



Tender Specifications

Framework contract for consultancy services for instant training for the different livelihood groups.

Negotiated procedure without prior publication

Reference number: UGA160321T-10053

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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.

1.1.1.2 Background

The 'Enhance livelihood and labour market relevant skills for youth and women of the refugees and host communities through Vocational Training and Entrepreneurship Support' action is part of the EU Trust Fund Support to the Refugee Settlements and Host Communities in Northern Uganda (SPRS-NU) programme and aims to support:

- 1) access to short and medium-term vocational training and enhancement of entrepreneurial skills for refugee and host community youth, women and girls
- 2) coordination, alignment, communication and capacity enhancement to allow the BTNET system to increase its absorption capacity to accommodate youth, women and girls from the host and refugee population and/or expand BTNET provision in the refugee hosting districts in Northern Uganda.

The access to short- and medium-term vocational training and enhancement of entrepreneurial skills will be implemented through award of grants for short term trainings and instant training modalities. Through the modalities of instant trainings, 6 livelihood actors (World Vision, Palm Corps, Coraid, CEFORD, ZOA, Ayuda, ADRA responded positively and submitted concept notes for different trades such Apiculture, Poultry production and Management, Value addition/Horticulture, Bead work, making of jelly and reusable pads, weaving, crochet and mat making, other livelihood actors and groups to be identified if needed). The livelihood groups are within the districts of Arua, Terego, Madi Okollo, Yumbe, Adjumani and Kiryandongo. The letter of intent was signed between Enabel and World Vision, Palm Corps and AVSI/Coraid and more will be drafted and signed later with other livelihood actors.

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The instant training project is equally embedded in the implementation of Support to Skilling Uganda Strategy (SSU) with training hours ranging from 10-100 hours. The instant trainings shall be conducted by consultants/trainers in alignment to the programme jointly implemented by Enabel and the Ministry of Education and Sports (MoES) with support from the Belgian government, the EU Trust Fund and the Embassy of Ireland. This aims to foster national skilling reforms that make skills development in Uganda more demand driven through linking the world of training with the world of work.

1.1.1.3 Project Objective:

To support beneficiary (refugees and host community) from selected livelihood groups to acquire skills that are relevant in boosting the already existing livelihood activities, micro-businesses and Village saving group activities to increase the impact of the livelihood interventions in the refugees' settlements and host communities, the methodology will scale up results of both the European Union Trust Fund (EUTF) project and results of other EU funded projects, like the SUPREME, RISE,RED projects, and other EU funded projects, this will foster an enabling environment to improve business start-ups, business growth and sustainable livelihood performance.

Training Objective:

The aim of the instant training is to increase access to sustainable livelihood and income activities of beneficiary groups already in existence and being supported by other agencies by addressing specific technical or transversal skills gaps.

1.1.1.4 Specific requirements per lot:

Project Context:

Lot 1: Poultry production and management, animal feeds production and sales for different livelihood groups.

Poultry production and management and or animal feeds business in west Nile and kiryandongo training shall cover hands on practical training on poultry production and management, and or animal feed production to make various demand driven businesses on commercial poultry farming and or animal businesses for purpose of operating small scale commercial poultry farming businesses and or animal feeds business, distribution of commercial poultry farming

business startup to the livelihood group to venture in to small scale commercial poultry business opportunities within the refugee settlement and host communities and certification by DIT. the livelihood groups should be linked to the area veterinary officer for continued advisory and other technical issues pertaining poultry health and management.

Lot 2: Apiculture management.

The consultancy shall include the provision of instant trainings in Apiculture management in West Nile and Kiryandongo. This shall provide practical skills to individuals and is also designed to improve livelihoods and promote sustainable apiculture management. The training shall be hands-on, with a focus on practical skills and will cover various apiary farm business and basic value addition practices. This shall be accompanied by certification from the Directorate of Industrial Training (DIT). The target audience for this program are farmers from the refugee settlement and host communities who are interested in improving their livelihoods through apiculture management. The livelihood group shall receive business startup materials from the contractor to venture in to apiary market opportunities within the refugee settlement and host communities and certification by DIT.

Lot 3: Value addition, horticultural production including Solar Powered Irrigation operation for off season vegetable growing, organic manure and pesticides including post-harvest handling.

The consultancy shall include the provision of training in Agriculture (Oil Seeds Value Addition, sunflower/Soyabean processing, manual/motorized oil processing machine), or Horticultural production including Solar Powered Irrigation operation for off season vegetable production, Organic Manure and pesticide making, including post-harvest handling training and value addition) in West Nile and Kiryandongo regions. This shall provide practical skills to individuals and is also designed to improve livelihoods and promote sustainable agriculture. The training shall be hands-on, with a focus on practical skills and shall cover various marketable trades such as oilseed processing, horticulture, solar-powered irrigation, organic manure making, post-harvest handling and value addition. This shall be accompanied by certification from the Directorate of Industrial Training (DIT). The target audience for this program are farmers from the refugee settlement and host communities who are interested in improving their livelihoods through agriculture (value addition and horticulture). The livelihood group shall receive start up business support in the form of manual/motorized sunflower oil press machine, soyabean

thresher and solar-powered irrigation kits among others to help farmers venture into value addition, horticulture and organic manure making businesses. Trainees shall have the option to choose between value addition training plus its start-up equipment and horticulture training including solar powered irrigation equipment, this shall be based on their needs. The expected outcome of the training is to equip participants with the skills and knowledge necessary to start and succeed in agriculture and horticulture-based businesses.

Lot 4: Weaving, mat making, handmade reusable pads, making bags using yarn, tailoring and other creative marketable designs.

The consultancy shall include the provision of training in weaving, mat making, handmade reusable pads, making bags using yarn and other creative marketable designs for different livelihood groups in West Nile and Kiryandongo. This shall cover practical crocheting skills, to make various demand mats like door mat, table mats, sweaters etc for purpose of operating crocheting businesses. This shall be accompanied by certification from the Directorate of Industrial Training (DIT). The target audience for this program are from the refugee settlement and host communities who are interested in improving their livelihoods through weaving, mat making, handmade reusable pads, making bags using yarn and other creative marketable designs). The livelihood group shall also receive start up kits to support their business.

1.1.1.5 Location of activities

The trainings shall be conducted in a specific livelihood group (s) located in any of the implementation districts of Arua, Madi-okolo, Terego, Yumbe, Adjumani, and kiryandongo. The districts will be selected based on identified livelihood group.

1.1.1.6 Training

For each of the lots, the tasks under this consultancy (Instant training) shall be implemented in phased manner as per Items below;

Item 1: Conducting livelihood/business pre-training needs assessment.

The purpose of this phase is to assess the missing link between the current status of the livelihood groups and the expected livelihood/business position. This shall help the trainer develop better training modules that directly address the capacity needs of the beneficiary groups and also scale up the livelihood activities/micro-businesses. This is a one (01) day activity,

covering a specific livelihood group (s) located in any of the implementation districts of Arua, Madi-okolo, Terego, Yumbe, Adjumani, and Kiryandongo. The districts will be selected based on identified livelihood group(s)/micro-businesses per trade/lot represented as provided by the contracting Authority to ease the pre-assessment activity.

This item is to verify individual livelihood training needs per trade/lot and expectation to help the trainer develop better training modules that directly address the capacity needs of each beneficiary, needs of the livelihood group and help in scaling business/livelihood result to make graduates become more resilient. Pre-training assessment shall be done within the targeted refugee settlement, one livelihood group/micro-business per trade/lot.

The Contractor shall work in close collaboration with the staff of the Enabel staff and Directorate of Industrial Training (DIT) contact staff to review training materials, training needs or capacity gaps in different trades in the different micro-businesses/Livelihood groups within the refugee settlement. Once the training materials and training needs are DIT approved, then the contractor shall be given a green light to commence registration of livelihood/micro-business group member for DIT assessment/Kobo collect and subsequent training as per training need of the group members.

Tasks:

Task 1: Visit the selected micro-businesses/livelihood group and conduct detailed viable training need assessment.

The Contractor needs to know the nature of refugee microbusinesses/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/trade, customer, market demand and supply, potential livelihood opportunities or technical skills and thereafter design corresponding training materials.

Task 2: Preparing training materials

The contractor shall prepare the training materials in line with the training need assessment findings. The prepared training materials shall address the existing gaps in the different micro-businesses/Livelihood groups so that training can help to scale up business results and make the graduates/Livelihood groups more resilient in responding to different business/Livelihood needs within the refugees' settlement. The contractor shall provide reference materials such as writing

materials to members who can read and write, handouts, training manuals to each group to help participants stay refreshed with knowledge and keep them reminded about the training. Record keeping should be included in the trainings conducted to aid groups boost their knowledge on how to keep proper records both financial and operational.

Task 3: Instant trainee DIT registration/Kobo Collect registration.

The contractor shall undertake a beneficiaries' data collection/Registration on the DIT forms in preparation of instant training/DIT assessment. This shall ensure details of all participating refugees and host communities are captured and submitted to DIT for registration. The DIT forms shall have photos of refugees and copies of their Identification cards.

Task 4: Drafting the Inception report (which includes the Training plan, start-up kit distribution plan and DIT assessment plan)

An inception report shall be submitted by the contractor, clearly indicating the scope of the training modules, list of practical activities, methods of instant training delivery, list of training materials/tools/equipment, training plan, procurement/delivery plan and work plan for implementing the contract.

Deliverables

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

Item 2: Conduct instant trainings.

Instant skills trainings are flexible, short-term (i.e., 'instant') trainings of 12 calendar days. Breaking down skills provision into the smallest possible forms to address training needs of livelihood groups/skills gaps in micro-businesses in the refugee's settlement. The contracting Authority supports the roll-out of qualitative and flexible 'instant skills trainings' to answer to training

demands of beneficiaries identified by other agencies supporting livelihood and income generating activities in the refugee's settlement and host communities, hereby addressing humanitarian concerns through a development approach.

The instant practical trainings, shall have maximum practical contact hours per day (8 contact hours), in order to the skills to be properly absorbed by the trainee's/group members, trainings shall be business oriented with the intention of creating or expanding income generation opportunities within the refugee's settlement and host communities. Instant training graduates become more resilient and responsive 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 within the refugee's settlement.

The instant training shall be guided by an approved (Enabel & DIT) training manual/module, conducted within the agreed timeline, following agreed methodology of hands-on practical skills training/adult learning.

Tasks:

Task 01: Conduct trainings using approved training methodology.

For each of the lots, the contractor shall conduct the training using the prepared training manuals/guides for the different micro-businesses/livelihood groups. This shall focus on addressing gaps from the pre-training assessment and cover areas in the training manual. Upon completion of the training, a copy of the training report, shall be submitted to the contracting authority for review and approval within 2 calendar days.

Deliverables

- 1) Pre-training and post training evaluation assessment form
- 2) Daily attendance register.
- 3) Training report
- 4) Signed form containing the list of materials received /tools/equipment used form.
- 5) Minimum of 10 pictures taken during instant training period.

Task 02: Provision and Distribution of start-up kits.

For each of the lots, the contractor shall be responsible for the provision and distribution of all the necessary start up kits for the different micro-businesses/livelihood groups who successfully

completed the training. The start-up kits provided shall be used as training materials and later distributed to the??? for the different micro-businesses/livelihood groups.

Deliverable

- 1) Start-up kit /training materials distribution list Signed by the group chairperson and 1 member confirming receipt of the start-up materials and verified by Enabel Staff and livelihood groups.
- 2) Distribution list for materials to be used for business start-ups.

Item 3: Support the process for Directorate of Industrial Training (DIT) assessment and Certification.

The Directorate of industrial training conducts a competency-based assessment to ascertain the level of skills acquired by trainees during industrial trainings or institution-based training. The purpose of the assessment is to define what skills level is exhibited by the trainee and then a certificate which documents the graduate skills level is awarded. This certificate helps major while looking for wage employment, or while looking for formal employment.

Tasks:

Task 1: Coordinate the DIT assessment and certification.

The contractor shall coordinate the registration of trainees, payment of DIT assessment fees, procurement of DIT assessment materials, planning for DIT assessment and supporting DIT assessors to conduct assessment. After DIT assessment is completed, the contractor shall follow up with DIT for the certificates of beneficiaries and deliver to Enabel Arua office.

Deliverables

- 1) DIT assessment attendance register.
- 2) Post training Directorate of industrial assessment report.

End of training report.

The contractor shall prepare a draft end of training report that shall be submitted within four (04) calendar days after completion of training. The report shall cover; Item 1- Conducting livelihood/business pre-training needs assessment, Item 2- Instant training and Item 3: Support the process for Directorate of Industrial Training (DIT) assessment

and Certification and distribution of start-up kits.

The draft end of training report shall be reviewed by SSU Project-Enabel and provide feedback within 2 calendars day from the day of receipt. The consultant shall amend the report and submit the final report for approval by SSU Project-Enabel.

The training report should be a maximum of five (05) pages, excluding the cover page and table of content.

The following should be annex to the end of training report;

- 1) Annex-01-DIT attendance registers,
- 2) Annex-02-Daily Training attendance list for each training (Extract from Kobo-collect) for the 12 days.
- 3) Annex-03-Signed materials received/tools/equipment used form or distribution form (signed by students).
- 4) Annex-04-Signed start-up kit distribution form, reviewed by Poultry production and management actor and Enabel field staff. (Signed by students)
- 5) Annex-04-Minimum of 5 pictures taken during instant training period.

1.2 Project Management

1.2.1 Planning

A kick-off meeting shall take place in Kampala /Arua at the start of the implementation. The aim will 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 will also aim at clarifying to the Contractor the roles and responsibilities of the Contracting Authority during the implementation.

As required, ad hoc meetings and conference calls shall be scheduled and organized by the Contractor during the implementation of a given service request. 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.

1.2.2 Monitoring

Supplementary meetings in Kampala/Arua during the implementation of the specific contracts may be convened at the request of the Contracting Authority to monitor the implementation.

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 EUTF-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.

1.2.3 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 Enabel interventions staff and respective line ministries can be engaged with the project, and provide inputs at key strategic moments in the implementation process. This will be coordinated by the Enabel EUTF implementation team.

1.3 Requirements for the resources

1.3.1 Human Resources

1.3.1.1 Selection of experts

1.3.1.1.1 Composition of the team

For each lot	<ul style="list-style-type: none"> • 1 coordinator/team leader • a pool of Minimum 2 - maximum 3 experts
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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 contractor may also be part of the training pool as long as the number of experts does not exceed a maximum number of 3 experts.

Coordinator/team leader

The Contractor shall identify a coordinator/team leader within its organisation 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 technical specification. Similarly, the Contracting Authority shall 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 coordinator and to the contact person in the Contracting Authority respectively.

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

Individual Experts

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

1.3.1.1.2 Qualifications of the team

Mandatory requirements for the experts

- Have proficiency in English language and at least one of the trainers must have knowledge of local context and languages in the refugee settlements of West Nile and Kiryandongo.
- Have at least 3 years' proven practical experience in of specialization with well-organized business records and or running similar business venture.
- Have proven experience of coaching.
- Have relevant experience in capacity building.
- Have experience in different post training assessment methods (including DIT assessment)
- Have knowledge of the local context- refugees and host communities in Northern Uganda and Kiryandongo.
- Extensive experience in pre-training needs assessment.
- Extensive expertise and experience (minimum 3 years) in customized training plan preparation and implementation of training.
- Experience with services similar to that of this contract to the same target audience, experience in vocational skills training, or adult education, village/community based/Poultry production and management group trainings for both refugees and host communities) is key.
- Excellent analytical and evaluation skills.
- Ability to write convincingly; succinctly, attractively and inspirationally report

1.3.1.1.3 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.

1.3.1.1.4 Deployment of the team

Below is the estimated number of person-days for the different micro-businesses/livelihood groups.

Items	Tasks per lot	Location	Person-days per training session
Item 1	Visit the selected micro-businesses/livelihood groups and conduct detailed viable training need assessment.	Any one of the following districts. Arua, Madi-okollo, Terego, Yumbe, Adjumani and Kiryandongo	01
	Preparing training materials	Any one of the following districts. Arua, Madi-okollo, Terego, Yumbe, Adjumani and Kiryandongo	03
	Instant trainee DIT registration/Kobo Collect registration.	Any one of the following districts. Arua, Madi-okollo, Terego, Yumbe, Adjumani and Kiryandongo	01
	Drafting the Inception report	Any one of the following districts. Arua, Madi-okollo, Terego, Yumbe, Adjumani and Kiryandongo	01
Item 2	Conduct trainings using approved training methodology.	Any one of the following districts. Arua, Madi-okollo,	12

		Terego, Yumbe, Adjumani and Kiryandongo	
Item 3	Coordinate the DIT assessment and certification.	Any one of the following districts. Arua, Madi-okollo, Terego, Yumbe, Adjumani and Kiryandongo	03
End of training report.		Contractor's premises	04
	Total number of person days		25 days


The livelihood groups will comprise of an average of 25 trainees, and for each group there will be a minimum of 02 trainers, and will take place in the areas of Arua, Madi-okollo, Terego, Yumbe, Adjumani and Kiryandongo. It is currently envisaged that the Location will be interchangeable basing on training needs.

1.3.2 Other resource

1.3.2.1 Training materials

The contractor shall provide the following training materials for training for the different micro-businesses/livelihood groups for purpose of training. The training materials shall be used as start-up kits and post training start-ups. In case there will be materials that cannot be reused after the training, then the contractor shall provide the additional materials for continued practice and businesses at the disposal of the trainees and incorporate the cost in the prices with clear specifications of items:

Lot 1: Poultry production and management, animal feeds production and sales for different livelihood groups.




Item	Quantity	specification	Other details
Chicks	300 chicks	3 kroilers (Atleast 3 -4 weeks old)	

Chicken Feeds	03 Bags	70kg Bags of Starter mash	
Chicken Feeds	05 Bags	70kg Bags of Grower	
Chicken Feeds	03 Bags	70 kg bags of Finisher	
Feeders	10 pcs	10 ltr, plastic feeders	
Drinkers	10 pcs	10 litres Plastic drinkers	
Vaccines	04 Viols	(500 doses each) New castle vaccine.	All vaccines should be stored in cold chain to maintain their efficacy
	04 Viols	Infectious bronchitis	
	02 Viols	Gumboro	
	02 Viol	Fowl pox	
Drugs	2 kg	Oxyvitamin packed into 200 grams each	
	04 bottles	Enroflaxocin 120 mls bottles each	
	04 bottles	Sevin dust	
	5 litters	Disinfectant	
Weighing Scale	50kg	Digital weighing scale	
Drum for storing water	01 piece of 100 Litre Capacity.	100-liter drum	
Solar light / Heat	01 set	solar lighting system. Capacity to light 3 bulbs for 12 hours	
-Writing materials and	-30 pieces	-Note books	



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-Handouts of the training manuals. -Pens	-30 booklets. -30 Pens	-Training manual -Blue Ink writing pens.	
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Lot 2: Apiculture management.

Item	Quantity	Specification	Other details
Complete bee suit	30 pcs	Height 5' 10", Chest 38-40", Inside Leg 33", Under Arm 24, Waist 42", Back length 37"	
Bee reusable nitrile gloves	30 pairs	Medium size	
Gumboots	30 pcs	White, Medium size 9	
Bee smokers	30 units	4" wide x 7" tall	

Bee Brushes	30 pcs	Medium (30cm length, 2-inch brush)	
Honey press Machine	1 unit	Small size 20-liter capacity	
Packaging Containers	50 pcs	250ml capacity	
Refractometer	1 pc	Hand Honey refractometer	
Bucket	30 pcs	Air tight 20liters capacity	

Bee Hives	30 pcs	Kenya Top Bar, 9cm length by 30cm height.	
Bee wax	1 Kg	Pieces of solidified bee wax	
-Writing materials and -Handouts of the training manuals. -Pens	-30 pieces -30 booklets. -30 Pens	-Note books -Training manual -Blue Ink writing pens.	






Lot 3: Value addition, horticultural production including Solar Powered Irrigation operation for off season vegetable growing, organic manure and pesticides including post-harvest handling.

Items	Quantity	Specification
Value Addition Equipment		
Value addition equipment for sunflower processing	01 Set of Processor.	-95 Oil Mill -20 hp diesel Engine -Frame for engines -250 Oil Filter -8hp diesel engine
Horticulture Equipment		
Onion Seeds	500gms	Prema F1
Tomatoes	500gms	Ansal F1
Cabbages	4 Sachets of 50 gms each sachet. (200gms)	Gloria F1

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Cabbages	4 sachets of 50 gms each sachet (200gms)	Baraka F1
Watering Cans	06 pcs	10 liters Plastic
Gum boots	25 pairs	Medium size (9-11)
Wheel barrows	04 pcs	760mm, width 450mm, depth 350 mm
Spray pump	04 pcs	20 liters
Fungicide	30kg 8kg	Mancozeb Mistress
Pesticide	20 liters	Abamethrin
Fertilizer	02 bags 03 bags 40kgs	Cans Gatit (fruit and flower) NPK Polyfeed .19.
Forked Hoe	10 pcs	Metallic forked hoe with 3 teeth
Water Tanks	02 pcs	Plastic 5000 liters
Pump (A complete solar powered irrigation kit that can irrigate 2 acres of vegetable garden.	04 set	Solar water pump complete set 3.5m water head, solar panel and horse pipes, sunlight surface water pump, 40m elevation change maximum flow rate 2700 liters per hour, 250-500 watts solar panel.
Drip Liners	04	Drip irrigation accessories
-Writing materials and -Handouts of the training manuals. -Pens	-30 pieces -30 booklets. -30 Pens	-Note books -Training manual -Blue Ink writing pens.

Lot 4: Weaving, mat making, handmade reusable pads, making bags using yarn, tailoring and other creative marketable designs.

Items	Quantity	Specification	Other details
Crotchet	30 sets of crotchets, with 12 pieces each.	Aluminium crotchet.	
Yarn	30 sets of 12 pieces	100% acrylic yarn	
Scissors	05 pcs	20cm length	
Marker pen	01 set 12 pieces	Different colors	
Pompom kit	04 sets of 4 pieces each	pompom kits	
Industrial Sewing machine	1 pc	Singer 20U33	
Cotton materials for making bed sheets, table covers, cushion covers, pillow covers with creative designs	10 rolls of cotton materials		

-Writing materials and -Handouts of the training manuals. -Pens	-30 pieces -30 booklets. -30 Pens	-Note books -Training manual -Blue Ink writing pens.	
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INDICATIVE PICTURES OF WHAT THE FINISHED PRODUCTS OF WEAVING, MAT MAKING, BAG MAKING DESIGNS MAY LOOK LIKE.

Items	Other details
Door Mat of different designs	
Table mats of different designs.	
Table mats of different designs.	
Door mats of different designs.	

<p>Baskets, bags of different designs.</p>	 <p>shutterstock.com · 1525433345</p>
<p>Baskets, bags of different designs.</p>	

1.3.2.2 Training Venue and Meals for participants.

The training shall take place at the settlements of the different livelihood groups in any of the mentioned districts. The contracting authority shall facilitate the training by providing meals and monitoring visits by government officials to the training venue.

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;

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.

- 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 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;

² Belgian Official Gazette of 18 November 2008.

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.

- 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.;

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

⁷ Belgian Official Gazette 27 June 2017.

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.

3.2 Scope of the contract

3.2.1 Subject-matter

This procurement contract consists in the provision of consultancy services for instant trainings for different livelihood groups in conformity with the conditions of these Tender Specifications.

3.2.2 Lots

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

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

The lots are:

Lots	Description of Lots
Lot 1	Poultry production and management, animal feeds production and sales for different livelihood groups.
Lot 1	Apiculture management.
Lot 1	Value addition, horticultural production including Solar Powered Irrigation operation for off season vegetable growing, organic manure and pesticides including post-harvest handling.
Lot 1	Weaving, mat making, handmade reusable pads, making bags using yarn, tailoring and other creative marketable designs.

3.2.3 Items

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

Item 1: Conducting Poultry production and management pre-training needs assessment.

Item 2: Conduct instant trainings.

Item 3: Support the process for Directorate of Industrial Training (DIT) assessment and Certification and distribution of start-up kits.

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.

3.3 Duration of the contract⁸

For each of the lots, the procurement contract starts upon award notification and shall last 14 calendar months.

⁸ Please note: term of the procurement contract not to be confused with performance period.

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 [Mr. Okot Charles](#), e-mail: Charles.okot@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:

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- 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

PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT)

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

4.6 Performance bond (Art. 25 to 33)

For this procurement contract 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 25 person days as of the second working day following the date of dispatch of 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, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

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

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

When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the service provider 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 any more 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).

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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 to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that

the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

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

4.14.1 Failure of performance (Art. 44)

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

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

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

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

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

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

4.14.2 Fines for delay (Art. 46 and 154)

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

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

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

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

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:

Peter Muyiyi
peter.muyiyi@enabel.be
Financial controller - SSU-EU
Enabel in Uganda
Anyafio – Jerekede Road -Arua Regional Office.

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 (30) thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required in accordance with the terms and conditions of the contract and the work order.

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

The invoice must be in UGX.

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.

No advance may be asked by the contractor. Payments may be made in instalments (progress payments) and will be made upon invoicing in the following instalments:

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- 30% after Submission of the inception report
- 60% after the satisfactory provision of the trainings, provision and distribution of start-up kits and DIT assessment.
- 10% after submission of final training report

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 10 calendar days before the time for the receipt of tenders, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to UGA_CSC_CONTRACTS@enabel.be with copy to sandra.adero@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.

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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**¹⁰ in the name of the tenderer (legal person) or his/her representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol). From the successful tenderer.
- Technical capacity form

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- Financial capacity form

2. Technical Proposal

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

- Technical methodology (max. 6 pages)
- Project management (max. 2 pages)
- Resource management (proposal (max. 2 pages) + CVs of experts + 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;

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

The subject of the e-mail shall clearly mention the procurement reference number and the contract title, as stated on the cover page of the tender specifications, as well as the name of tenderer.

The tender shall be received by the Contracting Authority on **20th April, 2023, 02:00 pm, Kampala time**. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

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

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

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

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

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

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

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

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

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

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

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

Selection criteria

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

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover during the past three financial years Lot 1: UGX: 50,000,000 Lot 2: UGX: 50,000,000 Lot 3: UGX: 50,000,000

	Lot 4: UGX: 50,000,000 (If a tenderer submits for more than 1 lot, the amount above shall be summed up for the lots tendered.)
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience
Minimum Standard	Minimum of one assignment within the scope of the Lot, which were totally and successfully completed in the last 3 years.

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: 30%;

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: 30
1.	Quality of the proposed Technical Methodology	10
2.	Quality of the proposed Project Management	10
3.	Quality of the proposed Resource management (Selection and Management of Experts)	10

Only tenders with scores of at least 20 points out of 30 points qualify for the financial evaluation.

- Price: 70 %;

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 70$$

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.

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

6 Annexes

6.1 Technical documents

N/A

6.2 Procedural Documents – Tender Forms

6.2.1 ADMINISTRATIVE PROPOSAL

Legal Identification forms

I. PERSONAL DATA			
FAMILY NAME(S) ①			
FIRST NAME(S) ①			
DATE OF BIRTH			
JJ	MM	YYYY	
PLACE OF BIRTH		COUNTRY OF BIRTH	
(CITY, VILLAGE)			
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD	PASSPORT	DRIVING LICENCE ②	OTHER ③
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER ④			
PERMANENT			
PRIVATE ADDRESS			
POSTCODE	P.O. BOX	CITY	
REGION ⑤	COUNTRY		
PRIVATE PHONE			
PRIVATE E-MAIL			
II. BUSINESS DATA		If YES, please provide business data and attach copies of official supporting documents	

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

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

Legal person entity private/public legal body

OFFICIAL NAME ②			
ABREVIATION			
MAIN REGISTRATION NUMBER ③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION			
<div style="display: flex; justify-content: space-around;"> DD MM YYYY </div>			
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	NGO ② YES NO	
	NOT FOR PROFIT		
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 ⁹	
IBAN/ACCOUNT NUMBER ¹⁰	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

⁹ This does not refer to the type of account. The account name is usually the one of the account holders. However, the account holder may have chosen a different name to its bank account.

¹⁰ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

<p>SIGNATURE OF ACCOUNT HOLDER (Obligatory)</p> <p>NAME:</p> <p>TITLE:</p>	<p>DATE (Obligatory)</p>
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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://finances.belgium.be/fr/tresorerie/sanctions-)

<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist->

[sanctions_en https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-)

[17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-) For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations

[generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations)

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

the person signing:

Place, date

Integrity statement for the tenderers

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

- Neither 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 € or NC	Year- 1 € or NC	Last year € or NC	Average € or NC
Annual turnover, excluding this public contract ¹¹				

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

¹¹ Last accounting year for which the entity's accounts have been closed.

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 **CVs of the key experts (the team leader and experts) proposed** for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs. Each CV should be no longer than 3 pages.

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

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

Lot 1: Poultry production and management, animal feeds production and sales for different livelihood groups.

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

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

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

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

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

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

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

N°	Description	Location	Unit	Lump-sum unit prices exc. VAT* (UGX)
1.	Conducting Poultry production and management pre-training needs assessment.	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	
2.	Conduct instant trainings.	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	
3.	Support the process for Directorate of Industrial Training	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	

	(DIT) assessment and Certification.			
Please note that the price includes the training materials and start-up kits and other costs indicated under the section "Elements included in the price"				
VAT percentage (if applicable):				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 2: Apiculture 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 UGX and exclusive of VAT:

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

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

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

Tender Specifications – Procurement reference number UGA160321T-10053

N°	Description	Location	Unit	Lump-sum unit prices exc. VAT* (UGX)
1.	Conducting Poultry production and management pre-training needs assessment.	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	
2.	Conduct instant trainings.	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	
3.	Support the process for Directorate of Industrial Training (DIT) assessment and Certification.	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	
Please note that the price includes the training materials and start-up kits and other costs indicated under the section “Elements included in the price”				
VAT percentage (if applicable):				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 3: Value addition, horticultural production including Solar Powered Irrigation operation for off season vegetable growing, organic manure and pesticides including post-harvest handling.

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

Tender Specifications – Procurement reference number: UGA160321T-10053

listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

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

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

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

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

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

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

N°	Description	Location	Unit	Lump-sum unit prices exc. VAT* (UGX)
1.	Conducting Poultry production and management pre-training needs assessment.	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	
2.	Conduct instant trainings.	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	
3.	Support the process for Directorate of Industrial Training (DIT) assessment and Certification.	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	
Please note that the price includes the training materials and start-up kits and other costs indicated under the section “Elements included in the price”				
VAT percentage (if applicable):				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 4: Weaving, mat making, handmade reusable pads, making bags using yarn, tailoring and other creative marketable designs.

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

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

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

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

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

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

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

N°	Description	Location	Unit	Lump-sum unit prices exc. VAT* (UGX)
1.	Conducting Poultry production and management pre-training needs assessment.	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	

Tender Specifications – Procurement reference number: UGA160321T-10053

2.	Conduct instant trainings.	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	
3.	Support the process for Directorate of Industrial Training (DIT) assessment and Certification.	West Nile	Person day(s)	
		Kiryandongo	Person day(s)	
Please note that the price includes the training materials and start-up kits and other costs indicated under the section “Elements included in the price”				
VAT percentage (if applicable):				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: