



Tender Specifications

Public procurement contract for Provision of
Consultancy Services for the Study and Expertise
Fund (SEF)

Negotiated procedure without prior publication

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1 Technical Specifications

1.1 Requirements for the services

1.1 Technical methodology

The Contractor shall provide the services as specified hereafter by applying a technical methodology, which factors in the following aspects. This tender is composed of two lots namely;

- Lot 1 - - To assess/study the relevance and effectiveness of the training delivery methods in TVET institutions in Uganda
- Lot 2 - To assess the Binding Constraints to Labor Productivity in the Education Sector

LOT 1 - To assess/study the relevance and effectiveness of the training delivery methods in TVET institutions in Uganda

Context and background

The Technical Vocational Education and Training sector in Uganda is currently regulated under different laws, namely the Universities and Other Tertiary Institutions Act, 2002, The Education Act, 2008 BTVET Act, 2008 among others. The TVET policy, 2019 recommends various reforms to achieve an employer-led TVET, among which is the composition of institution governing bodies to comprise of 66% of the governing body members from the world of work, establishment of a TVET council to regulate the TVET system and establishment of a skills fund. In addition, these reforms are targeted at enhancing the quality and relevance of skills acquired by trainees from the supported BTVET institutions. However, not all these reforms are provided for in any of the aforementioned regulatory instruments. The employer led TVET system envisages to have the employers' full involvement in the three arms of the TVET system i.e., the delivery, assessment and regulatory.

Uganda's TVET comprises of both government and private providers. The TVET policy, 2019 has categorized these providers at Technical Education and Training (TET) and Vocational Education and Training (VET) levels, where the former comprises of diploma awarding institutions and the later comprises of certificate awarding institutions. These TVET institutions have for many years been producing a number of graduates in various occupations/ disciplines and fields. However, in terms of training delivery, no specific baseline study has been conducted to evaluate the training delivery methods of these training programs and the relevance of it to the labour markets; the employment status of these graduates; as well as assessing the employer's level of satisfaction or dissatisfaction with the training offered.

To provide a baseline upon which relevance and effectiveness of the training delivery in TVET Institutions in Uganda, in terms of outcomes, would be measured/evaluated, the Ministry of Education and Sports (MOES) with support from Enabel intends to apply the funds from the Study and Expertise Fund (SEF), to procure the services of a consultant to undertake a comprehensive baseline study. This study shall deliver baseline data for the project indicators, which would play an important role in the impact assessment of the project at the end. These indicators would include enhanced data and information on TVET delivery inputs, processes and

outputs, TVET Qualifications and certifications, and data on TVET Trainee per capita and financing mechanisms from the selected institutions.

Rationale for the services

Although the TVET Policy, 2019 is in place and part of its implementation is ongoing, there is no baseline data and information on quality of TVET training, delivery methods, employability of graduates and satisfaction of employees on which to measure the performance of the TVET institutions in the implementation of the TVET Policy, 2019. Hence, this project shall facilitate the activities that enable fast tracking of the inputs, processes and outputs, which shall guide further implementation of the reforms and the establishment of the TVET law.

Without justifiable indicators, it is difficult to measure the implementation. It is therefore important that this assessment is undertaken to help the Ministry of Education and Sports generate baseline data to be used in measuring the performance against the set objectives and strategies by all stakeholders.

Objectives

The overall objective of this study is to deliver baseline data for TVET training delivery methods in Uganda in relation to employment, income of graduates as well as satisfaction of employers with the quality of graduates from the selected institutions.

Specific Objectives

- (i) Generate comprehensive data and information on TVET delivery inputs, processes and outputs of TVET institutions in Uganda;
- (ii) Obtain the views of employers on the quality and relevance of training offered;
- (iii) Find out the opinions of graduates on their training, in relation to their employment experiences;
- (iv) Establish the type of employment graduates from the TVET institutions in Uganda are engaged in
- (v) Ascertain how long graduates take to obtain or become employed after graduation and;
- (vi) Identify partnerships between industry and TVET training institutions that signifies synergy in training provided and skills needs;

Scope of the assignment

In terms of content, the baseline study will focus on;

- 1) Basic Information on the employment status of the graduates;
- 2) Relevance of trainings provided by the sampled institutes to the job/labour market;
- 3) Level of employers' satisfaction or dissatisfaction with the quality of the graduates' skills;
- 4) Information on time lag between graduation and job attainment;
- 5) Required training areas to meet the needs of the job/labour market;
- 6) Linkages between employers and the sampled training institutes.

The study will target at representative samples of 2019 to 2022 graduates of the TVET institutions across the country, as well as employers of these students where possible. These will include graduates from the sampled institution who may be employed or unemployed but residing outside the country. Employers of this category of graduates shall be interviewed as well.

Methodology and work approach

Methodology

The study shall use a combination of quantitative and qualitative methodologies to collect and analysis data. This shall include the review of existing relevant data and documentations, field surveys of representative sample of graduate from the TVET institutions & employers, data processing analysis and reporting. A comprehensive sample frame of graduates and employer shall be obtained from which sample of employers and graduates will be required to be drawn. Appropriate survey tools shall be required to be used for data collection from institutions, graduates as well as employers. However, a prospective consultant shall be required to deliver a detailed methodological approach to the assignment.

Work Approach

The prospective consultant or firm shall be required to work collaborative with the Department of TVET Operations and Management. This approach is preferred because it is envisaged to ensure successful skills transfer (to the technical team), as well as institutional ownership.

The tasks and deliverables shall be the following

Phase one (01): Design and development of data collection instruments

Tasks:

The contractor shall work with the Ministry of Education (TVET Department) to determine a sample size of respondents to the level of accuracy required for the assessments estimates for each domain. The assessment shall use a two-stage stratified sampling design to produce representative indicators at the national level, the residence level (urban vs. Rural) and the gender level (female vs. Male) as well as for the sub-regions.

For the TVET graduates' assessment, the Ministry of Education and Sports shall provide an inventory, which shall be all included, as part of the assessment sample (graduates from the year 2019) shall be assessed. An implicit stratified sampling procedure combining both systematic and stratified sampling shall be used

Deliverables:

- An assessment questionnaire designed in line with the requirements of the TVET department.
- Approved Inception Report
- Approved Implementation plan, detailed methodology and approach for data collection

An assessment questionnaire shall be submitted to the Fund Management Team and sector experts in draft form. The fund management team in liaison with the Ministry of Education and Sports shall review and provide comments. The contractor shall thereafter resolve the comments from the MOES and fund management team, and prepare the final assessment questionnaire. The SEF team shall approve and accept the assessment questionnaire and return it to the consultant for eventual use in data collection.

The assessment questionnaire shall be accepted if:

- It defines a proper methodology and approach for data collection
- It has incorporated the feedback given by the SEF team and the Ministry of Education and Sports staff

Phase two (02) - Data collection, processing and report writing

Tasks:

- For data collection, a private instance of kobo toolbox, a free and open-source platform for collecting data accurately, quickly, offline and at scale with smart forms on mobile devices such as phones and tablets shall be used leveraging tablets and cloud servers. Kobo shall help the assessment team to digitize the data collection process, supporting the necessary question branching, skipping and looping while providing data validation at the same time.
- All enumerators shall use atleast 10-inch data-enabled tablets, allowing them to use the mobile networks to submit real-time data to the server. The system shall also support an offline-capable mode to allow enumerators to cache questionnaires on their tablets, collect data in areas that had no coverage and later submit the data when they next encounter network coverage. A central team shall provide feedback and corrections to enumerator teams in the field in close-to-real-time using instant messaging channels.
- The contractor shall train the enumerators that will include TVET O&M staff and UBTEB staff and recruited enumerators by consultant for the pilot and main survey

Deliverables:

Submission of accurate, visual and real-time quantitative and qualitative data to Enabel and the Ministry of Education capturing the elements listed below:

1. Comprehensive data and information on TVET delivery inputs, processes and outputs of TVET institutions in Uganda;
2. Views of employers on the quality and relevance of training offered;
3. Opinions of graduates on their training, in relation to their employment experiences;
4. The type of employment activities graduates from the TVET institutions in Uganda are engaged in. And whether these are in line with what they were trained in;
5. Data on how long graduates take to obtain or become employed after graduation and;
6. Networks between industry and TVET training institutions that signify synergy in training provided and skills needs
7. An updated contact information of the sampled respondents submitted at the end of the survey

Acceptance Procedure:

A report with the above-specified requirements shall be submitted to the SEF team in draft form upon completion of the data collection and processing activity. The SEF Team in liaison with the Ministry of Education and Sports shall review and provide comments on the draft report. The contractor shall therefore resolve the comments and prepare the final report for submission. The SEF team shall approve and accept the final report if in addition to the above deliverables, it has key observations during the assessment exercise, recommendations for the Ministry of Education and recommendations for Enabel.

The report shall fulfil the requirements set in the deliverables listed above.

Phase three (03): Dissemination and Activity Closing

Task:

Dissemination of the data and information gathered from the assessment exercise to the users through online and face-to-face meetings. In these meetings, the users shall provide feedback on the reports before they are finalized.

Deliverables:

- Presentation with summary findings
- Online dissemination of the Final Report of the findings.
- Final report presented in both soft and print form. Five copies of the printed report shall be submitted.

This activity shall be arranged in collaboration with MOES and the SEF teams. The presentation shall be reviewed and approved by Enabel in collaboration with the MOES. Face to face and/or online sessions shall be arranged for the key stakeholders as will be identified by MOES during the assessment phase.

Lot 2 - To assess the binding constraints to labor productivity in the education sector

Contextual Background

The Ministry of Gender, Labour and Social Development has a wide mandate owing to the many functional areas under its docket. The ministry is responsible for addressing and responding to vulnerabilities and other needs along the life cycle of the citizen. The Ministry is responsible for improving the livelihoods and incomes of workers and employers through the promotion of labour standards and enhancing productivity for a better quality of life for all.

Labour is central to the socio-economic transformation of Uganda. It is key in the production and consumption of goods and services as well as income distribution among the population. In light of its importance, Government put in place the Department of Labour, Industrial Relations and Productivity to take lead in the initiation, development/review and implementation of policies laws and standards, programmes, strategies, guidelines and plans on Labour, Industrial Relations and Productivity. The Ministry also coordinates the development and implementation of the Decent Work Agenda in the Country.

The Ministry through the Department is charged with the critical role of ensuring a productive and competitive workforce with decent jobs and a secure retirement. This ultimately contributes to improving the livelihoods and incomes of workers and employers through the promotion of labour standards and enhancing productivity for a better quality of life for all.

Key interventions under the Ministry

Over the years, the Ministry has made a tremendous contribution towards the socio-economic transformation of Ugandans. This has been through policy review and development as well as interventions and programmes towards decent work and enhancement of the employability and productivity of Ugandans especially the Youth. Currently, the Ministry is implementing several programmes and interventions towards productivity enhancement in the Country. Most notably;

- The Ministry and Social Partners agreed and established the National Taskforce on Labour Productivity Enhancement. The major role of this task force is to identify binding constraints to labour productivity enhancement and propose sustainable solutions to Government.
- The Ministry is also implementing several programmes aimed at enhancing labour productivity in different sectors of the economy. For instance;

a) Green Jobs Programme

The Programme focuses on strengthening policy, legal and institutional framework and developing capabilities of national institutions, civil society and private sector for green skilling through: creation and raising awareness about green skills and supporting public and private sectors to integrate green skilling interventions into short term, medium and long-term plans.

The Programme is intended to among other things empower Ugandan youth, women and PWDs in wealth creation, job creation and productivity enhancement in green enterprise through the provision of technology, business toolkits and equipment as well as skilling. The Programme targets both uneducated and educated youth, women and PWDs business groups that are aspiring to transit from the informal (Jua-Kali) to the formal sector.

Each group is supported with business start-ups toolkits, equipment and/or green technology. The Programme further provides green skills, research and innovation to public sector, Jua-Kalis as well as Micro, Small and Medium Enterprises.

Green Jobs Programme is a constituency-based intervention aimed at creating green/decent jobs and enhancing productivity for youth, women and PWDs.

- The project has supported 382 groups across the Country totalling 9,703 beneficiaries with equipment and toolkits, 50% of these being females. The major sectors of focus are those which correspond with the NDP III priority sectors, namely, agriculture, ICT, tourism, minerals and manufacturing;
- In addition, 20 Small and Medium Enterprises with high-yield jobs were provided with business toolkits, equipment and green technology and skills;
- The Ministry has developed and maintained a Jua-kali Management Information System. The system is an electronic web-based database through which Jua-kalis apply for the kind of equipment with over 7,231 Jua-kalis requests with the majority (3808) being Females;
- The Programme has also trained 60 Jua-kali group leaders on the use of the system.
- Over 153 Jua-Kali group leaders from 35 constituencies have been skilled on proper handling and maintenance of the business tool kits and equipment.

b) National Apprenticeship and Graduate Volunteer Scheme

- **Apprenticeships** are a form of work-based learning that takes place through structured on-the-job learning for a whole set of competencies of a specific occupation delivered by a skilled worker that concludes with a formal End of Apprenticeship Assessment (EPA) and certification. The training takes different levels for a period of one to five years depending on the trade type and occupational standards and competencies required.
- **Volunteerism**, on the other hand, is where a person of working age engages in unpaid, non-compulsory work for others for skills development, social connections, job contacts and social standing.

To date, the Ministry has placed 235 graduate volunteers and 95 apprentices in workplaces in the Manufacturing and Service sectors with support from UNDP and ILO respectively.

The Graduate volunteers have gained relevant employability skills required in the labour market and more than 73% have since found a stable job or established their own business speaking to the success of the Programme in increasing employability skills and accelerating school-to-work transition.

The Ministry has planned to rollout the Apprenticeship and Graduate Volunteer Scheme, to target 1,200 Apprentices and Graduate Volunteers annually, to facilitate quicker transitions to employment, matching skills supply to the fast-changing labour market needs and increasing productivity and sustainability of enterprises.

c) Uganda Green Incubation Project (Integrated Climate Smart Organic Production Skilling and Research Centre):

- The Ministry of Gender, Labour and Social Development is implementing the Uganda Green Incubation Project – Songhai Model Pilot Project at Kampiringisa, Mpigi District as the Integrated Climate Smart Organic Production Skilling and Research Centre.
- The goal of the project is to enhance employability and productivity of peri-urban and rural community youth, women and PWDs to produce efficiently and sustainably through: promotion of integrated climate smart organic production skilling technologies at primary, secondary and tertiary level; promotion of adoption of the local scientific authentic technology for value addition and marketing systems and promotion of mind-set transformation, business skills development and behavioural change of the youth/juveniles.

d) Youth Skilling Centers

- The Ministry operates regional vocational skills training centers. These centers are aimed at offering vocational, livelihoods and life skills and hands-on training to the youth, which can help them to start income generating activities. These include; Ntawo Youth and Women Skills Training Centre, Kobulin Youth Skills Centre and Mobuku Youth Skills Centre which has been under renovation and is yet to start operations this financial year.
- Some of the training programmes under the Centers are tailoring and fashion designing, hairdressing, carpentry, building and construction, leather works among others. The Centres have skilled over 1,000 youth over the past year.

e) Rehabilitation Centers and Naguru Remand Home

The ministry is also running the Kampiringisa National Rehabilitation Center in Mpigi District and the Remand Home in Naguru. In these Centers, the youth are provided with life and vocational skills in order to rehabilitate and integrate the children taken to the center back into the community.

f) Decent Work Country Programme;

The DWCP III provides clear plans for expansion of labour inspections and social security coverage to all workplaces through provision of manpower and logistics. The DWCP III also provides for provision of office tools and transport equipment for labour offices in the cities/municipalities and districts to perform their functions.

- g) Generating Growth Opportunities & Productivity for Women Enterprises (GROW) Project;** The project development objective to increase access to entrepreneurial services that enable female entrepreneurs to grow their enterprises in targeted locations, including in host and refugee districts.
- h) National Productivity Center;** The Ministry is also in the process of establishing a National Productivity Centre. The National Productivity Centre will be central in stimulating innovation and technology uptake to improve productivity, ensure the distribution of productivity gains and sustain labour productivity across all firm sizes and sectors.

To complement the existing efforts towards labour productivity enhancement, the Ministry is seeking the support of Enabel to undertake a comprehensive study on assessing the binding constraints to labour productivity in the Education Sector.

Education, vocational training and lifelong learning are central pillars of employability, productivity and competitiveness and thus contribute to achieving the desired development as envisaged in both national and international development frameworks. Skills development is key in stimulating a sustainable development process and can facilitate Uganda's transition from the informal to the formal economy.

In addition, a low-skill, low-productivity, low-wage economy is unsustainable in the long term and is incompatible with poverty reduction. This vicious circle of inadequate education, poor training, low productivity and poor-quality jobs and low wages traps the working poor and excludes workers without relevant skills from participating in economic growth and social development in the context of globalization. This also negatively affects the competitiveness of enterprises/labour and their capacity to contribute to economic and social development.

Improving productivity is not an end in itself, but a means to improving workers' lives, enterprises' sustainability, social cohesion and economic development. Continued improvement of productivity is also a condition for competitiveness and economic growth. Productivity gains arising from skills development should be shared between enterprises and workers – including through collective bargaining – and with society in order to sustain the virtuous circle of improved productivity, employment growth and development, and decent work.

As the country works towards addressing the adverse impacts of COVID-19 on the economy, a study conducted by the Ministry revealed that the pandemic has led to a 35 percent loss in productivity, which was primarily due to the overall reduction in duration of work per worker, with the agricultural sector recording the most significant decline.

This study is envisaged to inform policy decisions and interventions towards enhancing the productivity of the workforce.

Rationale of the assignment

Education and productivity

Performance of the education sector in Uganda has over the years gradually improved; this is evidenced by the increase in enrolment rates, the number of universities and graduates and the general rise in literacy rates.

The increase in enrolment is mainly seen at the primary level (from 8.5 million in 2013 to about 8.8 million pupils in 2017 (UBOS, 2020). This can be attributed to the Universal Primary Education program by the government whose aim is to ensure that every child enters and completes primary school.

Unfortunately, the enrolment decreases as the students move to higher classes at both the primary level and secondary level. For instance, in 2017, enrolment decreased from about 2.0 million in Primary one to about 0.62 million in Primary seven and at the secondary level, the enrolment decreased from 347,529 in Senior one to 67,611 in Senior six (UBOS, 2020).

Worrying to note is, findings from the school to Work Transition Survey undertaken by UBOS indicates that, vulnerable employment has a negative relationship with education attainment as 91 percent of the young persons with no education were engaged in vulnerable employment compared to 34 percent of those with education attainment of tertiary education.

Education and training increase the potential productivity of young people in the different sectors. The school to Work Transition Survey (2015) findings show that 71% of the young working Ugandans were undereducated for the work they do. Under-education negatively affects the productivity of workers. The survey also found that those who were educated had skills that were irrelevant to the current demand in the labour market and this skill mismatch leads to low productivity.

Over the last 3 decades, Uganda's education indicators have been improving and yet labour productivity has remained low and stagnant. Enrolment at all levels has tremendously improved. At tertiary level, enrolment has increased from 198,066 in 2012 to 255,866 in 2016. With respect to BTVET, enrolment has increased from 34,380 in 2012 to 63,209 in 2016. The number of BTVET institutions has also increased from 118 in 2013 to 215 in 2016 (UBOS, 2020), with number of universities shooting from 09 in 1999 to 53 in 2018.

However, the improvements in the education indicators have not been matched with corresponding improvement in labour productivity. According to UBOS, the labour productivity per worker per annum has been stagnant at US Dollars 2,692 from 2016/17 to 2018/19 (UBOS, 2020). This is a worrying trend because productivity plays a critical role in economic growth and development.

It is not known whether education and training in the country is not creating the right skills for labour productivity enhancement and if so, what could be the reasons for this occurrence. It could also be that education is creating the right skills but the other factor that positively influence labour productivity are not in place. There have not been studies to find out why the education elasticity of productivity is extremely low in the country yet large amounts of resources continue to be invested in education.

The Ministry of Gender, Labour and Social Development is leading the implementation of Youth Employment and Labour Productivity Interventions that are central to the growth of the Private Sector and other key sectors of the economy. The study will uncover curriculum and non-curriculum related factors that affect Uganda's labour productivity.

Justification of the assignment

Education is one of the major contributors to labour productivity. As highlighted in the previous sections, despite the increase in the enrolments and graduate numbers, Uganda's labor productivity has over the years remained stagnant. Therefore, this Study is a deliberate effort towards examining the binding constraints to labour productivity in the Education Sector to inform policy and interventions towards addressing this challenge. Addressing the labour productivity challenges requires a comprehensive, multi-faceted approach that addresses the underlying causes, including improving the quality of education and training. This Study is timely and relevant because:

- **Economic growth:** Low labour productivity is a major hindrance to economic growth and development in Uganda. This Study shall help policymakers and businesses develop targeted interventions to improve productivity and drive economic growth.
- **Job creation:** High rates of unemployment and underemployment are a major concern in Uganda, and low labour productivity is a contributing factor. By identifying the binding constraints to labour productivity enhancement, policymakers can develop policies and programs that can help create more and better jobs.
- **Poverty reduction:** Low labor productivity is a major factor in the country's high poverty rates. By identifying the binding constraints to labor productivity enhancement, policymakers can develop strategies that can help reduce poverty and improve the living standards of citizens.
- **Education and skills:** Improving the quality of education and training is critical to addressing low labor productivity in Uganda. The study shall help identify areas where the education system is falling short in providing the skills and knowledge needed for the current and future job market.
- **Sustainable development:** Low labor productivity is one of the major challenges in achieving sustainable development goals. The Study shall enable policymakers develop interventions that can contribute to sustainable development by ensuring economic growth, poverty reduction, and job creation.
- **Benchmarking:** This study provides a benchmark to evaluate the effectiveness of interventions and policies aimed at improving productivity over time.

If this study is not undertaken, there is a great likelihood of the following;

- **Lack of targeted interventions:** Without understanding, the specific constraints to labor productivity enhancement, policymakers and businesses may develop interventions that do not address the underlying issues, resulting in limited or no improvement in productivity.
- **The country may miss opportunities for economic growth and development.**
- **Persistent unemployment and underemployment:** Policymakers may not be able to develop policies and programs that can help create more and better jobs, resulting in persistent high rates of unemployment and underemployment.

- Limited evidence for development of effective strategies to reduce poverty and improve living standards.
- Inadequate education and skills: The education system may not be able to provide the skills and knowledge needed for the current and future job market, resulting in persistent low labor productivity.
- Failure to achieve the envisaged development: the country might not achieve the desired development as envisaged in Uganda's development frameworks.

Overall objective of the assignment

The Study is intended to provide evidence on the binding constraints to labor productivity enhancement and propose sustainable solutions to Government.

The specific objectives of this assignment are to:

- Review existing frameworks/ strategies and relevant documentation on education related productivity;
- Examine education related labor productivity trends in the education sector;
- Identify constraints/gaps to labour productivity originating from the education sector;
- Policy solutions towards improving labour productivity enhancing through education propose.

Study scope

The study shall cover the entire country, including all the four regions: East, North, West and Central. Within each region, four districts shall be selected, and included in the study.

Parameters on productivity and education shall be obtained from firm-level consultations. Firms (enterprises) to participate in the study shall be identified from agriculture and agro-processing, industry and manufacturing, social services, tourism, retail and wholesale trade as well as the informal sector with a gender lens.

The following key stakeholders shall be included in the consultative process:

- Ministry of Finance, Planning and Economic Development
- Ministry of Gender, Labor and Social Development
- Ministry of Education and Sports
- Ministry of Public Service
- Uganda Business and Technical Examination Bureau
- Directorate of Industrial Training
- Academia
- Federation of Uganda Employers
- Workers Unions (NOTU&COFTU)
- Uganda Manufacturers Association
- Vocational Institutions

Tasks and deliverables

Phase 1: Design and develop data collection instruments

Tasks:

The contractor shall work with the Ministry of Gender, Labor and Social Development (Department of Labor, Industrial Relations and Productivity) to determine a sample size of respondents to the level of accuracy required for the assessments estimates for each domain listed in the above scope. The assessment shall use a two-stage stratified sampling design to

produce representative indicators identified from agriculture and agro-processing, industry and manufacturing, social services, tourism, retail and wholesale trade as well as the informal sector with a gender lens.

Deliverables:

- An assessment questionnaire designed in line with the requirements of the Ministry of Gender, Labor, social and Economic development.
- Approved Inception Report
- Approved Implementation plan, detailed methodology and approach for data collection

An assessment questionnaire shall be submitted to the Fund Management Team and sector experts in draft form. The fund management team in liaison with MOGLSD shall review and provide comments. The contractor shall therefore resolve the comments from the MOGLSD and Fund management team and prepare the final assessment questionnaire. The SEF team shall approve and accept the assessment questionnaire and return it to the consultant for eventual use in data collection.

The assessment questionnaire shall be accepted if:

- It defines a proper methodology and approach for data collection
- It has incorporated the feedback given by the SEF team and the ministry of Ministry of Gender, Labor and Social Development staff

Phase two - Data collection, processing and report writing

Tasks

The Consultant shall collect both quantitative and qualitative data the details of which shall be included in the technical proposal. Some of the methods to be used are:

a) Desk review

The consultant shall review relevant documentation suggested by key stakeholders. In addition, the review team shall seek out other documentation through literature searches in both the academic and grey literature. The study shall focus on education and skilling in relation to labor productivity.

The review will seek data to answer six main questions:

1. What is the level, trend, and gaps in the tertiary and vocational sectors in relation to labor productivity?
2. What is the gender disaggregation in terms of productivity?
3. What are the constraints/drivers of labor productivity?
4. Is there a causal relationship between education, skilling and productivity?
5. What is the level and composition of Government budget allocation in the area of productivity?
6. What are the policy solutions or interventions to improve labor productivity in Uganda?

b) Stakeholder Consultations

The multi-faceted nature of the subject under study requires wide stakeholder consultative processes. The Consultant in consultation with the Ministry and Enabel shall engage key

stakeholders during the execution of the assignment. The consultations shall take the form of Focus Group Discussions and Key Informant Interviews.

c) Validation workshop

The results of the Study report and key stakeholder interviews shall be presented to a wider group of stakeholders for validation. The Ministry shall decide the composition of participants. Inputs from the validation workshop shall be incorporated in the final report.

Deliverables:

1. An assessment report of:
 - The general labour productivity situation in the country;
 - The macro-economic and fiscal policies (including access to fiscal stimulus and external resources), labour market and other policies aimed at labour productivity enhancement.
 - Existing frameworks/ strategies and relevant documentation on education related productivity;
 - Education related labour productivity trends in the education sector;
2. A report on the constraints/gaps to labour productivity originating from the education sector;
3. Report in the binding constraints to labour productivity in the education sector.
4. Proposed intervention areas stemming from the findings on the binding constraints to labor productivity
5. The report must have key findings in summary, key recommendations for Enabel and MOGLSD and conclusions.

A report with the above-specified requirements shall be submitted to SEF Team in draft form upon completion of the data collection and processing activity. The SEF Team Project in liaison with Ministry Gender, Labour and Social Development shall review and provide comments on the draft report. The contractor shall therefore resolve the comments from the SEF Team and prepare the final report for submission. The SEF team shall approve and accept the final report.

The report shall fulfil the requirements set in the deliverables listed above.

Phase 3: Dissemination and Activity Closing

Task:

Dissemination of the data and information gathered from the assessment exercise to the users through online and face-to-face meetings. In these meetings, the users will provide feedback on the reports before they are finalized.

The final report shall be disseminated to stakeholders through:

- Final report presentation to the Enabel and Ministry team
- Final report and policy brief shared with the Ministry for adoption.
- Presentation of results by the Ministry specific levels such as the Cabinet by the National Labor Productivity Task Force
- Adoption and implementation of identified intervention areas.

Deliverables:

- Presentation with summary findings to the parties mentioned above
- Online dissemination of the Final Report of the findings.
- Final report presented in both soft and print form. Five copies of the printed report shall be expected.

This activity shall be arranged in collaboration with MGLSD and the SEF teams. The presentation shall be reviewed and approved by Enabel in collaboration with the MGLSD. Face to face and/or online sessions shall be arranged for the key stakeholders as will be identified by the MGLSD during the assessment phase.

Quality management

The Contractor shall ensure quality management through continuous monitoring. This monitoring shall take a quality assurance (QA) approach and collect information on the service provider's conduct in implementing the activities.

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

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

Project Management

A kick off meeting shall take place in Kampala at the start of the assignments. The aim shall be to discuss with the Contracting Authority the general implementation of the assignment, the work plan and the communication with the management team. The meeting shall also aim at clarifying to the Contractor the roles and responsibilities of the Contracting Authority during the implementation of both assignments.

As required, ad hoc meetings and conference calls may be scheduled and organized by the Contractor during the implementation of a given service request. Prior to each of these meetings/ conference calls the Contractor shall submit to the Contracting Authority a brief summary of any specific points that need to be discussed.

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 representatives in the Ministry of Education and Sports for lot 1 and Ministry of Gender, Labour and Social Development for lot 2.

The Contracting Authority's responsibility is to:

- Avail the contractor 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 Fund Manager (SEF) who is also the contract manager indicated in section 4.1 'Managing official' on page 31.

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 the service delivered as well as any required reporting.

Without prejudice to any of the deliverables as outlined above, the Contractor shall provide final reports

The reports shall include all relevant references, dates, and subject of the assignment. All deliverables (deliverables for services as the overviews) as outlined shall be submitted for approval and endorsement to the Fund Manager. Other Enabel interventions and respective line ministries can be engaged with the project, and provide inputs at key strategic moments in the implementation process. The main implementation team shall coordinate this.

1.2 Requirements for the resources

1.2.1 Selection of experts

The proposed team leader and selected experts shall be presented for only one lot. This means that a tenderer shall propose different team leader and experts for each of the lots.

Composition of the team

The coordinator/team leader and key experts are not allowed to offer their services as experts to any other tenderer participating in this tender procedure. The coordinator/team leader may also be proposed as a trainer/key expert.

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

Management of the team

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

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

The coordinator shall also supervise the implementation to ensure adaptation of methods and methodology for the assignment. In addition, he/she shall safeguard that the requirements as described in this tender are being kept. The coordinator shall need to closely collaborate with the contracting authority ensuring that the quality of the service meets the standards set.

Qualifications of the team

The contractor must provide suitable and professional firm/key experts. All the experts must fulfil the following minimum criteria in terms of qualifications and profile:

The tenderer must provide suitable and professional firm/key experts. All the experts must fulfil the following minimum criteria in terms of qualifications and profile:

1.2.1.1 LOT 1 – To assess/study the relevance and effectiveness of the training delivery methods in TVET institutions in Uganda.

To assess/study the relevance and effectiveness of the training delivery methods in TVET Institutions in Uganda.	<ul style="list-style-type: none">• 1 Coordinator/team leader• A pool of minimum 3 – maximum 4 experts
--	---

Mandatory minimum requirements for the coordinator/team leader for Lot 1

The contractor must possess the following qualifications:

- 1) He/she must hold a minimum of master's degree in any one of the fields; TVET curriculum development and delivery, statistics, Monitoring and Evaluation/economics
- 2) In depth understanding and relevant knowledge and experience in Education and Training and the TVET sub-sector in Uganda in particular (over 10 years' experience)
- 3) Must have at least 5 years of experience in quantitative research methodology;
- 4) A track record in undertaking national level surveys in social sectors, preferably Education;
- 5) Experience in conducting tracer/baseline studies at the national level and it must be supported by acceptance certificates of, or reference letters;
- 6) Demonstrable evidence that the consultant has the capacity to mobilize resources to be able to trace sampled graduates and employers as well as reaching the institutions, and be able to conduct the interviews wherever graduates and employers are located, i.e.; they should have undertaken similar study in the past, and it must be authenticated with certificates, or reference letters
- 7) Good analytical and quantitative capacity;
- 8) Planning, designing, managing, and evaluating vocational skills/training programs;
- 9) Developing and implementing training needs assessment and tracer studies;
- 10) Evidence of a similar assignment recently completed.;
- 11) Is aware of assessment methods
- 12) Excellent report writing skill.

Mandatory minimum requirements for experts on Lot 1

- 1) He/she must hold a minimum of master degree in any one of the fields; statistics, Monitoring and Evaluation/economics, with work experience in:
 - a. Survey methodology, and data analysis skills and,
 - b. designing and conducting tracer studies;
- 2) Must have at least maximum of 4 years of experience in quantitative research methodology;
- 3) Must have proven track record in supporting, tracking studies and evaluation activities.
- 4) Technical expertise in education shall be an added advantage
- 5) Evidence of good analytical and quantitative capacity;
- 6) Planning, designing, managing, and evaluating vocational skills/training programs;

Tender Specifications – Procurement procedure reference UGA21002-10002

- 7) Developing and implementing training needs assessment and tracer studies;
- 8) Is aware of assessment methods
- 9) Excellent report writing skill.

1.2.1.2 Lot 2 - To assess the binding constraints to Labor Productivity in the Education Sector

To assess the binding constraints to Labor Productivity in the Education Sector.	<ul style="list-style-type: none"> • 1 Coordinator/team leader • A pool of minimum 3 – maximum 4 experts (including a gender expert)
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Mandatory minimum requirements for the coordinator/team leader Lot 2

The contractor must possess the following qualifications:

- 1) Masters in statistics, Economics or related disciplines with work experience in:
 - Survey methodology, and data analysis skills
 - designing and conducting tracer studies;
- 2) A PHD in gender and /or statistics is an added advantage.
- 3) Must have at least 5 years of experience in quantitative research methodology;
- 4) Must have proven track record in supporting, tracking studies and evaluation activities.
- 5) Technical expertise in gender shall be an added advantage
- 6) Evidence of good analytical and quantitative capacity;
- 7) Planning, designing, managing, and evaluating labour productivity programs;
- 8) Excellent report writing skill.
- 9) A track record in undertaking national level surveys in social sectors, preferably Education;
- 10) Experience in conducting tracer/baseline studies at the national level and it must be supported by acceptance certificates of, or reference letters;
- 11) Demonstrable evidence that the consultant has the capacity to mobilize resources to be able to trace sampled graduates and employers as well as reaching the institutions, and be able to conduct the interviews wherever graduates and employers are located, i.e; they should have undertaken similar study in the past, and it must be authenticated with certificates, or reference letters
- 12) Evidence of good analytical and quantitative capacity;
- 13) Macro-Economist of over 5 years in policy-relevant research with a bias in economics;
- 14) experience in research and journal publishing is an added advantage.
- 15) Planning, designing, managing, and evaluating vocational skills/training programs;
- 16) Developing and implementing training needs assessment and tracer studies;
- 17) Evidence of a similar assignment recently completed.;
- 18) Is aware of assessment methods
- 19) Excellent report writing skill.

Mandatory minimum requirements for Statistics experts (at least 2)

- 1) He/she must hold a minimum of master degree in statistics, Monitoring and Evaluation/economics, gender studies and related fields
- 2) A PHD in statistical studies or monitoring and evaluation is an added advantage.
- 3) Must have at least maximum of 4 years of experience in quantitative research methodology;
- 4) Must have proven track record in supporting, tracking studies and evaluation activities.
- 5) Technical expertise in gender shall be an added advantage
- 6) Evidence of good analytical and quantitative capacity;
- 7) Planning, designing, managing, and evaluating labor productivity programs;
- 8) Excellent report writing skill.

Mandatory minimum requirements for the gender expert

1. Master's degree (or equivalent) in any one of the fields; social science, social work and social administration, development studies, leadership and management, gender issues, or other development-related fields.
2. A PHD in gender is an added advantage.
3. Specialized studies on gender will be an added advantage.
4. 4 years in policy-relevant research with specialization in gender issues
5. Knowledge of legal and policy frameworks on gender in Uganda is an advantage
6. Experience in change management or in behavior change
7. Excellent communication, interpersonal and report writing skills in English

Deployments of the team

For each of the lots, the contractor shall be responsible to present a pool of key experts that can cover all contents of this contract and that know the particulars of the content of the contract in Uganda (to ensure relevant content and delivery).

The contractor shall be responsible for selecting the key expert out of his pool for delivering the outputs of the specific service requests of the contract. However, during the implementation of the contract the contracting authority shall individually assess the performance of the key expert and conduct evaluation sessions to get feedback from those participating in the assignment. The contracting authority reserves the right to reject the key expert if his/her performance is not satisfactory to the contracting authority.

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 (01) 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 contractor may also be part of the pool as long as the number of experts does not exceed a maximum number of five experts.

1.2.2 Other Resources

For each of the lots, the contractor shall provide all the necessary equipment's e.g., laptops, stationery materials, projector, flip chat etc. The contractor shall be responsible for the transportation, accommodation and provision of meals for his team during field research/assessment visits.

In all the field work that requires the Ministry staff to travel away from Kampala to the field, Enabel shall provide transport and accommodation.

2 General provisions

2.1 Derogations from the General Implementing Rules

Chapter, ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public 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 procurement contract is Enabel, the Belgian development agency, public-law Company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

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

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

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

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

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

² Belgian Official Gazette of 18 November 2008.

10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation³ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁶;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;

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

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – ‘GDPR’), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.;

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

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

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

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

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

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

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

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

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

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

Litigation: Court action.

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

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

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

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

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

2.6 Processing of personal data by the contracting authority and confidentiality

2.6.1 Processing of personal data by the contracting authority

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

2.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the

other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

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

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

2.7 Deontological obligations

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

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

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

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

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

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

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

2.8 Applicable law and competent courts

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

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

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

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

3 Modalities of the contract

3.1 Type of contract

This procurement contract is a direct services contract.

3.2 Scope of the contract

3.2.1 Subject-matter

Provision of Consultancy services for the Study and Expertise Fund (SEF)

3.2.2 Division into Lots

The procurement contract has 2 lots, each of which is indivisible. The tenderer may submit a tender for one or two lots. A tender for part of a lot is inadmissible.

The description of each lot is included in section 1 “technical specifications” of these Tender Specifications.

The lots are:

Lot 1: To assess/study the relevance and effectiveness of the training delivery methods in TVET institutions in Uganda

Lot 2: To assess the binding constraints to Labor Productivity in the Education Sector.

3.3 Duration of the contract

For each of the lots, the contract starts the day following the date of the inception meeting and lasts for a duration of 180 calendar days

4 Special contractual provisions

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

These tender documents derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)").

4.1 Managing official (Art. 11)

The managing official are Ms. Elizabeth Nkwasure, email; elizabeth.nkwasure@enabel.be

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

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

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

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

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

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

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

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by a subcontractor

PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT) During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the procurement contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

When the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.6 Performance bond (Art. 25 to 33)

For this procurement contract a performance bond is required, only in case the contract value per lot exceeds 50 000 EUR.

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

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions.

As a derogation from Article 26, the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of procurement contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the post account number of the Deposit and Consignment Office Fill out the form

https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcck@minfin.fed.be

After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office

(Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;

4° in the case of a guaranty, by the deed of undertaking of the credit institution

This proof must be provided as applicable by submission to the contracting authority of:

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and a reference to the procurement documents, as well as the name, first name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatory', as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

Request by the contractor for the acceptance procedure to be carried out:

1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond;

2° For the final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

4.7 Conformity of performance (Art. 34)

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

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

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

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

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

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

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

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

4.8.4 Unforeseen circumstances

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

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

4.9 Preliminary technical acceptance (Art. 42)

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

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services must be performed within 180 calendar days from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

4.11 Inspection of the services (Art. 150)

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

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

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

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

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

4.13 Zero tolerance Sexual exploitation and abuse

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

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

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

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

indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

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

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

4.14.1 Failure of performance (Art. 44)

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

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

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

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

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

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

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

4.14.2 Fines for delay (Art. 46 and 154)

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

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

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

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

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

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

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

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

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

4.15 End of the procurement contract

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

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

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

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

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

The acceptance specified above is final.

4.15.3 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:

Tender Specifications – Procurement reference number – UGA21002-10002

Ms. Lydia Namulondo
lydia.namulondo@enabel.be
Financial controller
Enabel in Uganda, Plot 1 B lower Kololo terrace.
PO BOX 40131, Kampala

Only services that have been performed correctly may be invoiced.

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

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

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

The invoice must be in EUROS.

No advance may be asked by the contractor and the payment shall be made after provisional/final acceptance of each service delivery for each phase:

For each of the lots, a payment corresponding to 100% for each phase shall be made following the satisfactory provision of the services. The payments shall be made after acceptance of the deliverables at each phase of the assignment as indicated below:

S/N	DELIVERABLE	PERCENTAGE OF TOTAL PRICE
1	Phase 1: Design and develop data collection instruments	20%
2	Phase 2 - Data collection, processing and report writing	50%
3	Phase 3: Dissemination and activity closing	30%

4.16 Litigation (Art. 73)

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

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

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

Enabel, public-law company

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

To the attention of Mrs Inge Janssens rue Haute 147

1000 Brussels

Belgium

5 Procurement procedure

5.1 Type of procedure

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

5.2 Publication

5.2.1 Enabel publication

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

5.3 Information

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

Until **10 days before tender submission deadline**, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to uga_csc_contracts@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

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

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

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

5.4 Preparation and Submission of Tenders

Preparation of tenders

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

Content of tenders

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

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

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

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

The tender shall contain the following parts:

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

Technical capacity form

Financial capacity form

Articles of Association and Memorandum (as applicable)

Power attorney

Tax Clearance Certificate (e.g.; URA, as applicable) **from the successful tenderer**

Social Security Contribution Clearance (e.g., NSFF as applicable) **from the successful tenderer**

An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol) **from the successful tenderer;**

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

Tender Specifications – Procurement reference number – UGA21002-10002

Legal identification form

Exclusion Criteria Form

Integrity form

Tax Clearance Certificate (e.g., URA, as applicable) **from the successful tenderer**

Social Security Contribution Clearance (e.g., NSSF as applicable) **from the successful tenderer**

An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol) **from the successful tenderer**

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

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 5.6.1 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Technical Proposal

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

Technical methodology (max. 8 pages)

Quality management (max. 1 page)

Project management (max. 1 page)

Financial Proposal

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

Determination of prices

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

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

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

Elements included in the price

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

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

The packaging;

Training required for operation;

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

Customs and excise duties for equipment and products used;

Validity of tenders

The tenderers are bound by their tender for a period of 90 calendar days from the reception deadline date.

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

5.4.2 Submission of tenders

Without prejudice to any variants, the tenderer may submit tenders for either 1 lot or 2 lots.

The tenderer submits his tender as follows:

The duly completed and signed tender shall be submitted only by e-mail to;

uga_csc_tenders@enabel.be

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

The tenderer shall submit separately, the administrative, technical and financial proposals in the email. In case they exceed 6MB, then the tenderer submits separate emails clearly indicating 'Administrative, technical or Financial proposal'.

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

The final date and time for receiving tenders is **6th November, 2023, 2:00PM**, Kampala Time. Late tenders shall not be accepted. (Article 83 of the Royal Decree on Awarding)

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

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

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

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

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

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

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

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

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

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

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

Selection criteria

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

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 35,000 EURO for each Lot during the past five financial years. In case the tenderer submits for 2 lots the turnover requirement shall be cumulative

2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in providing similar services
Minimum Standard	Minimum of 1 assignment within the scope of the Lot, which is totally and successfully completed in the last 3 years within Uganda, East Africa, and sub-Saharan Africa.
2.2	Sufficient Human resources
Minimum Standard	Minimum number of each expert for the profiles specified in the technical specifications and their signed copies of CVs for each lot tendered for.

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

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

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

Regularity of tenders

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

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

5.5.2.2 qualitative and financial evaluation of tenders

Negotiation

The formally and materially regular tenders will be evaluated as to content by an evaluation committee. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be

conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

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

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

Award Criteria

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

- **Qualitative award criteria: 40 %;**

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

N.	Qualitative Award Criteria	Max. Points: 40
1.	Quality of the proposed Technical Methodology (strategy, techniques, approaches, processes)	15
2.	Quality of the proposed Quality Management (Quality assurance, processes and procedures of data collection,)	10
3.	Quality of the proposed Project Management (coordination, communication mechanism, reporting, Work plan & timetable of activities, Risk management plan)	15

Only tenders with scores of at least 30 points out of 40 points qualify for the financial evaluation.

- **Price: 60 %;**

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

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

Final score

The scores for the qualitative and financial award criteria will be added up. The procurement contract will be awarded to the tenderer with the highest final score, after the contracting

authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

5.6 Award and Conclusion of Contract

5.6.1 Awarding the contract

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

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

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

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

5.6.2 Concluding the contract

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

Notification is via e-mail.

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

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

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

6 Annexes

6.1 Technical documents

Not applicable.

6.2 Contractual Documents

Model Performance Bond

Only for the successful tenderer:

Bank X

Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of X € (X euros) for the Belgian Development Agency (Enabel) for the obligations of X, address for the contract:

“X, tender documents Enabel < UGAX, lot X” (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance bond shall be released in accordance with the provisions of the tender documents Enabel < UGAX and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference of the procurement procedure.

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank.

The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X Signature: Name:

Tender Specifications – Procurement reference number UGA21002-10001

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

Legal person entity private/public legal body

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

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

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

③ Registration number in the national register of the entity.

Public law entity

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

- ① National denomination and its translation in EN or FR if existing.
 ② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.
 ③ Registration number in the national register of companies. See table with corresponding field denomination by country.

Financial identification form

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

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

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

Subcontractors

Name and legal form	Address / Registered office	Object

Declaration on honour – exclusion criteria

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

1) The tenderer or one of its 'directors [1]' was found guilty following a conviction by final judgement for one of the following offences:

1° involvement in a criminal organisation

2° corruption

3° fraud

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

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

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

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

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

Are also considered such serious professional misconduct:

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

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

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

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

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

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

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

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

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

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

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

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

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

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

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

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions_en https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

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

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

Place, date

Tender Specifications – Procurement reference number UGA21002-10001

Integrity statement for the tenderers

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

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

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

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

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

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

Place, date

Economic and financial capacity Form

Financial Statement

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

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

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

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignment <u>totally</u> performed	In Uganda (min. 1 for each lot)	Amount involved	Completion date in the last 5 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

Certificates of completion

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

The tenderer must complete the table hereunder for each of the lots. He must provide in his offer the CVs of the key experts (the team leader and experts) proposed for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs. Each CV shall not longer than 3 pages.

LOT 1. To assess/study the relevance and effectiveness of the training delivery methods in TVET institutions in Uganda. .	<ul style="list-style-type: none"> • 1 Coordinator/team leader • A pool of minimum 3 – maximum 4 experts
--	--

<i>Name of expert</i>	<i>Proposed position</i>	<i>Educational background – formal qualification</i>	<i>Years of relevant experience</i>	<i>Specialist areas of knowledge</i>
	<i>Team leader</i>			
	<i>Expert 1</i>			
	<i>Expert 2</i>			
	<i>Expert 3</i>			
	<i>Expert 4</i>			

LOT 2. To assess the binding constraints to labor productivity in the education sector	<ul style="list-style-type: none"> • 1 Coordinator/team leader • A pool of minimum 3 – maximum 4 experts (including a gender expert)
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<i>Name of expert</i>	<i>Proposed position</i>	<i>Educational background – formal qualification</i>	<i>Years of relevant experience</i>	<i>Specialist areas of knowledge</i>
	<i>Team leader</i>			
	<i>Expert 1</i>			
	<i>Expert 2</i>			
	<i>Expert 3</i>			
	<i>Expert 4</i>			

6.3.2 TECHNICAL PROPOSAL

For each lot, the technical proposal may be presented in free format, but it shall not exceed ten pages.

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

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

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

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

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

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

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

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

Lot	Description	Lumpsum Price in EUR excl. VAT
1.	To assess/study the relevance and effectiveness of the training delivery methods in TVET institutions in Uganda	€
2.	Consultancy services for the Study and Expertise Fund (SEF) to assess the binding constraints to Labor Productivity in the Education Sector	€
VAT percentage (if applicable):		
Total amount in words:		
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda		

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Tender Specifications – Procurement reference number – UGA21002-10002

Signature: