



## Tender Specifications

Framework agreement for provision of graphic design services

Negotiated procedure with prior publication

Reference number: 2800UGA-10141

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#### **DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES**

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

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

# 1 Terms of reference

## 1.1 Requirements for the services and the deliverables

### 1.1.1 Technical methodology

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

#### 1.1.1.1 Background information

Enabel and the Government of Uganda received funding from the Government of Belgium and the European Union to implement a 5-year Country programme. The overall objective of the programme is to ensure that young people especially young women develop into active, economically independent citizens in a sustainable society that respects human rights and ensures quality basic services. This objective is being achieved through 2 pillars.

The first pillar focuses on providing young people, especially young women, with the right vocational skills and genuine opportunities to generate an income and contribute to the economy through sustainable decent work. This objective will be pursued by addressing barriers both from the supply-side (employability) and the demand-side (jobs and entrepreneurship). Pillar one project called “We Work” will follow an economic sector logic approach, with a focus on specific value chains in agriculture and the green economy.

The second pillar aims to ensure that the rights to safe and quality education and healthcare are more transparently ensured especially for the most in-need populations such as children, women, girls as well as refugees and host communities. This pillar is divided into three projects namely, education (WeLearn), health (WeCare) and nursing training (WeTrain4Health).

Enabel is working in the development sector through various projects and these include WeWork, WeTrain4Health, WeLearn, WeTeach, WeCare, Decent Work and Social Protection, Business and Human Rights and Digital Rights for girls and women as well as response to increased environmental degradation and promotion of alternative energy sources in refugee hosting districts (RED). The organisation pays specific attention to the integration of cross-cutting issues throughout the implementation of the different projects. Some of these include gender and inclusion, climate, ICT and innovation among others. Given these areas of operation,

Enabel intends to create visibility in the different areas of operation hence the need to procure a contractor to provide graphic design services to all Enabel projects.

#### **1.1.1.2 General objective**

The general objective of this contract is to enhance the visibility and communication efforts of Enabel's projects. The contractor shall support Enabel in creating visually compelling materials that effectively convey its mission, achievements and ongoing activities to diverse stakeholders, thereby ensuring maximum engagement and impact. The specific objectives include;

- To ensure that Enabel's projects, messages, and achievements are seen, recognized, and remembered by key stakeholders, including partners, beneficiaries, and funders.
- To simplify complex messages, making them accessible and appealing to varied audiences, including policymakers, communities, and international partners.
- To reinforce Enabel's identity as a reliable and professional development partner.
- To captivate audiences, and encourage them to engage with Enabel's content, events, and initiatives.

#### **1.1.1.3 Scope of the assignment per Lot**

##### **Lot 1: Provision of Graphic Design Services**

The contractor shall provide a wide range of professional graphic design services to support Enabel Uganda in creating visually compelling materials. These materials aim to enhance the visibility and communication efforts of various projects while aligning with Enabel's branding and communication strategy.

##### **Tasks:**

The tasks below shall be performed by the contractor under this Lot;

##### **1. Graphic Design and Artwork Creation**

- The contractor shall develop, make improvements and edit graphic elements such as artwork, charts, and drawings.
- The contractor shall create illustrations, infographics, maps, tables, and other visuals that simplify complex messages.
- The contractor shall provide Layout and design services.
- The contractor shall design and typeset reports, publications, brochures, posters, flyers, banners and other communication materials for both print and electronic distribution.

- The contractor shall create modern and innovative designs for materials like storybooks, bulletins, booklets, and knowledge management boards.

## **2. Branding Services**

- The contractor shall design artwork for branded items such as pull-up banners, teardrop banners, T-shirts, jumpers, bracelets, car tire covers, bags, caps and stickers etc.
- The contractor shall ensure all designs adhere to Enabel's branding guidelines and visibility requirements.

## **3. Social Media Graphics**

- The contractor shall design visuals suitable for social media platforms, including Facebook, LinkedIn, and Twitter (X).

## **4. Mock-ups and Approvals**

- The contractor shall provide mock-ups or samples of materials for review before final production.
- The contractor shall ensure all designs receive final sign-off from Enabel before submission.

## **5. Language Adaptation**

- The contractor shall adapt designs for translated versions while maintaining layout consistency and alignment with the original concept.

### **Deliverables for Lot 1:**

1. High-quality, branded graphic designs for print and digital use, including reports, manuals, brochures, flyers, posters, banners, and more.
2. Customized templates for publications and communication materials.
3. Social media graphics tailored to platform specifications.
4. Final deliverables in both electronic and print-ready formats.
5. Colour proofs or mock-ups upon request for premium-quality outputs.

### **Design specifications for social media banner designs**

No.	Item description	Instagram	Facebook	LinkedIn	Twitter (X)
1.	Landscape	1080X566px	1200X630px	1200X627px	1600X900px
2.	Portrait	1080X1350px	1080X1350px	1080X1350px	1080X1350px
3.	Square	1080X1080px	1080X1080px	1080X1080px	1080X1080px



### Design specifications for communication materials

No.	Item	Specifications
1.	Reports	<ul style="list-style-type: none"> <li>- A4, A5, or A7 paper size</li> <li>- Full-colour printing</li> <li>- The cover page shall have Enabel and partner logos in their appropriate locations</li> </ul>
2.	Training manuals	<ul style="list-style-type: none"> <li>- A4, A5, or A7 paper size</li> <li>- Full-colour design</li> <li>- Clear illustrations and pictorial</li> </ul>
3.	Brochures	<ul style="list-style-type: none"> <li>- American format or A4</li> <li>- Tri-fold brochure size 8.5" x 11" (unfolded paper), and 8.5" x 3.69" (after folding the paper three times).</li> <li>- Full-colour design</li> <li>- Clear illustrations and pictorial</li> </ul>
4.	Flyers	<ul style="list-style-type: none"> <li>- Custom A5, A4, A7, or A2 paper size A4 (8.3" x 11.7"), A5: 8.3" x 5.8" or A6: 5.8" x 4.1" depending on content</li> <li>- Full-colour design</li> </ul>
5.	Posters	<ul style="list-style-type: none"> <li>- 24x36 or 27x40 depending on the content and purpose.</li> </ul>
6.	Storybooks	<ul style="list-style-type: none"> <li>- 5" x 8")</li> <li>- Full colour on both sides</li> </ul>
7.	Folders	<ul style="list-style-type: none"> <li>- Full colour with Enabel, partner, and funder logos</li> </ul>
8.	Envelope	<ul style="list-style-type: none"> <li>- White with Enabel logo and address</li> <li>- The Enabel logo and address shall be placed on the top left of the envelope</li> </ul>
9.	Compliments card	<ul style="list-style-type: none"> <li>- Full colour</li> <li>- Varying sizes of between A5 and A7 depending on request</li> <li>- Enabel logo in its original colours</li> </ul>
10.	Business cards	<ul style="list-style-type: none"> <li>- Size of 85 mm x 55 mm</li> <li>- Full colour</li> </ul>
11.	Event banners	<ul style="list-style-type: none"> <li>- Varying background colours according to Enabel branding colours</li> <li>- Aller, Georgia or Calibri font</li> </ul>

		<ul style="list-style-type: none"> <li>- Enabel and Partner logos in their original shapes and colours</li> <li>- Mantra for the event for which the banner is being made</li> <li>- Full colour</li> <li>- Varying sizes; small, medium, and large</li> </ul>
12.	Launch banners	<ul style="list-style-type: none"> <li>- Varying background colours according to Enabel branding colours</li> <li>- Aller, Georgia or Calibri font</li> <li>- Enabel and Partner logos in their original shapes and colours</li> <li>- Project or event for which the banner is being made</li> <li>- Full-colour printing</li> <li>- Varying sizes; small, medium, and large</li> </ul>
13.	Pull-up banners	<ul style="list-style-type: none"> <li>- Size: 800mm x 2000m or 80 x 199 cm format</li> <li>- Full-colour printing</li> </ul>
14.	Backdrop banners	<ul style="list-style-type: none"> <li>- White background</li> <li>- Enabel and partner logos</li> <li>- Varying sizes as per request</li> </ul>
15.	Signboards	<ul style="list-style-type: none"> <li>- White background material</li> <li>- Aller or Calibri bold fonts</li> <li>- Dark grey colour of fonts</li> <li>- Writings shall be done in lowercase initials</li> <li>- Only the Enabel logo for the country signboard</li> <li>- Enabel, partner and funder logos for the regional and project signboards</li> </ul>
16.	Teardrop banners	<ul style="list-style-type: none"> <li>- Double-sided flag print</li> <li>- Small, medium, or large sizes.</li> </ul>
18.	Calendars	<ul style="list-style-type: none"> <li>- Full-colour printing</li> <li>- Varying landscape sizes of A4, A2, or A5</li> <li>- Enabel logo on the bottom left.</li> </ul>
19.	Stickers	<ul style="list-style-type: none"> <li>- 360 x 240 mm format for car stickers (only Enabel logo on it)</li> <li>- Other project stickers can be in A4, A5 and A7 sizes</li> <li>- Full-colour printing</li> </ul>

20.	Notebooks	<ul style="list-style-type: none"> <li>- A4, A5, A7 of Portrait or landscape orientation</li> <li>- Full colour with logos of Enabel, partners, and funders on the cover and inside pages</li> </ul>
21.	Knowledge management boards/Information boards	<ul style="list-style-type: none"> <li>- Full-colour design</li> <li>- Varying sizes depending on request; A7, A5, A4, and A2</li> </ul>
22.	Branding boards	<ul style="list-style-type: none"> <li>- Full-colour design</li> <li>- Varying sizes depending on request</li> </ul>
23.	Certificates	<ul style="list-style-type: none"> <li>- Full-colour design</li> <li>- Custom sizes of A4, or A5</li> <li>- Varying background colour according to Enabel branding colours</li> <li>- Paperweight 80-100 g/m2</li> </ul>
24.	Dummy tickets	<ul style="list-style-type: none"> <li>- Full-colour design</li> <li>- Aller, Georgia, or Calibri fonts</li> <li>- Landscape orientation of A4, A2 or A0 variations</li> </ul>
25.	Jumpers	<ul style="list-style-type: none"> <li>- Logo: Embroidered white Enabel logo on the front designed on black jumper</li> </ul>
26.	T-shirts	<ul style="list-style-type: none"> <li>- Logo-embroidered white Enabel logo on the front designed on black T-shirt</li> </ul>
25.	Name tags	<ul style="list-style-type: none"> <li>- Size: 7cms width &amp; 2.5cm in height</li> <li>- Branded with Enabel Logo</li> <li>- Name and titles in Aller, Georgia and Calibri font</li> <li>- Artwork to be provided before production</li> </ul>
26.	Bags	<ul style="list-style-type: none"> <li>- Enabel and or partner logos on full colour</li> <li>- Artwork shall be provided for review and approval before production</li> </ul>
27.	Car tyre covers	<ul style="list-style-type: none"> <li>- Enabel logos in full colour</li> <li>- Artwork shall be provided for review and approval</li> </ul>
28.	Bracelets	<ul style="list-style-type: none"> <li>- Artwork shall be provided for review and approval before full production.</li> </ul>

**Note:** For all designs, artwork, illustrations and drawings;

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1. The contractor shall obtain a final sign-off from Enabel Uganda before submitting electronic files for printing.
2. The contractor shall finalize the content in consultation with Enabel Uganda communication team- all contents require approval from Enabel and/or its partners.
3. All copyright over any products developed rests with Enabel. The designer may not use, reproduce or otherwise disseminate or authorize others to use, reproduce or disseminate such works without prior consent from Enabel Uganda.

Timelines for Implementation Lot 1 activities

No.	Activity	Responsibilities	Estimated number person-days
1.	Briefing and Initial concept development	Enabel provides the contractor with a detailed briefing, branding guidelines, content, and specifications for the required designs.	1
2.	Design and submission of initial concepts	Contractor designs and submits 2 design proposals for Enabel's review based on the information provided by Enabel. Enabel reviews the proposals and provides feedback within 1 day.	3
3.	Refinement and proofing	Contractor refines the selected design concept based on Enabel's feedback. Contractor incorporates any additional input and provides the first proof of the design.	2
4.	Second proofing round	Enabel reviews the refined designs and provides feedback for further adjustments. Contractor finalizes the design and prepares it for approval.	1
5.	Final approval and submission	Enabel approves the final design. Contractor submits the final deliverables in the required formats (print-ready PDF, InDesign, Illustrator files, etc.) and ensures compatibility with Enabel's specifications.	1
<b>Total number of person days</b>			<b>8</b>

## **Lot 2: Provision of graphic design training services**

The contractor shall design and deliver a training programme to enhance the graphic design skills of Enabel communication officers. The programme shall cover foundational and advanced aspects of graphic design, with a focus on hands-on learning and addressing individual capacity gaps. The contractor shall provide graphic design training services to communication officers ("trainees") employed by Enabel.

The training programme shall consist of various aspects of graphic design including but not limited to;

- 1. Core design concepts:** understanding design elements (color, line, shape, form, texture) and design principles (balance, contrast, emphasis, harmony, movement, proportion, repetition, unity, variety).
- 2. Typography & publication design:** typeface selection, typographic measurement, industry standards, and best practices for print and digital media.
- 3. Digital design & imaging:** color theory, digital imaging techniques, layout and composition, and the fundamentals of print and web design.
- 4. Affinity creative software:** training on industry-standard tools such as Affinity photo, Affinity publisher and Affinity design.
- 5. Interactive & motion design:** basics of animation, motion graphics, app design, and user experience (UX) principles.
- 6. Visual storytelling & infographics:** designing effective information graphics, service design materials, and data-driven visual content.
- 7. Print & web applications:** creating high-quality posters, flyers, brochures, and understanding format differences (raster vs. vector).

The training shall be hands on, ensuring trainees gain practical experience in applying these skills to Enabel's communication needs. Individual coaching sessions shall be provided to address specific capacity gaps identified in each trainee's graphic design skills. These sessions shall be conducted on a continuous basis as and when needed by the trainees.

### **Tasks:**

- 1. Pre-training Skills Assessment:** the contractor shall conduct pre-training assessments to evaluate the current skill levels of trainees and identify specific areas for improvement.

2. **Training Programme Development:** the contractor shall design and develop a comprehensive curriculum and programme and training schedule covering all the training aspects highlighted above. The developed training curriculum and programme, training schedule shall be shared with the Enabel team for review and approval.
3. **Training Delivery:** the contractor shall conduct both group training sessions and individual coaching sessions, either online or in-person, to meet the needs of the trainees. The contractor shall use interactive methods and practical exercises to enhance learning.
4. **Trainee Evaluation:** the contractor shall conduct a final evaluation of the training programme to measure its impact on trainee skills. Solicit feedback after each session to assess effectiveness and refine the program as needed.
5. **Preparation of the final training report:** the contractor shall prepare a training report upon completion of the training. The report shall detail topics covered, trainee participation, any challenges encountered and evaluation results highlighting key achievements and remaining skill gaps.

#### **Deliverables for Lot 2:**

1. Training curriculum: The curriculum shall cover various aspects of graphic design, as outlined above.
2. Training materials. This shall include presentations, handouts and exercises.
3. Pre-training assessment reports for each trainee.
4. Final training report.

#### **Timelines for implementation**

No.	Activity	Estimated number person-days
1.	Pre-training Skills Assessment Training Programme Development Review of the developed training curriculum and programme, training schedule by Enabel team and approval	7
2.	Training sessions Conduct group training sessions (virtual or in-person) covering stated topics	5

	Training evaluation and gather feedback on the training program.	
3.	Preparation of final activity reporting	3
<b>Total number of person days</b>		<b>15 person days</b>

## 1.2 Requirements for the resources

### 1.2.1 Human Resources

Composition of the team	Lot 1	<ul style="list-style-type: none"> <li>• 1 coordinator/team leader</li> <li>• A pool of 2 individual experts</li> </ul>
	Lot 2	<ul style="list-style-type: none"> <li>• 1 coordinator/team leader</li> <li>• 1 individual expert</li> </ul>

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

#### Coordinator/Team leader

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

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

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

#### Individual expert

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For each of the lots, the Contractor shall be responsible for selecting the individual experts for delivering the outputs of the specific activities of the contract.

### **1.2.2 Qualifications of the Team**

#### **Lot 1: Provision of Graphic Design Services**

##### **Coordinator/Team leader**

##### **Mandatory requirements:**

- Bachelor's degree in either marketing or communication or related fields.
- At least 5 years of professional experience in graphics design and marketing.
- Proven track record of managing projects and coordinating with external stakeholders.

##### **Other requirements:**

- Excellent communication and interpersonal skills, with fluency in English (written and spoken).
- Strong organizational skills and the ability to manage multiple tasks simultaneously.
- Familiarity with branding and visual content development is a must.

##### **Two Individual experts (Graphic designer experts):**

##### **Mandatory Requirements:**

- A diploma in graphic design.
- A minimum 5 years of experience in working as a graphics designer with experience in a branding agency or in producing designs for different entities i.e. government, corporate companies & international organisations.
- Strong graphic design skills, including the mastery of all standard design software included in the Adobe Creative Suite.

##### **Other requirements:**

- High level of computer literacy and advanced command over a full range of graphic design software
- Proficiency with Microsoft Word, Excel & Outlook.
- Proven experience in producing press-optimized, web-optimized and accessible PDF files.



## **Lot 2: Provision of graphic design training services**

### **Coordinator/Team leader**

#### **Mandatory requirements:**

- Bachelor's degree in graphic design, visual arts, digital media and or any communication related field.
- At least 5 years of professional experience in graphic design.
- Proven track record of managing and leading training or capacity-building programs, particularly in graphic design.
- Experience in training teams on a wide range of graphic design topics (typography, Affinity Creative Suite, colour theory, etc.).
- Expertise in graphic design tools, including Adobe Creative Suite (Photoshop, Illustrator, and InDesign).

#### **Other requirements:**

- Strong leadership and project management skills.
- Ability to tailor coaching sessions to individual trainee needs.
- Excellent communication and facilitation skills, with a focus on practical, hands-on training.

### **One Individual expert**

#### **Mandatory Requirements:**

- A certificate in either graphic design or digital arts
- At least 3 years of hands-on experience as a graphic designer and experience in delivering training or workshops in graphic design.
- Proficient in Affinity Creative software (Affinity photo, publisher, design)

#### **Other requirements:**

- Strong knowledge of various graphic design areas, including typography, colour theory, digital imaging, layout, composition, print, web design, and motion graphics.
- In-depth understanding of graphic design principles, including layout, composition, typography, and colour theory.
- Excellent communication and facilitation skills, with a focus on practical, hands-on training.

**Note: Contractors participating in both lots should propose different experts for both lots.**

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### **1.2.3 Management of the Team**

For each lot, during the implementation of the contract the contracting authority shall individually assess the performance of the key experts and conduct evaluation sessions to get feedback from the participants. The contracting authority reserves the right to reject an expert if his/her performance is not satisfactory to the contracting authority.

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

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

### **1.2.4 Other resources**

The contractor shall provide their own workstation, including a high-performance laptop with the necessary graphic design software (e.g., Adobe Creative Suite, CorelDRAW, or equivalent), and any additional equipment such as a projector, scanner or printer. They must also have access to a reliable internet connection for any remote resources or demonstrations. Enabel shall provide internet access during training sessions and ensure that communication officers have the required graphic design software installed on their laptops. The contractor shall be given access to relevant information necessary for executing the assignment.

## **2. General provisions**

### **2.1 Derogations from the General Implementing Rules**

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

### **2.2 Contracting authority**

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

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

### **2.3 Institutional setting of Enabel**

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

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;

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

- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>2</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>3</sup> 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 contracts<sup>4</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services<sup>5</sup>;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors<sup>6</sup>;

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

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

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

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

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

- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works<sup>7</sup>;
- 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](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be); Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

## 2.5 Definitions

The following definitions apply to this 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

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

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

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

Option: A minor and not strictly necessary element for the performance of the 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.

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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 services contract.

It is launched as a framework agreement with a maximum of 3 services providers to be Shortlisted for Lot 1 and only 1 services provider for Lot 2.

#### 3.2 Scope of the contract

##### 3.2.1 Subject-matter

This procurement contract consists in the performance of **provision of graphic design services and training services**, in conformity with the conditions of these Tender Specifications.

##### 3.2.2 Lots

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

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

The lots are:

Lot	Description of the lot
Lot 1	Provision of Graphic Design Services
Lot 2	Provision of Graphic Design Training Services

##### 3.2.3 Items

Each lot of this procurement contract consists of items explained in Point 1.1.1.3 of the tender specifications.

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

##### 3.2.4 Variants

Each tenderer may submit only one tender. Variants are forbidden.

#### 3.5 Duration of the contract

The procurement contract starts upon award notification and lasts 4 calendar years.

Each party may, however, terminate the agreement at the end of the first, second or third year, provided that notification to the other party is sent at least 60 calendar days before the end of the first, second or third year of the framework agreement. In this case, the party may not claim damages for such termination.

If the framework agreement is terminated by the contracting authority, such termination will apply to all participants and, consequently, it will be notified to all participants. Participants may not claim damages for such termination.

Where the framework agreement is terminated in application of an ex officio measure, termination of the agreement is limited to the participant against whom the ex-officio measure was taken.

If one of the participants initiates the termination of the framework agreement, they will be deleted as a participant from the second, third or fourth year of the framework agreement. As soon as they are removed as a participant, they will no longer be considered for contracts based on the framework agreement.

### **3.6 Value of the contract**

The maximum contract value for this framework agreement is 221,000 Euros, with Lot 1 valued at 154,000 Euros and Lot 2 at 67,000 Euros.

This amount is given as an indication for the service provider to know the potential scope of the framework agreement. Under no circumstances may the shortlisted participants be able to claim compensation if this orders amount doesn't reach the maximum.

### **3.7 Quantities of the contract**

Exact quantities shall be determined in order forms. The estimated quantities are given for information purposes only and regard the whole duration of the public contract. By concluding this framework, the contracting authority does not guarantee that estimated quantities shall be ordered from this contract. The price to be paid shall be obtained by applying the unit prices mentioned in the inventory to the quantities performed.

For Lot 1, estimated quantities are as follows:

No.	Item	Estimated quantity
1.	Reports	28
2.	Training manuals	14
3.	Brochures	250,000

4.	Flyers	250,000
5.	Posters	100,000
6.	Storybooks	1000
7.	Folders	500
8.	Business cards	1,000
9.	Event banners	20
10.	Pull-up banners	10
11.	Back drop banners	10
12.	Signboards	14
13.	Teardrop banners	10
14.	Stickers	20
15.	Information boards	14
16.	Certificates	500
17.	Dummy tickets	50
18.	Jumpers	500
19.	T-shirts	500
20.	Bags	500
21.	caps	500

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

### 4.1 Managing official (Art. 11)

The managing official is [Dorothy Kyamazima](mailto:dorothy.kyamazima@enabel.be), Communications Officer, e-mail: [dorothy.kyamazima@enabel.be](mailto:dorothy.kyamazima@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)**

§1 Scope: The clause may be applied in case the contractor is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 GIR) or after taking an ex officio measure (art. 47 GIR).

§2 Nature of the amendment: In derogation of art. 47, §2, °3 GIR, the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the contractor already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new contractor.

§3 Conditions under which this revision clause may be used: Provided that they meet the selection criteria, and the exclusion criteria set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the contractor's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of bids under the original award procedure. If this is not the case, the contracting authority will close a contract for account as referred to in the second paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of tenders under the original award procedure, provided that he meets the selection criteria, and the exclusion criteria set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the Contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not

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remain the most economically advantageous on the basis of the evaluation of bids under the original award procedure (after exclusion of the initial contractor), the contracting authority shall address itself: 1° either successively, according to the ranking, to the other regular tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his bid. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account;

2° or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous,

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new contractor. If the contract has already been partially executed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial contractor and compared to the original tender of the new contractor. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new contractor), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial contractor by electronic transmission, in deviation from art. 47, §3, paragraph 3 GIR. If, following the application of an ex officio measure (art. 47 GIR), the price of the new contract for account concluded is higher than that of the initial contract, the initial contractor shall bear the additional costs.

### **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

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protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

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

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

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

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

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

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

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

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract for item under Lot 1. If the subject-matter of the public 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.

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

A performance bond will be required in case the order form value exceeds 50,000 Euros.

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 bpost account number of the Deposit and Consignment Office Fill out the form

[https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](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](mailto: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 or the insurance company.

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 the insurance company; 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 or the insurance company 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 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 contract, price revisions shall be permitted.

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

To calculate the price revision, the following formula applies:

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

Where:

Pr = Price after revision

Po = Price quoted in the tender

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

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

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

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

#### **4.8.3 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.

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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 the period indicated in each order terms of reference.

The order form is addressed to the supplier by any means through which the date of dispatch can be determined unambiguously. Any further correspondence pertaining to the order form (and to the delivery) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.

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

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

In any event, complaints about the order form are not admissible anymore if they are not submitted within 5 calendar days from the day following the date on which the supplier has received the order form.

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

The services under Lot 1 shall be performed at the premises of the contractor and the services under Lot 2 shall be delivered in Kampala.

## **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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1° unilateral termination of the procurement contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting



authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

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

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

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

## **4.15 End of the procurement contract**

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

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

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

Provisional acceptance: the acceptance report and payment will be made within 30 calendar days from the date of receipt of the supplies.

Provisional acceptance is carried out at the request of service provider. To investigate and as well as to notify its decision to accept or reject the services, the contracting authority disposes of a period of thirty days.

This period will begin on the day after the date of receipt of request to approve the services and or the invoice. It comprises the 30-day period stipulated in Article 127.

The acceptance specified above is final.

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

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the address on the order form.

Only delivery that has been performed correctly may be invoiced.

The amount owed to the service provider must be paid within thirty (30) days with effect from the receipt of the invoice.

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.

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**Lot 1: 100% payment shall be made upon accepting the designs deliverables of each order.**

**Lot 2: 100% payments shall be made upon acceptance of each order.**

**Advance payment:**

By way of derogation from the foregoing, and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016, inserted by the Law of 22 December 2023 amending the regulations relating to public contracts with a view to promoting access by SMEs to the said contracts, the contracting authority shall pay an advance when the successful tenderer proves to be an SME within the meaning of Article 163, § 3, subparagraph 2, of the Law of 17 June 2016.

The amount of the advance payment is calculated by applying the following percentages to a reference value determined in accordance with Article 12/5 of the Law of 17 June 2016:

1° if the successful tenderer is a micro-enterprise, i.e. an enterprise that employs fewer than ten (10) people and whose annual turnover or annual balance sheet total does not exceed two million euros (2M euro), the percentage to be taken into account is twenty per cent (20%);

2° if the successful tenderer is a small business, i.e. a business that employs fewer than fifty (50) people and whose annual turnover or annual balance sheet total does not exceed ten million euros (10M euro), the percentage to be taken into account is ten per cent (10%);

3° where the successful tenderer is a medium-sized company, i.e. a company employing fewer than two hundred and fifty (250) people and whose annual turnover does not exceed fifty million euros (50M euro) or whose annual balance sheet total does not exceed forty-three million euros (43M euro), the percentage to be taken into account is five per cent (5%).

According to Article 12/5 of the Law of 17 June 2016, the reference value relevant for calculating the advance in a framework agreement is equal to the amount of each order, including all taxes. The amount of the advance will be deducted from the final invoice of each order.

The aforementioned amounts shall be understood as amounts inclusive of value-added tax.

The supplier must provide an **advance bank guarantee** prior to any advance payment.

The amount of the advance will be deducted from the final invoice of each order.

No advance will be paid when implementation duration of an order is less than 60 days.

#### **4.16 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 with Prior Publication in application of Article 41 § 1, 1 of the Law of 17 June 2016.

### 5.2 Publication

#### Official publication

This procurement contract is officially advertised in the Belgian Public Tender bulletin.

#### Further notification

These Tender Specifications are posted on the website of Enabel

[https://www.enabel.be/public\\_procurement/](https://www.enabel.be/public_procurement/)

#### Additional publication

This procurement contract shall be published in the newspaper as well.

### 5.3 Information

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

Until 10 calendar days inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to [UGA\\_CSC\\_CONTRACTS@enabel.be](mailto: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.

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The contracting Authority shall organize an **optional information (pre-bid) meeting** at the time and location specified below.

Framework agreement for provision of graphic design services	<b>17<sup>th</sup> June, 2025 at 11:00 am Kampala time</b> at Enabel Representation Office Plot 1B Lower Kololo Terrace + <a href="#">MS Teams Online Meeting</a> <a href="https://rb.gy/1j6slm">https://rb.gy/1j6slm</a> Meeting ID: 313 753 047 165 4 Passcode: 3Ky6pB7C
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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.

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The tender shall contain the following parts:

### **1. Administrative Proposal**

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

The Administrative proposal shall respect the following structure

- Legal identification form
- Financial Identification Form (along with an account confirmation letter from the bank and details of the bank signatory. This account shall not change throughout the contract duration and implementation)
- Articles of association
- Power of attorney
- Certificate of incorporation
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Subcontracting Form
- Signed CVs and academic documents of the team
- Financial capacity form

### **2. Technical Proposal**

**Lot 1:** The technical proposal may be presented in a table format indicating comply to all the design specification for the social medical designs and the communication materials.

**Lot 2:** The technical proposal may be presented in a free format. It shall not exceed ten pages.

It shall respect the following pages limit and structure;

- Technical methodology (max. 5 pages). Clear description of the delivery approach, systematic logical strategy to delivering the assignment, training content/outline, training duration, engagement with stakeholders, assessment of learning.
- Project management (max. 5 pages). Quality management plan, work plan and schedule of activities, risk management plan, reporting, team coordination plan.

### **3. Financial Proposal**

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

### **Determination of prices**

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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.

#### **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, except for 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.

All prices are DDP as indicated in Part 1 of the technical specifications (INCOTERMS 2020).

#### **Validity of tenders**

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

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

#### **5.4.2 Submission of tenders**

Without prejudice to any variants, the tenderer may only submit one tender only for this contract.

The tenderer submits his tender as follows:

**One** original copy of the completed tender shall be submitted on paper. Electronic copies shall be submitted in one or more PDF files on a USB stick that shall be inserted in the envelope containing the hard copy. The tender submitted in a properly sealed envelope bearing the following information: **Name of tenderer**, as well as the **title of the contract** and the **reference of the procurement procedure**, as stated on the cover page of the tender specifications

It shall be submitted:

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a) By mail (standard mail or registered mail)

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

**Enabel Uganda**

**Contract Service Centre**

**Lower Kololo Terrace, Plot 1B**

**PO Box 40131 Kampala – Uganda**

OR

b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 8:30 am to 13:30 pm and from 2:00 pm to 5:00 pm (see the address given under point a) above).

The tender shall be received by the Contracting Authority before **7<sup>th</sup> July, 2025, 11:00 am, Kampala Time**. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding).

#### **5.4.3 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 fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

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

The withdrawal must be pure and simple.

## **5.5 Opening 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.

<b>1</b>	<b>Sufficient Economic and Financial Capacity</b>
1.1	Sufficient turn-over
Minimum Standard	<p>Lot 1: Minimum average annual turnover of 20,000 EUR during the past three financial years</p> <p>Lot 2: Minimum average annual turnover of 10,000 EUR during the past three financial years</p> <p>(If a contractor submits for more than one lot, the amount above shall be summed up for the lots tendered.)</p>
<b>2</b>	<b>Sufficient Technical and Professional Capacity</b>
2.1	Sufficient in experience in proving design services
Minimum Standard	<p><b>For each lot:</b> Minimum of 2 assignments within the scope of the Lot, which were totally and successfully completed in the last 3 years, with at least 1 completed in Uganda or any other country.</p>

	<p><b>Note:</b></p> <p>For lot 1, the tenderer shall provide a portfolio (online link or pdf attachment with at least 2 sets of past high quality, professional work) demonstrating a mastery of design principles.</p>
2.2	Sufficient human resources
Minimum Standard	Signed CVs and academic documents of the experts per lot for each of the profile defined in the technical specification. The contractor shall propose different experts for each of the lots.

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

- Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it 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.

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.

#### **5.5.2.2 Qualitative and financial evaluation of tenders**

##### **Award Criteria for Lot 1**

- **Price: 100 %.**

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 100$$

##### **Final score**

The procurement contract will be awarded to the tenderers 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.

##### **Award Criteria for Lot 2**

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

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

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The tenderer provides a technical proposal (technical methodology, quality management and project management of activities) based on the instructions given in the Terms of Reference. They are subject to evaluation according to the following sub-criteria:

No.	Qualitative Award Criteria	Max. Points: 40
1.	Quality of the proposed technical methodology (Clear description of the delivery approach, systematic logical strategy to delivering the assignment, training content/outline, training duration, engagement with stakeholders, assessment of learning.)	30
2.	Quality of the proposed project management (Quality management plan, work plan and schedule of activities, risk management plan, reporting, team coordination plan.)	10

**Only tenders with scores of at least 20 points out of 40 points qualify for the financial evaluation.**

- **Price: 60 %.**

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

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

### **Final score**

The scores for the qualitative and financial award criteria shall be added up. The procurement contract shall be awarded to the tenderers 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 framework agreement contract**

This framework agreement will be awarded to:

- Maximum of 3 tenderers who have submitted the regular least expensive bid for lot 1.
- The tenderer who has submitted the most economically advantageous tender for lot 2.

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.

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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.

The conclusion of a contract based on these tender specifications does not give the tenderer any right of exclusivity.

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.

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.

### **5.6.2 Concluding the subsequent contracts**

**For Lot 1**, the subsequent contract shall be awarded following a cascade method. Order will be sent to the 1<sup>st</sup> ranked first. If the first ranked service provider is unable to deliver the requested services under a given order form, the second-best ranked shall be requested to deliver the services. If the second ranked is unable to deliver the requested services under a given order form, the third ranked shall be requested to deliver the services.

**For Lot 2**, the sole service provider will be requested to deliver the services.

## 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:

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## 6.3 Procedural Documents – Tender Forms

### 6.3.1 ADMINISTRATIVE PROPOSAL

#### Legal Identification forms

##### Natural person

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

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

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



**Legal person entity private/public legal body**

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

- 
- 1   **Public law body WITH LEGAL PERSONALITY**, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
  - 2   **National denomination and its translation in EN or FR if existing.**
  - 3   **Registration number in the national register of the entity.**

**Public law entity**

<b>OFFICIAL NAME</b> ① <b>BUSINESS NAME</b> (if different)  <b>ABREVIATION</b>  <b>LEGAL FORM</b>  <b>ORGANISATION TYPE FOR PROFIT</b>  <div style="display: flex; justify-content: space-between;"> <span>NOT FOR PROFIT</span> <span>NGO ② YES NO</span> </div>			
<b>MAIN REGISTRATION NUMBER</b> ③  <b>SECONDARY REGISTRATION NUMBER</b> (if applicable)  <div style="display: flex; justify-content: space-between;"> <b>PLACE OF MAIN REGISTRATION</b> <b>CITY</b> <b>COUNTRY</b> </div>			
<b>DATE OF MAIN REGISTRATION</b>  <div style="display: flex; justify-content: space-around;"> <span>DD</span> <span>MM</span> <span>YYYY</span> </div>			
<b>VAT NUMBER</b>  <b>ADDRESS OF HEAD OFFICE</b>  <div style="display: flex; justify-content: space-between;"> <b>POSTCODE</b> <b>P.O. BOX</b> <b>CITY</b> </div>			
<div style="display: flex; justify-content: space-between;"> <b>COUNTRY</b> <b>PHONE</b> </div>			
<b>E-MAIL</b>			
<b>DATE</b>		<b>STAMP</b>	
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>			

- 
- 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 (Kindly provide a bank letter confirming this account)**

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

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

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

NAME AND SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

<sup>8</sup> 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.

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

### **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, humanrights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

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

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

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

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions>  
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europeennes-ue>  
[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)  
[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

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

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

Place, date: .....

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

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

- Neither 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 <sup>10</sup>				

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

### Technical and professional capacity form

#### List of main similar assignments

##### Lot 1: Provision of Graphic Design Services

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

### Certificates of completion

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

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<sup>10</sup> Last accounting year for which the entity's accounts have been closed.

**Subcontractors (if applicable)**

Name and legal form	Address / Registered office	Object

**Lot 2: Provision of graphic design training services**

Description of the main similar assignments <u>totally</u> performed	(min. 2)	Amount involved	Completion date in the last 3 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

**Certificates of completion**

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

**Subcontractors (If applicable)**

Name and legal form	Address / Registered office	Object

**Lot 1: Key experts**

Tender Specifications – Procurement reference number: 2800UGA-10141

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

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

#### **Lot 2: Key experts**

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

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

#### **6.3.2 TECHNICAL PROPOSAL**

The technical proposals for each lot may be presented in free format not exceeding ten pages, but it shall include the technical methodology and project management proposals.

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### 6.3.3 FINANCIAL PROPOSAL

#### Lot 1: Provision of Graphic Design Services

##### 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.

**Table 1: Design of Communication materials**

No.	Item	Specifications	UoM	Qty	unit prices exc. VAT in EUR
1.	Reports	<ul style="list-style-type: none"><li>- A4, A5, or A7 paper size</li><li>- Full-colour printing</li><li>- The cover page shall have Enabel and partner logos in their appropriate locations</li></ul>	Per page	1	
2.	Training manuals	<ul style="list-style-type: none"><li>- A4, A5, or A7 paper size</li><li>- Full-colour design</li><li>- Clear illustrations and pictorial</li></ul>	per page	1	
3.	Brochures	<ul style="list-style-type: none"><li>- American format or A4</li></ul>	per page	1	

Tender Specifications – Procurement reference number: 2800UGA-10141

		<ul style="list-style-type: none"> <li>- Tri-fold brochure size 8.5" x 11" (unfolded paper), and 8.5" x 3.69" (after folding the paper three times).</li> <li>- Full-colour design</li> <li>- Clear illustrations and pictorial</li> </ul>			
4.	Flyers	<ul style="list-style-type: none"> <li>- Custom A5, A4, A7, or A2 paper size A4 (8.3" x 11.7"), A5: 8.3" x 5.8" or A6: 5.8" x 4.1" depending on content</li> <li>- Full-colour design</li> </ul>	per page	1	
5.	Posters	<ul style="list-style-type: none"> <li>- 24x36 or 27x40 depending on the content and purpose.</li> </ul>	per page	1	
6.	Storybooks	<ul style="list-style-type: none"> <li>- 5" x 8")</li> <li>- Full colour on both sides</li> </ul>	per page	1	
8.	Envelope	<ul style="list-style-type: none"> <li>- White with Enabel logo and address</li> <li>- The Enabel logo and address should be placed on the top left of the envelope</li> </ul>	per design/ artwork	1	
9.	Compliments card	<ul style="list-style-type: none"> <li>- Full colour</li> <li>- Varying sizes of between A5 and A7 depending on request</li> <li>- Enabel logo in its original colours</li> </ul>	per design/ artwork	1	
10.	Business cards	<ul style="list-style-type: none"> <li>- Size of 85 mm x 55 mm</li> <li>- Full colour</li> </ul>	per design/ artwork	1	
11.	Event banners	<ul style="list-style-type: none"> <li>- Varying background colours according to Enabel branding colours</li> <li>- Aller, Georgia or Calibri font</li> </ul>	per design/ artwork	1	

		<ul style="list-style-type: none"> <li>- Enabel and Partner logos in their original shapes and colours</li> <li>- Mantra for the event for which the banner is being made</li> <li>- Full colour</li> <li>- Varying sizes; small, medium, and large</li> </ul>			
12.	Launch banners	<ul style="list-style-type: none"> <li>- Varying background colours according to Enabel branding colours</li> <li>- Aller, Georgia or Calibri font</li> <li>- Enabel and Partner logos in their original shapes and colours</li> <li>- Project or event for which the banner is being made</li> <li>- Full-colour printing</li> <li>- Varying sizes; small, medium, and large</li> </ul>	per design/artwork	1	
13.	Pull-up banners	<ul style="list-style-type: none"> <li>- Size: 800mm x 2000m or 80 x 199 cm format</li> <li>- Full-colour printing</li> </ul>	per design/artwork	1	
14.	Backdrop banners	<ul style="list-style-type: none"> <li>- White background</li> <li>- Enabel and partner logos</li> <li>- Varying sizes as per request</li> </ul>	per design/artwork	1	
15.	Signboards	<ul style="list-style-type: none"> <li>- White background material</li> <li>- Aller or Calibri bold fonts</li> <li>- Dark grey colour of fonts</li> <li>- Writings should be done in lowercase initials</li> <li>- Only the Enabel logo for the country signboard</li> </ul>	per design/artwork	1	

		<ul style="list-style-type: none"> <li>- Enabel, partner and funder logos for the regional and project signboards</li> </ul>			
16.	Teardrop banners	<ul style="list-style-type: none"> <li>- Double-sided flag print</li> <li>- Small, medium, or large sizes.</li> </ul>	per design/artwork	1	
18.	Calendars	<ul style="list-style-type: none"> <li>- Full-colour printing</li> <li>- Varying landscape sizes of A4, A2, or A5</li> <li>- Enabel logo on the bottom left.</li> </ul>	per page	1	
19.	Stickers	<ul style="list-style-type: none"> <li>- 360 x 240 mm format for car stickers (only Enabel logo on it)</li> <li>- Other project stickers can be in A4, A5 and A7 sizes</li> <li>- Full-colour printing</li> </ul>	per design/artwork	1	
20.	Notebooks	<ul style="list-style-type: none"> <li>- A4, A5, A7 of Portrait or landscape orientation</li> <li>- Full colour with logos of Enabel, partners, and funders on the cover and inside pages</li> </ul>	per design/artwork	1	
21.	Knowledge management boards/Information boards	<ul style="list-style-type: none"> <li>- Full-colour design</li> <li>- Varying sizes depending on request; A7, A5, A4, and A2</li> </ul>	per design/artwork	1	
22.	Branding boards	<ul style="list-style-type: none"> <li>- Full-colour design</li> <li>- Varying sizes depending on request</li> </ul>	per design/artwork	1	
23.	Certificates	<ul style="list-style-type: none"> <li>- Full-colour design</li> <li>- Custom sizes of A4, or A5</li> </ul>	per design/artwork	1	

		<ul style="list-style-type: none"> <li>- Varying background colour according to Enabel branding colours</li> <li>- Paperweight 80-100 g/m2</li> </ul>			
24.	Dummy tickets	<ul style="list-style-type: none"> <li>- Full-colour design</li> <li>- Aller, Georgia, or Calibri fonts</li> <li>- Landscape orientation of A4, A2 or A0 variations</li> </ul>	per design/artwork	1	
25.	Jumpers	<ul style="list-style-type: none"> <li>- Logo: Embroidered white Enabel logo on the front designed on black jumper</li> </ul>	per design/artwork	1	
26.	T-shirts	<ul style="list-style-type: none"> <li>- Logo-embroidered white Enabel logo on the front designed on black T-shirt</li> </ul>	per design/artwork	1	
25.	Name tags	<ul style="list-style-type: none"> <li>- Size: 7cms width &amp; 2.5cm in height</li> <li>- Branded with Enabel Logo</li> <li>- Name and titles in Aller, Georgia and Calibri font</li> <li>- Artwork shall be provided before production</li> </ul>	per design/artwork	1	
26.	Bags	<ul style="list-style-type: none"> <li>- Enabel and or partner logos on full color</li> <li>- Artwork shall be provided for review and approval before production</li> </ul>	per design/artwork	1	
27.	Car tyre covers	<ul style="list-style-type: none"> <li>- Enabel logos in full colour</li> <li>- Artwork shall be provided for review and approval</li> </ul>	per design/artwork	1	
28.	Bracelets	<ul style="list-style-type: none"> <li>- Artwork to be provided for review and approval before full production.</li> </ul>	per design/artwork	1	
VAT percentage (if applicable):					18%

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Total unit price	
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted to the withholding tax regulation of Uganda	

**Table 2: Social media banner designs**

Items	Instagram	Facebook	LinkedIn	Twitter (X)	Qty	UoM	Unit prices exc. VAT in Euros
Landscape	1080X566px	1200X630px	1200X627px	1600X900px	1	Pc	
Portrait	1080X1350px	1080X1350px	1080X1350px	1080X1350px	1	Pc	
Square	1080X1080px	1080X1080px	1080X1080px	1080X1080px	1	Pc	
VAT percentage (if applicable):							
Total unit price							
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted to the withholding tax regulation of Uganda							

Name and first name: .....

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

Place and date: .....

Signature: .....

## Lot 2: Provision of Graphic Design Training Services

### 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.

No.	Description	Unit of measure	Qty	Unit price	Lump-sum unit prices exc. VAT*
1.	Pre-training Skills Assessment and Training Programme Development	Person days	7	€	€
2.	Training Delivery and Trainee Evaluation	Person days	5	€	€
3.	Preparation of the final training report	Person days	3	€	€
Total price in Euros excl. VAT					...€
VAT percentage (if applicable):					...%
Amount in Words: .....					
.....					

Tender Specifications – Procurement reference number: 2800UGA-10141

This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted to the withholding tax regulation of Uganda

Name and first name: .....

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

Place and date: .....

Signature: .....