessment per entity	Person day		
2.2	Design and develop training materials and manuals for digital skilling			
2.3	Support and follow-up the transfer of learning during and after the training	Person day		... €
2.4	Establish a pool of ICT champions to sustain the training in ICT in each institution	Person day		... €
2.7	Official internationally recognized certificate (ICDL, and or Microsoft office specialist certificate)	Certificate		... €
2.5	Travel without overnight stay	Travel day		... €
2.6	Travel with overnight stay	Travel day		... €
Subtotal 2				... €
Reimbursable				
3.1	Vehicle hire charges	Per day		... €
3.2	Fuel consumption per kilometer (Fuel shall be reimbursed to the contractor at cost per litre based on the pump prevailing market price for either petrol or diesel (whichever was actually used) at the time of travel.			
Grand Total				... €

Name and first name:

Duly authorised to sign this tender on behalf of:.....

Place and date:

Signature: