



Tender Specifications

Framework contract for Provision of Consultancy Services for work readiness and customised soft skills trainings.

Negotiated procedure with prior publication

Reference number: UGA22003-10083

Navision code: UGA22003

Contents

1	Technical Specifications	6
1.1	Requirements for the services and the deliverables	6
1.1.1	Background Information.....	6
1.2.1	Scope of work for Lot 1 - To deliver work readiness soft skills training to 600 diploma certificate and degree graduates.	7
1.2.1.1	Objective	7
1.2.1.2	Specific Tasks for the service provider	7
1.2.1.3	Contracting authority tasks (Enabel)	9
1.2.1.4	Location of activities.....	10
1.2.1.5	Timeline of activities.....	10
1.2.1.6	Expected Deliverables:	11
1.2.2	Scope of work for Lot 2 - To deliver customised soft skills training to 2500 participants.....	11
1.2.2.1	Objective	11
1.2.2.2	Specific Tasks for the service provider	11
1.2.2.3	The Contracting Authority tasks.....	15
1.2.2.4	Location of activities.....	15
1.2.2.5	Deliverables:	16
1.2	Quality management	17
1.3	Project Management	18
1.4	Requirements for the resources.....	19
1.4.1	Management of the team	19
2	General provisions	25
2.1	Derogations from the General Implementing Rules.....	25
2.2	Contracting authority	25
2.3	Institutional setting of Enabel	25
2.4	Rules governing the procurement contract	26
2.5	Definitions	27
2.6	Processing of personal data by the contracting authority and confidentiality	29
2.6.1	Processing of personal data by the contracting authority	29
2.6.2	Confidentiality	29
2.7	Deontological obligations	30
2.8	Applicable law and competent courts	31
3	Modalities of the contract.....	32

3.1 Type of contract	32
3.2 Scope of the contract	32
3.2.1 Subject-matter	32
3.2.2 Division into Lots	32
3.2.3 Items	32
3. 3 Variants	32
3.4 Duration of the contract.....	32
3.5 Quantities	33
3.6 Value of the contract	33
4 Special contractual provisions.....	34
4.1 Managing official (Art. 11).....	34
4.2 Subcontractors (Art. 12 to 15)	35
4.3 Confidentiality (art. 18)	35
4.4 Protection of personal data.....	36
4.4.1 Processing of personal data by the contracting authority	36
4.4.2 Processing of personal data by a subcontractor	36
4.5 Intellectual property (Art. 19 to 23)	37
4.6 Performance bond (Art. 25 to 33)	37
4.7 Conformity of performance (Art. 34)	39
4.8 Changes to the procurement contract (Art. 37 to 38/19)	39
4.8.1 Replacement of the contractor (Art. 38/3)	39
4.8.2 Adjusting the prices (Art. 38/7)	41
4.8.3 Indemnities following the suspensions ordered by the contracting authority	42
during performance (Art. 38/12).....	42
4.8.4 Unforeseen circumstances	43
4.9 Preliminary technical acceptance (Art. 42)	43
4.10 Performance modalities (Art. 146 et seq.)	43
4.10.1 Deadlines and terms (Art. 147)	43
4.11 Inspection of the services (Art. 150).....	44
4.12 Liability of the service provider (Art. 152-153).....	44
4.13 Zero tolerance Sexual exploitation and abuse	45
4.14 Means of action of the contracting authority (Art. 44-51 and 154155).....	45
4.14.1 Failure of performance (Art. 44).....	45
4.14.2 Fines for delay (Art. 46 and 154)	46

4.14.3 Measures as of right (Art. 47 and 155).....	46
4.15 End of the procurement contract.....	47
4.15.1 Acceptance of the services performed (Art. 64-65 and 156)	47
4.15.3 Invoicing and payment of services (Art. 66 to 72 – 160).....	47
4.16 Litigation (Art. 73).....	49
5 Procurement procedure.....	50
5.1 Type of procedure	50
5.2 Publication	50
5.2.2 Further notification	50
5.3 Information.....	50
5.4 Preparation and Submission of Tenders.....	51
5.4.1 Preparation of tenders	51
5.4.2 Validity of tenders	54
5.4.3 Submission of tenders	54
5.4.3 Change or withdrawal of a tender that has already been submitted	55
5.5 Opening and evaluation of Tenders	55
5.5.1 Opening of tenderers	55
5.5.2 Evaluation of Tenders.....	55
5.5.2.2 Award criteria evaluation	58
5.6 Award and Conclusion of Contract.....	59
5.6.1 Awarding the framework agreement.....	59
5.6.2 Concluding the contracts.....	60
6 Annexes.....	61
6.1 Technical documents	61
6.2 Contractual Documents	61
6.3 Procedural Documents – Tender Forms.....	62
6.3.1 ADMINISTRATIVE PROPOSAL	62
6.3.2 TECHNICAL PROPOSAL.....	75
6.3.3 FINANCIAL PROPOSAL	76

DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES

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

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

1 Technical Specifications

1.1 Requirements for the services and the deliverables

1.1 Technical methodology

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

- **Lot 1 - To deliver work readiness soft skills training to 600 diploma certificate and degree graduates.**
- **Lot 2 - To deliver customised soft skills training to 2500 participants**

1.1.1 Background Information

Uganda's labour market faces a puzzling paradox: high unemployment rates and many unfilled job vacancies. This issue highlights the widening gap between the skills possessed by young graduates entering the workforce and the competencies demanded by employers. The phenomenon often referred to as a "skills mismatch," is primarily attributed to two key factors: the lack of relevant work experience among new graduates and a deficiency in essential employability skills often referred to as "soft skills" that are critical for success in the workplace. While various initiatives to help Ugandan youth transition from education to employment are launched, a critical gap remains in addressing the specific needs of TVET and degree-holding graduates from tertiary institutions. Many of these graduates find themselves unable to meet the expectations of employers, not due to a lack of technical knowledge but because they lack the necessary soft skills that are increasingly required in today's competitive labour market. Moreover, very few programs offer standardized frameworks for the delivery of soft skills training or that provide certification for participants to demonstrate their proficiency in these competencies. The absence of structured, recognized programs that focus on enhancing soft skills means that many graduates are left without the tools they need to secure and succeed in employment.

Therefore, there is a need to develop a comprehensive program to equip TVET/degree-holding graduates with the soft skills to enable fresh graduates to acquire employability skills. The standardized, certification-based soft skills program would not only benefit the graduates directly involved but also provide a replicable framework for future workforce development initiatives. The selected training providers will be expected to deliver high quality, off the job

training, ensuring that the graduates acquire the necessary soft skills to meet the expectations of potential employers and successfully integrate into the labour market.

To address this challenge, the Work Readiness Program (WRP), implemented under the Decent Work Project in partnership with The Federation of Uganda Employers, was formulated to provide targeted support for graduates in their transition to full employment. The graduates will be trained in soft skills and subsequently facilitated in securing their first jobs, enabling them to gain experience in the job market. This project is designed to engage specialized training providers who are experienced in delivering soft skills training to youth and women.

1.2.1 Scope of work for Lot 1 - To deliver work readiness soft skills training to 600 diploma certificate and degree graduates.

1.2.1.1 Objective

To deliver soft skills training to 600 TVET/University graduates:

The service provider will implement a tailored soft skills curriculum already developed by Enabel to address the specific needs of graduates entering key sectors such as Tourism and Hospitality, Agriculture, and the Green Economy. The training will focus on developing essential competencies such as communication, teamwork, problem solving, adaptability, time management, and customer service, ensuring the training meets industry standards and employer expectations.

1.2.1.2 Specific Tasks for the service provider

Task 1 Content creation and delivery following an existing curriculum

- Analyzing training needs assessment report to inform the development of training content
- Develop training content referring to existing 6 module soft skills curriculum
- Design case studies, simulations, and group activities to facilitate experiential learning.
- Provide a training information pack with all learning materials for the training that may include point presentations, training manual, exercises and case studies etc.)

Task 2 Facilitation

- Assign qualified trainers with experience in soft skills training to conduct the training.
- Facilitate interactive and engaging workshops, using a mix of training methods (lectures, role-plays, and group work).

- Conduct orientation sessions for graduates, introducing them to the soft skills training and its relevance to preparing them for the world of work.

Task 3 Monitoring and Evaluation:

- Continuously monitor and adjust the training delivery to suit the needs and learning styles of participants during the trainings.
- Provide detailed progress reports and feedback to Enabel, indicating the strengths and areas of improvement for each graduate.
- Develop and administer training evaluation forms and analyse the answers to form part of the training report. The contracting authority will provide a standard outline for the Training Evaluation Form to guide the trainer collect all data required for M&E purposes.
- Evaluate each training to ascertain if it met the training objectives, improved participants' skills, evaluating how well participants understood and can apply the skills learned in work settings, identifying gaps and highlighting areas that need improvement or additional training for the participants and gaps in the logistical arrangements.
- Assessing the training's ability to provide a return on investment in terms of performance improvement, verify the level of satisfaction of participants with the training, gathering feedback from participants on the training areas to refine future training programs and supporting decision
- Participate in the project monitoring and evaluation activities to ensure knowledge transfer, sharing lessons and recommendation for the sustainability and long-term impact of the training. Participating in the projects reviews and evaluations will be a step in always sharing trainer's experiences on conducting the training's.

Task 4 Reporting

- Providing a training report to the contracting authority after each training workshop within two weeks at the end of each course. The report should include
- Pre/post-training assessment results Quality pictures for each training workshop Training evaluation report with feedback analysis, recommendations for follow-up training or reinforcement activities
- Taking quality pictures (High Definition jpegs) during the course and providing them to the contracting authority in digital version.
- Lists of participants with participants' contacts, gender, and other inclusive disaggregated data. Also, provide an analytical report on participants' participation, indicating the names of the ones that attended at least $\frac{3}{4}$ of the training.

Task 5 Administration of the trainings

- Manage the delivery of the trainings ensuring registration of all the participants for each of the days of the training.
- Ensure accurate registration of participants at the training. The data to be considered for registration purposes includes identification details, including names, numbers, and contact details (telephone numbers for use during payment of relevant facilitation.
- Informing the contracting authority immediately in case of any changes to the anticipated participants' list.
- Provide general assistance to the participants during the trainings/workshops, liaising with the contracting authority's personnel or its partners to assist the graduates during the trainings whenever they attend.
- Provide administrative support staff in each of the trainings. Where necessary. However, this administrative support cannot be invoiced separately and their cost should be included in the unit price per day.
- Provide a work plan to the Contracting authority before conducting any training. Each work plan will specify the number of trainers required for the assignment.

Task 6 Training materials and equipment

- Provide training equipment at least one personal laptop per trainer and a functional projector which will be needed to conduct the training.
- Monitor the efficient utilisation of training equipment when provided by the contracting authority or its partners.
- Give a signed Certificates of participation to the participants.

1.2.1.3 Contracting authority tasks (Enabel)

The contracting Authority will procure, manage and provide the logistics that are required for the graduates training workshops. It's key that decent and suitable training facilities are available for all training workshops. In line with this task, the contracting authority shall provide the following;

- I. Set the dates for the trainings and inform the relevant parties, including the service provider
- II. Identify and procure and book training venues
- III. Organise the necessary logistics for participants, including training workshop venues, accommodation, transportation meals

- IV. Liaise with the grantees (FUE) to ensure that the graduates to be trained are mobilised and properly invited to participate in the training.
- V. The Contracting Authority will share lists of screened graduates to be trained and any other information concerning those to be trained.
- VI. Provide registration forms that are customised to capture data that is required for reporting by Enabel.
- VII. Provide Certificates of participation to the service provider to sign and give to the participants who attend at least ¾ of the training.
- VIII. Provide training materials such as flip charts, markers, notebooks and pens, and badges/nametags for the participants
- IX. Provide allowances to participants based on the approved list of participants

1.2.1.4 Location of activities

The training will be delivered in the following areas.

- Kampala Metropolitan: Kampala, Mukono and Wakiso.
- Rwenzori region: Fort portal City, Kyegegwa, Kasese, Kabarole, Kamwenge, Bundibugyo, Ntoroko , Bunyangabu,
- Albertine region: Hoima district; Kibale, Kagadi, Kikube, Kiryandongo, Masindi

1.2.1.5 Timeline of activities

The maximum implementation period for the soft skills training will be **9 months** within which 12 cohorts of 50 graduates trained four to five days each.

The proposed timeframe will include the following:

Phase	Activities	Timeframe
Phase 1: Start-Up & Planning	Kick-off meeting	2 Weeks
Phase 2: Training	Trainings for 12 cohorts (50 graduates each Cohort).	Months 1–8
Phase 3: Training Close-Out	Final reporting	Month 9

1.2.1.6 Expected Deliverables:

The expected deliverables from the assignment are as follows:

Deliverable	Description	Timeline
Inception	Inception report	Month 1
Training Materials	Adapted training content	Month 1
Training Delivery and Execution	Delivery of training for 600 graduates.	Months 2–8
Reporting	Cohort reports	After each training
Final Program Report	Program close-out report, final evaluation, lessons learned, and graduation ceremony.	Month 9

1.2.2 Scope of work for Lot 2 - To deliver customised soft skills training to 2500 participants

1.2.2.1 Objective

To equip young graduates and students with essential soft skills that will enhance their ability to transition into the workforce effectively. This training will cover interpersonal and behavioural skills, enabling participants to improve their career readiness, develop professional relationships, and succeed in their respective career paths.

1.2.2.2 Specific Tasks for the service provider

Task 1 - Review the soft skills curriculum

Enabel in partnership with Private Sector Foundation Uganda and Federation of Uganda Employers Association is implementing a Work Readiness programme. One of the key components of the programme is soft skills training of fresh graduates that prepares them to transit into the world of work. Soft skills are interpersonal and behavioural skills that help an individual to work well with other people and to develop one's career. Enabel in partnership with the National Council for higher education has reviewed and standardised the soft skills curriculum. This curriculum has been broken down into 6 modules:

- Personal development,
- Interpersonal skills,
- Professionalism,
- Digital ethos,
- Entrepreneurship Mind-set and
- Basic Employment and Labour Laws.T

This being a key training programme, it is paramount that it is accessible by graduates or even students who are still in training to enhance their preparedness for work.

A close review of this content will facilitate content customization according to the needs of the various audiences that are targeted by the WeWork project.

Critical actions during the review should include the following;

- Ensure alignment with target audience needs, and best practices.
- Recommend updates to learning materials, activities, and assessments.
- Ensure content is engaging, inclusive, and practical for real-world application.
- Explore and improve teaching strategies, facilitation techniques, and delivery methods that are already suggested
- Review existing assessment methods for effectiveness.
- Propose additional ways to measure skill acquisition and learner progress.

Task 2 - Based on the content in the curriculum, develop customised learning materials based on the assessment needs from the target audience.

The development phase will require the trainer to create and assemble content based on the 6 modules.

During implementation, the trainer will require minimal adaptation of content to suit the needs of various audiences. Content design and adaptation should be systematic and specific to the needs of the audience. The content will be based on the ideas provided by the audience, and these may be identified in conjunction with the contracting authority. There should well-planned, well thought through strategies targeted for attaining the learning goals of each audience as they might have unique learning needs.

Task 3 – Facilitate interactive training sessions

The aim is to have the soft skills training course provided in a timely and efficient manner by qualified trainer(s), with working experience on the topic.

The courses will be delivered in English. The audiences may, however not have the same literacy levels. This will require adaptation to meet the audiences' level of literacy and comprehension of content.

The number of participants per workshop will be between 0 and 50 participants for face-to-face courses. During the face-to-face training, the contractor must distribute the learning materials to the participants on the day the workshop starts (handouts, presentations, training manuals.

The contracting authority will decide on the locations where the training courses will be held in Uganda. Largely, these will happen in the regions listed below.

1. Kampala Metropolitan; Kampala, Mukono and Wakiso
2. Albertine Region; -Kibale, Kagadi, Kikuube, Kiryandongo, Masindi and Hoima
3. Rwenzori Region; Kamwenge, Bundibugyo, Ntoroko, Bunyangabu, Kyegegwa, Kasese and Kabarole
4. Busoga Region: Kamuli

For trainings with a specific focus on developing Training of Trainers, the contracting authority might request the contractor to design the material to suit this approach.

Task 4 : Other capacity development services (Training of Trainers)

The training of direct beneficiaries is not the only training strategy foreseen in this Lot. To scale up the number of young people that can benefit from soft skills training, Enabel intends to build the capacity of several stakeholders as ToTs that can create a huge multiplier effect and ensure the sustainability of the programme.

Task 5 Logistics management for the service provider for training workshops

The following are the responsibility of the service provider.

1. Manage the welcome desk for registration of the participants.
2. Confirmation of participant details especially their contact details (Names and telephone numbers that shall also be used for payment of facilitation).
3. Training material and equipment (at least one personal laptop per trainer).
4. At least one functional projector.
5. Information pack with all learning materials for the training that may include power point presentation, training manual, exercises and case studies etc).
6. Certificates for the participants that have completed the training course. The certificate shall be provided at the end of the training, and it should clearly specify the name of the participant, the dates of the activity and the training content followed by the participant.
7. Taking quality pictures (High Definition jpegs) during the course and providing them to the contracting authority in digital version.

8. Informing the contracting authority immediately in case of any changes to the anticipated participants' list.
9. General assistance to the participants during the courses/workshops.

The service provider is free to ensure the presence of administrative support staff in each of the training courses organized. However, this administrative support should be included in the unit price per day. Each work order will specify the number of trainers required for the assignment.

Task 6: Post-Training Evaluation and Reporting.

It is critical to assess the effectiveness of the entire program. This will help determine whether the training met its objectives, improved participants' skills, and delivered value to the organization. Key benefits include measuring impact by evaluating how well participants have understood and applied the skills learned and identifying gaps by highlighting areas that need improvement or additional training. Ensuring ROI by assessing whether the training provided a return on investment in terms of performance improvement, gathering feedback through collecting insights from participants to refine future training programs. Supporting decision-Making through the provision of data to management for improving learning strategies and resource allocation.

Regarding evaluation and reporting, the Contractor's responsibility is:

- Adaptation and distribution of a Training Evaluation Form to the training participants, collection of the completed questionnaires, and analysis of the answers. The standard outline for the Training Evaluation Form will be provided by the contracting authority and must be followed to ensure that the trainer collects all data required for M&E purposes.
- The participants will complete the Training Evaluation Form at the end of each course. This evaluation by the participants is to verify the level of satisfaction of participants with the training.
- Provision to the contracting authority of a training report after each training workshop within two weeks at the end of each course

Task 7 - Design a course completion certificate for each participant

In consultation with the contracting authority, design the participant's certificate and have it approved before use.

Task 8: Handover and knowledge transfer

A structured handover and knowledge transfer will be required for the sustainability and long-term impact of the training. This will ensure continuity, provision of reference materials for future use, enhance application of skills within Enabel, facilitate monitoring and evaluation, reduce dependency on external trainers, and strengthen the organizational Learning culture.

1.2.2.3 The Contracting Authority tasks

1. Enabel will ensure that the trainings are efficiently organized and that suitable training facilities are provided for all training workshops.
2. Provide refreshments and catering services on the training days
3. In line with this task, the contracting authority shall provide the following;
 - Identification of participants
 - Mobilisation and invitation of participants
 - Provision of registration forms customized to capture data that required for reporting by Enabel
 - Other training materials such as flip charts, markers, notebooks and pens
 - Badges/nametags for the participants
 - Training venues.
4. Facilitation for participants; Meals, Transport and accommodation where applicable for participants in trainings will be covered by Enabel.
5. In cases where there is need for accommodation for participants, this will be the responsibility of Enabel to organise and pay for the accommodation and allowances of the confirmed participants.
6. If instructed by the contracting authority, the contractor shall take the responsibility to send the participants list or any other the document to allow the contracting authority to make allowances payments.

1.2.2.4 Location of activities

The training shall be delivered in the following areas and it shall be detailed in each service order's terms of reference.

- Kampala Metropolitan: Kampala, Mukono and Wakiso
- Busoga region: Jinja and or Kamuli
- Rwenzori region: Fort portal City, Kyegegwa, Kasese, Kabarole, Kamwenge, Bundibugyo, Ntoroko, Bunyangabu

- Albertine region; Hoima district; Kibale, Kagadi, Kikube, Kiryandongo, Masindi

1.2.2.5 Deliverables:

The expected deliverables from the assignment shall be detailed in each service order's terms of reference and might be as follows:

Task	Deliverable
1	The key deliverable for this task will be a report summarizing findings, recommendations and suggested revisions.
2	Key deliverables for this task will include; • Customized training materials in editable format that may include PowerPoint presentations, and relevant and appropriate assignments, case studies, role play scenarios, etc • Detailed work plan with timelines, logistics and the human resources required • A description of the approach and methodology for performing the assignment • Assessment tools (pre/post-training quizzes, self-assessments)
3	• Training sessions conducted. These will range from 1-5 days • Training report. • Training report for each concluded assignment with disaggregated data of the participants and other data needs as identified by the contractor. The Training Report shall include a summary of the evaluation. The contracting authority shall provide a template to be used for this purpose. The report shall be submitted to the contracting authority within two weeks after the end of each training course. Annexed to these reports shall be a copy of: • Original participants list and other documents required by the contracting authority • At least 5 quality pictures, in electronic format • Original training evaluation forms

5	• Suitable training materials as described above for the full duration of each of the training workshops. • General secretarial support before and during the training courses • Participant's lists or any other documents to support payment. • 5 Quality pictures for each training workshop • Training certificates for all participants
6	• Pre/post-training assessment results • Training evaluation report with feedback analysis • Recommendations for follow-up training or reinforcement activities
8	• Training reports summarizing key learning outcomes, challenges, and recommendations. • Training materials (e.g., presentations, manuals, case studies, recorded sessions). • Participant feedback and assessments to gauge effectiveness. • Recommendations for follow-up training or refresher sessions.

1.2 Quality management

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

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

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

Evaluation of the performance will be conducted by the Contracting Authority on a regular basis to assess the level of the quality of services provided, the key experts' capacity, and participant's satisfaction.

The Contracting Authority will communicate the assessment methodology prior to the evaluation.

The Contracting Authority will communicate the outcomes of the evaluation sessions to the Contractor and, if necessary, will ask for actions to be taken. The Contractor can also perform self-evaluation, without the results of it being binding to the Contracting Authority. The

Contracting Authority will closely monitor the content, methodology and implementation of the activities to ensure that the desired level is kept.

1.3 Project Management

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

During implementation of the contract, each specific service order will be discussed based on specific terms of references, work plan and budget before being approved.

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

The Contracting Authority's responsibility is to:

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

Daily coordination of the specific service order will be done by the person mentioned in specific terms of reference.

The Contractor shall be required to reply to all queries from the Contracting Authority within two (2) working days, unless agreed otherwise.

Furthermore, the service provider shall be obliged to ensure that the key experts comply to and follow the instructions given by the Contracting Authority, to allow smooth administration of the activities. The service provider must also ensure timely and accurate invoicing for services delivered as well as any required reporting.

1.4 Requirements for the resources

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 will 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.

Experts

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

1.4.1 Management of the team

The service provider must provide suitable and professional trainers / key experts who will be engaged per cohort.

For Lot 1, a minimum of 2 experts are required by the contraction authority by the service provider must specify the number of all experts they intend to use in this assignment, including the level of competence and effort.

The Contractor shall identify a coordinator / team leader within its organization who will represent the single point of contact for all administrative and operational communication with the contracting authority. The coordinator / team leader must fulfil the requirements set below for the selection criteria. Similarly, the contracting authority will designate contact persons.

All communications and exchange of information between the contracting authority and the service provider during the contract period shall be held in writing or email, in English and be

addressed to the coordinator / team leader and to the contact person in the contracting authority respectively.

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

The service provider will be responsible to present a pool of trainers / key experts that can cover ALL contents of this contract.

The service provider shall ensure that there is a back-up trainer / key expert available in the pool. Should a trainer / key expert become unavailable for any reason for more than one (1) week, the back-up trainer / key expert has to be provided at short notice. The back-up trainer / key expert shall continue the implementation at the required standards. The contracting authority must approve permanent replacement of an expert.

The coordinator/team leader may also be a trainer.

Trainers could be deployed in any of the project regions mentioned above. The number of trainers for each work order should be clarified the varying number of participants for each training. Training may also happen concurrently in any of the regions. This also implies that the team should be made available when required.

The Contractor is free to ensure the presence of an administrative support staff in each of the services organized. This administrative support should be included in the lump-sum unit price per day and not invoiced separately.

1.4.2 Qualifications of the team

The contractor must provide suitable and professional key experts. The team leader must individually fulfil the minimum requirements. All other experts can fulfil the minimum criteria in terms of qualifications and experience as a team (ie. not required for each individual team member but for the team as a whole). The composition of the team should ensure a balanced mix of expertise that collectively demonstrate technical expertise and experience.

The following requirements will be assessed at the qualitative selection phase Point 5.5.2.2

Required Experts for Lot 1	• 1 coordinator/team leader • A pool of 3 experts/trainers
-----------------------------------	--

Coordinator/team lead:

Mandatory minimum requirements for the team for Lot 1

- Master's Degree in Behavioural Sciences, International Development Studies, Industrial Psychology, Education, Business Analytics from a recognized institution.
- At least 7 years of demonstrated experience in leading assignments on capacity building for similar or related programs.

Other non-mandatory requirements / added advantage (to be shown on CV)

- Experience of work on similar skills and employment development programs; prior work in developing countries.
- Extensive knowledge and experience of the sectors of interest i.e. agro processing; Tourism and hospitality; ICT & digitization, green economy and general private sector business dynamics.
- Excellent knowledge of English language (speaking, writing and reading).
- Excellent interpersonal communication skills demonstrated ability to work cooperatively with diverse clients, and ability to liaise tactfully as a member of a multicultural team.
- Experience on issues related to the Ugandan education and/or labor market systems.

Experts/trainers

Mandatory minimum requirements for the team for Lot 1

- Bachelor is Degree in Pedagogy, Human Resource Training, Behavioral Sciences, International Development Studies, industrial Psychology, Education, Business Analytics from a recognized institution.
- At least 5 years of experience facilitating soft skills training, coaching, and mentoring programs for young adults or graduates, with a focus on employability and workplace readiness.

Other non-mandatory requirements / added advantage (to be shown on CV)

- Experience of similar assignments of skills and employment development programs within last 5 years.
- Extensive knowledge and experience of the sectors of interest i.e. Manufacturing and agro processing; Tourism and hospitality; Construction and ICT & digitization, green economy and general private sector business dynamics.

Lot 2 - To deliver customised soft skills training to 2500 participants

Required experts lot 2	• 1 Coordinator/team leader • A pool of 6 experts/ Trainers
------------------------	---

Coordinator/team lead:

Mandatory minimum requirements for the team Lot 2

- Master's degree in Education, Business Administration, Human Resource Management, International Development.
- A minimum of 7 years of experience in the fields of education, employment, or skills development for similar or related programs.

Other non-mandatory requirements / added advantage (to be shown on CV) for the team lead for Lot 2

- Strong leadership training or certifications, such as project management certifications (e.g., PMP, PRINCE2), with a focus on managing workforce development or employability programs.
- Specialisation in learning and development

- Experience in managing large, multi-stakeholder programs, especially those focused on youth employment, workforce development, or skills training.
- Fluency in English.
- Success in leading and coordinating multidisciplinary teams, with a strong ability to align stakeholders around a common objective and ensure effective collaboration.
- Extensive experience in overseeing the implementation of training and development programs for diverse target groups, particularly TVET and university graduates.
- Strong knowledge of the Ugandan labor market, including the challenges faced by young graduates in securing employment, and experience working with local and international industry stakeholders to address these challenges.
- Good understanding of the skills required by employers especially in the private sector
- Experience in monitoring and evaluating program performance, with the ability to adapt strategies and approaches based on ongoing assessments and feedback.
- Leadership and people management skills to motivate, guide, and manage a diverse team of experts and trainers.
- Excellent communication and interpersonal skills to effectively interact with a wide range of stakeholders, from government officials and business leaders to program participants and local communities.
- Strategic thinking and problem-solving abilities to navigate challenges, adapt to changing conditions, and continuously improve the program.
- Experience in budgeting and financial management, ensuring that the program remains within budget while maximizing the impact of resources.

Experts/trainers

Mandatory minimum requirements for the team Lot 2

- Bachelor's degree or higher qualification in Education, Social Sciences, Business Administration, Human Resource Management, learning and development.
- At least 5 years of experience facilitating soft skills training, coaching, and mentoring programs for young adults or graduates, with a focus on employability and workplace readiness.

Other non-mandatory requirements / added advantage (to be shown on CV) for the experts for Lot 2

- Certification in training delivery and facilitation (e.g., Train-the-Trainer, Facilitator certifications).
- Experience in delivering both face-to-face and blended learning programs in soft skills training.
- Expertise in conducting workshops, seminars, and group coaching sessions, with strong interpersonal and communication skills.
- Experience in delivering training for diverse groups and adapting content to suit various learning styles and needs.
- Track record of mentoring, coaching, and providing on-the-job support to participants during and after training sessions.

2 General provisions

2.1 Derogations from the General Implementing Rules

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

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

2.2 Contracting authority

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

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

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

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.

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

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

² Belgian Official Gazette of 18 November 2008.

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

⁴ Belgian Official Gazette 14 July 2016.

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

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

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

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

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

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

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

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

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

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

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

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

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a

procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

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

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

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

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

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

2.6 Processing of personal data by the contracting authority and confidentiality

2.6.1 Processing of personal data by the contracting authority

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

2.6.2 Confidentiality

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

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

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

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

2.7 Deontological obligations

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

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

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

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

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

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

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

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

2.8 Applicable law and competent courts

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

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

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

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

3 Modalities of the contract

3.1 Type of contract

This procurement contract is a services contract.

3.2 Scope of the contract

3.2.1 Subject-matter

This services framework contract consists in the **Provision of Consultancy Services for work readiness and customised soft skills trainings** in conformity with the conditions of these Tender Specifications.

3.2.2 Division into Lots

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

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

The lots are:

Lot 1 - To deliver work readiness soft skills training to 600 diploma certificate and degree graduates.

Lot 2 - To deliver customised soft skills training to 2500 participants

3.2.3 Items

Each order under the framework contract will consist of the items described under Point 1.2.1 and 1.2.2 Scope of work for each lot.

3.3 Variants

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

3.4 Duration of the contract

The contract contract starts upon award notification and has a duration of **4 calendar years**.

For **Lot 1**, the services must be implemented and delivered within maximum **9 months** starting on the receipt date of the service order. However, the contracting authority and the service provider are allowed to agree on a shorter implementation duration for a specific order, which will be mentioned in the service order.

For **Lot 2** the implementation period shall be discussed at each order's terms of reference.

Each party may, however, terminate the agreement at the end of the first, second or third year, provided that notification to the other party is sent at least 90 calendar days before the end of the first, second or third year of the framework agreement. In this case, the party may not claim damages for such termination.

3.5 Quantities

The public contract estimated quantities are for information purposes only and regard the whole duration of the contract. The contractor must therefore be able to perform these quantities for the period that covers the duration of the public contract.

The present framework agreement does not have minimum quantities. Exact quantities shall be determined in each subsequent contract. The contracting authority does not commit in any way as to quantities that shall actually be ordered through this contract. The contractor cannot use the fact that the listed quantities were not reached as a basis for claiming compensation.

3.6 Value of the contract

The maximum contract value for Lot 1 is 50,000 EUR and for Lot 2 is 171,000 EUR. This amount is given as an indication for the service provider to know the potential scope of the framework agreement. Under no circumstances may the shortlisted participants be able to claim compensation if this orders amount doesn't reach the maximum.

4 Special contractual provisions

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

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

4.1 Managing official (Art. 11)

The managing official is Ms. Lucie Carlier, e-mail: lucie.carlier@enabel.be assisted by Emmanuel Kisangala, e-mail: emmanuel.kisangala@enabel.be

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

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

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

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

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

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

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

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by a subcontractor

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

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

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

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

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

4.6 Performance bond (Art. 25 to 33)

According to art. 25, §3, of the GIR, performance bond of 5% of the total value, excluding VAT shall be required for each subsequent contract, should the value exceed 50,000 euro or implementation period exceed 45 calendar days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The performance bond will be required released at the final acceptance of the order it was requested for.

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,

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 framework agreement, 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.

Ir = 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)

For each order of the lots, the implementation period is stated in section 3.4 “Duration of the contract”.

However, the contracting authority and the service provider are allowed to agree on a shorter implementation duration for a specific order, which will be mentioned in that service order.

The service Order is addressed to the supplier by either email or any other means through which the date of dispatch can be determined unambiguously.

Any further correspondence pertaining to the service Order (and to the delivery) follows the same rules as those for the dispatch of the service Order when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the Purchase Order is received after the period of two working days, upon written demand and justification of the supplier, the delivery period may be extended pro rata of the delay of the acknowledgement of receipt of the service Order.

When the service that placed the order, upon examination of the written demand of the supplier, estimates that the demand is founded or partially founded, it will inform the supplier in writing of which extension of the period is accepted.

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

In any event, complaints about the service Order are not admissible anymore if they are not submitted within 10 calendar days from the day following the date on which the service provider has received the service Order.

4.11 Inspection of the services (Art. 150)

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

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

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

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

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

4.13 Zero tolerance Sexual exploitation and abuse

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

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

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

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

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

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

4.14.1 Failure of performance (Art. 44)

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

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

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

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

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

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

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

4.14.2 Fines for delay (Art. 46 and 154)

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

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

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

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

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

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

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

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

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

4.15 End of the procurement contract

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

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

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

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

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

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

The acceptance specified above is final.

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

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the address indicated in each order or terms of reference.

Only services that has been correctly performed and approved may be invoiced.

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

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

The invoice must be in **EUROS**.

For each service order payments shall be made after acceptance of the deliverables at each phase of the assignment as indicated below:

Payment schedule for Lot 1

S/N	DELIVERABLE	% PAID PER TOTAL ORDER AMOUNT
1	Inception Report and training content development	30%
2	Training of 12 cohorts	60%: monthly invoice for corresponding amount
3	Final report	10%

For lot 2 payments will be made after each order completion

Advance payment:

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

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

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

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

3° where the successful tenderer is a medium-sized company, i.e. a company employing fewer than two hundred and fifty (250) people and whose annual turnover does not exceed fifty

million euros (50M euro) or whose annual balance sheet total does not exceed forty-three million euros (43M euro), the percentage to be taken into account is five per cent (5%).

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

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

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

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

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

4.16 Litigation (Art. 73)

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

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

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

Enabel, public-law company

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

To the attention of Mrs Inge Janssens rue Haute 147

1000 Brussels

Belgium

5 Procurement procedure

5.1 Type of procedure

This is a Negotiated Procedure with Prior Publication in application of Article 41 § 1, 1 of the Law of 17 June 2016.

5.2 Publication

5.2.1 Enabel publication

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

5.2.2 Further notification

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

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

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

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

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

5.4 Preparation and Submission of Tenders

5.4.1 Preparation of tenders

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

Content of tenders

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

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

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

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

The tender shall contain the following parts:

Administrative Proposal

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Power of attorney

- Certificate of Incorporation
- Articles of Association and Memorandum (as applicable)
- Financial Identification Form (along with an account confirmation letter from the bank and details of the bank signatory. This account shall not change throughout the contract duration and implementation)
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Subcontractor form
- Financial capacity form (Audited financial books of accounts for the last three years, i.e; 2022 2023 and 2024)

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

- Tax Clearance Certificate (e.g.; URA, as applicable)
- Social Security Contribution Clearance (e.g. NSFF 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);

Technical Proposal

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

Technical methodology (max. 8 pages)

Quality management (max. 1 page)

Project management (max. 1 page)

Financial Proposal

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

Determination of prices

For each lot, all prices given in the tender form must obligatorily be quoted in EUROS.

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

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

Elements included in the price

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

The following are in particular included in the prices:

- I. Costs of contractor's transportation to the training venue. Specifying Local travel costs for the trainer(s) in Kampala and between Kampala and the training site(s) upcountry will be organised. Local travel days allowance will be taken into account in the work orders as follows:
- II. For travel from Kampala to Rwenzori and Albertine region, 0.5 day of travel shall be considered (in each direction);
- III. For travel within Kampala metropolitan (Kampala, Mukono and Wakiso) no travel reimbursement shall be considered.
- IV. Costs of accommodation for contractor's experts.
- V. Travel, transportation and insurance;
- VI. Documentation pertaining to the services;
- VII. The delivery of documents or of pieces related to the performance;
- VIII. The packaging;
- IX. Training required for operation;
- X. Where applicable, the measures imposed by occupational safety and worker health legislation;
- XI. Customs and excise duties for equipment and products used;

5.4.2 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.

5.4.3 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 **25th 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 for each Lot during the past three financial years as follows. Lot 1- 25,000 EURO Lot 2- 50,000 EURO In case the tenderer submits for 2 lots the turnover requirement shall be cumulative
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in providing similar services
Minimum Standard	Minimum of 3 similar assignments within the scope of designing and delivering soft skills training programs and in adult learning principles, blended training methodologies, which is totally and successfully completed in the last 5 years. In case the tenderer submits for 2 lots, the 3 assignments will be sufficient to cover both. They should however be added to each set of documents for Lot 1 and 2.
2.2	Sufficient Human resources
Minimum Standard	Experts for the profiles defined in the technical specification. (Provide signed CVs and academic documents)

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:

For each lot:

- **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 (strategy, techniques, approaches, processes, analysis of the risks associated to this assignments and mitigating measures)	40
2.	Quality of the proposed Quality Management (Quality assurance, processes and procedures of data collection,)	5
3.	Quality of the proposed Project Management (coordination, communication mechanism, reporting, Work plan & timetable of activities, Risk management plan)	5
4.	Overall Team relevance and (experience beyond the minimum required in point 1.4.2)	10

	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	
--	--	--

Only tenders with scores of at least 40 points out of 60 points qualify for the financial evaluation.

- **Price: 40 %.**

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 40$$

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 public tender will be awarded to the bidder who has submitted the regular most economically advantageous bids for each lot.

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

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

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

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

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the

publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

5.6.2 Concluding the contracts

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.

6 Annexes

6.1 Technical documents

Not applicable.

6.2 Contractual Documents

Model Performance Bond

Only for the successful tenderer:

Bank X

Address

Performance bond n° X

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

X, address (the “Bank”)

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

“X, tender documents Enabel X 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 X 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

Legal Identification forms

I. PERSONAL DATA			
FAMILY NAME(S) ①			
FIRST NAME(S) ①			
DATE OF BIRTH			
	JJ	MM	YYYY
PLACE OF BIRTH (CITY, VILLAGE)		COUNTRY OF BIRTH	
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD		PASSPORT	DRIVING 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.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ?		BUSINESS NAME (if applicable)	
YES NO		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			
ABBREVIATION			
MAIN REGISTRATION NUMBER ③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION		CITY	COUNTRY
DATE OF MAIN REGISTRATION		DD	MM YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY			PHONE
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

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

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

③ Registration number in the national register of the entity.

Public law entity

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

^① National denomination and its translation in EN or FR if existing.

^② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

^③ Registration number in the national register of companies. See table with corresponding field denomination by country.

Financial identification form

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

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

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

Declaration on honour – exclusion criteria

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

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

1° involvement in a criminal organisation

2° corruption

3° fraud

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

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

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

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

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

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

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

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

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

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/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- 2 € or NC	Year- 1 € or NC	Last year € or NC	Average € or NC
Annual turnover, excluding this public contract				

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

Technical and professional capacity form

List of main similar assignments (per lot)

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

Certificates of completion

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

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

Subcontractors (if applicable)

Name and legal form	Address / Registered office	Object

Ressouces

Lot 1 - To deliver work readiness soft skills training to 600 diploma certificate and degree graduates.	1 Coordinator/team leader A pool of 3 experts
--	--

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

Lot 2 - To deliver customised soft skills training to 2500 participants	• 1 Coordinator/team leader • A pool of 6 experts/ Trainers
--	--

<i>Name of expert</i>	<i>Proposed position</i>	<i>Educational background – formal qualification</i>	<i>Years of relevant experience</i>	<i>Specialist areas of knowledge</i>
	<i>Team leader</i>			
	<i>Expert 1</i>			
	<i>Expert 2</i>			
	<i>Expert 3</i>			
	<i>Expert 4</i>			
	<i>Expert 5</i>			
	<i>Expert 6</i>			

6.3.2 TECHNICAL PROPOSAL

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

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

Lot 1 : Work readiness soft skills training to 600 diploma certificate and degree graduates

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.

Professional fees break down					
Position of Expert		Unit measure	of (Person days)	Unit rate without overnight stay (Euro) exc. VAT	Unit rate with overnight stay (Euro) exc. VAT
Professional fees					
1.	Team leader:	Person day	1		
2.	Expert 1:	Person day	1		
	Expert 2:	Person day	1		
	Expert 3:	Person day	1		

Total fees				
VAT percentage (if applicable):			18%	
Total VAT inclusive				
Reimbursable Expenses (if applicable)				
	Description	Unit	Estimated Qty	Unit Cost in Euros exc. VAT
1	Communication costs (airtime and internet data)	Month	1	
2	Cost of reports printing	Unit	1	
3	Vehicle hire (vehicle, drivers per diems)	Cost/Day	1	
Total price				
VAT percentage (if applicable):				18%
Total VAT inclusive				
Grand total 1 +2				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Note: Fuel costs shall be a reimbursable based on milage and Enabel rates.

Name and first name of authorised person:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Lot 2 - Customised soft skills training to 2500 participants

Tender Forms – prices Lot 2

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.

Professional fees break down					
Position of Expert		Unit of measure	(Person days)	Unit rate without overnight stay (Euro) exc. VAT	Unit rate with overnight stay (Euro) exc. VAT
Professional fees					
1.	Team leader:	Person day	1		
2.	Expert 1:	Person day	1		
	Expert 2:	Person day	1		
	Expert 3:	Person day	1		
	Expert 4:	Person day	1		
	Expert 5:	Person day	1		
	Expert 6:	Person day	1		
Total fees					

Tender Specifications – Procurement reference number: UGA22003-10083

VAT percentage (if applicable):			18%	
Total VAT inclusive				
Reimbursable Expenses (if applicable)				
	Description	Unit	Estimated Qty	Unit Cost in Euros exc. VAT
1	Communication costs (airtime and internet data)	Month	1	
2	Cost of reports printing	Unit	1	
3	Vehicle hire (vehicle, drivers per diems)	Cost/Day	1	
Total price				
VAT percentage (if applicable):				18%
Total VAT inclusive				
Grand total 1 +2				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

Note: Fuel costs shall be a reimbursable based on milage and Enabel rates.

Name and first name of authorised person:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: