



Tender Specifications

Framework contract for the provision of consultancy services
for instant training

Open procedure

Reference number: UGA22003-10032

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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. Technical Specifications

1.1 Requirements for the services

1.1.1 Technical Methodology

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

1.1.1.1 Background information

Enabel is implementing a new project funded by the EU since January 2024. This contract was signed in November 2023 with EU to implement 'Green and decent jobs for youth' (WeWork - EU) intervention, as part of the Belgium Country portfolio 2023 – 2027. These actions are implemented in different geographical areas: Kampala Metropolitan, Busoga and West-Nile for EU, Albertine, Rwenzori, and Busoga for Belgium. The action involves the Belgium-Uganda government to support vulnerable youth (girls and boys) aged 18-30 (including refugees, people with disabilities). The Action is part of the larger Sustainable Business for Uganda funded under the EU neighborhood and the EU Development and International Cooperation (NDICI) Instrument.

General objectives;

The overall objective of this action is to contribute to sustainable economic growth and decent job creation in Uganda with the specific objective to increase the employability of youth, women and men, supply of qualified workers and access to decent employment especially in green economy sectors.

The result area 1 of the project is improved quality, relevance and access for and to targeted formal & non-formal technical, vocational education and training institutions including youths, women and people living in vulnerable situations, such as persons with disabilities and refugees.

The specific objectives of these trainings under this result area 1 of the We work EU project is the achievement of the following indicators:

1. Promotion of TVET and green growth value chains as employment pathways.
2. Support transformation of selected Vocational training Institutions into CoVE.
3. Support Private Sector driven skills development – SDF

For West Nile, the first focus will be on specific objective 3 of the result area 1, support private sector driven skills development - SDF through Instant trainings in the following trades of Horticulture, Videography/Photography, Liquid/Bar soap making, Poultry, PV Solar Installation/Maintenance and Apiary/Honey processing. The trainings shall target 400

beneficiaries in total in the 6 districts of Arua, Adjumani, Kiryandongo, Terego, Madi-Okollo and Yumbe.

1.1.1.3 Location of activities

The activities shall be conducted in the WeWork Project areas in 6 districts of Arua, Adjumani, Kiryandongo, Terego, Madi-Okollo and Yumbe

1.1.1.4 Specific requirements per lot

Lot 1: Horticulture training

The horticulture training shall target refugees and host community youth engaged in agriculture preferably vegetable production. The training shall be in divided in 3 groups with each group having a total of 15 – 30 members in Madi-Okollo, Terego and Yumbe. The training shall be in a practical field based in a selected enterprise, with business skills training, business plan development and startup kit procurement and distribution. The training package should include nursery bed setting/management, agro ecological training, pest and disease management, harvest and post-harvest handling, marketing and farming as a business. Key tasks for this lot shall include;

1. Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
2. Conduct training needs assessment.
3. Develop training curriculum or support, including necessary manuals, work plans and other key documents for training based on the needs assessment of the youth.
4. Train the selected youth for max 4 weeks in Horticulture.
5. Train the selected youth in business development including business plans.
6. Organize DIT assessment and certification for the trained youth.
7. Procure and distribute start up kits for the trained youth.

Deliverables:

1. Pre-training assessment report.
2. An approved training module by the directorate of industrial training.
3. Fully registered trainees for DIT assessment and a registration form clearly indicating modules to be trained and assessed.
4. Approved Inception report, (annex: Training plan, start-up kit distribution plan and DIT assessment plan, list of materials, tools, equipment, scholastic materials, procurement/delivery plan).

Lot 2: Videography/Photography Training

The Videography/Photography training shall target refugee and host community youth engaged in newly installed ICT centers. The training shall be in divided in 4 groups with each group having a total of 10 – 15 members in Terego and Yumbe. The training shall be in a practical field based in videography, documentary and photography, with business skills training, business plan development and startup kit procurement and distribution. The training package should include, photography, editing, video shooting, documentary, basic computer literacy, use of photo and video software, video and photo production, use of digital marketing platforms, sound kit and business planning and business plan development. The key tasks shall include;

1. Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
2. Conduct training needs assessment.
3. Develop training curriculum or support, including necessary manuals, work plans and other key documents for training based on the needs assessment of the youth.
4. Train the selected youth for max 4 weeks in Videography/Photography.
5. Train the selected youth in business development including business plans.
6. Organize DIT assessment and certification for the trained youth.
7. Procure and distribute start up kits for the trained youth.

Deliverables:

1. Pre-training assessment report.
2. An approved training module by the directorate of industrial training.
3. Fully registered trainees for DIT assessment and a registration form clearly indicating modules to be trained and assessed.
4. Approved Inception report, (annex: Training plan, start-up kit distribution plan and DIT assessment plan, list of materials, tools, equipment, scholastic materials, procurement/delivery plan).

Lot 3: Liquid/Bar Soap making training

The training shall target refugee and host community women youth engaged in Liquid/bar soap making. The training shall be in divided in 3 groups with each group having a total of 15 – 30 members in Arua, Terego and Madi-Okollo. The training shall be in a practical field based in the selected districts, with business skills training, business plan development and startup kit procurement and distribution. The training package should include liquid soap/ bar soap chemical usage and mixing, use of bar soap making tools, marketing, business skills training and business plan development. The key tasks shall include;

1. Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
2. Conduct training needs assessment.
3. Develop training curriculum or support, including necessary manuals, work plans and other key documents for training based on the needs assessment of the youth.
4. Train the selected youth for max 4 weeks in Liquid/Bar soap making.
5. Train the selected youth in business development including business plans.
6. Organize DIT assessment and certification for the trained youth.
7. Procure and distribute start up kits for the trained youth.

Deliverables:

5. Pre-training assessment report.
6. An approved training module by the directorate of industrial training.
7. Fully registered trainees for DIT assessment and a registration form clearly indicating modules to be trained and assessed.
8. Approved Inception report, (annex: Training plan, start-up kit distribution plan and DIT assessment plan, list of materials, tools, equipment, scholastic materials, procurement/delivery plan).

Lot 4: Poultry management

The Poultry management training shall target refugees and host community youth engaged in Kroiller poultry. The training shall be in divided in 3 groups with each group having a total of 15 – 30 members in Adjumani district. The training shall be in a practical field based in the selected district in Kroiller poultry keeping with business skills training, business plan development and startup kit procurement and distribution. The training package shall include, poultry keeping, bird health and disease management, poultry feeding, vaccination, poultry house construction set up, use of poultry equipment such as feeds, marketing, making and use of local materials for poultry disease handling, farming as a business training and business plan development. The key tasks shall include;

1. Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
2. Conduct training needs assessment.
3. Develop training curriculum or support, including necessary manuals, work plans and other key documents for training based on the needs assessment of the youth.
4. Train the selected youth for max 4 weeks in Poultry keeping.
5. Train the selected youth in business development including business plans.

6. Organize DIT assessment and certification for the trained youth.
7. Procure and distribute start up kits for the trained youth.

Deliverables:

1. Pre-training assessment report.
2. An approved training module by the directorate of industrial training.
3. Fully registered trainees for DIT assessment and a registration form clearly indicating modules to be trained and assessed.
4. Approved Inception report, (annex: Training plan, start-up kit distribution plan and DIT assessment plan, list of materials, tools, equipment, scholastic materials, procurement/delivery plan).

Lot 5: PV Solar Installation and Maintenance

The PV Solar Installation and Maintenance training shall target the refugee and host community women youth engaged in PV solar. The training shall be in divided in 3 groups with each group having a total of 15 – 30 members in Arua, Terego and Madi-Okollo. The training shall be in a practical field based in the selected districts, in PV Solar Installation/Maintenance, with business skills training, business plan development and startup kit procurement and distribution. The key training packages shall include PV solar installation and maintenance, bill of quantity preparation, power rating, the use of electrical tools, marketing, business skills training and business plan development. The key tasks shall include.

1. Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
2. Conduct training needs assessment.
3. Develop training curriculum or support, including necessary manuals, work plans and other key documents for training based on the needs assessment of the youth.
4. Train the selected youth for max 4 weeks in PV solar Installation and Maintenance.
5. Train the selected youth in business development including business plans.
6. Organize DIT assessment and certification for the trained youth.
7. Procure and distribute start up kits for the trained youth.

Deliverables:

1. Pre-training assessment report.
2. An approved training module by the directorate of industrial training.
3. Fully registered trainees for DIT assessment and a registration form clearly indicating modules to be trained and assessed.

4. Approved Inception report, (annex: Training plan, start-up kit distribution plan and DIT assessment plan, list of materials, tools, equipment, scholastic materials, procurement/delivery plan).

Lot 6: Apiary/Honey Processing

The Apiary/Honey Processing training shall target the refugee and host community youth engaged in apiary and honey processing. The training shall be divided in 3 groups with each group having a total of 15 – 30 members in Arua and Kiryandongo districts. The training shall be in a practical field based in the selected districts in PV Solar Installation/Maintenance with business skills training, business plan development and startup kit procurement and distribution. Training packages shall include bee keeping, agro-ecology, use of bee keeping equipment, bee farm setting, beehive making, honey processing, use of honey bi products such as wax, marketing, farming as a business and business plan development. The key tasks shall include;

1. Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
2. Conduct training needs assessment.
3. Develop training curriculum or support, including necessary manuals, work plans and other key documents for training based on the needs assessment of the youth.
4. Train the selected youth for max 4 weeks in Apiary/Honey processing.
5. Train the selected youth in business development including business plans.
6. Organize DIT assessment and certification for the trained youth.
7. Procure and distribute start up kits for the trained youth.

Deliverables:

1. Pre-training assessment report.
2. An approved training module by the directorate of industrial training.
3. Fully registered trainees for DIT assessment and a registration form clearly indicating modules to be trained and assessed.
4. Approved Inception report, (annex: Training plan, start-up kit distribution plan and DIT assessment plan, list of materials, tools, equipment, scholastic materials, procurement/delivery plan).

1.2 Requirements for the resources

1.2.1 Human Resources

1.2.1.1 Selection and Composition of the team

Lot 1	<ul style="list-style-type: none"> • 1 coordinator/team leader • 3 technical Experts
Lot 2	<ul style="list-style-type: none"> • 1 coordinator/team leader • 3 technical Experts
Lot 3	<ul style="list-style-type: none"> • 1 coordinator/team leader • 3 technical Experts
Lot 4	<ul style="list-style-type: none"> • 1 coordinator/team leader • 3 technical Experts
Lot 5	<ul style="list-style-type: none"> • 1 coordinator/team leader • 3 technical Experts
Lot 6	<ul style="list-style-type: none"> • 1 coordinator/team leader • 3 technical Experts

For each of the lots, the contractor shall be responsible to present a pool of key experts that shall cover all contents of this contract. The contractor shall be responsible for selecting a coordinator/team leader and the individual expert out of his pool for delivering the outputs of the specific service requests of the contract.

Coordinator/team leader

For each of the lots, the Contractor shall identify a coordinator/team leader within its organization who shall be 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 terms of reference. Similarly, the Contracting Authority will designate contact persons.

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

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

Individual Experts

For each of the lots, the Contractor shall be responsible for selecting the individual expert for

delivering the outputs of the specific activities of the contract.

1.2.1.2 Qualifications of the Team

Lot 1: Horticulture training

Coordinator/team lead

Mandatory requirements

1. Bachelor's degree in Agriculture, Crop production, Agribusiness, Agriculture economics, Education in agriculture and vocational pedagogy
2. At least 5 years demonstrated Experience in managing similar consultancies (to be shown in CV).

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

1. Experience and knowledge in skills training for youth in Horticulture.
2. Knowledge of the Refugee programming context in the West Nile region.
3. Experience in developing training content for Horticulture training.
4. Experience in financial and narrative report writing.
5. Extensive knowledge and ability of key entry points in the districts of the assignment.

Individual experts (3 experts)

Mandatory requirement

1. Certificate in Agriculture, Crop production, Agribusiness, Agriculture economics, Education in agriculture and vocational pedagogy.
2. At least 2 years demonstrated experience in facilitating training in extension services for farmer groups (to be shown in CV).

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

1. Diploma in Agriculture, Crop production, Agribusiness, Agriculture economics, agriculture and vocational pedagogy.
2. Experience and knowledge of conducting vocational skills or business skills training for youth in Horticulture.
3. Experience in conducting enterprise development and business plan development.
4. Knowledge of the local languages spoken in refugee context in the West Nile region.

Lot 2: Videography/Photography Training

Coordinator/team lead

Mandatory requirement

1. Bachelor's degree in Mass communication, IT, cinematography, Music dance and drama, business administration, development studies or at least 7 years plus practical demonstrated experience in videography and photography.
2. At least 5 years demonstrated Experience in managing similar consultancies (to be shown in CV).

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

1. Experience and knowledge in videography and photography skills training for youth.
2. Knowledge of the Refugee programming context in the West Nile region.
3. Experience in developing training content for Videography/Photography Training.
4. Experience in financial and narrative report writing.
5. Extensive knowledge and ability of key entry points in the districts of the assignment.

Individual experts (3 experts)

Mandatory requirement

1. Diploma in videography, photography, Mass communication, computer science, cinematography, video and photo production or at least 3 years demonstrated practical experience in videography and photography training and production.
2. At least 2 years demonstrated Experience in facilitating training in videography and photography (to be shown in CV).

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

1. Experience and knowledge of conducting vocational skills or business skills training for youth.
2. Experience in conducting enterprise development and business plan development.
3. Knowledge of the local languages spoken in refugee context in the West Nile region.

Lot 3: Liquid/Bar Soap making training

Coordinator/team lead

Mandatory requirement

1. Bachelor's degree in chemistry technology, business administration, vocational training, development studies, social sciences, SWASA, Economics or 7 years demonstrated experience in vocational skills training for youth.
2. At least 5 years demonstrated Experience in managing similar consultancies (to be shown in CV).

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

1. Experience and knowledge in skills training for youth.
2. Knowledge of the Refugee programming context in the West Nile region.
3. Experience in developing training content for Liquid/Bar Soap making.
4. Experience in financial and narrative report writing.
5. Extensive knowledge and ability of key entry points in the districts of the assignment.

Individual experts (3 experts)**Mandatory requirement**

1. Diploma in Business Administration, Social Sciences, Development Studies, SWASA, chemistry technology, Economics or at least 3 years demonstrated practical experience in the selected liquid soap and bar soap making.
2. At least 2 years demonstrated Experience in facilitating training in liquid soap and bar soap making (to be shown in CV).

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

1. Experience and knowledge of conducting vocational skills or business skills training for youth.
2. Experience in conducting enterprise development and business plan development.
3. Knowledge of the local languages spoken in refugee context in the West Nile region.

Lot 4: Poultry management**Coordinator/team lead****Mandatory requirement**

1. Bachelor's degree in agriculture, Animal health, Veterinary medicine, business administration and Poultry management or 7 years demonstrated experience in vocational skills training for youth in Poultry management.
2. At least 5 years demonstrated Experience in managing similar consultancies (to be shown in CV).

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

1. Experience and knowledge in skills training for youth in Poultry management.
2. Knowledge of the Refugee programming context in the West Nile region.
3. Experience in developing training content in Poultry management.
4. Experience in financial and narrative report writing.
5. Extensive knowledge and ability of key entry points in the districts of the assignment.

Individual experts (3 experts)

Mandatory requirement

1. Certificate in agriculture, Animal health, Veterinary medicine, business administration and Poultry management and a diploma in agriculture, Animal health, Veterinary medicine, business administration and Poultry management shall be an added advantage.
2. At least 2 years demonstrated Experience in facilitating training in Poultry or animal health for Agribusiness (to be shown in CV).

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

1. Experience and knowledge of conducting vocational skills or business skills training for youth.
2. Experience in conducting enterprise development and business plan development.
3. Knowledge of the local languages spoken in refugee context in the West Nile region.

Lot 5: PV Solar Installation and Maintenance

Coordinator/team lead

Mandatory requirement

1. Bachelor's degree in electrical engineering or Renewable Energy.
2. At least 5 years demonstrated Experience in managing Solar Installation (to be shown in CV).

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

1. Experience and knowledge in skills training for youth.
2. Knowledge of the Refugee programming context in the West Nile region.
3. Experience in developing training content in the selected lot
4. Experience in financial and narrative report writing.
5. Extensive knowledge and ability of key entry points in the districts of the assignment.

Individual experts (3 experts)

Mandatory requirement

1. Diploma in electrical engineering or certificate in PV Solar installation and maintenance.
2. At least 2 years demonstrated Experience in facilitating training in PV solar installation and maintenance (to be shown in CV).

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

1. Experience and knowledge of conducting vocational skills or business skills training for youth.
2. Experience in conducting enterprise development and business plan development.
3. Knowledge of the local languages spoken in refugee context in the West Nile region.

Lot 6: Apiary/Honey Processing

Coordinator/team lead

Mandatory requirement

1. Bachelor's degree in agriculture or Entomology.
2. At least 5 years demonstrated Experience in managing similar consultancies (to be shown in CV).

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

1. Experience and knowledge in skills training for youth.
2. Knowledge of the Refugee programming context in the West Nile region.
3. Experience in developing training content in the selected lot
4. Experience in financial and narrative report writing.
5. Extensive knowledge and ability of key entry points in the districts of the assignment.

Individual experts (3 experts)

Mandatory requirement

1. Certificate in agriculture, Entomology, beekeeping or 3 years demonstrated experience in beekeeping and honey processing.
2. At least 2 years demonstrated Experience in facilitating training in beekeeping and honey processing (to be shown in CV).

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

1. Experience and knowledge of conducting vocational skills or business skills training for youth.
2. Experience in conducting enterprise development and business plan development.
3. Experience in conducting enterprise development and business plan development.

1.2.1.3 Management of the Team

For each lot, during the implementation of the contract the contracting authority shall individually assess the performance of the key experts and conduct evaluation sessions to get

feedback from the participants. The contracting authority reserves the right to reject an expert if his/her performance is not satisfactory to the contracting authority.

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

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

1.2.1.4 Deployment of the teams

For each of the lots, the contractor shall be responsible to present key experts that can cover all content of the contract per order and shall know the particulars of the content of the contract and demonstrate expertise to deliver it within the estimated number of person days specified below;

No.	Tasks	Duration of activity in person days
1.	Inception meeting, beneficiary selection, needs assessment and training content development	4
2.	Technical skills training & Business skills training including development of business plans, procurement and distribution of start-up kits	20
3.	Organize DIT assessment and certification for the trained youth	3
4.	Final report	3
Total number of person days		30 days

2. General Provisions

2.1 Derogations from the General Implementing Rules

Section 4, 'Specific contractual and administrative conditions' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

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 realization 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 and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonization 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 Organize 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, apply to this public contract:
- The Law of 17 June 2016 on public procurement⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁶;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;

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

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

- 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;

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 Organization (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.ENABLEintegrity.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 contract is a framework service contract.

3.2 Subject-matter of the public contract

This public service contract consists in the performance of consultancy services for instant training for different livelihood groups, in conformity with the conditions of these Tender Specifications.

3.3 Lots

The contract has 6 lots, each of which is indivisible. The tenderer may submit a tender for one lot, several or all the 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:

Lots	Description of the lots
Lot 1	Horticulture training
Lot 2	Videography/Photography Training
Lot 3	Liquid/Bar Soap making training
Lot 4	Poultry management
Lot 5	PV Solar Installation and Maintenance
Lot 6	Apiary/Honey Processing

3.4 Items

Each lot of this contract consists of the items stated in part 1 of the technical specification.

These items 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 the same lot.

3.5 Variants

Each tenderer may submit only one tender per lot. Variants are not permitted.

3.6 Duration of the public contract

For each of the lots, the contract starts upon award notification and shall last for 3 calendar years with a possibility of renewal for additional 2 calendar years.

For each order, actual implementation shall be 30 person days.

Maximum Contract value

The maximum amount to be ordered under this framework contract is 600,000 euros

4. Specific Contractual Conditions

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.

4.1 Managing official (Art. 11)

The managing official is [Mr. Okot Charles](mailto:charles.okot@enabel.be), e-mail: charles.okot@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.

4.2 Subcontractors (Art. 12 to 15)

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

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

The service provider 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.

Art. 12/3 § 2 of the Royal Decree of 14 January 2013:

3° when this involves a service contract in a sector susceptible to fraud, the subcontracting chain may only have two levels at most, namely the contractor's direct subcontractor and the second level subcontractor.

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

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

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public

contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Protection of personal data

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.

4.5 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.

4.6 Performance bond (Art. 25 to 33)

For this contract, no performance bond is required.

4.7 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.

4.8 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.

4.9 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 shall be permitted.

The framework contract price may be revised upwards or downwards at the request of one of the parties.

To calculate the price revision, the following formula applies:

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

Where:

Pr = Price after revision

Po = Price quoted in the tender

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

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

This revision shall be determined by the trend in the harmonized consumer price index published by the Uganda Bureau of Statistics (UBOS) Database for the applicable index appropriate for the industry.

The price revision may only be applied if the price increase or decrease following the request or if the price revision request amounts to at least 3% of the price quoted in the tender (for the first price revision) or of the last price revised or imposed (as of the second price revision). The total revision under this clause shall be subject to a ceiling of plus or minus 10% of the price quoted in the tender.

4.10 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 unfavourable weather conditions, theft or other

malicious acts. The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance 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 unfavorable 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.

4.11 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.

4.12 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...).

4.13 Performance modalities (Art. 146 et seq.)

Deadlines and terms (Art. 147)

The services must be performed within 3 calendar years as from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

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

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

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

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

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

4.14 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.

4.15 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.

4.16 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 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 regie 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.

4.17 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.

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

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

Macmillan Apedo

macmillan.apedo@enabel.be

Financial Controller

Enabel in Uganda

Only service delivery that has 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.

In accordance with the terms and conditions of the contract and the work order.

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

The invoice must be in **UGX**.

Payments may be made in instalments (progress payments) and will be made upon invoicing in the following instalments:

- 20% after submission of the inception report and needs assessment
- 50% after the satisfactory provision of the trainings, provision and distribution of startup kits and DIT assessment
- 30% after submission of the final training report

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.

4.19 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 specification is 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 Contracts 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 the Tender Specifications and the procurement contract. Questions will be in writing to UGA_CSC_CONTRACTS@enabel.be with copy to sandra.adero@enabel.be with a clear indication in the subject of the email of the procedure reference and the contract title. They will be answered in the order received. The complete overview of questions asked will be available on the Enabel website.

Until the notification of the award decision no information will be given about the evolution of the procedure.

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him/her

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;

Content of tenders

The tenderer must use the tender forms in the 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
- Financial Identification Form **(along with an account confirmation letter from the bank. This account shall not change throughout the contract duration and implementation)**
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Financial capacity form
- CVs and academic documents of the experts

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

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

Technical Proposal

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

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

For each of the lots the 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 services, with the exception of the value-added tax.

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

Delivery of documents or records associated with the performance;

Training required for operation;

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

Validity of the tender

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

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

5.4.2 Submission of tenders

Without prejudice to any variants, the tenderer may only submit one tender only per 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 PDF file on a USB stick. The USB stick shall be inserted into the envelop containing the hard copy tender.

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

It may 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

P.O 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 9:00 am to 12:00 pm and from 2:00 pm to 4:00 pm (see the address given under point a) above)

The tender shall be received by the Contracting Authority before **17th February, 2025, 11:00 am, Kampala time**. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

5.4.3 Modification or withdrawal of submitted tenders

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

The opening of tenders will take place on the same day of the final date for receiving tenders indicated above. Tenders not received before 11:00 am will be rejected. The opening shall be a public opening at 11:30 am Kampala time at the address below.

Enabel Uganda

Lower Kololo Terrace, Plot 1B

PO Box 40131 Kampala – Uganda

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 his tender together with the completed **European Single Procurement Document (ESPD)** the tenderer declares officially on his honour that:

- he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion;
- he fulfils the selection criteria established by the contracting authority in this public contract

The European Single Procurement Document (ESPD) is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016, it is a formal statement by the

economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

The tenderer can either complete the ESDP given in attachment, or generate his document via the website: <https://ec.europa.eu/tools/espd/filter>

Where the tender is submitted by a group of economic operators, it must include an ESPD for each of the participants in the group.

In accordance with Article 38 §2 of Article 73 of the Royal Decree of 18 April 2017, regarding part IV of the ESPD on the selection criteria, the contracting authority has decided to limit the information to be filled out to one single question, namely whether the economic operator fulfils the required selection criteria, in accordance with the section "Global indication for all selections criteria". So, only this section must be completed.

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 UGX: 100,000,000 during the past three financial years</p> <p>Lot 2: Minimum average annual turnover of UGX: 100,000,000 during the past three financial years</p> <p>Lot 3: Minimum average annual turnover of UGX: 100,000,000 during the past three financial years</p> <p>Lot 4: Minimum average annual turnover of UGX: 100,000,000 during the past three financial years</p> <p>Lot 5: Minimum average annual turnover of UGX: 100,000,000 during the past three financial years</p> <p>Lot 6: Minimum average annual turnover of UGX: 100,000,000 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	For each lot, minimum of 1 assignment relating to training refugees or vulnerable rural communities within the scope of the concerned lot, which was totally and successfully completed in the last 3 years.
2.2	Sufficient human resources
Minimum Standard	Signed CVs and academic documents of the experts of the profile defined in the technical specifications for each lot.

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

- Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
- The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.
- Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may

require that the economic operator and those entities be jointly liable for the execution of the contract.

- The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.

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

Where a candidate or tenderer relies on the capacity of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria, the candidate or tenderer, as appropriate, answers the question in part II, C, of the ESPD. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for these entities.

Regularity of tenders

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

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° if applicable, failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law;

2° failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, clause 1, 1alinéa 1er, 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 in the technical specifications;

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 non-substantial 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:

- Qualitative award criteria: 60%

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

No.	Qualitative award criteria	Max. points																								
		60																								
1.	Quality of the proposed technical methodology (approaches, processes, strategies)	20																								
2.	Quality of the proposed project management plan (quality management plan, work plan and schedule of activities, risk and risk mitigation strategies, communication plan and teams management plan)	25																								
3.	Experience of the proposed Human resources <table border="1" data-bbox="335 1220 1141 1518"> <thead> <tr> <th>Team lead</th> <th>Points</th> <th>Individual experts</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>5 years</td> <td>3</td> <td>2 years</td> <td>3</td> </tr> <tr> <td>6 years</td> <td>6</td> <td>3 years</td> <td>6</td> </tr> <tr> <td>7 years</td> <td>9</td> <td>4 years</td> <td>9</td> </tr> <tr> <td>8 years</td> <td>12</td> <td>5 years</td> <td>12</td> </tr> <tr> <td>9 years and above</td> <td>15</td> <td>6 years and above</td> <td>15</td> </tr> </tbody> </table>	Team lead	Points	Individual experts	Points	5 years	3	2 years	3	6 years	6	3 years	6	7 years	9	4 years	9	8 years	12	5 years	12	9 years and above	15	6 years and above	15	15
Team lead	Points	Individual experts	Points																							
5 years	3	2 years	3																							
6 years	6	3 years	6																							
7 years	9	4 years	9																							
8 years	12	5 years	12																							
9 years and above	15	6 years and above	15																							

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

- Price: 40%

With regards to the price criterion, the following formula shall be used

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

Amount of tender A

Final score

For each of the lots, the procurement contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

5.7 Award and Conclusion of the Contract

5.7.1 Awarding the public contract

For each of the Lots, the contract per Lot shall be awarded to one tenderer per Lot who submitted the most economically advantageous tender.

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

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

The contracting authority also reserves the right to award only certain lot(s) and to decide that the other lots will be the subject matter of one or more new contracts, if necessary according to another award procedure in accordance with Article 58 §1, third paragraph.

5.7.2 Concluding the public contract

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.

So, 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.

6. Annexes

6.1 Technical documents

N/A

6.2 Procedural Documents – Tender Forms

6.2.1 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 (CITY, VILLAGE)	COUNTRY OF BIRTH	
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		
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.)	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER	

<p>YES NO</p>	<p>PLACE OF REGISTRATION</p> <p style="text-align: center;">CITY</p> <p style="text-align: center;">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 Organization, 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		

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

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

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

Subcontractors

Name and legal form	Address / Registered office	Object

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 organization
 - 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/sanctionsinternationales-nations-unies>

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctionseurop%C3%A9ennes-ue>

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-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 - 3 € or NC	Year - 2 € or NC	Year - 1 € or NC	Average € or NC
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 will do

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignments totally performed	Location	Amount involved	Completion date in the last 3 years (only 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.

6.2.2 TECHNICAL PROPOSAL

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

CVs of the Key personnel

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

Name of expert	Proposed position	Educational background – formal qualification	Years of experience	Specialist areas of knowledge
	Coordinator / Team leader			
	Expert 1			
	Expert 2			
	Expert 3			

6.3 FINANCIAL PROPOSAL

Lot 1: Horticulture training

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.

No.	Description	Location	Unit of measure	Qty	Unit price in UGX: VAT excl.	Lump sum Unit price in UGX: VAT excl.
1.	Beneficiary selection, needs assessment and training content development	Madi-Okollo	Person days	4		
		Terego	Person days			
		Yumbe	Person days			
2.	Technical skills training & Business skills training including development of business plans, procurement and distribution of start-up kits	Madi-Okollo	Person days	20		
		Terego	Person days			
		Yumbe	Person days			

3.	Organize DIT assessment and certification for the trained youth	Madi-Okollo	Person days	3		
		Terego	Person days			
		Yumbe	Person days			
4.	Compilation of the final report	Madi-Okollo	Person days	3		
		Terego	Person days			
		Yumbe	Person days			
The above prices should be inclusive of the training materials and startup kits and other costs indicated under the section "elements included in the price"						
Total price in UGX excl. VAT						
VAT percentage (if application)						%

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 2: Videography/Photography Training

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.

No.	Description	Location	Unit of measure	Qty	Unit price in UGX: VAT excl.	Lump sum Unit price in UGX: VAT excl.
1.	Beneficiary selection, needs assessment and training content development	Terego	Person days	4		
		Yumbe	Person days			
2.	Technical skills training & Business skills training including development of business plans, procurement and distribution of start-up kits	Terego	Person days	20		
		Yumbe	Person days			
3.		Terego	Person days	3		

	Organize DIT assessment and certification for the trained youth	Yumbe	Person days			
4.	Compilation of the final report	Terego	Person days	3		
		Yumbe	Person days			
The above prices should be inclusive of the training materials and startup kits and other costs indicated under the section "elements included in the price"						
Total price in UGX excl. VAT						
VAT percentage (if application)						%

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 3: Liquid/Bar Soap making training

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.

No.	Description	Location	Unit of measure	Qty	Unit price in UGX: VAT excl.	Lump sum Unit price in UGX: VAT excl.
1.	Beneficiary selection, needs assessment and training content development	Madi-Okollo	Person days	4		
		Terego	Person days			
		Arua	Person days			
2.	Technical skills training & Business skills training including development of business plans, procurement and distribution of start-up kits	Madi-Okollo	Person days	20		
		Terego	Person days			
		Arua	Person days			

3.	Organize DIT assessment and certification for the trained youth	Madi-Okollo	Person days	3		
		Terego	Person days			
		Arua	Person days			
4.	Compilation of the final report	Madi-Okollo	Person days	3		
		Terego	Person days			
		Arua	Person days			
The above prices should be inclusive of the training materials and startup kits and other costs indicated under the section "elements included in the price"						
Total price in UGX excl. VAT						
VAT percentage (if application)						%

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 4: Poultry management

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.

No.	Description	Location	Unit of measure	Qty	Unit price in UGX: VAT excl.	Lump sum Unit price in UGX: VAT excl.
1.	Beneficiary selection, needs assessment and training content development	Adjumani	Person days	4		
2.	Technical skills training & Business skills training including development of business plans, procurement and distribution of start-up kits	Adjumani	Person days	20		

3.	Organize assessment and certification for the trained youth	DIT and the	Adjumani	Person days	3		
4.	Compilation of the final report		Adjumani	Person days	3		
The above prices should be inclusive of the training materials and startup kits and other costs indicated under the section "elements included in the price"							
Total price in UGX excl. VAT							
VAT percentage (if application)							%

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 5: PV Solar Installation and Maintenance

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.

No.	Description	Location	Unit of measure	Qty	Unit price in UGX: VAT excl.	Lump sum Unit price in UGX: VAT excl.
1.	Beneficiary selection, needs assessment and training content development	Madi-Okollo	Person days	4		
		Terego	Person days			
		Arua	Person days			
2.	Technical skills training & Business skills training including development of business plans, procurement and distribution of start-up kits	Madi-Okollo	Person days	20		
		Terego	Person days			
		Arua	Person days			

3.	Organize DIT assessment and certification for the trained youth	Madi-Okollo	Person days	3		
		Terego	Person days			
		Arua	Person days			
4.	Compilation of the final report	Madi-Okollo	Person days	3		
		Terego	Person days			
		Arua	Person days			
The above prices should be inclusive of the training materials and startup kits and other costs indicated under the section "elements included in the price"						
Total price in UGX excl. VAT						
VAT percentage (if application)						%

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 6: Apiary/Honey Processing

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.

No.	Description	Location	Unit of measure	Qty	Unit price in UGX: VAT excl.	Lump sum Unit price in UGX: VAT excl.
1.	Beneficiary selection, needs assessment and training content development	Arua	Person days	4		
		Kiryandongo	Person days			
2.	Technical skills training & Business skills training including development of business plans, procurement and distribution of start-up kits	Arua	Person days	20		
		Kiryandongo	Person days			

3.	Organize DIT assessment and certification for the trained youth	Arua	Person days	3		
		Kiryandongo	Person days			
4.	Compilation of the final report	Arua	Person days	3		
		Kiryandongo	Person days			
The above prices should be inclusive of the training materials and startup kits and other costs indicated under the section “elements included in the price”						
					Total price in UGX excl. VAT	
					VAT percentage (if application) %	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: