



## Tender Specifications

Public service contract for the establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in the districts of Kiryandongo, Terego, Yumbe, Adjumani and Madi-Okollo.

Open procedure

Navision code: UGA20001-10019

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## **DEVIATIONS FROM THE GENERAL IMPLEMENTING PROVISIONS**

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

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

# 1. Technical Specifications

## 1.1 Requirements for the services

### 1.1.1 Technical methodology

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

#### 1.1.1.1 Background information

Enabel, in consortium with partners (Save the Children - the lead partner), World Agroforestry Centre -ICRAF and Joint Energy and Environment Projects - JEEP) are undertaking a project entitled “Response to Increased Environmental Degradation and Promotion of Alternative Energy Sources in Refugee Hosting Districts” (RED) 2021-2024, funded by the European Union Emergency Trust Fund for Africa. The project seeks to increase environmental protection, forest restoration and improve sustainable energy and alternative livelihoods of displaced populations and their host communities in the districts of Adjumani, Terego, Madi Okollo, Kiryandongo and Yumbe. The project is largely anchored under Uganda Government’s Water and Environment Sector Refugee Response Plan (WESRRP).

#### Rationale to the assignment:

Enabel, under RED project has taken strides in ensuring that a number of energy and environment related sub-national policy instruments (guidelines and tools) are developed/updated for at least each project implementing district. This is aimed at strategically empowering, fostering and advocating for inclusive energy, environment and climate change action programming. The move shall also lead to improved coordination, enhance short, medium and long-term capacity of local government officials to implement community based natural resource management and renewable energy programs. To achieve this strategic objective, the RED project is implementing the recommendations contained in the assessment report on the effectiveness of existing energy, environment, and forestry policy guidelines and tools (including technical guidelines, standards, and practices) in implementation of actions in environmental conservation and protection, community-based forest management, agroforestry and alternative sources of energy as well as recommendations from the district state of environment reports.

To this end, Enabel is working closely with the project district local governments to pilot a modality that allows a sustainable way of accessing tree seedlings by forestry and agroforestry

farmers to increase participation in forestry and agroforestry value chain as a means of promoting tree growing and ultimately contribute to increased climate change resilience and mitigation. This shall in turn strengthen economic resilience, as forestry and agroforestry offer multiple income streams at different times over a long horizon of time. Under this pilot, it is envisaged that when there is a functional district tree seedling nursery bed linked to subcounty tree seedling holding structures, farmers shall access the seedlings timely and easily during the planting season without having to walk for long distances.

The prospective Contractor shall therefore put in place tree seedling structures; one for the district and another at subcounty level. The one at subcounty level shall act as a holding structure. The seedlings shall be raised from the district tree seedling nursery bed, during which the contractor working with the District Forest Officer of each respective district and subcounty team and RED consortium partners shall profile prospective beneficiary farmers (for every lot, at least 10 forestry/agroforestry farmers per subcounty and where feasible selected from both host and refuge communities with gender considerations), including institutions. A total of 70 acres of land shall be expected to be planted by the selected farmers and institutions per lot on their managed land. The number of farmers may increase beyond 10 if the available land available from the 10 farmers is less than 70 acres.

**1.1.1.2 General objective:**

To support environmental conservation actions that help increase vegetation cover in the districts

**Specific objectives:**

- a) To ensure that every district has a functional tree nursery bed that is able to supply a variety of quality seedling to the farmers
- b) To develop a handbook/ guide with best practices in management of the tree seedling nursery beds, forestry, agroforestry including horticulture.
- c) To equip the tree nursery attendants with required skills to boost initiatives for designing and managing a basic tree nursery bed
- d) To support farmers with farm equipment that facilitate tree growing and offer technical and advisory support to farmers for tree growing.

**1.1.1.3 Specific requirements per lot:**

There are five lots under this assignment and they include;

Lots	Description of the Lots
Lot 1	Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Kiryandongo district local government and Mutunda subcounty.
Lot 2	Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Terego district local government and Bileafe subcounty.
Lot 3	Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Yumbe district local government and Kululu subcounty.
Lot 4	Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Adjumani district local government and Usijikoni subcounty.
Lot 5	Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Madi-Okollo district local government and Pawor subcounty.

#### **1.1.1.4 Location of activities**

The assignment shall be undertaken in five respective districts. These districts include Kiryandongo, Terego, Yumbe, Adjumani and Madi-Okollo district local governments.

#### **1.1.1.5 Tasks**

Enabel is seeking the services of a contractor to construct tree seedling structures, one at the district and another at subcounty level for all the project districts. The tree seedlings shall be raised from the district tree seedling nursery bed while the structure at subcounty level shall act as a holding structure.

The contractor shall work with the district natural resources department, district production and marketing team, and subcounty leadership of each respective district to profile prospective beneficiaries from both host and refugee communities. The contractor shall closely be guided by Save Children and JEEP RED project team in the respective project districts to harmonize the beneficiary profile.

At least a total of 70 acres of land per lot, shall be expected to be planted with assorted seedlings based on farmer choice made at profile phase. The consultant shall work with the district

technical team to design mechanisms to ensure that the seedlings planted attain a survival rate of between 70-80%.

For each of the lots, the contractor shall:

S/N	Tasks
1.	Conduct desk reviews to understand suitable tree species based on the geographical condition in each project district including the water supply, topography, soil quality, access and ownership of natural resources between males and females, refugees and nationals.
2.	Develop a detailed inception report following the initial consultations with the respective District technical team, that is the department of natural resources, production and marketing and subcounty as well as RED project field staff.
3	Design a selection criterion and profile existing individuals/groups/institutions interested in forest and agroforest related activities in each selected project subcounty to benefit from seedlings raised under this assignment
4	Develop a tree nursery bed handbook/manual for the nursery managers and site workers and silviculture.
5.	Establish a functional district tree seedling nursery bed with a supply of assorted items to the district forest sector.
6.	Establish one sub country tree seedling holding structure;
7.	Conduct onsite training (practical session) with a selected team at district and subcounty levels in effective management of tree seedling nursery bed;
8.	Deliver the raised tree seedlings from the district nursery bed to the subcounty holding structure ready for pick up by the profiled farmers.
9.	Provide the resources (equipment) to the farmers to effectively manage the transplanting and post transplanting seedling management.

**Deliverables:**

1. An inception report clearly indicating assorted items/equipment and all support to be provided under the assignment.
2. A handbook/guide on best practices in the management of tree nursery bed, transplanting and horticulture.
3. Established district tree nursery bed and subcounty tree nursery holding structure with assorted items and equipment.
4. Capacity building report from sessions with teams involved in the management of the tree nursery beds and beneficiary farmers and institutions.



5. Report on transplanting and growing of the seedlings.
6. Final Report of the assignment including lessons learnt and recommendations on way forward.

## **1.2 Project management**

A kick off meeting shall take place physically or virtually at the start of the performance to discuss with the Contracting Authority the general implementation of the project, the work plan and the communication with the project management team. The meeting shall also aim at clarifying to the Contractor the roles and responsibilities of the Contracting Authority during the implementation.

As required, ad hoc meetings and conference calls shall be scheduled and organized by the Contractor during the implementation of a given contract aspect. 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. The Contractor's responsibility is to:

- Ensure timely and qualitative deliverables
- Identify risks and develop mitigation strategies
- Coordinate all inputs for conducting the assignment.
- Liaise with the Enabel representatives, as well as the respective Colleagues.

The Contracting Authority's responsibility is to:

- Avail the consultancy with all relevant information required to ably deliver.
- Ensure quality control and assurance through close monitoring of the assignment.
- Ensure effective communication between and among all stakeholders

Daily coordination and management of this consultancy shall be by the Intervention Manager who is also the contract manager. All deliverables are to be addressed to and approved by the Contract Manager. Supplementary meetings in Kampala during the implementation of the specific contracts may be convened at the request of the Contracting Authority to monitor the implementation.

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. The Contractor must also ensure timely and accurate invoicing for services delivered as well as any required reporting.

All tasks/deliverables as outlined shall be submitted for approval and endorsement to the intervention manager. Consortium Partners and respective line district local governments/ministries can be engaged with the project, and provide inputs at key strategic moments in the implementation process. This shall be coordinated by the main implementation team.

**1.2.1 Quality Management**

The Contractor shall adopt a quality assurance (QA) approach, based on the data management and data quality principles to monitor and evaluate progress, capacity, quality of products and ensure validity and reliability of all the information and beneficiary satisfaction.

The contracting authority shall communicate the successes and learnings of the undertaking to the contractor and, collectively design corrective measures to ensure efficient and effective service delivery.

The contracting authority shall closely monitor the content, methodology and implementation of the activities to ensure that the desired level is kept.

The District Forest officers shall work closely with the contractor and shall liaise with the contractor on all tasks going on along with Enabel.

The contractor shall facilitate the Designated District Forest Officer under this contract to discharge their duties of supervision, monitoring and preliminary approvals of the deliverables.

**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"> <li>• 1 coordinator/team leader</li> <li>• A pool of 2 experts</li> </ul>
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For each of the lots, the contractor shall be responsible for presenting a pool of separate experts. For each of the lots, the team shall be composed of three experts including the team leader, Forest/tree seedling nursery bed expert and the Field operations expert (Field supervisor). The contractor may provide other non-key experts that shall play supportive roles in implementing the aspects of the contract. The CVs of the non-key experts/support staff are not required but the support roles should be mentioned in the submission.

### **Coordinator/team leader**

For each of the lots, the team leader shall act as the coordinator of the assignment and shall take the lead in all decision-making processes. 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 team leader's contact and to the contact person in the Contracting Authority respectively.

The team leader 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 Expert**

#### **Forestry/ Tree seedling Nursery bed Expert**

The forestry/tree seedling nursery bed expert shall be responsible for all aspects related to nursery bed and subsequently planting of the seedlings. He/she shall provide technical guidance to ensure that across all assignment value chain processes are successful.

#### **Field operations expert (Field supervisor)**

The field operations expert shall be responsible for day today tasks of this assignment in the field. He/she shall supervise these tasks as prescribed by forestry expert to ensure compliance. He/she shall supervise the support staff daily during assignment active days throughout the phases.

### **1.3.1.1.2 Qualifications of the team**

#### **Team leader**

##### **Mandatory requirements for the team leader:**

- 1) A minimum of bachelor's degree in forestry or community forestry from a recognized university or environment related course
- 2) A master's degree in either Environment and natural resources management, Horticulture, Forestry, Climate related sciences or geographical sciences or business administration or any other related qualification such as project planning and management, social science, etc.
- 3) A minimum of five years of experience in managing environment related projects
- 4) Demonstrate experience of understanding humanitarian context in Uganda;
- 5) An effective communicator and should be willing to have regular engagements with different stakeholders over the period of the assignment.
- 6) Experience working with Local governments

- 7) Shall demonstrate that he/she has ever conducted capacity building sessions in aspects of environment conservation

**Forestry expert/Tree nursery bed management expert**

- 1) A bachelor's in forestry or community forestry.
- 2) Must have practically been involved in tree nursery bed management or operations
- 3) A minimum of five years in environment or forestry operations in semi-arid and tropical ecosystems
- 4) Should demonstrate training capabilities and having ever worked with communities or district local governments

**Field operations expert (Field Supervisor)**

- 1) A diploma in forestry (higher qualification in forestry is allowed) but not an added advantage
- 2) Three years of experience in tree seedling transplanting and Silviculture
- 3) Ability to spend more time in the field during critical tasks of the assignment as determined by the contracting authority

**1.3.1.1.3 Management of the team**

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

In case of unavailability of a team member, the contractor shall ensure that there is a back-up key expert available in the pool. Should a key expert become unavailable for any reason for more than one (1) week, the back-up key expert has to be provided at short notice. The back-up key expert shall continue the implementation at the required standards. The coordinator may also be part of the experts as long as the number of experts does not exceed a maximum number stated.

**1.3.1.1.4 Deployment of the team**

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

S/N	Tasks	Timeline (calendar days)
1.	Conduct desk reviews to understand suitable tree species based on the geographical condition in each project district including the water supply, topography, soil	10 calendar days

	quality, access and ownership of natural resources between males and females, refugees and nationals.	
2.	Develop a detailed inception report following the initial consultations with the respective District technical team, that is the department of natural resources, production and marketing and subcounty as well as RED project field staff.	30 calendar days
3.	Design a selection criterion and profile existing individuals/groups/institutions interested in forest and agroforest related activities in each selected project subcounty to benefit from seedlings raised under this assignment	10 calendar days
4.	Develop a tree nursery bed handbook/manual for the nursery managers and site workers and silviculture.	60 calendar days
5.	Establish a functional district tree seedling nursery bed with a supply of assorted items to the district forest sector.	160 calendar days
6.	Establish one sub country tree seedling holding structure;	30 calendar days
7.	Conduct onsite training (practical session) with a selected team at district and subcounty levels in effective management of tree seedling nursery bed;	30 calendar days
8.	Deliver the raised tree seedlings from the district nursery bed to the subcounty holding structure ready for pick up by the profiled farmers.	90 calendar days
9	Provide the resources (equipment) to the farmers to effectively manage the transplanting and post transplanting seedling management.	60 calendar days
Total number of days		480 calendar days

### 1.3.2 Other Resources

For each lot, the following resources shall be provided by the contractor. These resources should be sufficient to run the pilot. The seed species procured for this pilot shall largely depend on each district edaphic factors as well as district preference and farmers' choices. Not every seed species shall apply to every district.

**Resources to be provided at District tree nursery bed:**

- 1) Indigenous tree seeds: Shear butter; Khaya anthetica; Afzilia Africana, Makhamia,
- 2) Tree seeds: Teak (Tectona grandis); Eucalyptus grandis; Grevillea; Pinus caribaea; Terminalia sp, Musizi (Maesopsis eminii)
- 3) Fruit seeds: Mango (Magifera indica); Jack fruit (Artocarpus heterophyllus), Avocado (Persea americana), Pawpaw (Papaya), Guavas (Psidium guajava)
- 4) Bee forage: Calliandra; Ssebania sesban
- 5) Other seed forms like bamboo etc
- 6) Tree functional seedling Nursery bed structure with minimum materials  
Such as fencing with wire mesh, net for nursery shed, watering can, two (2) water tank each with 5000 liters), polly tubes, two (2) rakes, four (4) hoes, (4) pangas, 4-wheel barrows; three (3) Pruning knives, one (1) pit axe, Potting bags of varying dimensions (for the seedlings to cover 70 acres of land), ten (10) pairs of boots and others based on expertise knowledge of the tree seedling nursery bed expert.  
Equipment store and dressing room for the nursery bed workers (in total at least 8 metres by 4 metres) where necessary.
- 7) One Geographical information system (GPS) unit to the district forestry office.

Note: The district forest officer may advise at inception level what species may or may not be needed and could be added or removed from the list.

**Resources to be provided at the subcounty level**

Sub county holding structure: Size 50 metres by 60 metres; fenced with metal wire mesh and with net shade and at least 2000-liter water tank.

**Resources to be provided to the farmers**

The contractor shall provide farmers with seedlings depending on the farmer's need. The contractor shall also provide ninety (90) hoes, ninety (90) pangas, fifty (50) pairs of boots and sixty (60) watering cans for the 70 acres of land available for tree seedling planting in this pilot activity.

## 2. General Provisions

### 2.1 Derogations from the General Implementing Rules

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

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.

### 2.2 Contracting authority

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

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

### 2.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- 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.

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

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonization and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>2</sup>, 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 Organization<sup>3</sup> on Freedom of Association (C. n°87), on the Right to Organize and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

## 2.4 Rules governing the public contract

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement<sup>4</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>5</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>6</sup>;

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<sup>2</sup> Belgian Official Gazette of 18 November 2008.

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

<sup>4</sup> Belgian Official Gazette 14 July 2016.

<sup>5</sup> Belgian Official Gazette of 21 June 2013.

<sup>6</sup> Belgian Official Gazette 9 May 2017.



- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works<sup>7</sup>;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- Enabel 's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- [local legislation with regards to sexual harassment at the workplace or equivalent]
- 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](http://www.publicprocurement.be); Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

## 2.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the

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<sup>7</sup> Belgian Official Gazette 27 June 2017.

evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

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

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

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

Litigation: Court action.

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

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

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

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

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

## **2.6 Processing of personal data by the contracting authority and confidentiality**

### **Processing of personal data by the contracting authority**

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

### **Confidentiality**

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

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

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

## **2.7 Deontological obligations**

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

For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer

or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

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

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

The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract.

The contracting authority shall be allowed to proceed to any desk review or on-the-spot check, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

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

## **2.8 Applicable law and competent courts**

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

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

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties shall 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

The type of contract is a direct service contract.

### 3.2 Subject - matter of the public contract

This public service contract consists of the establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in the districts of Kiryandongo, Terego, Yumbe, Adjumani and Madi-Okollo in conformity with the conditions of these tender specification.

### 3.3 Lots

The contract has 5 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 description of each lot is included in Part 1 of these Tender Specifications.

The lots are:

Lots	Description of the Lots
Lot 1	Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Kiryandongo district local government and Mutunda subcounty.
Lot 2	Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Terego district local government and Bileafe subcounty.
Lot 3	Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Yumbe district local government and Kululu subcounty.
Lot 4	Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Adjumani district local government and Usijikoni subcounty.
Lot 5	Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Madi-Okollo district local government and Pawor subcounty.

### **3.4 Items**

Each lot of this procurement contract consists of the items stated in part 1 of this tender document.

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

### **3.5 Duration of the public contract**

For each of the lots, the procurement contract starts upon award notification and shall last 480 calendar days.

## 4. Specific Contractual Conditions

### 4.1 Deviations from the General Implementing Rules

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

### 4.2 Managing official (Art. 11)

The managing official is Ms. Elizabeth Nkwasire, e-mail: [elizabeth.nkwasire@enabel.be](mailto:elizabeth.nkwasire@enabel.be)

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

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

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

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

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

### 4.3 Subcontractors (Art. 12 to 15)

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

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



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

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

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

#### **4.4 Confidentiality (art. 18)**

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

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

## **4.5 Protection of personal data**

### **Processing of personal data by the contracting authority**

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

### **Processing of personal data by a subcontractor**

#### PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT)

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

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

By simply participating in the contracting process, the tenderer certifies that he shall 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 shall each be responsible, individually, for the processing.

## **4.6 Intellectual property (Art. 19 to 23)**

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

#### **4.7 Performance bond (Art. 25 to 33)**

A performance bond shall be required in case the total contract value exceeds 50 000 EUROS per lot.

The performance bond is set at 5 % of the total value of the Contract. This shall exclude VAT, of the procurement contract. The value thus obtained is rounded up to the nearest 10 euros.

#### **4.8 Conformity of performance (Art. 34)**

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

#### **4.9 Zero tolerance Sexual exploitation and abuse**

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

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

##### **Replacement of the contractor (Art. 38/3)**

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

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

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

##### **Revision of prices (Art. 38/7)**

For this contract, price revisions are not permitted.

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

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

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

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

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

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

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

#### **4.12 Unforeseen circumstances**

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

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

#### **4.13 Preliminary technical acceptance (Art. 42)**

The contracting authority reserves the right to request an activity report at any time of the assignment from the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

#### **4.14 Performance modalities (Art. 146 et seq.)**

##### **Deadlines and terms (Art. 147)**

The services must be performed within a period of 16 calendar months that is to be expressed in calendar days, which the tenderer shall mention in his tender. This period shall start from the second calendar day after award notification letter.

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

The services shall be performed at the location specified in the tender specification (part 1).

#### **4.15 Inspection of the services (Art. 150)**

If during contract performance irregularities are found, the contractor shall be notified about this immediately by fax or e-mail, which shall be confirmed consequently by registered letter.

The contractor is bound to perform the non-complying services again.

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

#### **4.16 Liability of the service provider (Art. 152-153)**

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

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

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

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

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

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be to up to three times the amount obtained by adding

up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority shall decide independently about the application and the amount of this fine.

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

#### **Failure of performance (Art. 44)**

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

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

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

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

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

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

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

#### **Fines for delay (Art. 46 and 154)**

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

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

#### **Measures as of right (Art. 47 and 155)**

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

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

§2 The measures as of right are:

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

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

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

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

### **4.18 End of the public contract**

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

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

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

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

The acceptance specified above is final.

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

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

Peter Muiyiyi

[peter.muiyiyi@enabel.be](mailto:peter.muiyiyi@enabel.be)

Financial controller - Red

Enabel in Uganda

Anyafio – Jerekede Road -Arua Regional Office.

Only service delivery that has been performed correctly may be invoiced.

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

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

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

The invoice must be in **EUROS**.

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



Lot	Id	Percentage	Deliverables
Lot 1, Lot 2,	1	10%	Inception Report
Lot 3, Lot 4 and Lot 5	2	15%	Handbook/guide on nursery bed, seedling management and Silviculture
	3	40%	Established District seedling Nursery bed and subcounty seedling holding structure
	4	15%	Capacity building report to district forest staff and selected farmers and delivery of raised tree seedling to subcounty
	5	10%	Report on transplanting and growing of the seedlings
	6	10%	Final Report of the assignment including lessons learnt and recommendations on way forward

#### **4.20 Litigation (Art. 73)**

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

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

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

Enabel, public-law company

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

To the attention of Ms Inge Janssens rue Haute 147

1000 Brussels

Belgium

## 5. The Procurement Procedure

### 5.1 Type of procedure

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

### 5.2 Publication

#### 5.2.1 Official notification

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

#### 5.2.2 Enabel publication

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

### 5.3 Information

The awarding of this contract is coordinated by Contract Service Centre of Enabel Uganda. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract shall exclusively pass through this service / this person. (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 15 calendar days before the time for the receipt of tenders, candidate-tenderers may ask questions about these Tender Specifications and the contract. Questions shall be in writing to [UGA\\_CSC\\_CONTRACTS@enabel.be](mailto:UGA_CSC_CONTRACTS@enabel.be) with copy to [sandra.adero@enabel.be](mailto:sandra.adero@enabel.be). The e-mail comprising the question shall indicate in the subject the procurement procedure reference number and the contract title, as stated on the cover page of these tender specifications. They shall be answered in the order received. The complete overview of questions asked shall be available at the address mentioned above.

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

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

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

## **5.4 Preparation and Submission of the Tender**

### **5.4.1 Preparation of the tender**

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

#### **5.4.1.1 Content of tenders**

The tenderer must use the tender forms in annexes. 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)
- At the latest before award, the tenderer must provide an extract from the criminal record 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).
- Technical capacity form

- Financial capacity form
- Articles of Association

## **2. Technical Proposal**

The technical proposal may be presented in free format. It shall not exceed 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)

## **3. Financial Proposal**

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

Determination of prices

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

This procurement contract is a lump sum contract, meaning a contract in which a flat rate price covers the whole performance of the contract or each of the items of the inventory.

## **4. Elements included in the price**

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

Delivery of documents or records associated with the performance;

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;

### **Validity of the tender**

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

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

One original copy of the completed tender shall be submitted on paper. Electronic copies shall be submitted in one or more PDF files on a USB stick.

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

It shall be submitted:

a) By mail (standard mail or registered mail)

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

Enabel Uganda

Contract Service Center

Lower Kololo Terrace, Plot 1B

PO Box 40131 Kampala – Uganda

OR

b) Delivered by hand with acknowledgement of receipt.

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

The tender shall be received by the Contracting Authority before **19<sup>th</sup> May, 2023, at 12:00 pm, Kampala time**. Tenders that arrive late shall not be accepted. (Article 83 of the Royal Decree on Awarding)

#### **5.4.3 Modification or withdrawal of submitted tenders**

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

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional. The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

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

The withdrawal must be pure and simple.

## **5.5 Opening of Tenders**

The tenders must be in the possession of the contracting authority before **19<sup>th</sup> May, 2023, at 12:00 pm Kampala time**. The tender opening is open to the public. Prices shall not be read out

The tender opening session shall take place at the address given above for the submission of tenders.

## **5.6 Evaluation of Tenders**

### **5.6.1 Selection of tenderers**

#### **Exclusion grounds**

The obligatory and facultative grounds for exclusion grounds are given in attachment 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 shall verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority shall ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

#### **Selection criteria**

Moreover, by means of the documents requested below, 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 contract.

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

<b>1</b>	<b>Sufficient Economic and Financial Capacity</b>
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover during the past three financial years of: Lot 1: 35,000 EUROS Lot 2: 35,000 EUROS Lot 3: 35,000 EUROS Lot 4: 35,000 EUROS Lot 5: 35,000 EUROS  (If a contractor submits for more than 1 lot, the amount above shall be summed up for the lots tendered.)
<b>2</b>	<b>Sufficient Technical and Professional Capacity</b>
2.1	Sufficient experience
Minimum Standard	Minimum of 02 similar assignments which were totally and successfully completed in the last 3 years, out of which at least 01 was completed in Uganda.
2.2	Sufficient human resources
Minimum Standard	Minimum of 03 Staff Member for each of the Profiles defined in the Technical Specifications  (If a contractor submits for more than 01 lot, the contractor shall provide separate experts for each of the lots.)

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 shall have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
- The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.

- Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.
- The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.

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

### **Regularity of tenders**

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

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

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

The substantially irregular tenders are excluded.

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

The following irregularities are deemed substantial:

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

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

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

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



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

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

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

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

**Qualitative and financial evaluation of tenders**

**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 (quality management, work plan and schedule, risks and risk mitigation strategies)	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 shall 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 shall be added up. The procurement contract shall be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

## **5.7 Award and Conclusion of the Contract**

### **5.7.1 Awarding the contract**

The lots of the procurement contract shall 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.

### **5.7.2 Concluding the contract**

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

Notification is via e-mail.

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

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

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

## 6. Annexes

### 6.1 Technical documents

N/A

### 6.3 Procedural Documents – Tender Forms

#### 6.3.1 ADMINISTRATIVE PROPOSAL

Identification forms

Natural person

To fill the form, please click here:

<b>I. PERSONAL DATA</b>	
FAMILY NAME(S)①	
FIRST NAME(S)①	
DATE OF BIRTH	
JJ MM YYYY	
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD      PASSPORT      DRIVING LICENCE②      OTHER③	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER④	
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	<b>BUSINESS NAME (if applicable)</b>

traders, self- employed etc.)  <b>YES</b> <b>NO</b>	<b>VAT NUMBER</b> <b>REGISTRATION NUMBER</b> <b>PLACE OF REGISTRATION</b>  <b>CITY</b>  <b>COUNTRY</b>
<b>DATE</b>	<b>SIGNATURE</b>

- 
- 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**

To fill the form, please click here:

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

- 
- 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**

To fill the form, please click here:

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

- ④ National denomination and its translation in EN or FR if existing.  
⑤ NGO = Non-Governmental Organization, to be completed if NFPO is indicated.  
⑥ Registration number in the national register of companies. See table with  
⑦ corresponding field denomination by country.

**Financial identification form**

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

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

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

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

<sup>8</sup> 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.

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



**Subcontractors**

Name and legal form	Address / Registered office	Object

**Declaration on honour – exclusion criteria**

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

- 1) The tenderer or one of its 'directors [1]' was found guilty following a conviction by final judgement for one of the following offences:
  - 1° involvement in a criminal organisation
  - 2° corruption
  - 3° fraud
  - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
  - 5° money laundering or terrorist financing
  - 6° child labour and other trafficking in human beings
  - 7° employment of foreign citizens under illegal status
  - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganization, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of

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

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

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

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

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

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

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

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

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

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

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

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

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions_en) [https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur le spf/structure et services/administrations\\_generals/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generals/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

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

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

.....

Place, date

### **Integrity statement for the tenderers**

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

- Neither 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 shall 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 shall be considered as a serious professional misconduct which shall 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 shall 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.

<b>Financial data</b>	<b>Year- 2</b> <b>€ or NC</b>	<b>Year- 1</b> <b>€ or NC</b>	<b>Last year</b> <b>€ or NC</b>	<b>Average</b> <b>€ or NC</b>
Annual turnover, excluding this public contract <sup>10</sup>				

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

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<sup>10</sup> 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 totally performed	In Uganda (min. 1)	Amount involved	Completion date in the last 3 years (only totally performed assignments)	Name of the public or private bodies

### Certificates of completion

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



### 6.3.2 TECHNICAL PROPOSAL

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

The tenderer must complete the **table hereunder**. He/she shall provide in his/her 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	Years of experience with	Specialist areas of knowledge
	Coordinator / Team leader			
	Expert 1			
	Expert 2			

### 6.3.3 FINANCIAL PROPOSAL

#### Tender Forms – prices

**Lot 1: Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Kiryandongo district local government and Mutunda subcounty.**

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

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

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

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

Should this tender be approved, the performance bond shall 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.

PRICES	
Description	Lump-sum price exc. VAT*
Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Kiryandongo district local government and Mutunda subcounty.	€
<b>VAT percentage (if applicable):</b>	
<b>Fixed total price</b>	
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda	
<b>Total amount in words:</b>	

.....

Name and first name: .....

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

Place and date: .....

Signature: .....

**Lot 2: Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Terego district local government and Bileafe subcounty.**

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

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

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

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

Should this tender be approved, the performance bond shall 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.

<b>PRICES</b>	
<b>Description</b>	<b>Lump-sum price exc. VAT*</b>
Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Terego district local government and Bileafe subcounty.	€
<b>VAT percentage (if applicable):</b>	
<b>Fixed total price</b>	
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda	
<b>Total amount in words:</b> .....	

Name and first name: .....

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

Place and date: .....

Signature: .....

**Lot 3: Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Yumbe district local government and Kululu subcounty.**

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

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

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

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

Should this tender be approved, the performance bond shall 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.

<b>PRICES</b>	
<b>Description</b>	<b>Lump-sum price exc. VAT*</b>
Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Yumbe district local government and Kululu subcounty.	€
<b>VAT percentage (if applicable):</b>	
<b>Fixed total price</b>	
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda	
<b>Total amount in words:</b> .....	

Name and first name: .....

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

Place and date: .....

Signature: .....

**Lot 4: Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Adjumani district local government and Usijikoni subcounty.**

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

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

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

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

Should this tender be approved, the performance bond shall 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.

<b>PRICES</b>	
<b>Description</b>	<b>Lump-sum price exc. VAT*</b>
Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Adjumani district local government and Usijikoni subcounty.	€
<b>VAT percentage (if applicable):</b>	
<b>Fixed total price</b>	
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda	
<b>Total amount in words:</b> .....	



Name and first name: .....

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

Place and date: .....

Signature: .....

**Lot 5: Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Madi-Okollo district local government and Pawor subcounty.**

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

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

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

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

Should this tender be approved, the performance bond shall 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.

<b>PRICES</b>	
<b>Description</b>	<b>Lump-sum price exc. VAT*</b>
Establishment of functional tree nursery beds, development of nursery bed handbook, onsite training, provision of equipment and technical support in Madi-Okollo district local government and Pawor subcounty.	€
<b>VAT percentage (if applicable):</b>	
<b>Fixed total price</b>	
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda	
<b>Total amount in words:</b> .....	

Name and first name: .....

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

Place and date: .....

Signature: .....