



Tender Specifications

Public services contract to provide targeted and tailored business support to 10 tourism SMEs operating in the subregions of focus (Kampala metropolitan area, Albertine, Rwenzori and Busoga).

Negotiated procedure with prior publication

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Table of Content

1	Terms of reference.....	6
1.1	Requirements for the services and the deliverables.....	6
1.1.1.2	Background information	6
1.1.1.3	Objective of the assignment	8
1.1.1.4	Methodology	9
1.1.1.5	Scope of work and key tasks	11
1.1.1.6	Deliverables:.....	12
1.1.1.7	Timeline for activities	12
1.2	Quality Management	13
1.3	Requirements for the resources	13
1.3.1	Human Resources.....	13
1.3.1.1	Selection of the team.....	13
1.3.1.2	Qualifications of the Team.....	14
1.3.1.3	Management of the Team	16
2	General provisions	17
2.1	Derogations from the General Implementing Rules	17
2.2	Contracting authority	17
2.3	Institutional setting of Enabel	17
2.4	Rules governing the procurement contract	18
2.5	Definitions	19
2.6	Processing of personal data by the contracting authority and confidentiality.....	21
2.6.1	Processing of personal data by the contracting authority	21
2.6.2	Confidentiality	21
2.7	Deontological obligations.....	21
2.8	Applicable law and competent courts.....	23
3	Modalities of the contract.....	24
3.1	Type of contract	24
3.2	Scope of the contract	24
3.2.1	Subject-matter	24
3.2.2	Items.....	24
3.2.3	Variants	24
3.3	Duration of the contract.....	24
4	Special contractual provisions.....	25
4.1	Managing official (Art. 11).....	25
4.2	Subcontractors (Art. 12 to 15).....	26
4.3	Confidentiality (art. 18)	26

4.4 Protection of personal data.....	27
4.4.1 Processing of personal data by the contracting authority	27
4.4.2 Processing of personal data by a subcontractor	27
4.5 Intellectual property (Art. 19 to 23)	28
4.6 Performance bond (Art. 25 to 33)	28
4.7 Conformity of performance (Art. 34)	30
4.8 Changes to the procurement contract (Art. 37 to 38/19).....	30
4.8.1 Replacement of the contractor (Art. 38/3)	30
4.8.2 Adjusting the prices (Art. 38/7)	32
4.8.3 Indemnities following the suspensions ordered by the contracting authority.....	33
during performance (Art. 38/12)	33
4.8.4 Unforeseen circumstances.....	33
4.9 Preliminary technical acceptance (Art. 42)	34
4.10 Performance modalities (Art. 146 et seq.)	34
4.10.1 Deadlines and terms (Art. 147)	34
4.11 Inspection of the services (Art. 150)	35
4.12 Liability of the service provider (Art. 152-153)	35
4.13 Zero tolerance Sexual exploitation and abuse	36
4.14 Means of action of the contracting authority (Art. 44-51 and 154-155)	36
4.14.1 Failure of performance (Art. 44)	37
4.14.2 Fines for delay (Art. 46 and 154).....	37
4.14.3 Measures as of right (Art. 47 and 155)	37
4.15 End of the procurement contract	38
4.15.1 Acceptance of the services performed (Art. 64-65 and 156).....	38
4.15.2 Invoicing and payment of services (Art. 66 to 72 – 160).....	39
4.16 Litigation (Art. 73)	40
5 Procurement procedure.....	41
5.1 Type of procedure	41
5.2 Publication.....	41
5.2.1 Enabel publication.....	41
Further notification	41
5.3 Information	41
5.4 Preparation and Submission of Tenders	42
5.4.2 Submission of tenders.....	44
5.4.3 Change or withdrawal of a tender that has already been submitted.....	45

5.5 Opening and evaluation of Tenders	46
5.5.1 Opening of tenderers	46
5.5.2 Evaluation of Tenders.....	46
5.5.2.1 Selection of tenderers	46
5.5.2.2 Award criteria evaluation.....	48
5.6 Award and Conclusion of Contract.....	50
5.6.1 Awarding the contract.....	50
5.6.2 Concluding the contract	50
6 Annexes.....	51
6.1 Technical documents	51
6.2 Contractual Documents.....	51
6.3 Procedural Documents – Tender Forms	52
6.3.3 FINANCIAL PROPOSAL	65

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 as specified hereafter by applying a technical methodology, which factors in the following aspects.

1.1.1.2 Background information

In June 2023, the government of Uganda and the Kingdom of Belgium renewed their partnership and signed a cooperation agreement for 5 years (2023-2028; bilateral agreement). In October 2023, Enabel and the European Union signed a Contribution Agreement, equally for new 5-year programming. Under this framework, Enabel, the Belgian development agency, implements its new Country Portfolio (2023-2028).

The country portfolio is structured by two pillars. The first pillar focuses on providing young people, and 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). The pillar will be implemented through one project, “WeWork – Green and Decent Jobs for Youth”, integrating both Belgian/bilateral and EU funding.

The specific objective of the WeWork project is “Young people, especially young women, acquire skills and find decent jobs or self-employment opportunities in agriculture and the green and sustainable economy.”

The project aims to achieve the specific objective through the following results. On the supply-side of the labour market, the project will target increased employability of youth by: (Result 1) Promotion of TVET for green economy and for agriculture as employment pathways; (Result 2) Increase access to quality and demand-driven formal and non-formal skills development. To better connect labour supply and demand, the project will further (Result 3) Increase the provision and access to general employment services ensuring that work-ready youth access decent jobs. To enhance access to self-employment as an important pathway towards economic resilience, the project will (Result 4) Support vulnerable youth and especially young women to develop sustainable micro- or small businesses that enable them to generate a decent income. Finally on the demand side, the project aims to enhance the capacity of the private sector to create more decent jobs by enhancing the sustainability and production of existing businesses. This will be achieved through (Result 5) Enterprise development and (Result 6) Value chain development in agriculture and the green economy.

Under result area 5, the project aims to enhance the competitiveness and decent job creation potential of enterprises operating in the value chains and regions of focus, through tailored, non-financial business support. Targeted enterprises are viable Small and Medium Enterprises in the prioritized value chains with a clear market opportunity/potential to scale and related potential to create new, decent jobs for youth.

The sustainable tourism and hospitality value chain is amongst the value chains prioritized in the WeWork project. Tourism is a key pillar of Uganda's economy, contributing 5.9% to GDP (pre-COVID-19) and supporting employment for approximately 670,000 individuals. However, despite its vast natural and cultural wealth, Uganda lags behind regional competitors like Kenya and Tanzania in attracting international visitors. The sector remains highly dependent on nature-based tourism concentrated in national parks, with limited diversification in tourism offerings.

The lack of diversified offerings limits Uganda's ability to develop a competitive sustainable tourism value chain that can attract high-value international and domestic customer segments. While Uganda has a rich cultural heritage, diverse landscapes, and potential for adventure tourism, community-based tourism and agritourism, the limited offer of well-packaged, market-ready, and sustainably managed tourism products limits its ability to tap into emerging international niche markets, such as adventure seekers and experiential and eco-conscious travellers. Similarly, Uganda's domestic and regional tourism markets remain underutilized due to a lack of accessible, experience-driven, and affordable tourism options beyond traditional safari circuits.

Small and Medium Enterprises (SMEs) play a critical role in delivering diverse and sustainable tourism products, but they face several challenges that limit their competitiveness, including:

Lack of product diversification: The sector remains heavily focused on wildlife tourism, with limited development of alternative offerings such as adventure tourism, cultural and heritage tourism and agritourism experiences, and SMEs lack the capacity and technical support to develop and market sustainable and demand-driven tourism experiences that align with international best practices;

Technical capacity gaps: SMEs face capacity gaps including in financial management, marketing strategies & digital marketing, and skill gaps in the labour market (soft skills, technical and vocational skills);

Lack of market access and visibility: Many SMEs lack the networks or platforms to engage with foreign and domestic tourism markets, and the branding and marketing to attract international and regional travellers;

Limited access to finance: SMEs lack access to affordable finance due to high interests rates, limited financial instruments suited to tourism business models, and capacity gaps, limiting their ability to scale, or invest in product development or sustainable infrastructure;

Fragmented supply chains: Accommodation, food and beverage providers, and tourism service SMEs lack linkages to local suppliers and local communities, creating inefficiencies and preventing inclusion of communities in the economic benefits of tourism.

To contribute to the development of Uganda's sustainable tourism value chain and to promote the creation of new, decent employment opportunities for youth in the sector, Enabel is developing a public services agreement to provide targeted and tailored business support to 10 tourism SMEs operating in the subregions of focus (Kampala metropolitan area, Albertine, Rwenzori and Busoga).

1.1.1.3 Objective of the assignment

The main objective of the consultancy is to contribute to the development and decent job creation potential of the sustainable tourism sector in Uganda by strengthening the capacity, market access, and sustainability integration of SMEs in the tourism and hospitality value chain.

Specific objectives

1. At least 10 SMEs integrate sustainable business practices and enhance their competitiveness, leading to growth, operational sustainability, and decent job creation (ie. on average 20% YoY revenue growth and the creation and/or improvement of 20 direct decent jobs per SME);
2. At least 10 SMEs successfully position themselves to access new markets and attract untapped international and domestic customer segments;
3. At least 10 SMEs strengthen linkages with local suppliers, communities, and tourism networks, ensuring inclusive growth and local value chain integration;
4. Tourism clusters surrounding at least SMEs are engaged through targeted group activities and coordination efforts, promoting stronger collaboration and the development of subregional sustainable tourism itineraries.

1.1.1.4 Methodology

Target group and geographical scope

The action aims to onboard and support 10 SMEs in the tourism and hospitality value chain operating in Kampala, Mukono or Wakiso districts (Kampala metropolitan area), Hoima district (Albertine subregion), Kabarole, Kasese or Kyegegwa districts (Rwenzori subregion) and Busoga subregion.

Targeted SMEs are to either already integrate sustainability principles into their operations or demonstrate a clear potential and commitment to adopting them. SMEs are to operate formally and will be selected based on the viability of their business model, their growth and decent job creation potential, as well as their willingness to comply with sector regulations, including obtaining or maintaining a valid tourism license from the Uganda Tourism Board (UTB).

The action prioritizes SMEs in the following segments:

- Tourism experience providers: SMEs that operate sustainable tourism activities (nature, adventure, culture and heritage, agritourism, etc) (and) or have potential to (further) develop them;
- Tour operators: Operators with a focus on developing and packaging sustainable tourism itineraries or with potential and strong willingness to adopt such models;
- Accommodations and/or food and beverage providers: Lodges, eco-lodges, hotels, guesthouses, restaurants or other hospitality businesses that integrate sustainable practices or those demonstrating readiness to adopting them. For these segments, the action particularly envisions businesses that source sustainably and support local supply chains, (and) or that have a strong commitment to (further) adopting farm-to-table, low-waste, or local sourcing models.

In addition, the action will engage with tourism cluster actors surrounding the selected SMEs — such as additional experience providers, accommodations, food and beverage businesses, and community-based initiatives—to promote collaboration, coordination, and the joint development of regional tourism offerings. While these actors will not receive the same level of tailored, one-on-one support as the selected SMEs, they will be involved in targeted group activities and trainings aimed at strengthening local linkages and enabling the emergence of integrated, subregional sustainable tourism itineraries.

Business support approach

The technical assistance will be customized to the specific needs of each SME, ensuring demand- and results-driven support. The envisioned support services can include, but are not limited to:

- Sustainable tourism product development and diversification: developing and scaling demand-driven sustainable tourism products, ie. responding to emerging market demand, based on existing market research and linked to local tourism/visitor circuits;
- Market access support through building (digital) marketing and branding capacities and fostering B2B partnerships (eg. with international tour operators or B2B buyers);
- Access to finance support through building capacities in financial management (including profit margin analysis, pricing strategies) and investment readiness (including post-pitching and post-investment support), and through matchmaking with affordable financing opportunities (private investors/funds, financial institutions, access to finance programmes);
- Enhancing quality of service delivery and workforce development through coaching in customer engagement, customer experience, operational efficiency, or upskilling or occupational licencing of staff;
- Fostering local value chain integration by helping SMEs to create stronger linkages with local communities, smallholder farmers or artisans and promoting farm-to-table or cultural or community-based tourism integration;
- Support to adopting sustainability standards and obtain certifications and regulatory compliance to access high-value markets (eg. Fair Trade Tourism, eco-certification)

Approaches to capacity building can be a blend of group trainings and customized individual coaching and mentoring and are to ensure a needs-based approach and to integrate practical learning, sector-specific expertise and market insights.

While the primary focus of this initiative is on supporting SMEs, the project team recognizes an opportunity to address specific challenges in sustainable local sourcing faced by accommodations in rural areas. To this end, the project aims to identify and support 1-2 sustainably operating higher-end lodges that demonstrate a strong commitment but face difficulties in sourcing from local communities. Such lodges would be included within the overall SME target group and would receive tailored support to enhance linkages with local farmers, artisans, and community-based suppliers. Besides fostering connections, practical solutions should be explored that encompass both supply (eg. enhancing quality) and demand sides (eg. creative culinary approaches, community-linked entertainment).

Besides tailored support to at least 10 SMEs, the approach is to include engagements with tourism cluster actors surrounding them through group-based activities (e.g. joint training sessions or peer interactions). This engagement aims to enable clusters to enhance collaboration and coordination and to contribute to the joint development of regional tourism products and subregional sustainable tourism itineraries. Cluster actors are not to receive long-

term or individualized support but will be involved in ways that strengthen the regional tourism offering around the supported SMEs.

Tenderers are expected to further elaborate a proposed methodology, while clearly demonstrating their sector-specific expertise and insights in the needs and constraints of SMEs in the sector, and highlighting concrete relevant opportunities in the targeted subregions of operation.

1.1.1.5 Scope of work and key tasks

The contractor shall undertake the following key activities

1. Consolidate the identification/mapping of relevant tourism SMEs to mobilize for the initiative (nb. the contractor should be able to complement Enabel's mapping from his/her own data resources or previous experiences and is not expected to conduct a mapping);
2. In collaboration with Enabel, consolidate the criteria for selecting SMEs and the evaluation tool to be used to evaluate SMEs against these criteria;
3. In collaboration with Enabel, facilitate the launch of the call for interest (publication and creative/attractive information session);
4. In collaboration with Enabel, select at least 10 SMEs amongst those expressing interest to participate in the support programme;
5. Conduct a diagnostic of each selected SME, analyzing their business model, financial health, market positioning, product and service quality, sustainability practices, decent job creation capacity, and potential of the clusters surrounding them. The assessment will identify key challenges, growth opportunities, and capacity gaps, providing a baseline for tailored business support and the development of individual SME action plans;
6. Based on the diagnostics, guide each SMEs to develop a tailored capacity enhancement roadmap, including gaps/support needs and planned interventions, key milestones, expected outcomes and timelines, promoting co-design and SME ownership.
7. Develop and implement customized business support services and cluster engagement sessions;
8. Develop a system to track and report on the progress of the technical assistance programme and to capture lessons learned and best practices.

1.1.1.6 Deliverables:

The deliverables for the contractor will be as follows:

- I. Inception report consolidating the methodology (including SME selection criteria), work plan/timeline and annexing consolidated tools to be used for expression of interest and SME selection (ie. design for publication of call for interest, application form and evaluation grid) (max 5 pages excluding annexes);
- II. Report of the diagnostic and roadmaps of selected SMEs;
- III. 4 progress reports on capacity building programme demonstrating the achievement of milestones and progress in key performance metrics (each max 10 pages)
- IV. End-line evaluation report (max 25 pages)

1.1.1.7 Timeline for activities

Action	Estimated-person days (for contractor)	Tentative Timing	Deliverables	Responsible
Kick-off + consolidation selection criteria and selection tool	5	1 st Month	Inception report	Service provider + Enabel
Call for interest	4	2 nd month	Publication call and information session	Service Provider + Enabel
Evaluation and selection of SMEs	8	3 rd -4 th months	Evaluation & selection report	Service provider + Enabel
Diagnostics and roadmaps	25	- 5 th -8 th Months	Diagnostic report	Contractor + SMEs
Capacity building	300	9 th -30 th Months	Progress reports, end-line evaluation	Contractor + SMEs

1.2 Quality Management

The contractor is expected to employ a participatory and quality-driven approach to ensure successful design and implementation.

The contractor will establish a strong collaboration with Enabel, ensuring that all phases of the assignment are co-designed and/or validated. This through regular consultations with Enabel focal points to align on objectives and ensure the adaptability of plans to emerging needs, co-creation of tools for the publication of call for interest and selection procedure, as well as the work plan for the assignment, and maintaining an open and transparent communication throughout.

The contractor will further adopt a participatory approach, involving selected SMEs in the needs assessment and roadmap design processes.

To ensure sustainability, the action is to further equip SMEs with actionable recommendations, tools, and resources to ensure the long-term impact of the support, and to pay attention to the strengthening of their organizational resilience by focusing on governance, financial sustainability, and operational effectiveness.

To maintain quality throughout the program, the contractor will develop and implement a quality assurance and monitoring framework that includes quality control measures, risks and mitigation strategies, and clear performance benchmarks and metrics, and periodic assessments and feedback loops to evaluate the effectiveness of technical assistance.

1.3 Requirements for the resources

1.3.1 Human Resources

1.3.1.1 Selection of the team

Composition of the team	<ul style="list-style-type: none">• 1 Coordinator/team leader• A pool of 3 experts
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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.

The composition of the team should ensure a balanced mix of expertise, allowing for a holistic and practical approach to supporting SMEs in the sustainable tourism value chain.

All team members must be locally available in Uganda for the duration of the assignment, ensuring close collaboration with project stakeholders and beneficiaries.

Coordinator/team leader

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

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

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

The Team Leader will be responsible for overall project coordination, strategic direction, and ensuring effective implementation of the SME support initiative.

Individual Experts

The Contractor shall be responsible for selecting the individual expert(s) for delivering the outputs of the specific activities of the contract. However, each individual expert will require all the skills and expertise, as specified in the qualifications section below.

1.3.1.2 Qualifications of the Team

The following requirements will be assessed at the qualitative selection phase Point 5.5.2.1

Coordinator/team lead:

Mandatory minimum requirements for the team leader (to be shown in CV)

- A university degree (minimum Bachelor's level) in business administration, public administration, economics, management, tourism management, international development, or sustainability or social studies.

- At least 5 years of experience in managing business development, SME support, or enterprise capacity-building programs, including in the sustainable tourism and hospitality sectors in East Africa.

Other added requirements (to be shown in CV)

- Proven experience in leading multi-disciplinary teams and managing similar initiatives, particularly in supporting tourism SMEs in market access, financial readiness, and business sustainability;
- Strong understanding of the sustainable tourism and hospitality value chain in Uganda, including constraints of tourism SMEs and opportunities, and insight in tourism supply chains;
- An active network in Uganda's tourism sector, including linkages with tour operators, destination managers, and support institutions.

Individual experts

Mandatory minimum requirements for the team leader (to be shown in CV)

- A university degree (Bachelor's level) in business administration, public administration, economics, management, tourism management, international development, or sustainability or social studies.
- At least 3 years of experience in implementing business development, SME coaching, or enterprise capacity-building programs including in the sustainable tourism and hospitality sectors in East Africa.

Other added requirements (to be shown in CV)

- Strong understanding of the sustainable tourism and hospitality value chain in Uganda, including constraints of tourism SMEs and opportunities, and insight in tourism supply chains.

In addition, the team as a whole will be assessed under award criteria chapter 5 ref point 5.5.2.2

Whole Team requirements

The team must collectively demonstrate technical expertise and experience in the following areas (ie. not required for each individual team member but for the team as a whole- To be assessed under award criteria ref. point 5.5.2.2):

- Enterprise development, financial planning, investment readiness, and revenue/profitability management for SMEs in the tourism and hospitality sector;

- Sustainable tourism product development: Experience in tourism experience design, market-driven product development, itinerary development and sustainability integration;
- Supporting market access and digital visibility of tourism SMEs, including improving online presence, branding, B2B linkages, and access to international and domestic markets;
- Knowledge of the market potential of and demand for regional sustainable tourism products and experiences, particularly those appealing to untapped international and domestic customer segments;
- Experience in developing multi-stakeholder tourism itineraries at local/regional level;
- Building local supply chain linkages, including connections between tourism businesses and local suppliers (e.g., food & beverage producers, artisans, community-based services);
- Business coaching, technical assistance, and skills training, with a focus on enabling SMEs to strengthen operations, improve service quality, and integrate sustainability

1.3.1.3 Management of the Team

The composition of the team should ensure a balanced mix of expertise, allowing for a holistic and practical approach to supporting SMEs in the sustainable tourism value chain.

All team members must be locally available in Uganda for the duration of the assignment, ensuring close collaboration with project stakeholders and beneficiaries.

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

In case of unavailability of a team member, the contractor shall ensure that there is a back-up key expert available in the pool with the same background. Should a key expert become unavailable for any reason for more than one (1) week, the back-up key expert has be provided at short notice. The back-up key expert shall continue the implementation at the required standards.

2 General provisions

2.1 Derogations from the General Implementing Rules

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

2.2 Contracting authority

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

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

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;

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

- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003², as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation³ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁶;

² Belgian Official Gazette of 18 November 2008.

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

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

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

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

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

The Beneficiary: Ministry of Gender, Labour, and Social Development (MoGLSD) who is Enabel's partner

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;

⁷ Belgian Official Gazette 27 June 2017.

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

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

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

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

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

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

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

Litigation: Court action.

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

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

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

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

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

2.6 Processing of personal data by the contracting authority and confidentiality

2.6.1 Processing of personal data by the contracting authority

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

2.6.2 Confidentiality

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

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

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

2.7 Deontological obligations

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

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

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

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

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

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

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

2.8 Applicable law and competent courts

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

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

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

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

3 Modalities of the contract

3.1 Type of contract

This procurement contract is a services contract.

3.2 Scope of the contract

3.2.1 Subject-matter

This public service contract consists in the **provision of targeted and tailored business support to 10 tourism SMEs operating in the subregions of focus (Kampala metropolitan area, Albertine, Rwenzori and Busoga).**

3.2.2 Items

This procurement contract consists of the items stated in part 1.1.1.5 of this tender document. These items are pooled and form one single procurement contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract.

3.2.3 Variants

Each tenderer may submit only one tender. Variants are not permitted.

3.3 Duration of the contract

The procurement contract starts the day following the date of the kick off meeting and last for 30 calendar months. The actual implementation/performance days are 342 person days.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts and for public works concessions' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full. These Tender Specifications derogate from Article(s) 25 - 33 of the GIR- General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)").

4.1 Managing official (Art. 11)

The managing official is the Business Development & Entrepreneurship Expert; Ms. Taminau Laura e-mail; laura.taminau@enabel.be

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

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

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

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

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

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

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

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by a subcontractor

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract including all existing and future modes of exploitation that fall or will fall within the scope of these rights. This assignment of copyright is valid for the entire duration of the rights, including any extensions, throughout the world. Upon acceptance, the intellectual property rights, source codes, technical documents, system design, data reports and system training materials shall automatically transfer to the Beneficiary (Ministry of Gender, Labour and Social Development).

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected, in accordance with Article 19 of the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts.

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

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

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

4.6 Performance bond (Art. 25 to 33)

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.

Tender Specifications – Procurement reference number: UGA22003-10014

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 as completely as possible and return it to the e-mail address: info.cdcdck@minfin.fed.be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.7 Conformity of performance (Art. 34)

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

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

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

§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,
Tender Specifications – Procurement reference number: UGA22003-10014

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 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.

4.8.2 Adjusting the prices (Art. 38/7)

For this tender, price revisions shall be permitted.

The framework agreement 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.

Tender Specifications – Procurement reference number: UGA22003-10014

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

This revision shall be determined by the trend in the harmonised 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.

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 30 calendar months as from the day of the kick-off meeting.

The order form is addressed to the service provider either by any means through which the date of dispatch can be determined unambiguously.

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

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

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

Tender Specifications – Procurement reference number: UGA22003-10014

If necessary, the service provider will ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.

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

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

The customization, configuration, development shall be performed at the contractor's premises/office and deployment and User acceptance training shall be undertaken at Ministry of Gender, Labour and Social Development. Any other relevant meeting will be conducted at a location mutually agreed upon with the contracting authority.

4.11 Inspection of the services (Art. 150)

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

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

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

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

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

The successful tenderer warrants that it owns all copyright in the works created in the performance of this assignment and in all elements (such as databases and developments produced by the GIS-IT developer profile specialising in programming using cartography and qualitative data analysis, photographs, illustrations, graphics, etc.) that make up the aforementioned works. He also confirms that all of the works that he will produce, including the photographs, illustrations, graphics, etc. included therein, do not infringe copyright or any other rights of third parties, or any legislation, and that, in the event that portraits have been included in the works, the necessary and legally required authorisations for use in the context of this

contract have been obtained. The successful tenderer indemnifies the contracting authority and the Beneficiary against any action or claim brought by third parties as to the ownership, content and form of the works created in performance of this contract and undertakes to bear all costs and compensation relating to any action or claim brought by third parties for infringement of intellectual property and/or other rights. If, as a result of any such action or claim, the products and services can no longer be successfully supplied, the successful tenderer shall, without prejudice to its duty to compensate the awarding authority for any loss or damage suffered as a result of its fault, either replace or modify the results in order to avoid the claim of infringement or, if this is not reasonably possible, accept the withdrawal of the offending product or service and reimburse the awarding authority for the costs paid for the latter.

4.13 Zero tolerance Sexual exploitation and abuse

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

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

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

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

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

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

4.14.1 Failure of performance (Art. 44)

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

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

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

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

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

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

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

4.14.2 Fines for delay (Art. 46 and 154)

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

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

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

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

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

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

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

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

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

4.15 End of the procurement contract

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

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

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

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

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service

provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

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.

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

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

Ms. Apedo Macmillan
macmillan.apedo@enabel.be
Financial Controller,
Enabel in Uganda

Only services that have been performed correctly may be invoiced.

The amount owed to the service provider must be paid within thirty days with effect from the date of receipt of 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**.

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

Deliverables	Percent per deliverables
Inception report	10%
Report of the diagnostic and roadmaps of selected SMEs	20%
Approved progress reports on capacity building <ul style="list-style-type: none">• First progress report after 100 days-20%• Second progress report after another 100 days-20%• Third progress report after another 100 days-20%	60%
Approved End-line evaluation report	10%

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 contract is awarded in accordance with Article 41 § 1, 1 of the Law of 17 June 2016 via a Negotiated Procedure with Prior Publication.

5.2 Publication

3.2.1 Enabel publication

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

Further notification

These Tender Specifications are published on the Enabel website <https://www.enabel.be/content/enabel-tenders>

This publication shall constitute of an invitation to tender

The contract notice shall be advertised through New Vision local newspapers

5.3 Information

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

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

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

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

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

5.4 Preparation and Submission of Tenders

Preparation of tenders

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

Content of tenders

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

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

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

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

The tender shall contain the following parts:

1. Administrative Proposal

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Articles of Association Certification in regard to registration/incorporation
- Powers of attorney

- Financial Identification Form (**along with an account confirmation letter from the bank. This account shall not change throughout the contract duration and implementation**)
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- CVs and academic document for the experts
- Subcontractor form (if applicable)
- Financial capacity form

The successful tenderer shall be required to provide the following documents before award

- Tax Clearance Certificate (e.g.; URA, as applicable)
- Social Security Contribution Clearance (e.g. NSSF as applicable)
- An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol);

2. Technical Proposal

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

Technical methodology – List of Benefits (max. 10 pages)

Quality management (max. 5 page)

Project management (max. 5 page)

3. Financial Proposal

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

Determination of prices

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

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

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

Tender Specifications – UGA22003-10014

Elements included in the price

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

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

The packaging;

Training required for operation;

Transfer of ownership of intellectual property and copy rights;

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

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

The tenderer may only submit one tender for the procurement contract.

The tenderer submits his tender as follows:

The tenderer shall submit separately (in separate envelopes), the administrative, technical and financial proposals. The sealed envelopes containing the different proposals shall then be put together and sealed in one big envelope to be submitted to the contracting authority clearly mentioning the tender specification name, reference number and Navision code.

One original copy of the completed tender shall be submitted **on paper (hard copy) clearly signed by the tenderer or his / her representatives**. 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:

- a) By mail (standard mail or registered mail)

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

Enabel Uganda
Contract Service Center
Fort portal Office
Plot 11 Kakiza road

OR

- b) Delivered by hand with acknowledgement of receipt.

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

The tender shall be received by the Contracting Authority before **7th July 2025, at 2:00 PM, Kampala time**. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

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

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

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

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

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

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

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

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

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

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

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

Selection criteria

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

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 50,000 Euros during the past three financial years
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience

Minimum Standard	Minimum of 1 similar assignment within the scope of capacity building in tourism and hospitality sector in the East African region which were totally and successfully completed in the last 5 years.
2.2	Sufficient human resources
Minimum Standard	Sufficient team with required profile See Points 1.3.1.2.

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 Award criteria evaluation

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

- **Qualitative award criteria: 60 %**

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

N.	Qualitative Award Criteria	Max. Points:
		60
1.	Quality of the proposed Technical Methodology <ul style="list-style-type: none"> • Clarity, coherence and relevance of the methodology/strategies for selecting SMEs, diagnosing their needs, and delivering tailored technical assistance that contributes to business growth, sustainability, and decent job creation (18); • Relevance and added value of the proposed approach for engaging surrounding tourism cluster actors (6) 	30

	<ul style="list-style-type: none"> Demonstrated understanding of the needs and opportunities in the sustainable tourism and hospitality sector in the target regions, and knowledge of market potential and demand for regional sustainable tourism products and experiences (6) 	
2.	Quality of the proposed quality management <ul style="list-style-type: none"> Quality assurance framework (monitoring, review and feedback mechanisms, data collection & analysis) and risk management 	10
3.	Quality of the proposed Project Management <ul style="list-style-type: none"> Coherence and practicality of the work plan, division of roles and responsibilities of team members, communication, coordination, replacement plan 	5
4.	Overall Team relevance and (experience beyond the minimum required in point 1.3.1.2) Depth of expertise/knowledge and practical experience in the area matter in Uganda of the team and complementarity of team members' expertise/experience. This will be assessed through the CVs submitted for the proposed experts Level of specialised experience in developing Tourism SMEs in Uganda, Complementary of the team	15

Only tenders with scores of at least 35 points out of 60 points qualify for the financial evaluation.

- Price: 40 %;

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

Points tender A = $\frac{\text{Amount of lowest tender}}{\text{Amount of tender A}} \times 40$

Amount of tender A

Tender Specifications – UGA22003-10014

Final score

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

5.6 Award and Conclusion of Contract

5.6.1 Awarding the contract

This procurement contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

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.

5.6.2 Concluding the contract

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

Notification is via e-mail.

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

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

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

6 Annexes

6.1 Technical documents

N/A

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:

6.3 Procedural Documents – Tender Forms

6.3.1 ADMINISTRATIVE PROPOSAL

Identity form

I. PERSONAL DATA FAMILY NAME(S) ① FIRST NAME(S) ① DATE OF BIRTH JJ MM YYYY PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE) TYPE OF IDENTITY DOCUMENT IDENTITY CARD PASSPORT DRIVING LICENCE ② OTHER ③ ISSUING COUNTRY IDENTITY DOCUMENT NUMBER PERSONAL IDENTIFICATION NUMBER ④ PERMANENT PRIVATE ADDRESS POSTCODE P.O. BOX CITY REGION ⑤ COUNTRY PRIVATE PHONE PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY

	COUNTRY
DATE	SIGNATURE

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

Legal person entity private/public legal body

OFFICIAL NAME ② ABREVIATION MAIN REGISTRATION NUMBER ③ SECONDARY REGISTRATION NUMBER (if applicable) <table style="width: 100%;"> <tr> <td style="width: 40%;">PLACE OF MAIN REGISTRATION</td> <td style="width: 20%;">CITY</td> <td style="width: 40%;">COUNTRY</td> </tr> </table> DATE OF MAIN REGISTRATION <div style="text-align: center;">DD MM YYYY</div> VAT NUMBER OFFICIAL ADDRESS <table style="width: 100%;"> <tr> <td style="width: 30%;">POSTCODE</td> <td style="width: 30%;">P.O. BOX</td> <td style="width: 40%;">CITY</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">COUNTRY</td> <td style="width: 40%;">PHONE</td> </tr> </table> E-MAIL				PLACE OF MAIN REGISTRATION	CITY	COUNTRY	POSTCODE	P.O. BOX	CITY	COUNTRY	PHONE
PLACE OF MAIN REGISTRATION	CITY	COUNTRY									
POSTCODE	P.O. BOX	CITY									
COUNTRY	PHONE										
DATE		STAMP									
SIGNATURE OF AUTHORISED REPRESENTATIVE											

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

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

③ Registration number in the national register of the entity.

Public law entity

OFFICIAL NAME^① BUSINESS NAME (if different) ABREVIATION LEGAL FORM ORGANISATION TYPE FOR PROFIT <div style="display: flex; justify-content: space-between; margin-top: 10px;"> NOT FOR PROFIT NGO^② YES NO </div>			
MAIN REGISTRATION NUMBER^③ SECONDARY REGISTRATION NUMBER (if applicable) <div style="display: flex; justify-content: space-between; margin-top: 10px;"> PLACE OF MAIN REGISTRATION CITY COUNTRY </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> DATE OF MAIN REGISTRATION DD MM YYYY </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> VAT NUMBER </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> ADDRESS OF HEAD OFFICE </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> POSTCODE P.O. BOX CITY </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> COUNTRY PHONE </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> E-MAIL </div>			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

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

① NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

② Registration number in the national register of companies. See table with corresponding field denomination by country.

Financial identification form

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory) Name: Title :	DATE (Obligatory)
---	--------------------------

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-financieres/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/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

- 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 3 € or NC	Year 2 € or NC	Year 1 € or NC	Average € or NC
Annual turnover, excluding this public contract ¹⁰				

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

¹⁰ Last accounting year for which the entity's accounts have been closed.

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignments <u>totally</u> performed	Location	Amount involved	Completion date in the last 5 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

Certificates of completion

For each of the assignments listed, the tenderer must provide in the administrative proposal as annexes to this form provide 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

Name and legal form	Address / Registered office	Object

6.3.2 TECHNICAL PROPOSAL

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

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

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

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

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

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

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

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

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

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

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

N°	Description	Lump-sum total prices exc. VAT*
1.	Public services agreement to provide targeted and tailored business support to 10 tourism SMEs operating in the subregions of focus (Kampala metropolitan area, Albertine, Rwenzori and Busoga).	€
VAT percentage (if applicable):		18%

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

NOTE: The tenderer shall include a detailed cost breakdown sheet detailing the lumpsum price stated in the financial offer form.

