



Tender Specifications

Public contract for Consultancy services for Business Development Services under Framework arrangement

Open procedure

Reference number: UGA22003-10019

Project code: UGA22003

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DEVIATIONS FROM THE GENERAL IMPLEMENTING PROVISIONS

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' 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 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.

1. Terms of Reference

1.1. Background information

Enabel's country portfolio in Uganda aims to develop young people and women in Uganda into active, economically independent citizens in a sustainable society that respects human rights and ensures quality basic services. The country portfolio is structured by two pillars. The first pillar focuses on providing young people, and especially young women, with the right vocational skills and genuine opportunities to generate an income and contribute to the economy through sustainable, decent work. This objective will be pursued by addressing barriers both from the supply-side (employability) and the demand-side (jobs and entrepreneurship promotion).

Under Pillar I, Enabel is implementing the 5-year project "WeWork – Green and Decent Jobs for Youth" (2023-2028) with funding from the Belgian Government and the European Union. The specific objective of the WeWork project is "Young people, especially young women, acquire skills and find decent jobs or self-employment opportunities in agriculture and the green and sustainable economy". The project will ensure that:

1. Technical and Vocational Education and Training (TVET), agriculture and the green economy are better promoted as employment pathways (result area 1).
2. The provision of skills development is more equitable, qualitative, innovative, and demand-driven for increased employability (result area 2).
3. Work-ready youth have increased access to general employment services that connect them with decent work employers (result area 3).
4. Vulnerable youth, including women, have increased access to entrepreneurship promotion and support to set up small businesses (result area 4).
5. Selected enterprises are supported to engage in sustainable development for green growth and decent jobs (result area 5).

6. The development of selected value chains in agriculture and green economy is improved (result area 6).

Under result area 5, the project aims to support the Ugandan private sector to realize sustainable development for green growth and decent jobs. This will be achieved through addressing aspects of economic performance, environmental sustainability and social equity in SMEs.

Small and Medium Enterprises (SMEs) play a critical role in driving economic growth and job creation yet face a multitude of challenges/barriers to unlock this potential. By developing and deploying holistic support packages for SMEs, tailored to their needs and the context in which they operate, the project aims to enhance their competitiveness; improve sustainability of their practices and promote job creation.

Targeted enterprises are viable Small and Medium Enterprises (SMEs) at different growth stages that have potential and ambition to grow/scale and related potential to create new, decent jobs, and that are in need and in demand for technical support.

The project aims to support SMEs operating in the following sub-regions: Kampala metropolitan area (including Wakiso and Mukono), Busoga, Albertine, Rwenzori and West Nile. Besides, the project prioritizes support to SMEs in the following value chains (ie. from production to consumption) like Apiary, Fisheries, Coffee and cocoa, Horticulture, Small livestock/animals (piggery and poultry), Sustainable Forestry (timber and non-timber), Renewable energy, Green construction and Waste management.

The project may consider SMEs operating in other value chains if potential for growth and job creation potential are significant. Analysis demonstrates that SMEs struggle with effective governance, compliance with regulations, development of human capital, financial management, process flow planning, business strategy development, quality management, access to markets, operational efficiency and technology integration. Through this tender, Enabel aims to source high-level expertise that it can mobilize to provide tailored support to (to be) selected SMEs in these key areas, with the aim to enhance their performance and potential

to create new and decent jobs. The ToR outlines the scope and objectives for providing technical assistance to SMEs in areas divided over 4 lots as described below.

1.2. Requirements for the services

1.2.1 LOT 1: Governance, compliance and human resource management and development

General objective

The overall objective is to enhance the performance/competitiveness and decent job creation potential of selected SMEs through tailored technical assistance in the areas of Governance, Compliance, and Human Resource Management and Development.

Specific objectives

The primary objectives of the technical assistance are to:

- Enhance Governance Structures: Strengthen governance frameworks and practices within SMEs to ensure accountability, transparency, and effective decision-making.
- Ensure Compliance: Assist SMEs in understanding and adhering to relevant laws, regulations, and industry standards to mitigate legal and financial risks.
- Develop Human Resource Management: Improve HR practices and policies, fostering a decent work environment for a productive and compliant workplace culture that attracts and retains talent.

Scope of Work

Contracts to be awarded under lot 1 of the framework agreement can comprise of one or a combination of multiple assignments under the key thematic areas listed below. Assignments can include both short-term (e.g. compliance audits) and relatively longer-term interventions (e.g. HR policy development), with an emphasis on ensuring the sustainability of changes made during the technical assistance.

a) Governance

1. Conduct a governance assessment for key stakeholder inclusion for participating SMEs.
2. Develop governance frameworks, including organizational structures and decision-making processes.

3. Provide training on best practices in governance, including roles of the board, management, and stakeholders.
4. Facilitate the development of strategic plans aligned with the SMEs' goals.

b) Compliance

1. Conduct a compliance/witness audits to identify gaps in regulatory adherence.
2. Develop compliance manuals and policies tailored to the specific needs of each SME.
3. Provide training on legal requirements, industry, production, food safety and market standards, and ethical practices.
4. Establish monitoring and reporting mechanisms for ongoing compliance.

c) Human Resource Management and Development

1. Assess current HR practices and identify areas for improvement.
2. Building and adapting to an organizational culture and brand.
3. Develop HR policies and procedures covering recruitment, onboarding, performance management, remuneration, NSSF and tax laws, employee engagement, and modern human resource topics such as diversity, equity, and inclusion (DEI), employee well-being, and mental health support.
4. Conduct training sessions on key HR topics, including labor laws, employee rights, and effective communication.
5. Support SMEs in implementing performance appraisal systems and professional development programs.
6. Develop and implement plans to improve communication within and outside the institution.

Methodology

The technical assistance in the domains subject to lot 1 will be delivered through a combination of tailored methods to meet the unique needs of SMEs of concern, including:

1. Assessment, diagnostic and troubleshooting to assess initial level/compliance and establish gaps/roadmap with associated budget
2. Workshops and Training Sessions: Interactive sessions to build capacity among SME owners and employees.

3. One-on-One Consultations/coaching: Tailored support for individual SMEs to address specific governance, compliance, and HR challenges.
4. Documentation and Resource Development: Creation of manuals, toolkits, and templates that SMEs can utilize post-engagement, in a participatory way.
5. Follow-Up Support and coaching: Ongoing assistance, review meetings, feedback mechanisms, digital tools for continuous learning and support, and other strategies to ensure sustainability of implemented practices/ongoing improvements beyond the scope of the support.
6. Benchmarking and learning visits from successful institutions/enterprises; sessions/activities promoting peer-to-peer/private sector mentorship.
7. Establishing engagement and follow up visits with the relevant district officials and other government agencies like UNBS, URA, URSB, UIRI, MTIC among others.

The list provided here-above is not exhaustive. Enabel is desirous of potential applicants to propose unique and innovative approaches that will offer non-generic TA support to the SMEs. We shall give consideration of well thought out proposals that demonstrate a clear understanding of the current SME landscape and requirements for growth and development.

Tenderers are expected to outline their approaches (including references to materials and tools that would be applied) towards achieving the objectives and deliverables and relating to the thematic scope this lot.

Expected Deliverables;

The expected deliverables for each contract under lot 1 are as follows:

1. Inception report outlining the baseline measurements/gap analysis of the SME(s) concerned, methodology (including tools, training materials & manuals), and a customized capacity development plan/roadmap and timeline with clear milestones and KPIs and clear division of responsibilities (of team members, the company and Enabel focal points)
2. Periodic activity/engagement reports, including quantitative and qualitative assessment of progress, risk analysis and mitigation, and action plans for follow-up

3. Final report summarizing outcomes/evaluation of the implementation and recommendations (max 15 pages excluding annexes)

1.2.2 LOT 2: FINANCIAL MANAGEMENT AND CONTROL PLANNING

General objective

The overall objective is to enhance the performance/competitiveness and decent job creation potential of selected SMEs through tailored technical assistance in the areas of financial management, control and planning.

Specific objectives

The primary objectives of the technical assistance are to:

1. Enhance Financial Management Skills: Improve the financial management practices of SMEs, including budgeting, accounting, financing tools and cash flow management, including support to the development of financial management reporting tools and templates
2. Strengthen financial planning: Assist SMEs in developing robust financial plans that align with their business goals and market conditions
3. Prepare for Investment: Equip SMEs with the necessary tools and knowledge to become investment-ready and successfully engage with potential financiers.
4. Conduct due diligence on potential SMEs

Scope of Work

Contracts to be awarded under lot 2 of the framework agreement can comprise of one or a combination of multiple assignments under the key thematic areas listed below. Assignments can include both short-term (e.g. comprehensive financial plans) and long-term interventions (e.g. Develop and implement financial management tools), with an emphasis on ensuring the sustainability of changes made during the technical assistance

a) Financial Management

1. Conduct a financial management assessment to identify gaps and areas for improvement.
2. Provide training on financial planning, scenario planning, financial modeling, financial reporting, and cash flow management.
3. Develop and implement financial management tools for better financial decision making and templates (e.g., budgeting tools, cash flow forecasts).

4. Review and/or develop a financial manual and provide recommendations for implementation

b) Financial Planning

1. Assist SMEs in creating comprehensive financial plans, including short-term and long-term goals.
2. Facilitate the development of financial projections, including revenue forecasts and expense estimates through a participatory engagement with the SME leadership and existing team
3. Offer workshops on strategic financial planning and scenario analysis to prepare for different market conditions.
4. Facilitate setting up (and/or strengthening) of accounting systems and software
5. Train and recommend internal human capacity improvements for continuous growth

c) Investment Readiness

1. Evaluate the current investment readiness status of participating SMEs and identify areas for enhancement.
2. Support businesses to review, update or develop robust business plans, investment proposals, teasers, pitch decks and any other relevant investor materials.
3. Facilitate connections and introductions with potential investors; and provide guidance on investor relations and pitch presentations.
4. Conduct mock pitching sessions to help SMEs practice their presentations and receive constructive feedback.

d) Due diligence

a. Financial Due Diligence

1. Financial Statements: Review balance sheets, income statements, cash flow statements, and recent audit reports for accuracy and consistency.
2. Revenue Streams: Assess revenue sources, customer concentration, and revenue stability over time.
3. Debt and Liabilities: Examine existing debts, credit terms, and any liabilities to understand the financial obligations.

4. Cash Flow and Working Capital: Evaluate cash flow trends, working capital sufficiency, and liquidity position, which are critical for SMEs with limited financial reserves.
5. Profit Margins and Cost Structure: Assess gross and net profit margins, overhead costs, and the business's ability to maintain or improve profitability.

b. Operational Due Diligence

1. Core Operations and Processes: Review the operational workflows, production processes, and supply chain dependencies.
2. Scalability and Capacity: Evaluate the business's current capacity and its ability to scale to meet increasing demand.
3. Technology and Systems: Assess IT systems, software, and technological tools, looking for automation and efficiency improvements.
4. Supply Chain Stability: Identify key suppliers, logistics partners, and vulnerabilities in the supply chain that may impact continuity.

c. Legal Due Diligence

1. Corporate Structure and Registration: Verify that the SME is legally registered and understand its ownership structure.
2. Intellectual Property (IP): Confirm ownership of any patents, trademarks, copyrights, or other intellectual property, and check for any pending or past infringements.
3. Contracts and Agreements: Review contracts with customers, suppliers, employees, and any third parties, ensuring terms align with industry norms and legal requirements.
4. Litigation and Compliance: Examine any past, pending, or potential litigation, as well as compliance with relevant industry regulations and licenses.

d. Human Resources and Management Due Diligence

1. Leadership and Key Personnel: Assess the experience, competencies, and stability of the management team, as well as their involvement in key business operations.

2. **Staffing and Workforce:** Analyze workforce size, skill levels, turnover rates, and employee contracts to understand labor dependencies.
3. **HR Policies and Compliance:** Review policies related to labor laws, benefits, workplace safety, and any union or collective bargaining agreements.
4. **Organizational Structure:** Examine the hierarchy, roles, and accountability within the organization to understand its effectiveness and adaptability.

e. Market and Competitive Position Due Diligence

1. **Market Position:** Analyze the SME's position in the market, including market share, brand recognition, and customer base loyalty.
2. **Target Market and Customer Segments:** Understand the primary target markets, customer profiles, and demand drivers.
3. **Competitive Analysis:** Review key competitors, the SME's unique value propositions, and its ability to maintain or strengthen its competitive edge.
4. **Growth Potential:** Evaluate growth opportunities within the sector, considering market trends, diversification opportunities, and new markets.

f. Risk Management and Insurance

1. **Risk Assessment:** Identify key risks, including operational, financial, market, and compliance risks, and evaluate any mitigation strategies.
2. **Insurance Policies:** Confirm that the SME holds appropriate insurance coverage (e.g., general liability, product liability, property insurance) to protect against business risks.
3. **Contingency Planning:** Review any contingency or crisis management plans in place for handling disruptions, such as supply chain issues or natural disasters.

g. ESG (Environmental, Social, and Governance) Considerations

1. **Environmental Impact:** Assess the SME's environmental footprint, such as waste management, emissions, or resource usage.
2. **Social Responsibility:** Evaluate the company's corporate social responsibility (CSR) initiatives, community impact, and stakeholder relations.

3. Governance Standards: Examine governance practices, including transparency, ethical standards, and alignment with corporate governance best practices.

h. Reputation and Customer Due Diligence

1. Reputation Check: Look at online reviews, press coverage, and feedback from customers and suppliers.
2. Customer Satisfaction and Loyalty: Evaluate customer satisfaction levels, repeat business rates, and potential red flags in customer relationships.
3. Market Perception: Consider the company's public image and its alignment with customer expectations and trends.

i. Intellectual Property and Technology

1. Intellectual Property Rights: Confirm ownership and value of any patents, trademarks, or proprietary technology critical to the SME's competitive advantage.
2. Technology Integration: Assess the SME's use of technology, digital platforms, and data security measures to support its operations and innovation.

Methodology

The technical assistance in the domains subject to lot 2 will be delivered through a combination of tailored methods to meet the unique needs of SMEs of concern, including:

1. Assessment, diagnostic and troubleshooting to assess initial level/compliance and establish gaps/roadmap with associated budget
2. Workshops and Training Sessions: Interactive sessions to build capacity among SME owners and employees.
3. One-on-One Consultations: Tailored support for individual SMEs to address specific aspects of finance management, control and planning.
4. Documentation and Resource Development: Creation of manuals, toolkits, planning tools and templates that SMEs can utilize post-engagement.
5. Follow-Up Support: Ongoing assistance and feedback mechanisms to ensure sustainability of implemented practices.

6. Benchmarking and learning visits from successful institutions.
7. Follow up visits from the relevant district officials and other government agencies like UNBS, URA, URSB, MoFPED among others

The list provided here-above is not exhaustive. Enabel is desirous of potential applicants to propose unique and innovative approaches that will offer non-generic TA support to the SMEs. We shall give consideration of well thought out proposals that demonstrate a clear understanding of the current SME landscape and requirements for growth and development. Tenderers are expected to outline their approaches (including references to materials and tools that would be applied) towards achieving the objectives and deliverables and relating to the thematic scope this lot.

Expected deliverables

The expected deliverables for each contract under lot 2 are as follows:

1. Inception report outlining the baseline measurements/gap analysis of the SME(s) concerned, methodology (including tools, training materials & manuals), and a customized capacity development plan/roadmap and timeline with clear milestones and KPIs and clear division of responsibilities (of team members, the company and Enabel focal points)
2. Periodic activity/engagement reports, including quantitative and qualitative assessment of progress, risk analysis and mitigation, and action plans for follow-up
3. Final report summarizing outcomes/evaluation of the implementation and recommendations (max 15 pages excluding annexes)

1.2.3 LOT 3: BUSINESS STRATEGY AND MARKET DEVELOPMENT

General objective

The overall objective is to enhance the performance/competitiveness and decent job creation potential of selected SMEs through tailored technical assistance in the areas of business strategy and market development.

Specific Objectives

The primary objectives of the technical assistance are to:

1. Enhancing the competitiveness of selected SMEs through streamlining business processes to improving productivity and efficiency
2. Facilitating access to new markets in selected priority value chains, and provide market readiness support in relation to anticipated “new” value chains and standards
3. Product development for sustainable markets
4. Strengthening managerial and technical capacities; strengthening existing marketing departments through support to development of key marketing documentation like marketing plans, brand development guidelines, branding and marketing manuals, etc

Scope of Work

Contracts to be awarded under lot 3 of the framework agreement can comprise of one or a combination of multiple assignments under the key thematic areas listed below. Assignments can include both short-term (e.g. Develop and/or refine business and strategic plans) and long-term interventions (e.g. development of new products or services), with an emphasis on ensuring the sustainability of changes made during the technical assistance.

a) Development and refining of business and strategic plans

1. Develop and/or refine business and strategic plans of selected SMEs
2. Develop and/or refine growth strategies

b) Market research/analysis

1. Support selected SMEs in conducting comprehensive market research to understand trends (local, regional, and global), customer preferences and competition to help clarify value proposition and identify growth opportunities

2. Strategic market positioning

c) Development of marketing and sales strategies

1. Conduct workshops and training sessions on best practices in marketing and/or digital marketing (encourage collaboration and sharing of best practices among SMEs)
2. Equip SME staff with the necessary skills and support them to develop, manage and execute marketing strategies and action plans effectively
3. Assist selected SMEs in defining and refining their brand identity and positioning that resonates with their target audiences
4. Build capacities of selected SMEs in digital marketing strategies and support building their online presence through SEO, content marketing, and social media engagement
5. Support the design and implementation of digital marketing campaigns across various platforms
6. Support selected SMEs in developing M&E systems to track the effectiveness of marketing activities and provide ongoing support and adjustments to marketing strategies based on performance data

d) Development of sales and distribution channels and networks

2. Support selected SMEs in identifying and developing new sales channels and distribution networks

e) Market expansion/entry strategies and export readiness

1. Assist selected SMEs in exploring new markets and expanding their reach
2. Develop market entry strategies and support the implementation process
3. Build SME staff's understanding of export requirements

f) Networking/relationships/ communication strategies

1. Facilitate connections between SMEs and potential B2B partners, investors, financial institutions, and industry networks
2. Support strengthening of business partnerships with key market actors in order to facilitate collaboration

g) Product development and innovation

1. Advise on product or service enhancements to meet market demands
2. Support the development of new products or services based on market trends and customer feedback.

Methodology

The technical assistance in the domains subject to lot 3 will be delivered through a combination of tailored methods to meet the unique needs of SMEs of concern, including:

1. Assessment, diagnostic and troubleshooting to assess initial level/compliance and establish gaps/roadmap with associated budget
2. Workshops and Training Sessions: Interactive sessions to build capacity among SME owners and employees.
3. One-on-One Consultations: Tailored support for individual SMEs to address specific governance, compliance, and HR challenges.
4. Documentation and Resource Development: Creation of manuals, toolkits, and templates that SMEs can utilize post-engagement.
5. Follow-Up Support: Ongoing assistance and feedback mechanisms to ensure sustainability of implemented practices.
6. Benchmarking and learning visits from successful institutions.
7. B2B sessions for individual business mentorship
8. Follow up visits from the relevant district officials and other government agencies like UNBS, URA, URSB, UIRI, UIA among others

The list provided here-above is not exhaustive. Enabel is desirous of potential applicants to propose unique and innovative approaches that will offer non-generic TA support to the SMEs. We shall give consideration of well thought out proposals that demonstrate a clear understanding of the current SME landscape and requirements for growth and development.

Tenderers are expected to outline their approaches (including references to materials and tools that would be applied) towards achieving the objectives and deliverables and relating to the thematic scope this lot.

Expected deliverables

The expected deliverables for the engagement are:

1. Inception report outlining the baseline measurements/gap analysis of the SME(s) concerned, methodology (including tools, training materials & manuals), and a customized capacity development plan/roadmap and timeline with clear milestones and KPIs and clear division of responsibilities (of team members, the company and Enabel focal points)
2. Periodic activity/engagement reports, including quantitative and qualitative assessment of progress, risk analysis and mitigation, and action plans for follow-up
3. Final report summarizing outcomes/evaluation of the implementation and recommendations (max 15 pages excluding annexes).

1.2.4 LOT 4: OPERATIONAL EFFICIENCY AND TECHNOLOGY INTEGRATION

General objective

The overall objective is to enhance the performance/competitiveness and decent job creation potential of selected SMEs through tailored technical assistance in the areas of operational efficiency and technology Integration.

Specific objectives of the assignment

The primary objectives of the technical assistance are to:

1. To assess the current operational practices and technology use in targeted SMEs.
2. To identify gaps and opportunities for improvement in operational efficiency and technology integration.
3. To enhance the overall competitiveness and sustainability of SMEs through improved operational practices and technology adoption in areas of people, customers, products, processes and systems

Scope of Work

Contracts to be awarded under lot 4 of the framework agreement can comprise of one or a combination of multiple assignments under the key thematic areas listed below. Assignments can include both short-term (e.g. conduct process/system needs assessment) and long-term interventions (e.g. Design and implement an operating system), with an emphasis on ensuring the sustainability of changes made during the technical assistance.

a) Assessment and gap Analysis

1. Conduct a comprehensive needs assessment of participating SMEs to understand their operational processes, technology usage, and challenges. The consultant(s) can utilize surveys, interviews, and focus group discussions to gather data.
2. Analyze the collected data to identify gaps in operational efficiency and technology integration.
3. Benchmark SMEs against industry standards and best practices.

b) Design and pilot/test the appropriate system

1. Develop a set of tailored recommendations for each SME based on the gap analysis, focusing on:
2. Process optimization for efficiency
3. Technology adoption (e.g., software solutions, automation, data analytics) for members, products, processes, customers etc.
4. Technology for marketing and promotions
5. Staff training and capacity building
6. Change management strategies

c) Implementation Support

1. Provide hands-on support for SMEs to implement the recommended solutions, including:
2. Assisting in selecting appropriate technologies and vendors
3. Facilitating training sessions for staff on new systems and processes
4. Offering ongoing guidance during the implementation phase

d) Quality assurance Monitoring and Evaluation

1. Establish key performance indicators (KPIs) to measure the impact of the implemented solutions on operational efficiency.
2. Conduct follow-up evaluations to assess progress and make necessary adjustments.

Methodology

1. Assessment, diagnostic and troubleshooting to assess initial level/compliance and establish GAPS/ROADMAP WITH ASSOCIATED BUDGET
2. The technical assistance in the domains subject to lot 4 will be delivered through a combination of tailored methods to meet the unique needs of SMEs of concern, including:
 3. Workshops and Training Sessions: Interactive sessions to build capacity among SME owners and employees.
 4. One-on-One Consultations: Tailored support for individual SMEs to address specific operational practices and technology use challenges.
 5. Documentation and Resource Development: Creation of manuals, toolkits, and templates that SMEs can utilize post-engagement.
 6. Follow-Up Support: Ongoing assistance, review meetings, feedback mechanisms, digital tools for continuous learning and support, and other strategies to ensure sustainability of implemented practices/ongoing improvements beyond the scope of the support.
 7. Benchmarking and learning visits from successful institutions/enterprises.
 8. B2B sessions for individual business mentorship
 9. Establishing engagement and follow up visits with the relevant district officials and other government agencies like UNBS, URA, URSB, UIRI, MTIC among others

The list provided here-above is not exhaustive. Enabel is desirous of potential applicants to propose unique and innovative approaches that will offer non-generic TA support to the SMEs. We shall give consideration of well thought out proposals that demonstrate a clear understanding of the current SME landscape and requirements for growth and development.

Tenderers are expected to outline their approaches (including references to materials and tools that would be applied) towards achieving the objectives and deliverables and relating to the thematic scope this lot.

Expected deliverables

The following outputs will be expected for this engagement include:

1. Inception report outlining the baseline measurements/gap analysis of the SME(s) concerned, methodology (including tools, training materials & manuals), and a customized capacity development plan/roadmap and timeline with clear milestones and KPIs and clear division of responsibilities (of team members, the company and Enabel focal points)
2. Periodic activity/engagement reports, including quantitative and qualitative assessment of progress, risk analysis and mitigation, and action plans for follow-up
3. Final report summarizing outcomes/evaluation of the implementation and recommendations (max 15 pages excluding annexes)

1.3. Requirements for the resources

1.3.1. Human Resources

1.3.1.1 Composition of the team

For each lot	<ul style="list-style-type: none">• 1 coordinator/team leader• 2 Experts
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1. 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.

2. Individual Experts

The Contractor shall be responsible for selecting the individual expert 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.

1.3.1.2 Qualifications of the Team

Lot 1: Governance, Compliance and Human Resource Management and Development

For Lot 1	1 coordinator/team leader 2 Experts
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a) Mandatory requirements for the coordinator:

Qualification

BA in Business Administration, Law, Economics, Human resource management, Organizational development, management, commerce, corporate governance or psychology

Experience

1. Minimum of 7 years of relevant experience (for the team leader) in Human resource management practice and/or consulting, corporate governance development and compliance for SMEs (to be shown in CV).
2. Practical experience of successfully implementing HR and governance strategies that resulted in demonstrated business growth (to be shown in CV).
3. Substantial practical experience in driving growth for SMEs in East African Region (to be shown in CV).

b) Other non-mandatory requirements (added advantages): Skills and competencies

1. Advanced degrees in the above disciplines like (MBA or Master of Laws, LLM, Master of Economics, management, psychology and organizational development)

2. Chattered membership of ICOSA, CGI
3. Experience in supporting SME growth in the prioritized value chains
4. Strong understanding of Human resource management policies and standards, business governance frameworks and mechanisms, and systems
5. Proficiency in governance set-up and implementation of sustainable business management frameworks
6. Strong analytical skills to assess business needs and develop strategic HR and corporate governance management plans
7. Excellent communication and interpersonal skills to build relationships with SMEs, and amongst business stakeholders
8. Ability to deliver training and capacity-building for SME staff in the related domain areas
9. Knowledge of local market conditions and business environment in East African Region.

a) Mandatory requirements for Individual experts - 2 (Two)

Qualification

Bachelor of human resource management, organization capacity development, Commerce, management, administrative studies, economics, psychology, business administration or corporate governance.

Experience

1. A minimum of 5 years of relevant experience in Human resources management, organization capacity development, Commerce, management, administrative studies, psychology and law (to be shown in CV).
2. Practical experience of successfully implementing HR and governance strategies that resulted in demonstrated business growth (to be shown in CV).
3. Substantial practical experience in driving growth for SMEs in East African Region (to be shown in CV).

b) Other non-mandatory requirements (added advantages):

1. Postgraduate training in Human resources management, organization capacity development, Commerce, management, administrative studies, psychology or law.
2. Strong understanding of Human resource management policies and standards, business governance frameworks and mechanisms, and systems
3. Proficiency in governance set-up and implementation of sustainable business management frameworks
4. Strong analytical skills to assess business needs and develop strategic HR and corporate governance management plans
5. Excellent communication and interpersonal skills to build relationships with SMEs, and amongst business stakeholders
6. Ability to deliver training and capacity-building for SME staff in the related domain areas
7. Knowledge of local market conditions and business environment in East African region.

Lot 2: Financial Management and Control Planning

Composition of the team for Lot 2

For Lot 2	1 coordinator/team leader 2 Experts
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Coordinator/Team leader Team lead

a) Mandatory requirements

Qualifications

MA in Finance, Commerce, Business Administration, Business management or Economics and investment.

Experience

Minimum of 7 years of relevant experience for the lead consultant in business and financial modeling, and/or financial management consultancy, and providing tailored TA & BDS towards investment for SMEs (to be shown in CV).

b) Other non-mandatory requirements (added advantages):

1. Financial Analysis: Understanding financial statements, ratios, and performance metrics.
2. Budgeting and Forecasting: Managing the organization's financial planning process.
3. Risk Management: Identifying, analyzing, and mitigating financial risks.
4. Strategic Planning: Aligning financial goals with the company's broader objectives.
5. Cash Flow Management: Ensuring liquidity and efficient capital allocation.
6. Regulatory Knowledge: Understanding tax regulations, financial reporting standards (e.g., IFRS, GAAP), and compliance requirements.
7. Leadership & Communication Skills: Essential for guiding teams and presenting financial data to non-financial stakeholders.
8. Professional Qualification such as CPA, FCCA, ACCA, CFA.

Individual experts -2 (Two)

a) Mandatory requirement

Qualifications

BA in Finance, Commerce, Business Administration, Economics, business management and investment.

Experience

1. Minimum of 5 years of relevant experience in the subject domain areas (Financial Management, Financial planning, Investment readiness) (to be shown in CV).
2. Practical experience of successfully implementing financial strategies that resulted in business growth (to be shown in CV).
3. Experience delivering financial management support, and TA & investment readiness advisory to SMEs under donor funded programs (to be shown in CV).

b) Other non-mandatory requirements (added advantages): Skills and competencies

1. Strong understanding of financial analysis, investment analysis, and risk management
2. Proficiency in financial modeling, cash flow forecasting, asset valuation, and financial reporting
3. Excellent project management skills with the ability to handle multiple tasks and projects simultaneously

4. Strong analytical skills to assess business needs and develop strategic marketing plans
5. Excellent communication and interpersonal skills to build relationships with SMEs
6. Ability to deliver training and capacity-building workshops for SME staff
7. Knowledge of local finance landscape and business environment in East African Region
8. Possession of a professional Qualification such as CPA, FCCA, ACCA, CFA.

Lot 3: Business Strategy and Market Development

Composition of the team for Lot 3

For Lot 3	1 coordinator/team leader 2 Experts
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Coordinator/Team leader

a) Mandatory requirement

Qualifications

MA in Marketing, Business Administration, Economics, business management, commerce, agribusiness or strategic management.

Experience

1. Minimum of 7 years of relevant experience in business and market development for SMEs (to be shown in the CV).
2. Practical experience of successfully implementing marketing strategies that resulted in business growth (to be shown in the CV).

b) Other non-mandatory requirements (added advantages): Skills and competencies

1. Strong understanding of market analysis, competitive analysis, and customer segmentation
2. Proficiency in digital marketing, including SEO, social media marketing, email marketing, and content creation
3. Excellent project management skills with the ability to handle multiple tasks and projects simultaneously
4. Strong analytical skills to assess business needs and develop strategic marketing plans

5. Excellent communication and interpersonal skills to build relationships with SMEs
6. Ability to deliver training and capacity-building workshops for SME staff
7. Knowledge of local market conditions and business environment in East African Region.
8. Possession of professional certification in marketing like CIM.

Individual experts -2 (Two)

a) Mandatory requirement

Qualification

BA Marketing, Business Administration, Economics, business management, commerce, agribusiness or strategic management.

Experience

1. Minimum of 5 years of relevant experience in business and market development for SMEs (to be shown in CV).
2. Practical experience of successfully implementing marketing strategies that resulted in business growth (to be shown in CV).

b) Other non-mandatory requirements (added advantages): Skills and competencies

1. Strong understanding of market analysis, competitive analysis, and customer segmentation
2. Proficiency in digital marketing, including SEO, social media marketing, email marketing, and content creation
3. Excellent project management skills with the ability to handle multiple tasks and projects simultaneously
4. Strong analytical skills to assess business needs and develop strategic marketing plans
5. Excellent communication and interpersonal skills to build relationships with SMEs
6. Ability to deliver training and capacity-building workshops for SME staff
7. Knowledge of local market conditions and business environment in East African Region.

Lot 4: Operational efficiency and Technology integration

Composition of the team for Lot 4

For Lot 4	1 coordinator/team leader 2 Experts
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Coordinator/Team leader

a) Mandatory requirement

Qualifications

Bachelor's degree in quality management, computer science, systems engineering, supply chain and logistics management, Industrial Engineering, Biotechnology, Agricultural Engineering, food science and technology or food processing and technology.

Experience

1. Minimum of 7 years of relevant experience in business and financial modeling for SMEs (to be shown in CV).
2. Practical experience of successfully implementing systems design strategies that resulted in business growth (to be shown in CV).

b) Other non-mandatory requirements (added advantages): Skills and competencies:

1. Strong understanding of system and process design, technology, and risk management
2. Proficiency in systems modeling, and programming
3. Excellent project management skills with the ability to handle multiple tasks and projects simultaneously
4. Strong analytical skills to system needs and develop strategic designs to improve efficiency
5. Excellent communication and interpersonal skills to build relationships with SMEs
6. Ability to deliver training and capacity-building workshops for SME staff
7. Knowledge of laws, landscape and IT process environment in East African Region.
8. Professional certifications (e.g., ISO, 2200 Lead Auditor, Six Sigma Green/Black Belt, CQI).
9. Certifications in process improvement methodologies (e.g., Lean, Six Sigma).

Individual experts -2 (Two)

a) Mandatory requirement

Qualifications

Bachelor's degree in food science and technology, information technology, sustainable energy, mechanical engineering or quality management.

Experience

1. Minimum of 5 years of relevant experience in systems design, process management business and financial modeling for SMEs (to be shown in CV).
2. Practical experience of successfully implementing systems design strategies that resulted in business growth (to be shown in CV).

b) Other non-mandatory requirements (added advantages): Skills and competencies

Skills in using Power BI, Tableau, or Google Data Studio for data visualization and reporting, Energy Management Systems like Enel X or DEXMA, IoT Platforms like Cisco Kinetic, AWS IoT, or Azure IoT for real-time data collection and automation.

1.3.1.2 Management of the Team

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

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. The expert shall be added to the team after approval by the contracting authority.

Performance of the services

For each lot, the services are defined in the terms of reference of the contracts based on the framework agreement. The terms of reference will specify in each case the services and/or the objectives to be achieved, the location of the services, the deadlines for completion and the reporting requirements.

The duration of the subsequent contracts based on framework agreement is variable and will be defined in the specific terms of reference.

As a reminder, for each lot, the contracts based on the relevant framework agreement are awarded according to one of the methods defined in point 5.7.2.

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 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 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 organization towards third parties.

2.3 Institutional framework 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, 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 and are given as main examples:

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.
² Belgian Official Gazette of 1 July 1999.

- 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 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 Organization³ 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 of Paris, 12 December 2015;
- The first Management Contract contracting 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 public contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁴;

² Belgian Official Gazette of 18 November 2008.

³ <http://www.ilo.org/ilolex/french/convdisp1.htm>.

⁴ Belgian Official Gazette 14 July 2016.

- 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.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel 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 contract:

The tenderer: An economic operator submitting a tender;

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

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

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

The tender: Commitment of the tenderer to perform the public 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;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer; Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, 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 January 2013 establishing the General Implementing Rules for public procurement 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;

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

E-tendering: Through the E-tendering platform tenderers can submit and open electronic tenders/requests to participate;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or performance of a 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

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.

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 for Enabel.

For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour. 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 public 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 appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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 desk review or on-the-spot check, 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 his contract cancelled or to be permanently excluded.

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 contract must be performed and interpreted according to Belgian law.

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

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

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

3. Modalities of the Contract

3.1 Type of contract

This procurement contract is a services under a framework agreement with a maximum of three shortlisted bidders per lot.

3.2 Subject-matter of the public contract

This public service contract consists in the performance of **Consultancy services for Business Development Services** under Framework arrangement, in conformity with the conditions of these Tender Specifications.

Through this contract, Enabel is looking for experts to provide technical support to Enabel or its partners/beneficiaries in the context of services related to business development.

3.3 Lots

The procurement contract has **4 lots**, each of which is indivisible. The tenderer may submit a tender for one lot, several or all the four lots. A tender for part of a lot is inadmissible.

The description of each lot is included in Part 1 of these Tender Specifications.

The lots are:

Lot	Description of the lots
Lot 1	Governance, compliance and human resource management and development
Lot 2	Financial management and control planning
Lot 3	Business strategy and market development
Lot 4	Operational Efficiency and Technology Integration

3.4 Items

Each lot of this public contract consists of the items detailed in the terms of reference. The items of each lot are pooled and form one single lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

3.5 Duration of the public contract

For each of the lots, the contract shall commence upon award notification and last for a duration of 4 calendar years

Each party may, however, terminate the agreement at the end of the first, second or third year, provided that notification to the other party is sent at least 90 calendar days before the end of the first, second or third year of the framework agreement. In this case, the party may not claim damages for such termination.

If the framework agreement is terminated by the contracting authority, such termination will apply to all participants and, consequently, it will be notified to all participants. Participants may not claim damages for such termination.

Where the framework agreement is terminated in application of an ex officio measure, termination of the agreement is limited to the participant against whom the ex-officio measure was taken.

If the termination of the framework agreement is initiated by one of the participants, they will be deleted as a participant from the second, third or fourth year of the framework agreement, as the case may be. As soon as they are removed as a participant, they will no longer be considered for contracts based on the framework agreement.

Within three years of the conclusion of this contract and in accordance with Article 42 §1, 2° of the law of 17 June 2016, the contract may be extended to include new services consisting of the repetition of similar works or services.

3.6 Variants

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

3.7 Quantity

The public contract estimated quantities are for information purposes only and regard the whole duration of the contract. The contractor must therefore be able to perform these quantities for the period that covers the duration of the public contract.

The present framework agreement does not have minimum quantities. Exact quantities shall be determined in each subsequent contract. The contracting authority does not commit in any way as to quantities that shall actually be ordered through this contract. The contractor cannot use the fact that the listed quantities were not attained as a basis for claiming compensation.

Estimated number of SMEs targeted per project/sub region

Sub region	Estimated number of SMEs
Kampala	13
West Nile	5
Albertine & Rwenzori	10
Busoga	7

The maximum order value for the entire duration of the framework agreement is 1,000,000€ all lots combined. This amount is given for information only. Under no circumstances may the shortlisted participants be able to claim compensation if this order amount is not reached.

4. Specific Contractual Conditions

4.1 Deviations from the General Implementing Rules

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' 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.

4.2 Managing official (Art. 11)

The managing official is Ms Laura Taminau assisted by Mr Maraka David, e-mail: laura.taminau@enabel.be and david.maraka@enabel.be

Once the 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 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 contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the contract with regards to its 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 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.

4.3 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 undertakes to have the 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 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.

4.4 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);
- 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.

4.5 Protection of personal data

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.

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.

4.6 Intellectual property (Art. 19 to 23)

The contracting authority does not acquire the intellectual property rights created, developed or used during performance of the contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public 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 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.

4.7 Performance bond (Art. 25 to 33)

According to art. 25, §3, of the GIR, performance bond of 5% of the total value, excluding VAT shall be required f

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.

By way of derogation from Article 26 of the GIR 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 reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions 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 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 bank account number of the Deposit and Consignment Office. Fill out the following form as completely as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and return it to the e-mail address: info.cdcck@minfin.fed.be
- 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.

Proof is provided, as appropriate, 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 contract and a reference to the procurement documents, as well as the name, first names 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 'mandatary', 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:

Final acceptance is equal to a request to release the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

4.8 Conformity of performance (Art. 34)

The 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.

4.9 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.

4.10 Changes to the public contract (Art. 37 to 38/19)

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 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 the supplies and services already delivered, 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 contract.

Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

4.11 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 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 unfavorable 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 period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing 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 contract.

4.12 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 public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.13 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to request an activity report at any time of the assignment from 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...).

4.14 Performance modalities (Art. 146 et seq.)

Deadlines and terms (Art. 147)

The actual duration of contracts and number of person days envisioned to implement a contract will depend on the scope.

Each contract under each lot will start the day after the inception meeting and last at least 60 calendar days.

The closure of the service provider's business for annual holidays is not included in this calculation.

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

The activities will be conducted in the WeWork Project areas. The project is operational in Busoga (Jinja, Kamuli), West Nile, (Arua, Madi-Okollo, Adjumani, Terego, & Yumbe), Rwenzori and Albertine (Kasese, Kabarole, Kyegegwa, Hoima); and Kampala metropolitan areas (Kampala, Mukono, Wakiso). The consultants will be assigned to provide support for a given SME in any location and should be able to demonstrate how this will be executed.

4.15 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.

4.16 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.

4.17 Means of action of the contracting authority (Art. 44-51 and 154-155)

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

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

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

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

Failure of performance (Art. 44)

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

1° when the delivery is not carried out in accordance with the conditions specified in the 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 have been given in due form by the contracting authority.

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

The contractor must repair the defects without any delay. 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.

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 period without the issuing of a report and they are automatically applied for the total number of days of delay.

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

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.

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 detected.

§2 The measures as of right are:

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

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

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

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

4.18 End of the public contract

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 checks, 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.

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

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

Macmillan Apedo

macmillan.apedo@enabel.be

Financial Controller- We Work- EU

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 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.

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 first half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches thirty per cent of the original order amount and the second half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches sixty per cent of the original order amount. 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.

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

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

4.20 Litigation (Art. 73)

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

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

In case of 'litigation', i.e. court 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 Ms Inge Janssens rue Haute 147

1000 Brussels

Belgium

5. The Procurement Procedure

5.1 Type of procedure

This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open procedure.

5.2 Publication

Official notification

This contract is officially advertised in the Belgian Public Tender bulletin and in the Official Journal of the European Union.

Further publication

This Tender Specifications are posted on the Enabel website <https://www.enabel.be/public-procurement/>

Additional publication

This procurement contract shall be published in the newspaper as well.

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 sheillah.kobusingye@enabel.be
The e-mail comprising the question shall indicate in the subject the procurement procedure reference number and the contract title, as stated on the cover page of these tender

specifications. They shall be answered in the order received. The complete overview of questions asked shall be available on the website and shared through the above mention email. 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.

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 the Tender

5.4.1 Preparation of the tender

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

5.4.1.1 Content of tenders

The tenderer must use the tender form in annex. 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:

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
- Articles of Association and Memorandum (as applicable)
- Power attorney
- 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
- European Single Procurement Document (ESPD)
<https://uea.publicprocurement.be/filter?lang=en>
- Technical capacity form
- Subcontractor form
- Financial capacity form

At the latest before award, the successful tenderer shall be required to provide the following:

- 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);

Where a group of economic operators submits the tender, it must include a copy of the following documents for each of the participants in the group:

- Legal identification form
- Exclusion Criteria Form
- Integrity form
- European Single Procurement Document (ESPD)
<https://uea.publicprocurement.be/filter?lang=en>

At the latest before award, they shall be required to provide the following:

- Tax Clearance Certificate (e.g., URA, as applicable)
- Social Security Contribution Clearance (e.g., NSSF 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)

The association agreement signed by each participant, clearly showing who represents the association;

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 5.6.1 Selection criteria), 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.

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 6 pages
- Quality management proposal – max 1 page
- Project management proposal – max 1 page
- Resource management proposal – max 2 pages

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 tenderer is to include in his unit and global prices any charges and taxes generally applied to the performance of the contract, with the exception of the value-added tax.

The bidder will quote its daily rates in euros, excluding VAT. He will mention the VAT rate in a separate line item.

The following are in particular included in the daily unit prices:

Experts fees

Insurance

The administrative management and secretariat;

Documentation needed to perform the services;

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

Per diems (daily allowance): a flat-rate amount covering all additional expenses incurred in a professional capacity (i.e. not in a private capacity), and the mission in Uganda, such as: accommodation, meals, drinks, short local journeys (where applicable) and other small expenses (phone calls, internet, etc.).

Ugandan withholding tax regulations on withholding taxes. For national entities, 6% is deducted to the fees costs. For international entities, 15% is deducted to the fees costs.

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

Degressive prices

The daily rates per person should be established on a sliding scale based on the duration of the subsequent contracts ordered, with a progressive discount applied for each extended period, in order to encourage promote transparency, cost predictability and optimize the overall subsequent contracts cost (See Tender form price at the end of this document).

Reimbursables are not part of the proposed unit costs but that maximum shall be indicated in the financial proposal

For each of the lot, Enabel will reimburse the following expenses on the basis of supporting documents.

International air travel: Air tickets for international flights between the expert's country of residence and Uganda are organized and paid for by the bidder (economy class ticket for the most economically advantageous route)

- The Contracting Authority will reimburse, on the basis of supporting documents international air travel from the expert's country of residence to Uganda.

- Visas will also be reimbursed by Enabel on the basis of supporting documents.

Please note:

- The daily rate is paid for all days actually worked, even if this is a weekend or public holiday, in accordance with the accepted work schedule attached to the contract.

- For international travel days, 50% of the daily 'home' rate is paid per travel day in accordance with the accepted work schedule attached to the contract.

Validity of the tender

The tenderers are bound by their tender for a period of **150 calendar days** from the reception deadline date.

5.4.2 Submission of tenders

The tenderer may submit one tender per lot.

The tenderer submits his tender as follows:

The tenderer shall submit separately (in separate envelopes), the administrative, technical and financial proposals. The sealed envelopes containing the different proposals shall then be put together and sealed in one big envelope to be submitted to the contracting authority.

One original copy of the completed tender shall be submitted on paper (hard copy). Electronic copies shall be submitted in one or more PDF files on a USB stick. The USB stick shall be inserted into the envelope containing the hard copy tender.

The tender shall be submitted in a properly sealed envelope bearing the following information: Name of tenderer, the title of the contract and the reference number of the procurement as stated on the cover page of the tender specifications.

It shall be submitted:

a) By mail (standard mail or registered mail)

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

Enabel Uganda

Contract Service Center

Lower Kololo Terrace, Plot 1B

PO Box 40131 Kampala – Uganda

OR

b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 9:00am to 12:00 pm and from 2:00 pm to 4:00pm (see the address given under point a) above).

The tender shall be received by the Contracting Authority before **7th February, 2025 at 11:00 am Kampala time**. Tenders that arrive late shall not be accepted. (Article 83 of the Royal Decree on Awarding)

Modification 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 fax or 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 of Tenders

5.5.1 Opening of tenderers

There shall be a public tender opening and the opening of tenders shall take place on the day of the final date for receiving tenders (**7th February, 2025 at 11:00am, Kampala time**). Tenders not received before this time will be rejected.

5.6 Evaluation of Tenders

5.6.1 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 together with the European Single Procurement Document (ESPD), 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 tenderer can either complete the ESPD given in attachment, or generate his document via the website: <https://ec.europa.eu/tools/espd/filter>

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

Conflicts of interest - Revolving doors (Art. 51 Royal Decree 18/04/2017).

Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law, a conflict of interest is also considered any ('revolving doors') situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

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.

Only tenders from tenderers who meet the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	<p>Lot 1: Minimum average annual turnover of 100,000 Euros during the past three financial years</p> <p>Lot 2: Minimum average annual turnover of 150,000 Euros during the past three financial years</p> <p>Lot 3: Minimum average annual turnover of 150,000 Euros during the past three financial years</p> <p>Lot 4: Minimum average annual turnover of 100,000 Euros during the past three financial years</p> <p>(If a contractor submits for more than one lot, the amount above shall be summed up for the lots tendered.)</p>
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience
Minimum Standard	Minimum of 2 similar assignments within the contract, which were totally and successfully completed in the last 5 years for each lot.
2.2	Sufficient and qualified Human resources

Minimum Standard	Signed CVs of the experts for each of the profile defined in the technical specifications for each lot.
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5.6.2 Modalities relating to tender examination and regularity of the tenders

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially.

The substantially irregular tenders are excluded.

A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

1° failure to comply with environmental, social or labour law, provided that such noncompliance is punishable by law;

2° failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;

3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;

4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several nonsubstantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

5.6.3 Award criteria

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria:

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria:

Criteria 1: Qualitative award criteria: 60 %

The tenderer proposes a technical methodology (list of benefits) based on the instructions given in the technical specifications under the technical methodology a limit of benefits should be proposed for Category B. They are subject to evaluation according to the sub-criteria listed in the table.

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:

No.	Qualitative award criteria	Max. Points: 60																
1.	<p>Quality of proposed technical methodology -</p> <ul style="list-style-type: none"> • Clear, coherent and relevant, description of delivery approach/strategies/methodology of the potential tasks/assignments - (15) • References to materials and tools to be applied (5) 	20																
2.	<p>Experience and expertise demonstrated to execute the assignment:</p> <ul style="list-style-type: none"> • Depth of expertise/knowledge and practical experience in increasing SME performance related to the technical domain/scope of per lot (20). This will be assessed through the CVs submitted for the proposed experts. <table border="1" data-bbox="437 1626 1086 1841"> <thead> <tr> <th colspan="2">Team Leader</th> <th colspan="2">Experts</th> </tr> </thead> <tbody> <tr> <td>10+ years</td> <td>20</td> <td>8+ years</td> <td>20</td> </tr> <tr> <td>9 years</td> <td>15</td> <td>7 years</td> <td>15</td> </tr> <tr> <td>8 years</td> <td>10</td> <td>6 years</td> <td>10</td> </tr> </tbody> </table>	Team Leader		Experts		10+ years	20	8+ years	20	9 years	15	7 years	15	8 years	10	6 years	10	30
Team Leader		Experts																
10+ years	20	8+ years	20															
9 years	15	7 years	15															
8 years	10	6 years	10															

	7 years	5	5 years	5	
	<ul style="list-style-type: none"> (Management of Experts (communication, coordination, replacement plan) – 10 				
3.	Quality of the proposed project and quality management (monitoring and evaluation, risk management) : <ul style="list-style-type: none"> Quality assurance framework (monitoring, review and feedback mechanisms, data collection & analysis) – (05) Risk management - (05) 				10

The evaluation of sub-criterion 2 will take into account the conditions specified in point 1.3.2. of this document. For this sub-criterion, maximum points (20) will be awarded to (all) the team composed of the experience described below (per lot) in a cumulative manner:

- A Team Leader with 7 or more years' experience as specified in point 1.3.2 of this document.
- Two experts with 5 or more years of experience each as specified in point 1.3.2 of this document.

Note: Only tenders with scores of at least 40 points out of 60 points qualify for the financial evaluation.

- **Criteria 2: Price: 40 %;**

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

$$\text{Points tender A} = \frac{\text{Amount of lowest tender}}{\text{Amount of tender A}} * 40$$

5.6.4 Final score

The scores for the award criteria will be added up. The 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.

5.7 Award and Conclusion of the Contract

5.7.1 Awarding the framework contract

This framework contract will be awarded to the three tenderers who have submitted the most economically advantageous tender per lot after the contracting authority has verified the grounds for exclusion.

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender. Notification is via e-mail.

The conclusion of a contract based on these tender specifications does not give the tenderer any right of exclusivity.

It should be noted that, in accordance with Article 85 of the Law of 17 June 2016, there is no obligation on the contracting authority to conclude the framework agreement.

The contracting authority may either abandon the conclusion of the framework agreement or restart the procedure, if necessary using another method. The contracting authority also reserves the right to conclude a framework agreement only for some lot(s).

The full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and 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.

5.7.2 Concluding the subsequent contracts through mini-competition

Conditions

The award by re-competition is used when the contracting authority expects the service provider to propose its own original methodology for carrying out the services adapted to the size and complexity of the service.

Procedure

By submitting its initial offer, the tenderer accepts the competitive tendering process and the method of execution of the contract as described below in accordance with (art.43, § 5, 2,° of the law):

Stage 1: Enabel sends the terms of reference by email simultaneously to the three service providers selected under the framework agreement with the request to submit a methodology proposal and an overall price for the service within the deadlines that will be communicated in the request.

Stage 2: The service providers submit their proposal within the deadlines.

The overall price is based on the unit prices of the initial offer. The unit prices cannot be higher than the unit prices of the initial offer.

Stage 3: An award report will be drawn up based on the award criteria, setting out the reasons for the choice of service provider.

Stage 4: An order form is drawn up. It will stipulate the tasks to be carried out, the start date, the duration in days and any other useful information. All other successful tenderers are informed by email of the outcome of the procedure.

The criteria for the mini competition shall include

1. Technical proposal: Approach and Methodology (Clear, coherent and relevant to the specific case and needs of the beneficiary. Description of delivery tools, approach/strategies/methodology of the potential tasks/assignment. Availability of the experts (60%)
2. Financial proposal: Total price, considering the Person/day rate proposed in the initial tender x the number of days needed to achieve the subsequent contract (40%)

6. Annexes

6.1 Procedural Documents – Tender Form

6.1.1 ADMINISTRATIVE PROPOSAL

Identification forms

Natural person

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		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.)</p> <p>YES NO</p>	<p>BUSINESS NAME (if applicable)</p> <p>VAT NUMBER</p> <p>REGISTRATION NUMBER</p> <p>PLACE OF REGISTRATION</p> <p style="text-align: right;">CITY</p> <p style="text-align: right;">COUNTRY</p>
<p>DATE</p>	<p>SIGNATURE</p>

-
- 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

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

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

ACCOUNT HOLDER'S DATA AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

⁸ This does not refer to the type of account. The account name is usually the one of the account holders. 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.

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

Subcontractors

Name and legal form	Address / Registered office	Object

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 5.6.1 Selection criteria), 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.

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 reorganization or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganization, 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, humanrights 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/sanctions>
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions>
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europeennes-ue>
<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated>
https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-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_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

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

Financial data	Year- 2 in euro	Year- 1 in euro	Last year in euro	Average in euro
Annual turnover, excluding this public contract				

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 shall 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 totally 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.

6.3.2 TECHNICAL PROPOSAL

The technical proposal may be presented in free format, but it shall not exceed ten pages. It shall include the benefits offered and any complementariness if any. The technical proposal shall also include the project and quality management plan

6.3.3 FINANCIAL PROPOSAL

Lot 1 - Governance, compliance and human resource management and development

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 UGX 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.

	Unit of input	Unit costs without overnight stay (Euro VAT Excl)	Unit costs with overnight stay (including perdiems) (Euro VAT Excl)
Team Leader	Person/day		
Expert 1	Person/day		
Expert 2	Person/day		
Total			
VAT ...%			

Re-imbursables/ Miscellaneous expenses

Vehicle hire (vehicle, fuel, driver all inclusive)	Cost per day (VAT incl)	
Mileage to work sites (vehicle, fuel, driver all inclusive)	Cost per km (VAT incl)	
International flights for Expatriates Staff (to be justified)	Trips (VAT incl)	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 2 - Financial management and control planning

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 UGX 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 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.

	Unit of input	Unit costs without overnight stay (Euro VAT Excl)	Unit costs with overnight stay (including perdiems) (Euro VAT Excl)
Team Leader	Person/day		
Expert 1	Person/day		
Expert 2	Person/day		

Re-imbursables/ Miscellaneous expenses		
Vehicle hire (vehicle, fuel, driver all inclusive)	Cost per day (VAT incl)	
Mileage to work sites (vehicle, fuel, driver all inclusive)	Cost per km (VAT incl)	
International flights for Expatriates Staff (to be justified)	Trips (VAT incl)	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 3 - Business strategy and market development

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 UGX 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 relating to technical or business secrets must be indicated clearly in the tender.

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

	Unit of input	Unit costs without overnight stay (Euro VAT Excl)	Unit costs with overnight stay (including perdiems) (Euro VAT Excl)
Team Leader	Person/day		
Expert 1	Person/day		
Expert 2	Person/day		

Re-imbursables/ Miscellaneous expenses		
Vehicle hire (vehicle, fuel, driver all inclusive)	Cost per day (VAT incl)	
Mileage to work sites (vehicle, fuel, driver all inclusive)	Cost per km (VAT incl)	
International flights for Expatriates Staff (to be justified)	Trips (VAT incl)	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 4 - Operational Efficiency and Technology Integration

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 UGX 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.

	Unit of input	Person/day without overnight stay (VAT Excl)	Person/day with overnight stay (VAT Excl)
Team Leader	Person/day		
Expert 1	Person/day		
Expert 2	Person/day		

Re-imbursables/ Miscellaneous expenses

Vehicle hire (vehicle, fuel, driver all inclusive)	Cost per day (VAT incl)	
Mileage to work sites (vehicle, fuel, driver all inclusive)	Cost per km (VAT incl)	
International flights for Expatriates Staff (to be justified)	Trips (VAT incl)	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: