



Tender Specifications

Public procurement contract for consultancy services to conduct competence enhancement training in Albertine region

Negotiated procedure without prior publication

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DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES

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

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

1 Technical Specifications

1.1 Requirements for the services and the deliverables

1.1.1 Technical methodology

1.1.1.1 General requirements for all lots

The applied methodology shall take into account the objectives, the project context, the project approach, as well as the specific requirements for the items with regard to the tasks and deliverables detailed hereafter.

Project context

The Support to the Implementation of the Skilling Uganda Strategy (SSU) Programme is funded by the Belgian Government and is implemented through cooperation between the Enabel Belgian development agency and the Ugandan Ministry of Education and Sports (MoES). It focuses on supporting the “Skilling Uganda” 10-year strategic reform process (2012-2021) making Skills Development in Uganda more demand driven by linking Business, Technical Vocational Education and Training (BTJET) with the world of work.

Actual implementation of the main Programme activities ended December, 2020 with over 2,454 young people (46% females) who were trained in Welding, Motor Vehicle Mechanics, Agriculture, catering, tour guiding, green skills, entrepreneurship through 29 grantees.

However, given the strategic significance of skilling to the national development processes, the Belgian government has maintained this bilateral development cooperation to consolidate the achievements & lessons learnt and thus a 2-year Bridging Programme was designed, approved and started and more than 2,145 trainees have enrolled for skills development initiatives through quality instruction and work-based learning for employment opportunities through 15 grantees, 7.6% (164) of these being refugees. The interventions have included Training, Entrepreneurship, Directorate of Industrial Training (DIT) assessment and Start-up Kits support in the districts of Kasese, Kabarole, Kamwenge, Kyegegwa, Masindi, Bulisa, Kikube and Hoima. However, over 75% of beneficiaries of these trainings have been from the Rwenzori region. The competence enhancement trainings will therefore target 1000 trainees exclusively from the Albertine sub region in general but specifically the districts of Masindi, Bulisa, Hoima and Kikuube.

The project beneficiaries are: existing registered groups of youth, girls and women of communities in Hoima, Kikuube, Bulisa and Masindi districts aged 15 to 35 years, that are currently engaged in informal sector or existing livelihood group activities.

General objective

The overall objective of the consultancy services for competence enhancement training is to equip 1,000 vulnerable youth and women with tailor made and market responsive skills. This is expected to address the concerns of unemployment among the marginalized groups for income generation and self-sustenance. The selected livelihood groups are to acquire skills that are relevant in boosting the already existing livelihood activities, micro-businesses and Village saving group activities to strengthen the impact of the livelihood interventions in the Albertine sub-region.

Training scope

The applied methodology shall factor in the overall project approach with regard to the training scope. For effective delivery of the training content, the project (Consultancy-Competence enhancement training) will be phased into the following tasks for all lots;

Competence enhancement trainings are flexible, short-term trainings of five to thirty days depending on the trade. The focus of the trainings is to increase the resilience and responsiveness of the beneficiaries to meet the dynamic demands in the labour market for increased productivity and employment either self-employment in their micro-enterprises or wage employed in informal enterprises. The contracting authority is rolling-out qualitative and flexible 'competence enhancement trainings' as a response to bridge skills development training gaps among beneficiaries identified by other agencies (livelihood actors) in the Albertine sub-region (Kikube, Hoima, Bulisa & Masindi Districts).

The contractor shall kick start with physical pre-training needs assessment for each group (in the relevant lot) to assess the missing skills link between the current status of the livelihood groups and the expected livelihood group need. The assessment shall help the trainer to identify the required training materials, tools, equipment, align the training modules to directly address the capacity needs of the livelihood groups and scale up the livelihood activities/micro-businesses. This activity covers all the selected livelihood groups provided by the contracting authority in the districts of Hoima, Kikuube, Bulisa and Masindi districts.

The practical trainings shall last a period of 3-16 working days , as specified below per lot, (practical 8 contact hours per day), for the skills to be properly absorbed by the trainees/group members. All trainings shall have entrepreneurship, finance management, savings and credit as crosscutting themes for business orientation with the intention of creating or expanding income generation opportunities within the Albertine sub-region. Prior to the start of the training, the contractor shall submit training content, training plan, lists of training materials, tools & equipment to the contracting authority for approval. Therefore, the trainings are to be guided by an approved (contracting Authority & DIT) training content/manual, conducted within the agreed timeline, following agreed methodology of hands-on practical skills training/adult learning.

The Contractor shall work in close collaboration with the staff of the contracting authority, livelihood actor and Directorate of Industrial Training (DIT) to review training materials, training needs or capacity gaps in different trades/Lots in the different micro-businesses/Livelihood groups within the Albertine sub region. Once the training materials and training needs are DIT approved, then the contractor will be given a green light to commence training for the subsequent livelihood/micro-business group member.

Items

Item 01: Training needs assessment

Tasks

This includes visiting the selected Livelihood group and conducting detailed viable training needs

assessment and preparing an inception report.

The Contractor needs to know the nature of Albertine microbusinesses or livelihood group skills gaps to help focus on addressing gaps and improve trainings in areas of interest for the proposed training as per the lot/trades, customer, market demand and supply, potential livelihood opportunities, or technical skills and there after design corresponding training materials.

The contractor shall base on the findings of the training needs assessment to prepare an inception report.

The contractor shall be responsible for the procurement of training materials, while the listed required tools and equipment shall be procured by the Contracting Authority in collaboration with the Livelihood actors.

Deliverable:

This includes an inception report.

An inception report shall be submitted by the contractor clearly indicating the list of the required training materials, a training plan, the scope of the training modules, procurement/delivery plan and work plan, a list of tools and equipment appropriate for conducting the training.

Acceptance procedure

The inception report shall be submitted to the SSU-BE Project team for review and validation within 3 working days from the date of conclusion of the training needs assessment activity for the lot. The SSU-BE Project shall review and validate the inception report within 2 working days. Where needed, the Contractor shall address the comments within two working days. The list of the training materials, tools and equipment shall be approved by the contracting authority prior to their procurement.

Item 02: Training preparation

Tasks

This includes preparation of the training content and sourcing the training consumables.

The contractor shall prepare the training materials and content in cognizance of the existing gaps in the different livelihood groups. Preparation of training content shall focus on addressing gaps from the pre-training assessment. The training content shall cover the areas as stated in section 1.1.1.2 (Specific requirements per lots). The contractor shall also procure the training consumables for each training group approved by the contracting authority.

Deliverable:

This includes training materials or content.

The training materials or content shall detail the modules & list of requirements under each lot of the trainings to be conducted.

Acceptance procedure

Final training materials or content per lot shall be submitted to the SSU- BE Project team for review and validation within 5 working day upon approval of the inception report. The SSU-BE Project team shall review and validate within 2 working days from receipt of the final training materials or content. Where needed, the Contractor shall address the comments within two

working days.

Item 03: Training delivery:

Tasks

This includes conducting the trainings using approved training methodology.

The contractor shall carry out a short-term practical (hands-on) training in line with the approved training materials or content and methodology by the SSU-BE Project. The training is expected to scale up business results and strengthen the Livelihood groups' resilience in responding to different business/Livelihood needs within the Albertine region. The number of trainees per group shall be approximately 25. The number of trainers per group shall be 2. The contractor shall conduct the training within a range of 3 to 16 working days per group depending on the lot. The number of groups to be trained shall be stipulated in the Order forms issued under the Framework Contract.

Deliverable:

This includes the Training report.

The Contractor shall prepare a training report at the end of each training activity per group that captures all the tasks with all the deliverables captured which shall be included either in the body of the report or as annexes of the final project report. The training reports shall be prepared for all the lots contracted as stated below in 1.1.1.2 Specific requirements per lots.

Acceptance procedure

The final training reports per lot shall be submitted to the SSU-BE Project for review and validation within 5 working days from date of completion of training. SSU-BE Project team shall review and validate within 2 working days from receipt of the training reports. Where needed, the Contractor shall address the comments within two working days.

Item 04: Trainee assessment preparation and Training evaluation

Tasks

This involves preparing trainees for DIT assessment and preparing the end of project report.

The contractor shall support Livelihood actors in the preparation of trainees for DIT assessment. The DIT assessment preparation shall be conducted in line with the approved training materials under Item 2 and the sessions shall be conducted during the training activities.

Deliverables:

This encompasses the DIT assessment and the end of Project report.

The contractor shall prepare end of training reports for each group with a section on their readiness for DIT assessment. The report shall cover the scope of training under each lot.

The final end of project report shall be a minimum of five (05) pages, excluding the cover page, annexes and table of content. The following shall be annexes to the end of training report;

- Annex-01-DIT attendance registers,
- Annex-02-Training daily attendance register signed by each trainee (Extract from Kobo-

collect)

- Annex-03-Signed materials received/tools/equipment used form or distribution form.
- Annex-04-Signed start-up kit distribution form, reviewed by Livelihood actor and Enabel field staff.

Acceptance procedure

Final DIT assessment and the end of project report shall be submitted to SSU-BE Project team for review and validation within 5 working days from the date of completion of the training. SSU-BE Project team shall review and validate within 2 working days from receipt of the training reports. Where needed, the Contractor shall address the comments within two working days.

1.1.1.2 Specific requirements per lots

The methodology shall be applied to all the different trades lotted as:

Lot 1: Provision of trainings in Apiculture management in the Albertine sub region (Hoima, Kikuube, Masindi & Bulisa districts).

This lot shall cover hands on practical management of apiary farm/beekeeping business and basic value addition practices, packaging, marketing and livelihood group to venture into apiary market opportunities within the Albertine sub-region and certification by DIT.

Lot 2: Provision of training in Handicrafts, Knitting, Reusable sanitary pads, book making, packaging and Jewelry making in the Albertine Region

This lot shall cover practical skills in making various crafts, reusable pads, book making, packaging and jewelry. The crafts shall include door mats, table mats, sweaters among others for purpose of operating businesses the livelihood group to venture in to Handicrafts market opportunities within the Albertine sub-region and certification by DIT.

Lot 3: Provision of training in Entrepreneurship, financial management, Savings and Credit management.

This lot shall cover practical skills training on Entrepreneurship, financial group dynamics, financial management, Savings and Credit management as critical cross-cutting skills for business startup and development across the different trades.

Lot 4: Provision of training in Leather work and shoe making in the Albertine sub-region

This lot shall cover practical skills training on various marketable Leather work and shoe making businesses to venture in to available market opportunities within the Albertine sub region and certification by DIT.

Lot 5: Provision of training in organic Agriculture (Horticulture inclusive) in the Albertine subregion

This lot shall cover practical skills training on Climate Smart Agronomic practices (organic farming; fertilizers, pesticides, Food preservation among others) and Horticulture to enable the groups to venture in to climate smart agriculture, green economy and horticulture market opportunities within the Albertine sub region and certification by DIT.

Lot 6: Provision of training in Value addition (Fruits, Cereals, and vegetables).

This lot shall cover hands on practicals on Juice extraction, cereals and vegetables growing & processing, to make various demand driven businesses for purpose of operating Fruits, cereals

and Vegetables value addition businesses to enable livelihood group to venture into Fruits, cereals and Vegetable processing/extraction market opportunities within the Albertine sub-region and certification by DIT.

Lot 7: Provision of training in Liquid soap, Shampoo, bar soap and Jelly making in the Albertine sub region.

This lot shall cover hands on practical training on liquid and bar soap, shampoo and Jelly making businesses to enable the livelihood groups to venture into in Liquid soap, Shampoo, bar soap and Jelly making market opportunities within the Albertine sub-region and certification by DIT.

Lot 8: Livestock management (Poultry, Goats, Piggery, Cattle keeping & fattening) in the Albertine sub-region.

This lot shall cover hands on practical training on Poultry Management, Goat rearing, piggery, cattle keeping and fattening to make various demand driven businesses on commercial Livestock farming businesses. This shall also include distribution of business start-ups to the livelihood groups to venture in to small scale commercial livestock business opportunities within the Albertine sub-region and certification by DIT.

Lot 9: Bakery and Confectionery in the Albertine sub region

This lot shall cover hands on sessions on practical on baking and confectioneries (making of mandazi, samosas, bread, cakes and other bakery products) for purpose of operating and scaling up small scale business to tap into business opportunities within the Albertine sub-region and certification by DIT.

Lot 10: Energy saving stoves and Briquette making in the Albertine sub-region

This lot shall cover hands on practical sessions on Energy saving stoves and Briquette making, for purpose of operating small-scale commercial businesses to enable the livelihood groups to venture in to small scale commercial Energy saving stoves and Briquette making business opportunities within the Albertine sub-region and certification by DIT.

Lot 11: Painting and Finishing in the Albertine sub region

This lot shall cover hands on practical sessions on Painting and finishes, to make various demand driven businesses to enable business startup to the livelihood group to venture into small scale commercial Painting and Decoration business opportunities within the Albertine sub-region and certification by DIT.

Lot 12: Branding, packaging and marketing

This lot shall cover hands on practical sessions on Branding, packaging and marketing. This will improve livelihood groups having business startups, in identifying appropriate market linkages. The livelihood groups will be guided on how to position their business ventures amidst competitors in the Albertine sub-region through improved branding, packaging and marketing.

1.1.2 Project Management

1.1.2.1 Planning

For each of the Lots awarded, a kick-off meeting shall take place in Albertine/Fort portal at the start of the implementation of each Lot. The aim shall be to discuss with the Contracting Authority the general implementation of the project, the work plan and communication with the project management team. The meeting shall also aim at clarifying to the Contractor the roles and responsibilities of the contracting authority during the implementation.

Ad-hoc meetings and conference calls shall be scheduled and organized by the contracting authority during the implementation phase to discuss and monitor quality issues as raised by the field team. Internally, the Field coordinators at each of the respective districts shall participate in all tasks for purposes of rendering more information as well as tracking quality of the delivery process and products. Identified quality issues shall be raised through the Intervention Officer then to the Intervention Manager for formal communication and discussion with the contractor. Prior to each of these meetings/ conference calls, the Contractor shall submit to the Contracting Authority a brief summary of any specific points that need to be discussed.

1.1.2.2 Monitoring

Supplementary meetings in Fort Portal, Hoima or Masindi during the implementation of the specific contracts may be convened at the request of the Contracting Authority to monitor the implementation.

For each of the lots, the contractor shall ensure quality management through continuous monitoring. This monitoring shall take a quality assurance (QA) approach and collect information on the service provider's conduct in implementing the activities.

This QA approach shall be based on the following principles: Collect data systematically; Report these data; Enable timely action on the data, at the appropriate level.

The Contractor shall use these principles to ensure the quality of their service and to monitor the satisfaction of those involved in all aspects of the activities.

At an appropriate point in time support trajectories and at the end, participants shall complete a questionnaire asking them to rate their perception on: the contractor and conduct of the support facilitation; professional skills and capabilities of the expert; self-assessment of the learning in terms of skills and competencies that are subject of the activities.

The project shall perform its own independent evaluation of the project during and after its implementation, on the basis of which the Contractor may be required to adapt its quality management.

An evaluation of the performance shall be conducted by the Contracting Authority on a regular basis to assess the level of the quality of services provided, the key experts' capacity, and the participants' satisfaction.

The Contracting Authority shall communicate the assessment methodology prior to the evaluation. The Contracting Authority shall communicate the outcomes of the evaluation sessions to the Contractor and if necessary, shall ask for actions to be taken. The Contractor can also perform self-evaluation, without the results of it being binding to the Contracting Authority. The Contracting Authority shall closely monitor the content, methodology and implementation of the activities to ensure that the desired level is kept.

The Contractor shall be required to reply to all queries from the Contracting Authority within two (2) working days, unless agreed otherwise.

Furthermore, the Contractor shall be obliged to ensure that the key experts comply to and follow the instructions given by the Contracting Authority, to allow smooth administration of the activities.

1.1.2.3 Reporting

The Contractor shall also ensure timely and accurate invoicing for services delivered as well as any required reporting. Without prejudice to any of the outputs/deliverables as outlined, the Contractor shall on request, provide overview reports with, at a minimum, the following characteristics:

- Frequency: on request
- Content, at least:
 - History of Service Requests/Work Orders
 - Listing of in-progress Service Requests/Work Orders
 - Values of the Service Requests/Work Orders

Form: in spreadsheet format.

Report data shall include all relevant references, dates, and subject of the Service Requests/Work Orders.

All outputs/deliverables (deliverables for services as the overviews) as outlined shall be submitted for approval and endorsement to the Intervention Manager.

Other Contracting Authority interventions staff and respective line ministries can be engaged with the project, and provide inputs at key strategic moments in the implementation process. This shall be coordinated by the Enabel SSU-BE implementation team.

The management and control of the performance of the contract are entrusted to Ms. Irene Kharono, Intervention Manager: SSU-BE who shall act as the direct counterpart for the service provider.

The respective Field Officers and Intervention Officer shall provide all field support as shall be required.

1.2 Requirements for the resources

1.2.1 Selection of experts

1.2.1.1 Composition of the team

For each Lot	<ul style="list-style-type: none">• 1 coordinator/team leader per Lot• A pool of Minimum of 02 experts per Lot
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The contractor shall be responsible to present a pool of trainers' / key experts that can cover all contents of this contract and that know the particulars of the content of the contract in Uganda

(to ensure relevant content and delivery).

The contractor shall be responsible for selecting the individual trainer / key expert out of his pool for delivering the outputs of the specific service requests of the contract.

The coordinator shall also be part of the training pool so long as the number of experts does not exceed a maximum of 2 experts.

Coordinator/team leader

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

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

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

Individual Experts

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

Given the target audience being groups of young people in the Albertine subregion, aged between 15 to 35 years and others above 35 years, and categories of livelihood group members, it is recommended that the pool of experts contains practicing sector-specific professionals having experience (as per the different lots) with services similar to that of this contract or conducting training to similar settings, and considering the possibility of parallel session in the same venue handled by the team of experts to encourage social distancing as a Covid 19 SOP in case of need for strict adherence to Covid-19 measures.

1.2.1.2 Qualifications of the Team

Mandatory requirements for the experts and coordinator

- Have proficiency in English language and at least one of the trainers shall have knowledge of local context and languages in the Albertine sub-region.
- The lead person/coordinator shall have a minimum qualification of bachelors in relation to the Lot of specialization.
- The other trainers in the pool shall be technically qualified in the lot of specialization.
- having conducted at least 3 practical assignments in the lot of specialization
- Have proven experience of delivery of training in the related area per lot.
- Have knowledge of the local context- communities in the Albertine sub-region.

- having conducted at least 2 Training needs assessment assignments
- Extensive expertise and experience (minimum 3 years) in customized training plan preparation and implementation of training as per the different lots.
- Experience with services similar to that of the lot and to the same target audience (as experience in vocational skills training or adult education, village/community based/livelihood group trainings for both rural and peri-urban communities) is key.
- Excellent analytical and evaluation skills.
- Ability to write convincingly; succinctly, attractively and inspirationally report.

1.2.1.3 Management of the Team

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

The contractor shall ensure that there is a back-up trainer / key expert available in the pool. Should a trainer / key expert become unavailable for any reason for more than one (1) day the back-up trainer / key expert has to be provided at short notice. The back-up trainer / key expert shall continue the implementation at the required standards. In case of unavailability of a Team Member, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender. Efficient communication and sharing of experience must be put in place within the team.

1.2.1.4 Deployments of the Team

Below are the estimated number of days for the different assignment tasks per livelihood group training;

Items per lot	Location	Min. number of person days per item	Minimum duration of the task.
Item 1: Training needs assessment	Any one of the following districts. Masindi, Bulisa, Masindi, Hoima, and Kikuube.	01	01
Item 2: Training preparation	Any one of the following districts. Masindi, Bulisa, Masindi, Hoima, and Kikuube	0.5	0.5
Item 3: Training delivery	Any one of the following districts.	Lot 1: 06 (per group: 2 trainers during 3 days)	Lot 1: 3 Lot 2- 8

	Masindi, Bulisa, Masindi, Hoima, and Kikuube	Lot 2: 16 (per group: 2 trainers during 08 days) Lot 3: 06 (per group: 2 trainers during 3 days) Lot 4: 32 (per group: 2 trainers during 16 days) Lot 5: 32 (per group: 2 trainers during 16 days) Lot 6: 14 (per group: 2 trainers during the 7 days) Lot 7: 14 (per group: 2 trainers during the 7 days) Lot 8: 10 (per group: 2 trainers during the 5 days) Lot 9: 32 (per group: 2 trainers during 16 days) Lot 10: 32 (per group: 2 trainers during 16 days) Lot 11: 20 (per group: 2 trainers during 10 days) Lot 12: 06 (per group: 2 trainers during 3 days)	Lot 3 - 3 Lot 4 - 16 Lot 5 - 16 Lot 6 - 07 Lot 7 - 07 Lot 8 - 05 Lot 9 - 16 Lot 10 - 16 Lot 11 - 10 Lot 12 - 03
Task 4: Trainee assessment preparation and Training evaluation	Any one of the following districts. Masindi, Bulisa, Masindi, Hoima, and Kikuube	0.5	0.5
Total number of days per training per lot		Lot 1: 08 Lot 2: 18 Lot 3: 08 Lot 4: 34 Lot 5: 34 Lot 6: 16 Lot 7: 16 Lot 8: 12 Lot 9: 34 Lot 10: 34 Lot 11: 22 Lot 12: 08	Lot 1: 05 Lot 2: 10 Lot 3: 05 Lot 4: 18 Lot 5: 18 Lot 6: 09 Lot 7: 09 Lot 8: 07 Lot 9: 18 Lot 10: 18 Lot 11: 12 Lot 12: 05

The livelihood groups will comprise of an average of 25 trainees, and for each group there will be a minimum of 02 trainers, and trainings will take place in the areas of Masindi, Bulisa, Hoima, and Kikube. It is currently envisaged that the Location will be interchangeable within the stated areas based on the training needs.

1.2.2 Training Materials

The competence enhancement training will be a typically face-to -face and practical hands-on community-based workshop facilitated by an expert that include a range of different activities, such as talks, presentation, practical group activities as per the different lots, to cover different topic.

The contractor will therefore take charge of the costs and procurement of training materials (consumables only). The contracting authority will take care of the costs and procurement of training tools, equipment and start-up kits with guidance from the contractor.

2 General provisions

2.1 Derogations from the General Implementing Rules

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

2.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

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

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003², as well 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

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

² Belgian Official Gazette of 18 November 2008.

Organisation³ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

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

2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁶;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

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

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be;

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

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

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

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

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

Litigation: Court action.

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

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

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

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

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

2.6 Processing of personal data by the contracting authority and confidentiality

2.6.1 Processing of personal data by the contracting authority

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

2.6.2 Confidentiality

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

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

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

2.7 Deontological obligations

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

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

In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

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

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

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

2.8 Applicable law and competent courts

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

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

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

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

3 Modalities of the contract

3.1 Type of contract

This procurement contract is a framework contract for services.

The framework contract sets out a general description of the tasks. When the contracting authority decides to contract specific services, a more detailed description of tasks will be set out in a request for specific services that will be sent to the contractor in the form of a Work Order.

In a work order:

- The work is ordered for a total number of days and is divided into a number of specific tasks.
- The contracting authority specifies maximum price, including all expenses, as well as timing.
- The contracting authority specifies the different tasks to be executed in specific terms of reference. Those terms of reference set out:
 - General information (intervention name, organization to be supported, type and topic of support, number of days, timing, responsible persons for the course/workshop within the beneficiary organization and within the contracting authority)
 - Introduction to the organization
 - Analysis overview of the service to be delivered
 - Purpose / goal (what organizational improvement goal is driving this service? What will the benefit or Return on Investment (ROI)? For training: What is the skill gap? What skills will this training deliver? What evaluation approach will be used?)
 - For training services:
 - Target group (who will be trained/ what is the group size? participants details, how many trainings will there be and how long will they last? what are knowledge and skill prerequisites?)
 - Methodology (what methodology (content and learning approach) is being proposed? What content has been suggested? resources required)
 - Additional information

The contracting authority reserves the right to submit service requests for other Enabel projects in Uganda. In that case, invoice(s) will mention the name and code of the project, as well as the name of the contract manager and the reference to the service request stated in the work order form(s).

3.2 Scope of the contract

3.2.1 Subject-matter

This services procurement contract consists in the performance of consultancy services to conduct competence enhancement trainings in the Albertine region, in conformity with the conditions of these Tender Specifications.

3.2.2 Lots

The contract has twelve (12) lots, each of which is indivisible. Each tenderer may submit a tender for one or several lots. A tender for part of a lot is inadmissible.

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

3.2.3 Items

Each lot of this procurement contract consists of the following items:

Item 01: Training needs assessment

Item 02: Training preparation

Item 03: Training delivery

Item 04: Trainee assessment preparation and Training evaluation

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

3.2.4 Variants

Variants are not permitted.

3.2.5 Option

The contract does not contain options.

3.3 Duration of the contract

The procurement contract starts upon award notification and lasts 03 calendar Months.

3.4 Value of the contract

The exact quantities will be determined in the order forms. The presumed quantities are given per lot for information purposes only under the form of a maximum value per lot, for the entire duration of the framework contracts, including any renewals. This can under no circumstance create legitimate expectations on the part of the Contractor that the contracting authority will place orders up to the maximum value of the contract. The contracting authority does not guarantee minimum quantities. The contracting authority does not confer by any means an exclusive right upon the Contractor to provide the services falling within the scope of the contract.

Lots	Estimated Maximum number of trainings per lot	Estimated Maximum Value per lot (UGX)
Lot 1	08	16,000,000
Lot 2	10	40,000,000
Lot 3	40	25,600,000
Lot 4	06	44,400,000
Lot 5	06	44,400,000
Lot 6	12	45,600,000
Lot 7	10	38,000,000
Lot 8	20	60,000,000
Lot 9	06	43,200,000
Lot 10	06	43,200,000
Lot 11	04	20,000,000
Lot 12	30	42,000,000

4 Special contractual provisions

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

These tender 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 Mrs Kharono Irene, e-mail: irene.kharono@enabel.be

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

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

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.

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

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

4.2 Subcontractors (Art. 12 to 15)

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

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

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

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

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

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by a subcontractor

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications 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.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28 §3 of the GDPR).

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex. Filling out and signing this annex is therefore a condition of regularity of the tender.

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 acquires the intellectual property rights created, developed or used during performance of the contract.

4.6 Performance bond (Art. 25 to 33)

No performance bond is required.

4.7 Conformity of performance (Art. 34)

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

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

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

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

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

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

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

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

4.8.4 Unforeseen circumstances

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

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the assignment to the service provider (meetings held, persons met, institutions visited, summary

of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services must be performed within thirty (30) calendar days as of the second working day following the date of dispatch of the order form, unless stated otherwise in the order form. 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, mail 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 will ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.

In any event, complaints about the order form are not admissible anymore if they are not submitted within 15 calendar days from the day following the date on which the service provider has received the order form.

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

The services will be performed at the locations specified in the Tender specifications (part 1)

4.11 Inspection of the services (Art. 150)

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

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

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

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

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

4.13 Zero tolerance Sexual exploitation and abuse

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

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

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

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

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

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

4.14.1 Failure of performance (Art. 44)

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

- 1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;
- 2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which are given in due form by the contracting authority.

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

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

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

4.14.2 Fines for delay (Art. 46 and 154)

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

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

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

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

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

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

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

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

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

4.15 End of the procurement contract

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

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

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

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

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

The acceptance specified above is final.

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

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

To: Mr. Bagyenyi Patrick-Financial controller SSU-BE

patrick.bagyenyi@enabel.be

Enabel Uganda – Finance Service Centre

Legacy Towers, Wing B, 1st Floor, Nakasero, Kyadondo Road, Plot 5

Only services that have been performed correctly may be invoiced.

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

The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification

term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required. When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in **UGX**.

In order for Enabel to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.

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

10% of the total value of the order form after acceptance of the deliverables of Item 1

15% of the total value of the order form after acceptance of the deliverables of Item 2

40% of the total value of the order form after acceptance of the deliverables of Item 3

30% of the total value of the order form after acceptance of the deliverables of Item 4

4.16 Litigation (Art. 73)

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

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

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

Enabel, public-law company

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

To the attention of Mrs Inge Janssens rue Haute 147

1000 Brussels

Belgium

5 Procurement procedure

5.1 Type of procedure

This is a Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

5.2 Publication

3.2.1 Enabel publication

This procurement contract is published on the Enabel website <https://www.enabel.be/content/enabel-tenders>

5.3 Information

The awarding of this procurement contract is coordinated by the Contract Service Centre of Enabel in Uganda. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 14 Days to submission deadline date, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to UGA_CSC_CONTRACTS@enabel.be with copy to caroline.niwagaba@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

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

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the Tender Specifications that are published in the Belgian Public Tender bulletin or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

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

5.4 Preparation and Submission of Tenders

Preparation of tenders

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

Content of tenders

The tenderer must use the tender form in annexe. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English.

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

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

The tender shall contain the following parts:

1. Administrative Proposal

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Financial Identification Form
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- 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 capacity form
- Financial capacity form
- Articles of Association

2. Technical Proposal

The technical proposal may be presented in free format. It shall not exceed the page limits specified below under each technical requirement, not counting the CVs. It shall respect the following page limit and structure:

- Technical methodology (max. 7 pages)
- Project management (max. 2 page)
- Resource management (proposal (max. 2 page) + CVs of experts (include letters of reference from previous assignments)+ overview of proposed training material and start-up kits

3. Financial Proposal

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

Determination of prices

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

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

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

Elements included in the price

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

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

The packaging;

Training required for operation;

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

Customs and excise duties for equipment and products used;

Costs of all training materials;

Directorate of industrial training registration fees and any other related costs.

Validity of tenders

The tenderers are bound by their tender for a period of 90 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. If a tenderer submits a tender for more than one lot, it shall submit a complete tender separately for each lot tendered for

The tenderer submits his tender as follows:

The tenderer shall submit the administrative, technical and financial proposals as separate email attachments.

The duly completed and signed tender shall be submitted only by e-mail; uga_csc_tenders@enabel.be and only as attachments and not via a link to a platform. The files shall be clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission, incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender.

Any request for participation or tender shall be received by the Contracting Authority no later than **15/11/2022, 02:00 PM, Kampala time**. Tenders that arrive late shall not be accepted.

5.4.3 Change or withdrawal of a tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

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

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

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

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

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

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

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

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

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

Selection criteria

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

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	<p>Minimum average annual turnover during the past three financial years</p> <ul style="list-style-type: none"> • Lot 1: UGX 12,000,000 • Lot 2: UGX 32,000,000 • Lot 3: UGX 20,000,000 • Lot 4: UGX 35,000,000 • Lot 5: UGX 35,000,000 • Lot 6: UGX 36,000,000 • Lot 7: UGX 30,000,000 • Lot 8: UGX 48,000,000 • Lot 9: UGX 34,000,000 • Lot 10: UGX 34,000,000 • Lot 11: UGX 16,000,000 • Lot 12: UGX 33,000,000 <p>(If a tenderer submits for more than 1 lot, the amount above shall be summed up for the lots tendered.)</p>
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in providing services within the scope of this contract
Minimum Standard	Minimum of 2 assignments within the scope of the Lot, which were totally and successfully completed in the last 3 years, out of which at least 1 was completed in Uganda.

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

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

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

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

Regularity of tenders

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

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

5.5.2.2 qualitative and financial evaluation of tenders

Negotiation

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

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

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

Award Criteria

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

- Qualitative award criteria: 40 %;

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

N.	Qualitative Award Criteria	Max. Points: 40
1.	Quality of the proposed Technical Methodology Item 1 – 2 points Item 2– 4 points Item 3– 6 points Item 4– 3 points	15
2.	Quality of the proposed Project Management <ul style="list-style-type: none"> • Planning (delivery schedule, training plan,) -05 points • Monitoring (Supervision, quality assurance of services, training materials and start-up materials check list – coordination and communication structure) -07 points • Reporting 03 points 	15
3.	Quality of the proposed Resource management <ul style="list-style-type: none"> • Selection of experts -06 points • Management of experts -02 points • Supply and distribution of training material -02 points 	10

Only tenders with scores of at least 25 points out of 40 points qualify for the financial evaluation.

- Price: 60 %;

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 60$$

Final score

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

5.6 Award and Conclusion of Contract

5.6.1 Awarding the contract

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

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

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

The contracting authority maintains the right to award only a certain lot or certain lots.

5.6.2 Concluding the contract

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

Notification is via e-mail.

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

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

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

6 Annexes

6.1 Technical documents

NA

6.2 Procedural Documents – Tender Forms

6.3.1 ADMINISTRATIVE PROPOSAL

Legal Identification forms

I. PERSONAL DATA			
FAMILY NAME(S) ①			
FIRST NAME(S) ①			
DATE OF BIRTH			
JJ MM YYYY			
PLACE OF BIRTH (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	

<p>Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.)</p> <p>YES NO</p>	<p>BUSINESS NAME (if applicable)</p> <p>VAT NUMBER</p> <p>REGISTRATION NUMBER</p> <p>PLACE OF REGISTRATION</p> <p style="text-align: right;">CITY</p> <p style="text-align: right;">COUNTRY</p>
<p>DATE</p>	<p>SIGNATURE</p>

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

Legal person entity private/public legal body

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

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

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

③ Registration number in the national register of the entity.

Public law entity

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

① National denomination and its translation in EN or FR if existing.

② NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.

Financial identification form

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

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

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)

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 organisation

2° corruption

3° fraud

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

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

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

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

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

Are also considered such serious professional misconduct:

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

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

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

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the

absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

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

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

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

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

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

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

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

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

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/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.

Integrity statement for the tenderers

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

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

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on

paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

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

Place, date

Economic and financial capacity Form

Financial Statement

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

Financial data	Year- 2 UGX or NC	Year- 1 UGX or NC	Last year UGX or NC	Average UGX or NC
Annual turnover, excluding this public contract ¹⁰				

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

¹⁰ Last accounting year for which the entity's accounts have been closed.
Tender Specifications – UGA1402711-10109

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignments <u>totally</u> performed	In Uganda (min. 1)	Amount involved	Completion date in the last 3 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

Certificates of completion

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

6.3.2 TECHNICAL PROPOSAL

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

The tenderer must complete the **table hereunder**. He must provide in his offer the **CV's 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.

<i>Name of expert</i>	<i>Proposed position</i>	<i>Educational background – formal qualification</i>	<i>Educational background – training on training and coaching</i>	<i>Years of experience with relevant capacity needs analysis provision</i>	<i>Specialist areas of knowledge</i>
	<i>Coordinator / Team leader</i>				
	<i>Expert 1</i>				
	<i>Expert 2</i>				
	<i>Expert 3</i>				
	<i>Expert 4</i>				
	<i>Expert 5</i>				

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

Lot 1: Provision of trainings in Apiculture management in the Albertine sub region (Hoima, Kikuube, Masindi & Bulisa districts).

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 08 person days)	08		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 2: Provision of training in Handicrafts, Knitting, book making, packaging materials, Reusable sanitary pads and Jewellery making in the Albertine

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 18 person-days)	10		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 3: Provision of training in Entrepreneurship, financial management, Savings and Credit management.

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 08 person days)	40		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 4: Provision of training in Leather work and shoe making in the Albertine subregion).

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 34 person days)	06		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 5: Provision of training in organic Agriculture (Horticulture inclusive) in the Albertine sub-region.

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 34 person days)	06		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 6: Provision of training in Value addition (Fruits, Cereals, and vegetables).

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 16 person days)	12		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 7: Provision of training in Liquid soap, Shampoo, bar soap and Jelly making in the Albertine sub region.

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 16 person days)	10		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 8: Livestock management (Poultry, Goats, Piggery, Cattle keeping & fattening) in the Albertine subregion.

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 12 person days)	20		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 9: Bakery and Confectionery in the Albertine sub region.

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 34 person days)	06		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 10: Energy saving stoves and Briquette making in the Albertine subregion.

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 34 person days)	06		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 11: Painting and Finishing in the Albertine sub region

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 22 person days)	04		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 12: Branding, packaging and marketing.

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

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

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

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

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

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

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

N°	Description	Maximum number of trainings	Unit Prices per training Exc. VAT*	Sub totals exc. VAT*
1.	Conduct Competence enhancement training for the selected livelihood groups. (Each training shall have 08 person days)	30		
VAT percentage (if applicable):				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: