



Tender Specifications

Framework agreement for printing services of Social Behaviour
Change Tools

Direct Negotiated Procedure with Prior Publication

Reference number: UGA22005-10004

Project code: UGA22005

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DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES

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

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

1 Technical Specifications

1.1 Background

Green and Decent Jobs: WeWork Project

Enabel, the Belgian development agency, in partnership with the Government of Uganda and with funding from the Kingdom of Belgium and the EU, is implementing a 5-year (2023–2028) country programme. This initiative aims to empower young people, especially women, to become economically independent in a sustainable and rights-respecting society. The programme has two pillars: the first focuses on youth employment through vocational training and green job opportunities, while the second ensures better access to education and healthcare services.

Under Pillar 1, the **WeWork Project** targets youth, women, refugees, and persons with disabilities in three regions: Kampala Metropolitan, Albertine/Rwenzori, and West Nile. The project has six result areas which together aim to promote Technical and Vocational Education and Training (TVET), agriculture, and green economy as decent employment paths formal and no formal skills development, entrepreneurship and value chain improvement.

Under Pillar 2, the **WeCare Project** focuses on improving maternal health and access to quality healthcare, particularly through community empowerment and enhancing health service delivery.

To support behaviour change, both projects are developing and using communication tools such as games, information maps, role model stories and radio dramas. Enabel seeks to contract a qualified firm to print the already designed materials, ensuring high-quality, timely, and context-relevant delivery to support community engagement and education efforts.

1.2. Objectives

To provide printing services for social behavior change tools.

1.3. Scope of Work

The contractor will be responsible for the specific tasks highlighted below.

- **Delivery of physical samples for review and approval:** Before proceeding with mass printing, the contractor shall submit a final physical sample of each material for review and approval.

- **Printing Materials:** The provider will print all required SBCC materials in the specified quantities and specifications, ensuring that each meets prescribed quality standards for clarity, color accuracy, and durability.
- **Packaging and Delivery:** The provider will package the printed materials as defined in the specifications to prevent any damage during transportation.
- **Quality Assurance:** The provider will conduct thorough quality checks throughout the printing process to ensure consistency and high-quality output for all materials, proactively addressing any issues or defects before delivery.
- **Timely Delivery:** The provider will ensure that all printed materials are completed and delivered within the agreed-upon timeframe, with no delays.

1.4 Requirements for the services and the deliverables

1.4.1 General requirements

The tender is divided into two phases. For phase 1, the materials are ready and the specifications are included herein, the physical samples will be displayed during the information session. For phase 2, the materials are still being developed and will only be available in future.

For phase 2, the materials shall include the social behaviour change tools for WeCare project's comprehensive sexuality education and WeWork Kampala SBCC tools which are still being developed and are not included in the current specifications. A mini competition will be held between the first 3 ranked tenderers for them to submit prices for printing of the SBCC materials under this phase. Another information session will be held for these and the materials under phase 2 will be displayed for all 3 tenderers before submitting a financial offer for printing of these materials

For example, variations may include changes in the paper, page count, binding style, or language versions required. Any such variations will be communicated and agreed upon in writing prior to commencement of printing.

Printing specifications for the SBCC tools under phase 1

| S/N | Item Description | Specification | Estimated Quantity | Unit of measure | Estimated page ranges |
|-----|------------------|---|--------------------|-----------------|-----------------------|
| 1a. | Flipbooks | Role model stories A3, TVET hard laminated full Colour | 1000 | pcs | 12-17 pages |
| 1b. | Flipbooks | Role model stories A3, Agriculture hard laminated full Colour | 1000 | pcs | 12-17 pages |

| | | | | | |
|------------|----------------|--|-----------|----------------------------------|-------------|
| 1c. | Flipbooks | Role model stories A3, the Green Economy hard laminated full colour | 1000 | pcs | 12-17 pages |
| 2a. | Canvas Charts | Career guidance Map 62cm by 67cm (14.5cm by 24cm pockets) canvas | 1000 | pcs | 1 page |
| 2b. | Other Products | Course cards A5 leaflet for the pocket chart (hard laminated) 15 cards each set | 1000 | Set of 15 | N/A |
| 2c. | | Career guidance instruction A5, Hard paper, double sided (1 card) | 1000 | pc | N/A |
| 3a. | Toys & Games | Board game (1m x0.5m)-PVC banner material | 1000 | pcs | 1 page |
| 3b. | | Dices-Plastic ludo dice-25mm | 1000 | pcs | N/A |
| 3c. | | Tokens (6 tokens each set). wooden and painted 3.5 cm diameter | 1000 | Set of 6 different colour tokens | N/A |
| 3d. | | Avatar cards A6 (9 cards each set)-hard paper | 1000 | Set of 9 | N/A |
| 3e. 3f. | | Value chain 1 cards A6 (10 cards each set)-hard paper | 1000 | Set of 10 | N/A |
| 3g. | | Value chain 2 cards A6 (10 cards each set)-hard paper | 1000 | Set of 10 | N/A |
| 3h. | | Opportunity and disaster cards A6 (50 cards each set)(30 for opportunity cards and 20 for disaster)-Hard paper | 1000 | Set of 50 | N/A |
| 3i. | | Certification cards, A7 hard paper double print- (10 Cards each set) | 1000 | Set of 10 | N/A |
| 3j. | | Money cards, 14cm by 7cm (Hard paper), bond 80, single sided(350 cards each set) | 1000 | Set of 350 | N/A |
| 3k. | | SACCO Cards,14cm by 7cm (hard paper), bond 80, single sided (10 cards per set) | 1000 | Set of 10 | N/A |
| 3l. | | Printing of instruction A5 Booklet, art paper, full colour, print double sides, saddle stitch binding. | 1000 | Pcs | 12 pages |
| 4a. | | Parents chain gamecards. A4, hard paper, hard laminated, full colour. (14 cards per set) print one sided. | 1000 sets | Set of 14 | N/A |

| | | | | | |
|-----|---------------|---|------|-----|-------------|
| 4b. | | Parents chain game instruction booklet; A5, art paper, full colour, print double. | 1000 | pcs | 12 pages |
| 5a. | Canvas Charts | Soft skills- A5 art paper on the inside pages with a matt paper on the cover | 1000 | pcs | 32 Pages |
| 5b. | | Canvas chart A2 (1) Julius' story (7 charts per set) | 1000 | pcs | 7-10 charts |
| 5c. | | Canvas chart A2 Nabwire (9 charts per set) | 1000 | pcs | 9-12 charts |
| 6. | Package/bag | A hard rectangular duffel-style bag (75 cm x 60 cm) with one top zipper and campaign logo branding. Durable and ideal for carrying bulky items. Black color | 1000 | pcs | N/A |

1.4.2 Indicative timeline

| S/N | Activity | Person days |
|-----|--|----------------|
| 1 | Review and familiarise with the materials and ensure to clearly understand the requirements | 5 days |
| 2 | Sharing samples for approval | 2 days |
| 3 | Printing of materials | 14 days |
| 4 | Packaging and delivery | 5 days |
| 5 | Quality assurance. Ensure proper sorting and checking that all materials are delivered in correct quantities | 1 day |
| 6 | Final approval | 1 days |
| 7 | Delivery of the final tools | 2 days |
| | Total number of person days | 30 days |

1.4.3 Quality management

To ensure consistent service quality, the Contractor is required to implement a robust quality assurance process throughout the entire assignment. This begins with the submission of initial samples and continues through to the final delivery of the complete consignment. Leveraging their professional experience and technical expertise, the Contractor must ensure that all deliverables strictly adhere to the specified standards outlined in the tender document.

In parallel, the Contracting Authority will maintain active oversight of the entire production process, particularly during the printing of materials, to confirm compliance with the required

quality benchmarks. Furthermore, the Contracting Authority reserves the right to conduct independent quality assessments at various stages of the assignment to validate that the services delivered meet the expected standards.

1.4.4 Project Management

The Contractor shall comply with all the requirements and deliverables outlined in these terms of reference and propose a clear and effective process for executing the assignment. At the start of the assignment, a kick-off meeting will be held with the Contracting Authority to discuss the overall implementation of the framework contract and establish communication protocols with the project management team.

The Contracting Authority may arrange ad-hoc meetings and conference calls as needed throughout the assignment. Before each meeting or call, the Contractor will provide a summary of key discussion points for the review. The Contractor is expected to respond to all inquiries from the Contracting Authority within two (2) working days unless otherwise agreed.

The Communication and Social Behavior Change Expert will oversee the project management and serve as the primary point of contact. All deliverables will require approval and endorsement from the Contract Manager. Additionally, other Enabel staff may be consulted to provide input at the critical stages of the assignment, with coordination led by the Communication and Social Behaviour Change Expert.

1.1.4 Place of delivery

The contractor shall deliver the supplies to the address below;

Enabel Head office (Representation)

Plot 1B, Lower Kololo Terrace

2 General provisions

2.1 Derogations from the General Implementing Rules

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

2.2 Contracting authority

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

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

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

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

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.
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- 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 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;

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

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

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

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

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

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

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

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

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

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

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

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

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

Litigation: Court action.

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

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

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

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

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

2.6 Processing of personal data by the contracting authority and confidentiality

2.6.1 Processing of personal data by the contracting authority

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

2.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will

only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

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

See also: <https://www.enabel.be/content/privacynotice-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

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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 3 Modalities of the contract

3.1 Type of contract

This is services contract under a framework agreement with a maximum of three shortlisted bidders

3.2 Scope of the contract

3.2.1 Subject-matter

This services contract consists of **printing services of SBCC tools** in conformity with the conditions of this Tender document.

3.2.2 Items

This procurement contract consists of the items stated in the technical specifications.

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

3.2.3 Variants

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

3.3 Duration of the contract

The contract shall commence upon award notification and last for a duration of **4 calendar years**. For each of the orders sent to the contractor, the services must be implemented and delivered in a maximum of **30 calendar days**.

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.

Each party may, however, terminate the contract provided that notification to the other party is sent at least 60 calendar days before the actual contract end date. In this case, the party may not claim damages for such termination.

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

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

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

Within three years of the conclusion of this contract and in accordance with in accordance with Article 42 §1, 2° of the law of 17 June 2016, the contract may be extended to include new services consisting of the repetition of similar works or services.

3.4 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 attained as a basis for claiming compensation.

3.5 Value of the contract

The maximum contract value is 221,000 Euro. 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 the orders amount don't reach the maximum value.

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.

4.1 Managing official (Art. 11)

The managing official is **William Yeka**, Communication and Social Behaviour Change Expert
Email: william.yeka@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

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 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.

By way of derogation from Article 26 of the GIR 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 reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions 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 contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

- 1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Fill out the following form as completely as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and return it to the e-mail address: info.cdcck@minfin.fed.be
- 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.

Proof is provided, as appropriate, 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 contract and a reference to the procurement documents, as well as the name, first names and full address of

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the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatary', as appropriate.

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

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

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

1° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

4.7 Conformity of performance (Art. 34)

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

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

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

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

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

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

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are permitted.

To calculate the price revision, the following formula applies:

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

where:

Pr = Price after revision

| | | |
|----|---|--|
| Po | = | Price quoted in the tender |
| Io | = | Index for the month in which the framework Contract (FWC) enters into force; |
| Ir | = | Index for the month in which the request to revise prices is received |

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

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

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

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

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 Performance modalities (Art. 146 et seq.)

4.9.1 Purchase orders (Art. 115)

Quantities to be supplied under the contract will be dependent upon notification of purchase orders.

The requests will be made in function of the needs of the contracting authority. Requested quantities through purchase orders may be delivered under several instalments.

4.9.2 Deadlines and terms (Art. 147)

The supplies shall be delivered within a maximum of **30 calendar days** following the date of receipt 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.

The order form is addressed to the service provider either by registered letter, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

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

In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt

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

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

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

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

The supplies will be delivered at the location and address stated in the technical specification ref point 1.1.4.

4.10 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.

4.11 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.

4.12 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.

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

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

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

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

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

4.13.1 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 nonobservance 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.

4.13.2 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.

4.13.3 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.

4.14 End of the procurement contract

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

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

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

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

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

The acceptance specified above is final.

4.14.3 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 the service order.

Only services that have been performed correctly may be invoiced.

100% of the invoice amount for each order shall be paid after acceptance of the delivered items.

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.

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.

4.15 Litigation (Art. 73)

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

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

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

Enabel, public-law company

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

To the attention of Mrs Inge Janssens rue Haute 147

1000 Brussels

Belgium

5 Procurement procedure

5.1 Type of procedure

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

5.2 Publication

Official notification

This contract is officially advertised in the Belgian Public Tender bulletin

Further notification

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

This publication shall constitute of an invitation to tender.

5.3 Information

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

Until 10 calendar days before the time for the receipt of tenders, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract.

Questions will be in writing to UGA_CSC_CONTRACTS@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

In order to submit a bid in full knowledge of the requirements, a compulsory pre-bid meeting shall be held at the Enabel in Uganda office in Kampala and online through https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTdhZjgxNzEtNDM1NS00ZGZILTg1YWQtNGJhZGYyYjlyZmU0%40thread.v2/0?context=%7b%22Tid%22%3a%228552ee09-2fab-421d-9ef7-664207bcf596%22%2c%22Oid%22%3a%22b4158ba1-f9e0-436b-a7a2-1983c356b8e8%22%7d on Thursday 31st July 2025 at 10:00 AM Kampala time.

The meeting credentials are as follows:

Meeting ID: 379 042 332 546 4

Passcode: nZ7cg6UD

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

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

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

5.4 Preparation and Submission of Tenders

Preparation of tenders

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

Content of tenders

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

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

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

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

The tender shall contain the following parts:

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1. Administrative Proposal

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Financial Identification Form **(along with an account confirmation letter from the bank. This account shall not change throughout the contract duration and implementation)**
- Power of attorney
- Certificate of Incorporation
- Articles of Association and Memorandum (as applicable)
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Financial capacity form (Audited financial books of accounts for the last three years,

The successful tenderer shall be required to provide the following documents;

- 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);

2. Technical Proposal

Compliance to the specifications in any format

3. Financial Proposal

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

Determination of prices

All prices given in the tender form shall obligatorily be EURO.

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

Elements included in the price

(Art. 32 §3 Royal Decree 18.04.2017)

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

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

The packaging;

Training required for operation;

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

Customs and excise duties for equipment and products used;

Ugandan withholding tax regulations on withholding taxes. For national entities, 6% is deducted to the fees costs. For international entities, 15% is deducted to the fees costs.

Validity of tenders

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

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

5.4.2 Submission of tenders

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

The tenderer submits his tender as follows:

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

One original copy of the completed tender shall be submitted on paper (hard copy). Electronic copies shall be submitted in one or more PDF files on a USB stick. The USB stick shall be inserted into the envelope containing the hard copy tender.

The tender shall be submitted in a properly sealed envelope bearing the following information: Name of tenderer, the title of the contract and the reference number of the procurement 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 9:00am to 12:00 pm and from 2:00 pm to 4:00pm (see the address given under point a) above).

The final date and time for receiving tenders is **13th August, 2025, 2:00 PM, Kampala Time**

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

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

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

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

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

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

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

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

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

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

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

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

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

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

Selection criteria

Tender Specifications – UGA22005-10004

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.

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

| | |
|------------------|---|
| 1 | Sufficient Economic and Financial Capacity |
| 1.1 | Sufficient turn-over |
| Minimum Standard | Minimum average annual turnover of 40,000 EUR during the past three financial years (2024,2023 and 2022) |
| | |
| 2 | Sufficient Technical and Professional Capacity |
| 2.1 | Sufficient experience in printing services. |
| Minimum Standard | Minimum of 1 similar assignment within the scope of the contract, which was totally and successfully completed in the last 3 years. |

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.

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

Substantially irregular tenders will be rejected.

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

The following irregularities are deemed substantial:

- 1° if applicable, failure to comply with environmental, social or labor law, if such non-compliance is punishable by law;
- 2° failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, clause 1, 1alinea 1er, 54, §2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;
- 3° failure to comply with the minimum requirements and the requirements that are indicated in the technical specifications;
- 4° tenders that do not bear an original handwritten signature on the tender form.

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

5.5.2.2 Financial evaluation of tenders

Award Criteria

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

Criteria: Price: 100 %;

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

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

Final score

The procurement contract will be awarded to the 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 framework agreement

The contract will be awarded to the tenderer who has submitted the most economically advantageous tender after the contracting authority has verified the grounds for exclusion.

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender. Notification is via e-mail.

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.

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 Offer of the contractor and all of its annexes;

- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

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

5.6.2 Concluding the subsequent contract through a cascade procedure (without re-competition for phase 1)

Conditions

Awarding without re-competition is used when the methodological approach for the services to be performed are entirely defined and fixed by the contracting authority, and no original methodological contribution is expected from the service provider.

Procedure

By submitting its initial offer, the bidder accepts the cascade process and the mode of as described below:

- Stage 1: The contract documents (terms of reference, work schedule, etc.) are e-mailed to the first-ranked bidder. The successful bidder is asked to confirm his agreement to the execution of the order and the availability of the expert by sending an e-mail within a maximum of 5 calendar days from the day following the invitation.

If, for any reason whatsoever, the successful bidder is unable to perform the service, the successful bidder shall notify this by e-mail as soon as possible and within a maximum of 5 calendar days. Should the tenderer fail to send bid form within the 5-day time limit, silence on the part of the bidder will be considered as a refusal of the contract.

- Step 2: If the first-ranked bidder refuses the order or does not respond within the 5-calendar-day time limit specified above, the request is second-ranked contractor in accordance with the cascade mechanism. The provisions of step 1 apply.

Step 3: If the second-ranked successful bidder refuses the order or does not within the 5 calendar days specified above, the request is sent to the third-ranked to the third-ranked bidder in accordance with the cascade mechanism. The provisions of step 1 apply.

Refusal of an order will not affect the successful tenderer who refuses it.

5.6.3. Concluding the subsequent contracts through mini-competition for phase 2

Conditions

The award by re-competition is used when the contracting authority expects the service provider to propose its own original methodology for carrying out the services adapted to the size and complexity of the service. It is also used when extra services are required which are complementary to those of initial framework agreement but for which it was impossible to plan at the time of launching the initial framework agreement.

The mini competition for phase 2 shall be opened up to maximum 3 tenderers who shall have been ranked 1st, 2nd and 3rd at the time of awarding phase 1. after the mini competition, phase 2 shall also be awarded on a cascade basis to the best 2 tenderers. There shall be no more re-competition for future orders.

Procedure

By submitting its initial offer, the tenderer accepts the competitive tendering process and the method of execution of the contract as described below in accordance with (art.43, § 5, 2,° of the law):

Stage 1: Enabel sends the terms of reference by email simultaneously to the three service providers selected under the framework agreement with the request to submit a methodology proposal and an overall price for the service within the deadlines that will be communicated in the request.

Stage 2: The service providers submit their proposal within the deadlines.

The overall price is based on the unit prices of the initial offer. The unit prices cannot be higher than the unit prices of the initial offer.

Stage 3: An award report will be drawn up based on the award criteria, setting out the reasons for the choice of service provider.

Stage 4: An order form is drawn up. It will stipulate the tasks to be carried out, the start date, the duration in days and any other useful information. All other successful tenderers are informed by email of the outcome of the procedure.

The criteria for the mini competition shall include

2. Financial proposal: (100%)

6 Annexes

6.1 Procedural Documents – Tender Forms

6.3.1 ADMINISTRATIVE PROPOSAL

Legal Identification forms

To fill the form, please click here :

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89acdeb89f513e1c>

| | | | |
|--|--|--------------------------|---|
| I. PERSONAL DATA FAMILY NAME(S)① FIRST NAME(S)① DATE OF BIRTH <div style="text-align: center;">JJ MM YYYY</div> PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE) TYPE OF IDENTITY DOCUMENT <div style="text-align: center;"> IDENTITY CARD PASSPORT DRIVING LICENCE② OTHER③ </div> ISSUING COUNTRY IDENTITY DOCUMENT NUMBER PERSONAL IDENTIFICATION NUMBER④ PERMANENT PRIVATE ADDRESS <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> POSTCODE </div> <div style="width: 30%;"> P.O. BOX </div> <div style="width: 30%;"> CITY </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 50%;"> REGION ⑤ </div> <div style="width: 45%;"> COUNTRY </div> </div> PRIVATE PHONE PRIVATE E-MAIL | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> II. BUSINESS DATA </td> <td style="width: 50%; border: none; vertical-align: top;"> If YES, please provide business data and attach copies of official supporting documents </td> </tr> </table> | | II. BUSINESS DATA | If YES, please provide business data and attach copies of official supporting documents |
| 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.) <div style="text-align: center;"> YES NO </div> | BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION <div style="text-align: center;"> CITY </div> <div style="text-align: center;"> COUNTRY </div> | | |

| | |
|-------------|------------------|
| 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

To fill the form, please click here :

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fcf7423f-7287-4cbb9c7b-645ab60734a3>

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

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

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

Public law entity

To fill the form, please click here:

[https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0bb21-8926a3cbd6dd\[lien\]](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:911554eb-a56f-4ee0bb21-8926a3cbd6dd[lien])

| | | | |
|---|-----------------|----------------|-----------------|
| 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 form8

| <u>BANKING DETAILS</u> | |
|-----------------------------------|--|
| ACCOUNT NAME ⁹ | |
| IBAN/ACCOUNT NUMBER ¹⁰ | |
| CURRENCY | |
| BIC/SWIFT CODE | |
| BANK NAME | |

| ADDRESS Of BANK BRANCH | | |
|-------------------------------|-----------|--|
| STREET & NUMBER | | |
| TOWN/CITY | POST CODE | |
| COUNTRY | | |

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

| | |
|--|-------------------|
| SIGNATURE OF ACCOUNT HOLDER (Obligatory) | DATE (Obligatory) |
| | |

⁸ Please add account confirmation letter from the bank. This account shall not change throughout the contract duration and implementation

⁹ 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.

¹⁰ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

Subcontractors

| Name and legal form | Address / Registered office | Object |
|---------------------|-----------------------------|--------|
| | | |
| | | |
| | | |
| | | |
| | | |

Declaration on honour – exclusion criteria

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

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

1° involvement in a criminal organisation

2° corruption

3° fraud

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

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

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

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

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

Are also considered such serious professional misconduct:

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

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

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

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the

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

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

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

5) When a conflict of interest cannot be remedied by other, less intrusive measures;

6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

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

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

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

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

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions><https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-uniesinternationales-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-ueeurop%C3%A9ennes-ue>
<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated>https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_enlist-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

[https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations
generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

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

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

Place, date

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 | Year- 1 | Last year | Average |
|---|---------|---------|-----------|---------|
| Annual turnover, excluding this public contract ¹¹ | | | | |

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

List of main similar assignments

| Description of the main similar assignments totally performed | Amount involved | Completion date in the last 3 years (only totally performed assignments) | Name of the public or private bodies |
|---|-----------------|--|--------------------------------------|
| | | | |

Certificates of completion

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

¹¹ Last accounting year for which the entity's accounts have been closed.
Tender Specifications 2800UGA10121

6.3.4 FINANCIAL PROPOSAL for phase 1

Tender Forms – prices

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

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

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

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

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

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

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

| S/N | Item Description | Specification | Estimated Quantity | Unit of measure | Estimated page ranges | Unit Price in EURO Excl VAT | Total Price in EURO Excl VAT |
|-----|------------------|--|--------------------|-----------------|-----------------------|-----------------------------|------------------------------|
| 1a. | Flipbooks | Role model stories A3, TVET hard laminated full Colour | 1000 | pcs | 12-17 pages | | |
| 1b. | Flipbooks | Role model stories A3, Agriculture hard laminated full | 1000 | pcs | 12-17 pages | | |

Tender Specifications 2800UGA10121

| | | | | | | | |
|------------|----------------|---|------|----------------------------------|-------------|--|--|
| | | Colour | | | | | |
| 1c. | Flipbooks | Role model stories A3, the Green Economy hard laminated full colour | 1000 | pcs | 12-17 pages | | |
| 2a. | Canvas Charts | Career guidance Map 62cm by 67cm (14.5cm by 24cm pockets) canvas | 1000 | pcs | 1 page | | |
| 2b. | Other Products | Course cards A5 leaflet for the pocket chart (hard laminated) 15 cards each set | 1000 | Set of 15 | N/A | | |
| 2c. | | Career guidance instruction A5, Hard paper, double sided (1 card) | 1000 | pc | N/A | | |
| 3a. | Toys & Games | Board game (1m x0.5m)-PVC banner material | 1000 | pcs | 1 page | | |
| 3b. | | Dices-Plastic ludo dice-25mm | 1000 | pcs | N/A | | |
| 3c. | | Tokens (6 tokens each set). wooden and painted 3.5 cm diameter | 1000 | Set of 6 different Colour tokens | N/A | | |
| 3d. | | Avatar cards A6 (9 cards each set)-hard paper | 1000 | Set of 9 | N/A | | |
| 3e. 3f. | | Value chain 1 cards A6 (10 cards each set)-hard paper | 1000 | Set of 10 | N/A | | |
| 3g. | | Value chain 2 cards A6 (10 cards each set)-hard paper | 1000 | Set of 10 | N/A | | |
| 3h. | | Opportunity and disaster cards A6 (50 cards each set)(30 for opportunity cards and 20 for | 1000 | Set of 50 | N/A | | |

| | | | | | | | |
|-----|---------------|---|------|------------|-------------|--|--|
| | | disaster)-Hard paper | | | | | |
| 3i. | | Certification cards, A7 hard paper double print- (10 Cards each set) | 1000 | Set of 10 | N/A | | |
| 3j. | | Money cards, 14cm by 7cm (Hard paper), bond 80, single sided (350 cards each set) | 1000 | Set of 350 | N/A | | |
| 3k. | | SACCO Cards,14cm by 7cm (hard paper), bond 80, single sided (10 cards per set) | 1000 | Set of 10 | N/A | | |
| 3l. | | Printing of instruction A5 Booklet, art paper, full colour, print double sides, saddle stitch binding. | 1000 | Pcs | 12 pages | | |
| 4a. | | Parents chain gamecards. A4, hard paper, hard laminated, full colour.(14 cards per set) print one sided. | 1000 | Set of 14 | N/A | | |
| 4b. | | Parents chain game instruction booklet; A5, art paper, full colour, print double. | 1000 | pcs | 12 pages | | |
| 5a. | Canvas Charts | Soft skills- A5 art paper on the inside pages with a matt paper on the cover | 1000 | pcs | 32 Pages | | |
| 5b. | | Canvas chart A2 (1) Julius' story (7 charts per set) | 1000 | pcs | 7-10 charts | | |
| 5c. | | Canvas chart A2Nabwire (9 charts per set) | 1000 | pcs | 9-12 charts | | |
| 6. | Package/bag | A hard rectangular duffel-style bag (75 cm x 60 cm) with one top zipper and campaign logo | 1000 | pcs | N/A | | |

| | | | | | | | |
|--------------------------------|--|---|--|--|--|--|--|
| | | branding. Durable and ideal for carrying bulky items. Black color | | | | | |
| Total prices in euro excl VAT | | | | | | | |
| VAT percentage (if applicable) | | | | | | | |
| Amount in words | | | | | | | |

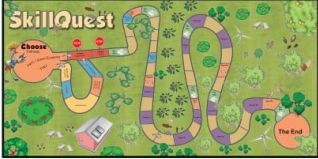

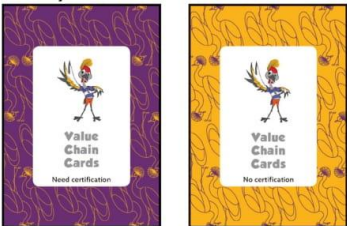



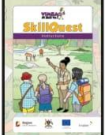
Name and first name:


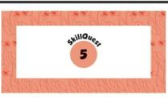
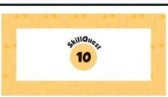





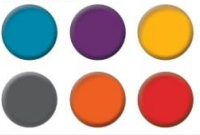


Duly authorised to sign this tender on behalf of:

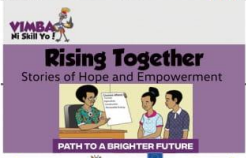

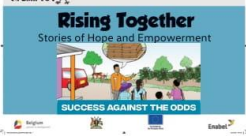


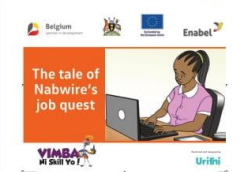
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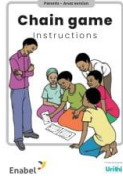

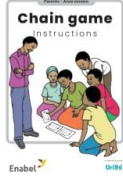

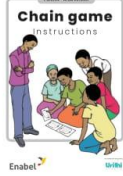
Signature:


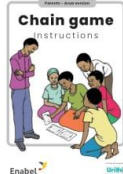

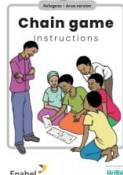

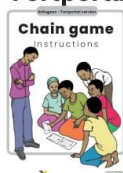
Printing specs


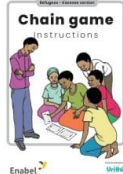

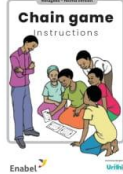
| Materials | Size | copies |
|---|--|--------|
| Board game- PVC (1 in a set)  | 115cm by 52cm Print single sided | |
| Avatar cards (8 cards in a set)  | A6 - hard paper Print double sided | |
| Value chain cards (1 and 2) (18 cards in total)  | A6 - hard paper Print double sided | |
| Opportunity or disaster cards and Obstacle cards (45 cards in total (30 opportunity or disaster and 15 obstacle cards))  | A6 - hard paper Print double sided | |
| Certification cards (10 cards in total)  | A7 - hard paper Print single sided | |
| SACCO cards (10 cards in total)  | A7 - hard paper Print single sided | |
| Instructions (A5 booklet with 12 pages)  | A5 - Art paper, saddle stitched binding) | |

| | | |
|---|---|-------------------|
| Money cards | 14cm by 7cm Bond 80, single side | total (5 X 50) |
|  50 cards of each | | |
|  50 cards of each | | |
|  50 cards of each | | |
|  50 cards of each | | |
|  50 cards of each | | |
|  50 cards of each | | |
|  50 cards of each | | |
| 1 dice  | Plastic | |
| 6 tokens  | wooden and painted | |
| Career guidance information map (62cm by 67cm) and (14.5cm by 24cm pockets)  | 61.5cm by 66cm, Canvas pocket chart | |
| Course cards (11 cards)  | A5, hard paper, double sided | |

| | | |
|---|---|--|
| Career guidance instructions (1 card) | A5, hard paper, double sided | |
| Role model stories | 3 flip books, A3 landscape, hard laminated with stand | |
|  12 pages | | |
|  13 pages | | |
|  11 pages | | |
| Soft skills (32 pages) | A5, art paper on the inside pages with a matt paper on the cover | |
|  | | |
| Canvas charts- Julius story set (9 charts) | A2, canvas charts, print double sided | |
|  | | |
| Canvas charts- Nabwire story set (5 charts) | A2, canvas charts, print double sided | |
|  | | |

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|--|--|--|
| Parents Chain game cards -Arua  | A4, hard paper, hard laminated, full colour 14 cards, print one sided | |
| Parents Chain game instructions -Arua  | A5, art paper, full colour, 12 pages, print double sided | |
| Parents Chain game cards -Fortportal  | A4, hard paper, hard laminated, full colour 14 cards, print one sided | |
| Parents Chain game instructions -Fortportal  | A5, art paper, full colour, 12 pages, print double sided | |
| Parents Chain game cards -Kasese  | A4, hard paper, hard laminated, full colour 14 cards, print one sided | |
| Parents Chain game instructions -Kasese  | A5, art paper, full colour, 12 pages, print double sided | |

| | | |
|--|--|--|
| Parents Chain game cards - Hoima  | A4, hard paper, hard laminated, full colour 14 cards, print one sided | |
| Parents Chain game instructions -Hoima  | A5, art paper, full colour, 12 pages, print double sided | |
| Refugees Chain game cards -Arua  | A4, hard paper, hard laminated, full colour 14 cards, print one sided | |
| Refugees Chain game instructions -Arua  | A5, art paper, full colour, 12 pages, print double sided | |
| Refugees Chain game cards -Fortportal  | A4, hard paper, hard laminated, full colour 14 cards, print one sided | |
| Refugees Chain game instructions -Fortportal  | A5, art paper, full colour, 12 pages, print double sided | |

| | | |
|---|--|--|
| Refugees Chain game cards -Kasese  | A4, hard paper, hard laminated, full colour 14 cards, print one sided | |
| Refugees Chain game instructions -Kasese  | A5, art paper, full colour, 12 pages, print double sided | |
| Refugees Chain game cards - Hoima  | A4, hard paper, hard laminated, full colour 14 cards, print one sided | |
| Refugees Chain game instructions -Hoima  | A5, art paper, full colour, 12 pages, print double sided | |