



TENDER SPECIFICATIONS

Public service contract for “Public procurement for Consultancy Services for Short term skills trainings and training materials to include but not limited to urban refugees, juveniles in remand homes, and vulnerable host community youth under framework agreement.”

Reference No: **UGA22003-10245**

Country: **Uganda**

Negotiated Procedure without Prior Publication

Deadline for requesting clarifications: Until the **tenth day** (3rd July 2026) before the deadline for submission of tenders

Deadline for submission of tenders: **14th July 2026 at 11:00am Kampala time (East Africa Time)**

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, 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), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with 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.
- 1.3. For this public contract Enabel, in Uganda, is represented by :

Name	Position
Lea Ingabire	Contract and Support Manager.

- 1.4. **Attention : even if Enabel as contracting authority is based in Belgium, Enabel has different “permanent establishments” in partner countries, who are 'customer' in the sense of tax legislation.¹ As a result, services of this contract are deemed to be located in Uganda and applicable tax legislation is legislation of Uganda. For more information on this tax regime, you can contact Enabel Uganda - Contract Service Centre, Contract Service Centre (clause 3 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:

The Law of 17 June 2016 on public procurement;

The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;

The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;

The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;

Circulars of the Prime Minister with regards to public procurement;

Enabel's policy regarding sexual exploitation and abuse – June 2019;

Enabel's policy regarding fraud and corruption risk management – June 2019.

- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

¹ Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).

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

3. APPLICABLE LAW AND COMPETENT COURTS

3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

1.1. This public contract is a service contract for provision of: The WeWork Project, implemented by Enabel in partnership with the Government of Uganda, aims to enhance access to decent employment opportunities for youth and vulnerable groups in We Work Project areas, i.e Kampala metropolitan area, west Nile, Busoga region and Rwenzori Albertine region). As part of its skilling component, the project supports community-based, short-term technical skills training responding to local labour market needs. Beneficiaries include but not limited to urban refugees, juveniles in remand homes, and vulnerable host community youth. Training will focus on Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags), applying CBET/UVQF standards, and assessing UVTAB. The assignment seeks competent trainers to deliver practical, market-relevant instruction and support trainees through assessment, certification, and basic enterprise development.

2. LOTS

This public contract comprises 4 (four) lots, each of which is indivisible.

The tenderer may submit a tender for a maximum of 2 lots. Tenders exceeding this maximum shall be rejected.

2.1. This limitation is introduced in order to:

- ensure effective and timely implementation across geographically dispersed regions;
- take into account the logistical and operational constraints associated with delivering short-term skills trainings in remote and diverse locations;
- promote wider competition and participation of operators with local or regional capacity;
- reduce risks related to over-concentration of contract implementation under a single tenderer.

2.2. Each lot will be evaluated and awarded independently in accordance with the evaluation criteria set out in this tender

2.3. The lots are:

Lot title	Lot description
Lot 1	Short term skills trainings and training materials for vulnerable groups in i.e Kampala and metropolitan area (Training will focus on Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags), Liquid/Bar Soap making training, Apiary/Honey Processing , and Videography/Photography Training
Lot 2	Short term skills trainings and training materials for vulnerable groups in Rwenzori and Albertine Region. (Training will focus on Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags), Liquid/Bar Soap making training, Apiary/Honey Processing , and Videography/Photography Training

Lot title	Lot description
Lot 3	Short term skills trainings and training materials for vulnerable groups in Busoga Region. (Training will focus on Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags), Liquid/Bar Soap making training, Apiary/Honey Processing , and Videography/Photography Training
Lot 4	Short term skills trainings and training materials for vulnerable groups in West Nile Region. (Training will focus on Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags), Liquid/Bar Soap making training, Apiary/Honey Processing , and Videography/Photography Training

3. 1ITEMS

- 3.1. Each lot of this public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.
- 1.2. These items are grouped together to form one single lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot. A tender for part of a lot is thus inadmissible.
- 1.3.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts upon award notification following the date of the kick off meeting and lasts for 1 (one) year.
- 4.2. After this initial term, the public contract may be renewed by the contracting authority for a maximum number of 1 renewal for 1 (one) year, by sending a signed letter at least one month prior to the contract renewal date. The renewal will be made as per the terms and conditions of the initial tender specifications. Should the contract not be renewed, the service provider cannot claim damages

5. VARIANTS

- 5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender, no variants will be accepted.

6. OPTIONS

- 6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

7. QUANTITIES

- 7.1. Quantities will be determined in order forms.

- 7.2. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.
- 7.3. The presumed quantities indicated in the price form (clause 3 of chapter 8 Forms) are given per lot for information purposes only. The contracting authority does not commit in any way as to quantities that will actually be ordered under this public contract.

8. VALUE OF THE CONTRACT

- 8.1. The maximum contract value for this tender is 140,0000 Euros.

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

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Direct Negotiated Procedure without Prior Publication pursuant to Article 41, § 1, °1 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

2.1. The following platforms:

Website of Enabel (www.enabel.be);

The Local Newspaper (New Vision).

This publication constitutes an invitation to submit an offer to anyone who becomes aware of it.

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Enabel Uganda - Contract Service Centre

Contract Service Centre

UGA_CSC_CONTRACTS@enabel.be

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

3.2. Requesting clarifications

Prospective tenderers have until the **3rd July 2026**, inclusive, (10 days before the deadline for submission of tenders) to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (UGA_CSC_CONTRACTS@enabel.be), and will be answered in the order received.

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

3.3. Publication of clarifications and/or amendments to the tender specifications

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the seventh day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published 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 under clause 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **150 (one hundred and fifty) calendar days** from the tender reception deadline date.

5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in:
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.

- 1.4. The tenderer **must** use the tender forms provided in the annex:

Identification form (clause 1 of chapter 8 Forms);

Financial Identification Form

Integrity form

List of subcontractors (clause 2 of chapter 8 Forms);

Tender form - Prices (clause 3 of chapter 8 Forms)

Declaration on honour - Exclusion grounds (clause 7 of chapter 8 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

- 5.5. The tenderer also attaches the following to his tender:

All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);

2A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

The statutes and any other document required to establish the power of attorney of the signer(s).

- 5.6. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

Identification form (clause 1 of chapter 8 Forms);

Declaration on honour - Exclusion grounds (clause 7 of chapter 8 Forms);

The statutes and any other document required to establish the power of attorney of the signer(s);

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

- 5.7. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 5.8. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), 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.

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

- 7.1. Lot 1 : This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 7.2. Lot 2 : This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 7.3. Lot 3: This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 7.4. Lot 4: This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 7.5. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his unit and global prices any charges and taxes generally applied to services according to the applicable tax legislation of Uganda, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable. As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Uganda, the attention of tenderers who are non-tax residents of Uganda is drawn to the tax on the profits of non-residents (15%) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Uganda. The 15% non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.

- 8.2. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
- Administrative management and secretariat services;
 - Documentation related to the services;
 - Delivery of documents or records associated with the performance of the contract.
- 8.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

- 9.1. Without prejudice to any variants, the tenderer may only submit one tender per lot.
- 9.2. *Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement.*

The nature of this public contract is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal “e-Procurement” platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network.

In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.

- 9.3. The tenderer submits their tender as follows:

One original copy of the completed tender shall be submitted by email.

These copies may be submitted as one or more PDF files.

Tender: **UGA22003-10245 - Public procurement for Consultancy Services for Short term skills trainings and training materials to include but not limited to urban refugees, juveniles in remand homes, and vulnerable host community youth under framework agreement.**

- 9.4. **The tender must be submitted before 14th July 2026 at 11:00am Kampala time (East Africa Time)** in one of the following ways:

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

uga_csc_tenders@enabel.be

10. TENDER SIGNATURE

- 1.5. **The tender and all accompanying documents must be numbered and signed by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.

- 10.1. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 10.2. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 1.6. Tenders must be in the possession of the contracting authority before **14th July 2026 at 11:00am Kampala time (East Africa Time)**.
- 1.7. The tender opening session will take place behind closed doors. 9.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 7 of chapter 8 Forms).
- 12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)** Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff,

in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.
- 13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
 - all participants submitting a joint bid as a consortium of economic operators;
 - other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, 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.

14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria and the minimum requirements are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

15. AWARD CRITERIA

15.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Quality of the proposed Technical Methodology (logical Approach/strategy to delivering the assignment, processes, strategies, stakeholder engagement methods, comprehensive plans and understanding of ToRs).	25	Most Economically Advantageous Tender
Quality of the proposed project management plan (quality management plan, work plan and schedule of activities, risk and risk mitigation strategies, communication plan and teams management plan)	15	Most Economically Advantageous Tender
Experience of the proposed Human resources	20	Most Economically Advantageous Tender
Price	40	Weighted Price Scoring Method

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

1.8. The scores for the award criteria will added up. This public contract will be awarded to the tenderer that submitted the tender 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.

16. AWARDDING THE PUBLIC CONTRACT

16.1. Each lot of this public contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot in question.

16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

16.3. The contracting authority also reserves the right to award only certain lots and may decide that the remaining lot(s) will be subject to one or more new contracts, if necessary through a different award procedure in accordance with Article 58, § 1, third paragraph of the Law of 17 June 2016 on public procurement.

16.4. The framework agreement will be awarded to two tenderers per lot who have submitted the most economically advantageous tender. This framework agreement shall be awarded under the cascading system of a maximum of 2 shortlisted tenderers. Subsequent contracts will be awarded as follows: the first order shall go to the 1st ranked service provider. The second order shall go to the 2nd ranked contractor only if the first-ranked tenderer does not have the capacity or is not interested in the order is the second-ranked tenderer contacted, and so on..

17. CONCLUDING THE CONTRACT

17.1. The contract is formed upon notification to the successful tenderer of the approval of their tender.

17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

17.3. The full public contract consists of the following documents:

These tender specifications and their annexes;

The approved BAFO and all of its annexes;

The registered letter notifying the award decision;

Any later documents accepted and signed by both parties, as appropriate.

17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), 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 "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract is **Joannah Amyera, Skilling Intervention Officer**, email: joannah.amyera@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.
- 4.5. 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 these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

5. CONFIDENTIALITY (ART. 18)

- 5.1. Service providers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

- 5.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

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 the 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.

6.2. Processing of personal data by the service provider

Where during contract performance, the service provider processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply :

For any processing of personal data carried out in connection with this public contract, the service provider 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 service provider will each be responsible, individually, for the processing.

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.
- 7.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

8. PERFORMANCE BOND (ART. 25 TO 33)

The performance bond is set at 5 % of the total value, excluding VAT, of the procurement contract if the contract award value is equal to or greater than 50,000 Euro. The value thus obtained is rounded up to the nearest 10 euros.

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

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

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

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

The contractor must, within 30 calendar days from the day of procurement contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:
1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office Fill out the form

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

After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

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

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

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

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

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

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

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

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

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

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and

a reference to the procurement documents, as well as the name, first name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatory', as appropriate.

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

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

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

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

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

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

The services must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

10. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)

10.1. Scope

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

10.2. Nature of the amendment

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

10.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than

those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

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

either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;

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

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

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

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

11. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

12. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

- 12.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 12.2. 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 may be agreed.
- 12.3. When activities are suspended, based on this clause 12.3, the service provider 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.
- 12.4. The service provider 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 period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;

The suspension is not due to unfavourable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;

The suspension occurs during the contract's performance period.

13. UNFORESEEABLE CIRCUMSTANCES

- 13.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

14. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

- 14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 14.2. Such price revision is only possible if both the following conditions apply:

The change entered into force after the tenth day preceding the deadline for submission of tenders, and

Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".

- 14.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

15. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

- 15.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the “GIR”, must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.
- 15.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (E) - CONTROL AND MONITORING OF THE PUBLIC CONTRACT

SECTION (F) - PERFORMANCE MODALITIES

16. ORDER FORMS (ART. 146)

- 16.1. Performance of the public contract depends on the notification of one or more orders.
- 16.2. The contract can only be performed after an order form to that effect has been transmitted by the managing official via e-mail.

17. DEADLINES AND TERMS (ART. 147)

- 1.9. The service provider must complete the services for each order placed within **3 (three) months**, starting from **the day to be set in an order form**. Each order has thus a contract duration of 3 months.

18. PLACE OF PERFORMANCE (ART. 149)

The activities shall be conducted in the WeWork Project areas, i.e Kampala metropolitan area, west Nile, Busoga region and Rwenzori Albertine region. areas. The address for location of training will be indicated in each order form

19. INSPECTION OF THE SERVICES (ART. 150)

- 19.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.
- 19.2. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

20. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)

- 20.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.
- 20.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfill its obligations.

SECTION (G) - MEANS OF ACTION

21. FAILURE OF PERFORMANCE (ART. 44)

- 21.1. The service provider shall be considered in breach of this public contract under the following circumstances:

When contract performance is not carried out in accordance with the conditions specified in the procurement documents;

When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;

When the service provider fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the service provider either by registered post or e-mail (with proof of the exact dispatch date).

- 21.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), 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.
- 21.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the "GIR".

22. FINES FOR DELAY (ART. 46 AND 154)

- 22.1. Fines for delay differ from penalties referred to in Article 45 of the "GIR". They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.
- 22.2. Fines for delay are calculated, according to Article 154 of the "GIR", at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.
- 22.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.
- 22.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

23. MEASURES AS OF RIGHT (ART. 47 AND 155)

23.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 23.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.

23.2. The measures as of right are:

Unilateral termination of the 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;

Completion of all or part of the unfulfilled contract by the contracting authority itself;

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

The measures outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

SECTION (H) - END OF THE PUBLIC CONTRACT

24. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)

24.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.

24.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.

24.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the “GIR” (clause 25).

24.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.

24.5. The acceptance process is final and concludes the services under the contract.

25. INVOICING AND PAYMENT (ART. 66-72 AND 160)

25.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.

25.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.

25.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

Macmillan Apedo macmillan.
apedo@enabel.be
Financial Controller- We Work- EU
Enabel in Uganda.

Payments may be made in instalments (progress payments) and will be made upon invoicing in the following instalments:

- 20% after submission of the inception report and needs assessment
- 50% after submission of continuous trainee assessment reports capturing weekly assessment scores, together with daily attendance registers documenting trainee participation. Trainee certification shall be based on attendance records, with only trainees attaining attendance above 50% qualifying for certification.
- 30% after submission of the final training report

26. ADVANCE PAYMENTS

26.1. Notwithstanding clause 25.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance may be granted to the service provider.

The amount of the advance is calculated by applying the following percentages to the reference value of the public contract:

20% if the winning tenderer is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;

10% if the winning tenderer is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;

5% where the winning tenderer is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

26.2. The advance is calculated on the basis of the reference value of the public contract, i.e.:

If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;

If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;

In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

26.3. No advance is granted before:

Notification of the conclusion of the public contract;

A written dated demand submitted to the contracting authority;

A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

- 26.4. Payment of the advance may be suspended if it is found that the service provider does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.
- 26.5. The advance granted is charged to the amounts owed to the service provider, as follows: The first half of the advance payment shall be offset against the sums due to the service provider when the value of the services performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the service provider when the value of the services performed reaches 60 per cent of the original order amount.

5 TERMS OF REFERENCE

1. BACKGROUND AND JUSTIFICATION

Background The WeWork Project, implemented by Enabel in partnership with the Government of Uganda, aims to enhance access to decent employment opportunities for youth and vulnerable groups in We Work Project areas, i.e Kampala metropolitan area, west Nile, Busoga region and Rwenzori Albertine region). As part of its skilling component, the project supports community-based, short-term technical skills training responding to local labour market needs. Beneficiaries include but not limited to urban refugees, juveniles in remand homes, and vulnerable host community youth. Training will focus on Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags), applying CBET/UVQF standards, and assessing UVTAB. The assignment seeks competent trainers to deliver practical, market-relevant instruction and support trainees through assessment, certification, and basic enterprise development

2. OBJECTIVES OF THE PUBLIC CONTRACT AND EXPECTED RESULTS

2.1. Objectives of the public contract

General Objective To enhance livelihood and employability opportunities for urban refugees and juveniles in remand homes through the provision of short-term, competency-based technical skills training in Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags) Specific Objectives 1. To provide up to 3 months of hands-on training in Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags) for up to 30 participants per order. 2. To facilitate competency-based assessments and certification by UVTAB. 3. To strengthen employability, micro-enterprise skills at the community level. 4. To support sustainable market linkages through entrepreneurship and business development.

2.2. Tasks to be carried out

Bakery and Pastry Production.

The bakery training shall target urban refugees and the host community within i.e Kampala metropolitan area, west Nile, Busoga region and Rwenzori Albertine region who have an interest in learning the skill.

The training shall be in a practical field based on a selected enterprise, with business skills training, business plan development, and startup kit procurement and distribution; the start-up kit will be managed by Enabel.

Key tasks for this subject shall include:

- Conducting beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
- Delivering competency-based and participatory training sessions, combining theory, practice, and entrepreneurship skills.
- Conducting continuous trainee assessments and supporting learners to prepare for Assessments for a maximum of 4 weeks.
- Ensuring adherence to occupational health, safety, environmental, and gender inclusion standards for the trainees.
- Supporting trainees in developing micro-enterprises and employability portfolios.

- Maintaining accurate records of attendance, performance, and progress.
- Submit training reports to the Skilling Intervention Expert, detailing progress, outcomes, and recommendations.

Deliverables

- Inception report and an approved training work plan and session schedule, Weekly and monthly progress and attendance reports, and a record of trainee performance.
- Submission of continuous trainee assessment reports capturing weekly assessment scores, together with daily attendance registers documenting trainee participation. Trainee certification shall be based on attendance records, with only trainees attaining attendance above 50% qualifying for certification.
- A comprehensive final report summarizing the training activities, participant attendance, and progress (including pre- and post-training skill assessments), challenges encountered, and recommendations for future programs

Horticulture -Vegetable Production (tomatoes, leafy greens, etc.)

Horticulture training shall target urban refugees and the host community within i.e Kampala metropolitan area, west Nile, Busoga region and Rwenzori Albertine region who are either already youth engaged in agriculture, preferably vegetable production, Mushroom growing, tomatoes, cabbage (assorted vegetables), or have an interest in learning the skill.

The training shall be in a practical field based on a selected enterprise, with business skills training, business plan development, and startup kit procurement and distribution; the start-up kit will be managed by Enabel. The training package should include nursery bed setting/management, agroecological training, pest and disease management, harvest and post-harvest handling, marketing, and farming as a business.

Key tasks for this subject shall be included.

- Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
- Conduct training needs assessment.
- Develop training curriculum or support, including necessary manuals, work plans, and other key documents for training based on the needs assessment of the youth.
- Train the selected youth in Horticulture for a maximum of 4 weeks.
- Train the selected youth in business development, including business plans.
- Organize assessment and certification for the trained youth

Deliverables:

- Inception report and an approved training work plan and session schedule, Weekly and monthly progress and attendance reports, and a record of trainee performance.
- Submission of continuous trainee assessment reports capturing weekly assessment scores, together with daily attendance registers documenting trainee participation. Trainee certification shall be based on attendance records, with only trainees attaining attendance above 50% qualifying for certification.
- A comprehensive final report summarizing the training activities, participant attendance, and progress (including pre- and post-training skill assessments), challenges encountered, and recommendations for future programs

Poultry Production

Key tasks for this subject shall include:

- Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
- Conduct training needs assessment.
- Develop training curriculum or support, including necessary manuals, work plans, and other key documents for training based on the needs assessment of the youth.
- Train the selected youth for a maximum of 4 weeks.
- Train the selected youth in business development, including business plans.
- Organize assessment and certification for the trained youth.

Deliverables:

- Inception report and an approved training work plan and session schedule, Weekly and monthly progress and attendance reports, and a record of trainee performance.
- Submission of continuous trainee assessment reports capturing weekly assessment scores, together with daily attendance registers documenting trainee participation. Trainee certification shall be based on attendance records, with only trainees attaining attendance above 50% qualifying for certification.
- A comprehensive final report summarizing the training activities, participant attendance, and progress (including pre- and post-training skill assessments), challenges encountered, and recommendations for future program

Coffee Barista

Key tasks for this subject shall include:

- Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
- Conduct training needs assessment.
- Develop training curriculum or support, including necessary manuals, work plans, and other key documents for training based on the needs assessment of the youth.
- Train the selected youth for max 4 weeks.
- Train the selected youth in business development, including business plans.
- Organize assessment and certification for the trained youth.

Deliverables:

- Inception Report. A detailed report is submitted shortly after the contract begins. It should outline the consultant's refined understanding of the assignment, a detailed methodology for the training, a clear work plan with timelines, and a proposed framework for monitoring.
- Submission of continuous trainee assessment reports capturing weekly assessment scores, together with daily attendance registers documenting trainee participation. Trainee certification shall be based on attendance records, with only trainees attaining attendance above 50% qualifying for certification.
- A comprehensive final report summarizing the training activities, participant attendance, and progress (including pre- and post-training skill assessments), challenges encountered, and recommendations for future programs

Climate smart Agriculture

Key tasks for this subject shall include:

- Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
- Conduct training needs assessment.
- Develop training curriculum or support, including necessary manuals, work plans, and other key documents for training based on the needs assessment of the youth.
- Train the selected youth for a maximum of 4 weeks.
- Train the selected youth in business development, including business plans.
- Organize assessment and certification for the trained youth.

Deliverables:

- Inception Report. A detailed report is submitted shortly after the contract begins. It should outline the consultant's refined understanding of the assignment, a detailed methodology for the training, a clear work plan with timelines, and a proposed framework for monitoring.
- Submission of continuous trainee assessment reports capturing weekly assessment scores, together with daily attendance registers documenting trainee participation. Trainee certification shall be based on attendance records, with only trainees attaining attendance above 50% qualifying for certification.
- A comprehensive final report summarizing the training activities, participant attendance, and progress (including pre- and post-training skill assessments), challenges encountered, and recommendations for future programs.

Crafts (Bead making and bags)

Key tasks for this subject shall include:

- Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
- Conduct training needs assessment.
- Develop training curriculum or support, including necessary manuals, work plans, and other key documents for training based on the needs assessment of the youth.
- Train the selected youth for max 4 weeks
- Train the selected youth in business development, including business plans.
- Organize assessment and certification for the trained youth

Deliverables:

- Inception Report. A detailed report is submitted shortly after the contract begins. It should outline the consultant's refined understanding of the assignment, a detailed methodology for the training, a clear work plan with timelines, and a proposed framework for monitoring.
- Submission of continuous trainee assessment reports capturing weekly assessment scores, together with daily attendance registers documenting trainee participation. Trainee certification shall be based on attendance records, with only trainees attaining attendance above 50% qualifying for certification.

- A comprehensive final report summarizing the training activities, participant attendance, and progress (including pre- and post-training skill assessments), challenges encountered, and recommendations for future programs.

Liquid/Bar Soap making training

Key tasks for this subject shall include:

- Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners.
- Conduct training needs assessment.
- Develop training curriculum or support, including necessary manuals, work plans and other key documents for training based on the needs assessment of the youth.
- Train the selected youth for a maximum of 4 weeks in Liquid/Bar soap making.
- Train the selected youth in business development including business plans.

Deliverables:

- Inception Report. A detailed report is submitted shortly after the contract begins. It should outline the consultant's refined understanding of the assignment, a detailed methodology for the training, a clear work plan with timelines, and a proposed framework for monitoring.
- Submission of continuous trainee assessment reports capturing weekly assessment scores, together with daily attendance registers documenting trainee participation. Trainee certification shall be based on attendance records, with only trainees attaining attendance above 50% qualifying for certification.
- A comprehensive final report summarizing the training activities, participant attendance, and progress (including pre- and post-training skill assessments), challenges encountered, and recommendations for future programs.

Apiary/Honey Processing

Key tasks for this subject shall include:

- Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners. • Conduct training needs assessment.
- Develop training curriculum or support, including necessary manuals, work plans and other key documents for training based on the needs assessment of the youth.
- Train the selected youth in Apiary/Honey processing for a maximum of 4 weeks
- Train selected youth in business development including business plans.

Deliverables:

- Inception Report. A detailed report is submitted shortly after the contract begins. It should outline the consultant's refined understanding of the assignment, a detailed methodology for the training, a clear work plan with timelines, and a proposed framework for monitoring.
- Submission of continuous trainee assessment reports capturing weekly assessment scores, together with daily attendance registers documenting trainee participation. Trainee certification shall be based on attendance records, with only trainees attaining attendance above 50% qualifying for certification.
- A comprehensive final report summarizing the training activities, participant attendance, and progress (including pre- and post-training skill assessments), challenges encountered, and recommendations for future programs.

Videography/Photography Training

Key tasks for this subject shall include:

- Conduct beneficiary mapping and selection from the database provided by Enabel and from other Livelihood training partners. • Conduct training needs assessment.
- Develop training curriculum or support, including necessary manuals, work plans and other key documents for training based on the needs assessment of the youth.
- Train the selected youth for max 4 weeks in Videography/Photography.
- Train the selected youth in business development including business plans.

Deliverables:

- Inception Report. A detailed report is submitted shortly after the contract begins. It should outline the consultant's refined understanding of the assignment, a detailed methodology for the training, a clear work plan with timelines, and a proposed framework for monitoring.
- Submission of continuous trainee assessment reports capturing weekly assessment scores, together with daily attendance registers documenting trainee participation. Trainee certification shall be based on attendance records, with only trainees attaining attendance above 50% qualifying for certification.
- A comprehensive final report summarizing the training activities, participant attendance, and progress (including pre- and post-training skill assessments), challenges encountered, and recommendations for future programs.

2.3. Results to be achieved

- To provide up to a maximum of 4 weeks of hands-on training in Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags) for up to 30 participants per order.
- To facilitate competency-based assessments and certification by the selected consultant.
- To strengthen employability, micro-enterprise skills at the community level.
- To support sustainable market linkages through entrepreneurship and business development.

3. QUALIFICATIONS AND COMPETENCES OF EXPERTS AND SERVICE PROVIDERS

For each of the subject within the lots, the contractor shall be responsible to present key experts that can cover all content of the contract per order and shall know the particulars of the content of the contract and demonstrate expertise to deliver it.

Team Leader

Mandatory requirements

- A master's degree (or higher) in a relevant field such as Development Studies, Social Sciences (Sociology, Social Work, Economics), and Education or Skills Development
- At least 5 years of relevant experience in Livelihoods and economic empowerment programs, and Skills training programs, especially competency-based training (CBT)

Other non-mandatory requirements (added advantages)

- Additional certifications in project management (e.g., PRINCE2, PMP) or livelihood programming are an added advantage.
- Experience managing donor-funded projects (e.g., NGOs, UN agencies, development partners).
- Experience working with Vulnerable populations
- strong knowledge of Competency-Based Education and Training (CBET/CBT) approaches
- Familiarity with market-driven skills development and value chain linkages
- Understanding of entrepreneurship development and microenterprise support.
- Project Management & Leadership Skills with Proven ability to Lead multidisciplinary teams (trainers, social workers, M&E specialists)
- Social & Contextual Competence with Strong understanding of Refugee protection frameworks and urban refugee dynamics
- Training & Capacity Building Skills with Experience in Designing and supervising short-term, competency-based training programs, Developing training curricula and assessment frameworks

Vocational Pedagogy / Competency-Based Training (CBT) Lead Expert

Educational Qualifications

- Master's degree (or higher) in Vocational Education and Training (TVET), Education (with specialization in curriculum development or pedagogy),
- Formal certification in Competency-Based Training (CBT), Competency-Based Education and Training (CBET), or similar frameworks is highly desirable
- At least 5 years of relevant experience in Designing and implementing CBT/CBET programs

Other non-mandatory requirements (added advantages)

- Experience in leading multi-sectoral or donor-funded projects
- Experience in curriculum development and modular training design for short-term skills programs
- Hands-on involvement in training delivery, supervision of trainers, and quality assurance
- Project Management & Leadership Skills with Proven ability to Lead and coordinate multidisciplinary teams, Oversee project implementation, timelines, and deliverables, and ensure quality assurance and continuous improvement of training programs

Bakery and Pastry Production technical expert.

Mandatory requirements

- Bachelor's degree in culinary/Bakery Science or related field.
- Minimum 3 years of experience in the sector

Other non-mandatory requirements (added advantages): Skills and competencies

- Certification in Bakery & Confectionery from recognized vocational institutions.
- Additional qualifications in Training & Assessment (e.g., Certificate in Vocational Training, Adult Education, or Pedagogy).
- Competence in bread, pastry production, dough handling, icing, and packaging.
- Food safety certification (HACCP/Food Handling).
- Experience with bakery equipment (ovens, mixers, proofers).
- Ability to deliver costing, pricing, market linkage, and enterprise modules.

Horticulture -Vegetable Production (tomatoes, leafy greens, etc.) technical expert

Mandatory requirements

- Bachelor's degree in agriculture, Crop production, Agribusiness, agricultural economics, Education in agriculture,
- Minimum 3 years of experience in the horticulture/agriculture sector.

Other non-mandatory requirements (added advantages): Skills and competencies

- Experience and knowledge in skills training for youth in Horticulture.
- Experience in developing training content for Horticulture training.
- Experience in financial and narrative report writing.
- Extensive knowledge and ability of key entry points in the districts of the assignment.

Poultry Production technical expert

Mandatory requirements

- Bachelor's degree in agriculture or animal production
- Minimum 3 years of experience in the poultry sector and 3 years of hands-on experience managing or advising a commercial poultry farm.

Other non-mandatory requirements (added advantages): Skills and competencies

- Ability to train farmers in the business of poultry, not just farming. This includes calculating the cost of production, break-even analysis, and profit margins.
- Deep Technical Mastery of Poultry Science and Operations
- Strong Communication and Adult Education Skills
- Ability to Design and Deliver Practical, Hands-On Training
- Track record of delivering extension training to smallholder farmers or commercial farm managers

Coffee Barista technical expert

Mandatory requirements

- Professional Barista Skills, Master Barista, or Coffee Brewing & Latte Art from a recognised institution
- 3 years' experience as a senior barista, head barista, or in a coffee trainer role

Other non-mandatory requirements (added advantages): Skills and competencies

- Must possess advanced-level proficiency in both coffee preparation and classic/mixology cocktail creation, demonstrated by the ability to execute complex techniques with consistency and speed
- Ability to develop and implement structured training curricula that bridge the gap between high-volume coffee service and evening cocktail service, tailored to varying skill levels.
- Barista certification from an accredited academy; SCA (Specialty Coffee Association) certifications are highly valued; food safety certifications like SERV Safe
- Experience in staff training, mentoring, and "train the trainer" program delivery; ability to design and develop training materials and manuals

Climate smart Agriculture technical expert

Mandatory requirements

- Degree in Agriculture, Agricultural Engineering, Climate Change, Sustainable Development.
- Minimum of 3 years of relevant experience in climate-smart agriculture, project management, and capacity building.

Other non-mandatory requirements (added advantages): Skills and competencies

- Ability to assess the economic viability of CSA practices and conduct cost-benefit analysis.
- Track record of leading complex technical teams, managing stakeholder consultations, and delivering high-quality reports on time and within budget.

Crafts (Bead making and bags) technical expert**Mandatory requirements**

- Diploma in Vocational Arts/Crafts and Design Studies
- Minimum 3 years of experience in the handicraft sector, with specific expertise in fashion accessories (beads and bags).

Other non-mandatory requirements (added advantages): Skills and competencies

- Market Linkage: Proven track record of linking artisan products to commercial markets (e.g., export houses, retail chains, e-commerce platforms).
- Project Management: Experience in managing large-scale training or livelihood projects, preferably for NGOs, government agencies (MSDE, MSME), or international development organizations.
- Curriculum Development: Ability to design a standardized training module that balances traditional craftsmanship with contemporary, marketable designs.
- Trend Forecasting: Deep understanding of current global trends in beadwork (e.g., seed beads, precious stone jeweler) and bag making (e.g., leather, fabric, sustainable materials).

Liquid/Bar Soap making training technical expert**Mandatory requirement**

- Bachelor's degree in chemistry technology, business administration, vocational training, development studies, social sciences, SWASA, Economics
- At least 3 years demonstrated Experience in managing similar consultancies (to be shown in CV).

Other non-mandatory requirements (added advantages): Skills and competencies

- Experience and knowledge in skills training for youth.
- Experience in developing training content for Liquid/Bar Soap making.
- Experience in financial and narrative report writing.

Apiary/Honey Processing technical expert**Mandatory requirement**

- Bachelor's degree in agriculture or Entomology.
- At least 3 years demonstrated Experience in managing similar consultancies (to be shown in CV).

Other non-mandatory requirements (added advantages): Skills and competencies

- Experience and knowledge in skills training for youth.
- Experience in developing training content in the selected lot
- Experience in financial and narrative report writing.
- Extensive knowledge and ability of key entry points in the districts of the assignment.

Videography/Photography Training technical expert

Mandatory requirement

- Bachelor's degree in Mass communication, IT, cinematography, Music dance and drama, business administration, development studies
- At least 3 years demonstrated Experience in managing similar consultancies (to be shown in CV).

Other non-mandatory requirements (added advantages): Skills and competencies

- Experience and knowledge in videography and photography skills training for youth.
- Experience in developing training content for Videography/Photography Training.
- Experience in financial and narrative report writing.

4. TECHNICAL AND MATERIAL RESOURCES

The contractor shall provide all the necessary resources for their team to facilitate the successful implementation of the contract e.g. for the training and setup session: ICT equipment, , internet connection, audio-visual materials, etc. Enabel is not responsible for the necessary resources for the contractor.

5. SUPERVISION OF THE ASSIGNMENT

To ensure quality management, the contractor shall assign personnel or staff dedicated to deliver the above-mentioned deliverables of the project, monitor it, follow right procedures including financial and procurement procedures, coordinate with key stakeholders and provide necessary reports to Enabel at agreed upon timelines, maintain strict compliance with occupational health, safety, gender inclusion, and environmental standards, and ensure continuous supervision, quality assurance, and verification of training delivery. Enabel shall provide technical backstopping to the partner through monitoring, supervision, financial audits to ensure compliance and quality of the action.

5.1. Planning and monitoring

A kick off meeting will take place at the start of the performance. The aim will be to discuss with the Contracting Authority the general implementation of the project, the work plan and the communication with the project management team. The meeting will also aim at clarifying to the Contractor the roles and responsibilities of the Contracting Authority during the implementation. Enabel will provide overall oversight of the action in terms of supervision, funding and technical support, the contractor will be responsible for the implementation of the action on the ground. The Contractor is also expected to coordinate and collaborate with the key stakeholders in the project region.

5.2. Responsibilities

The Consultant is responsible for:

- Scheduling and Organizing Meetings: Identifying the need for meetings and coordinating it with Enabel Managing Officials. This includes setting up both regular progress meetings and ad hoc consultations as required to address specific issues.
- Providing Relevant Documentation: Preparing and disseminating all necessary documentation in advance of meetings. This may include status report, technical summaries, or specific deliverables that require review and approval. The Consultant will communicate the regular progress via:
- Bi-weekly Status Updates: Summarizing key activities, progress against the work plan, and any challenges or risks encountered.
- Final Deliverables Report: A comprehensive report that details the outcomes of the assignment, including a review of all deliverables, lessons learned, and recommendations for future work

5.3. Communication and follow-up

As required, ad hoc meetings and conference calls will be scheduled and organised by the Contractor during the implementation of a given service request. Prior to each of these meetings/ conference calls the Contractor will submit to the Contracting Authority a brief summary of any specific points that need to be discussed. Online supplementary meetings during the implementation may be convened at the request of the Contracting Authority to monitor the implementation. Furthermore, the contractor is obliged to ensure smooth administration of different tasks among their internal team.

6. DOCUMENTS/RESOURCES PROVIDED BY ENABEL

Enabel shall provide training venues, protective gear, access to Enabel's Monitoring and evaluation tools for reporting outcomes, technical oversight and supervision and support during assessment and certification. Enabel will also provide meals and refreshments to the trainees.

6 SELECTION FILE

ECONOMIC AND FINANCIAL CAPACITY

1. MINIMUM TURNOVER

1.10. The tenderer must submit a statement of the total turnover for the last three available financial years, depending on the date of establishment or the date on which the economic operator commenced his business activities, insofar as the relevant turnover figures are available.

1.11. The annual minimum turnover that economic operators must have is:

Lot N°	Lot title	Minimum turnover
1	Short term skills trainings and training materials for vulnerable groups in i.e Kampala and metropolitan area (. Training will focus on Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, Crafts (bead making and bags))Liquid/Bar Soap making training, Apiary/Honey Processing, and Videography/Photography Training.	20.000 euro
2	Short term skills trainings and training materials for vulnerable groups in Rwenzori and Albertine Region. (. Training will focus on Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags) Liquid/Bar Soap making training, Apiary/Honey Processing, and Videography/Photography Training.	20.000 euro
3	Short term skills trainings and training materials for vulnerable groups in Busoga Region. (Training will focus on Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags) Liquid/Bar Soap making training, Apiary/Honey Processing, and Videography/Photography Training.	20.000 euro
4	Short term skills trainings and training materials for vulnerable groups in West Nile Region. (Training will focus on Bakery and Pastry Production, Horticulture-Vegetable Production (tomatoes, leafy greens, etc.), Poultry, Coffee barista, Climate-smart agriculture, and Crafts (bead making and bags) Liquid/Bar Soap making training, Apiary/Honey Processing and Videography/Photography Training.	20.000 euro

NB; If a contractor submits more than one lot, the amount above shall be summed up for the lots tendered.

2. FINANCIAL SOLVENCY

2.1. The tenderer must provide evidence of financial solvency.

- 1.12. The financial solvency will be evaluated based on the approved Financial Statements for the last three years.
- 2.2. For Belgian tenderers: Tenderers who have already deposited their approved Financial Statements with the National Bank of Belgium are not required to include them in their tender, as the contracting authority can access these documents via the federal authority's digital portal. However, tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years must include them in their tender submission. This obligation also applies to recently approved Financial Statements that have not yet been deposited due to the legal deposit deadline not having expired.
- 2.3. For Belgian tenderers: For individual undertakings, a document listing all assets and liabilities, prepared by an IEC/IAB accountant or a registered auditor, will suffice.
- The document must be certified as accurate by the IEC/IAB accountant or registered auditor, as applicable.
- The document must reflect the most recent financial conditions, dated no more than 6 months prior to the tender opening date.
- If the enterprise has not yet published its Financial Statements, an interim balance, certified by the IEC/IAB accountant or registered auditor, will be accepted.
- 2.4. For foreign tenderers: Foreign tenderers must include:
- Their approved Financial Statements for the last three financial years If the enterprise has not yet published its Financial Statements, an interim balance certified by an accountant or registered auditor, or by the relevant authority in the country concerned, will suffice.

TECHNICAL AND PROFESSIONAL APTITUDE

3. EQUIPMENT, RESEARCH CAPABILITIES, AND/OR QUALITY ASSURANCE MEASURES

- 3.1. The tenderer shall ensure the availability of their enterprise's technical equipment, study, and research resources, and implement quality assurance measures. The tenderer must include with their submission a detailed description of the quality assurance measures they will implement, along with an outline of the study and research resources they will utilize.
- 3.2. Specifically, the tenderer must demonstrate having access to, or the capability to deploy, the following for each lot:

N°	Minimum Requirement
1.	Team Leader
2.	Lead expert / Vocational pedagogy / CBT Expert
3.	Bakery and Pastry Production expert
4.	Horticulture -Vegetable Production expert
5.	Poultry Production expert
6.	Coffee Barista expert
7.	Climate smart Agriculture expert
8.	Crafts (Bead making and bags) expert

N°	Minimum Requirement
9.	Liquid/Bar Soap making training expert
10.	Apiary/Honey Processing expert
11.	Videography/Photography Training expert

4. STAFF QUALIFICATIONS AND EXPERIENCE

- 1.13. The tenderer shall ensure the availability of qualified staff capable of performing the contract effectively. The tenderer must include in their submission an overview of the staff to be assigned to the contract, detailing their qualifications, degrees, and relevant professional experience. Please refer to Section 5 sub-section 3 of the tender document.

5. REFERENCES FOR SIMILAR EXECUTED PROJECTS

- 5.1. The tenderer must provide references for similar contracts performed over the past three years.
- 5.2. The tenderer shall include in their submission a list of the main similar contracts completed in the last three years, specifying the amount, dates, and the recipients (whether public or private).
- 5.3. Minimum requirements :

Lot N°	Minimum requirement
Lot 1	Lot 1 - minimum of 2 assignments relating to training refugees or vulnerable rural communities within the scope of the concerned lot, which was totally and successfully completed in the last 3 years.
Lot 2	Lot 2 - minimum of 2 assignments relating to training refugees or vulnerable rural communities within the scope of the concerned lot, which was totally and successfully completed in the last 3 years.
Lot 3	Lot 3 - minimum of 2 assignments relating to training refugees or vulnerable rural communities within the scope of the concerned lot, which was totally and successfully completed in the last 3 years.
Lot 4	Lot 4 - minimum of 2 assignments relating to training refugees or vulnerable rural communities within the scope of the concerned lot, which was totally and successfully completed in the last 3 years. NB; (If a contractor submits for more than one lot, the references provided may be used for each of the lots concerned and are not required to be cumulative.

6. SUBCONTRACTING

The tenderer must provide a description of the part of the contract that the service provider may wish to subcontract.

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
- List of subcontractors (see clause 2 of chapter 8 Forms);
- Tender form - Prices (clause 3 of chapter 8 Forms)
- Financial Identification Form
- Integrity form
- The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 7 of chapter 8 Forms);
- All documents demanded in 6 Selection file (see clause **Error! Reference source not found.** of chapter 3 Award Procedure);
- All documents demanded in clause **Error! Reference source not found.** of chapter 3 Award Procedure (award criteria);
- Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause **Error! Reference source not found.** of chapter 3 Award Procedure and 6 Selection file), 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;
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.
- Articles of association
- Memorandum of association
- Power of Attorney

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

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

8 FORMS

1. IDENTIFICATION FORM



Identification form Natural person

This form must be completed, signed and accompanied by a legible photocopy of the identity document.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

I. PERSONAL DATA	
FAMILY NAME(S) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	<input type="checkbox"/> Duly registered independent <input type="checkbox"/> Unregistered self-employed (no official formalisation) <input type="checkbox"/> other (please specify):

REGISTRATION NUMBER (if applicable)	
VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	
DATE DD MM YYYY	SIGNATURE



Identification form Legal person

This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> - FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	

VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE



Identification form Public actor - entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	

ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

Item	Type	Unit	Quantity	Unit costs without overnight stay (Euro VAT Excl)	Unit costs with overnight stay (Euro VAT Excl)
Vocational Pedagogy / Competency-Based Training (CBT) Lead Expert	Unit price	person day	1	€	€
Bakery and Pastry Production technical expert	Unit price	person day	1	€	€
Horticulture -Vegetable Production (tomatoes, leafy greens, etc.) technical expert	Unit price	person day	1	€	€
Poultry Production technical expert	Unit price	person day	1	€	€
Coffee Barista technical expert	Unit price	person day	1	€	€
Climate smart Agriculture technical expert	Unit price	person-day	1	€	€
Liquid/Bar Soap making training technical expert	Unit price	person-day	1	€	€
Apiary/Honey Processing technical expert	Unit price	person-day	1	€	€
Videography/Photography Training expert	Unit price	person-day	1	€	€
Total price VAT excluded					
Total price VAT included					

NOTE:

For assignments in Kampala, in line with Enabel's policy, for all consultants selected through a competitive tender process who undertake activities in Kampala, consultants shall be required to submit a logbook indicating the starting and ending mileage for each journey. Fuel costs shall be a reimbursable based on mileage and Enabel rates.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

4. TENDER FORM - PRICES - LOT 2 – RWENZORI ALBERTINE REGION

Item	Type	Unit	Quantity	Unit costs without overnight stay (Euro VAT Excl)	Unit costs with overnight stay (including Diems) (Euro VAT Excl)
Team leader	Unit price	person day	1	€	€
Vocational Pedagogy / Competency-Based Training (CBT) Lead Expert	Unit price	person day	1	€	€
Bakery and Pastry Production technical expert	Unit price	person day	1	€	€
Horticulture -Vegetable Production (tomatoes, leafy greens, etc.) technical expert	Unit price	person day	1	€	€
Poultry Production technical expert	Unit price	person day	1	€	€
Coffee Barista technical expert	Unit price	person day	1	€	€
Climate smart Agriculture technical expert	Unit price	person-day	1	€	€
Liquid/Bar Soap making training technical expert	Unit price	person-day	1	€	€
Apiary/Honey Processing technical expert	Unit price	person-day	1	€	€
Videography/Photography Training expert	Unit price	person-day	1	€	€
Total price VAT excluded					
Total price VAT included					

Re-imbursables / Miscellaneous expenses	Unit of measure	No of days	Unit cost	Total cost
Dry Vehicle Hire (Vehicle and Driver – All Inclusive) Note: This cost should only cover the day of arrival and the day of departure to and from the Albertine Region. The quoted cost should also	Cost per day (VAT excl) – on arrival of the experts from location of the contractor to the respective region	4		

include the driver's return journey from the Albertine Region to location of the contractor after dropping off the experts, as well as the subsequent trip back to the Albertine Region to pick them up at the end of the assignment.				
Cost hire for vehicle to pick the experts from the Hotel to the location of the training location (inbound rate)	Cost per 2 trips (Picks and drops)			
International flights for Expatriates Staff (to be justified)	Trips (VAT excl)			
Total				
Total amount in words:				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

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

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

5. TENDER FORM - PRICES - LOT 3 – BUSOGA REGION

Item	Type	Unit	Quantity	Unit costs without overnight stay (Euro VAT Excl)	Unit costs with overnight stay (including per Diems) (Euro VAT Excl)
Team leader	Unit price	person day	1	€	€
Vocational Pedagogy / Competency-Based Training (CBT) Lead Expert	Unit price	person day	1	€	€
Bakery and Pastry Production technical expert	Unit price	person day	1	€	€

Item	Type	Unit	Quantity	Unit costs without overnight stay (Euro VAT Excl)	Unit costs with overnight stay (including Diems) (Euro VAT Excl)
Horticulture -Vegetable Production (tomatoes, leafy greens, etc.) technical expert	Unit price	person day	1	€	€
Poultry Production technical expert	Unit price	person day	1	€	€
Coffee Barista technical expert	Unit price	person day	1	€	€
Climate smart Agriculture technical expert	Unit price	person-day	1	€	€
Liquid/Bar Soap making training technical expert	Unit price	person-day	1	€	€
Apiary/Honey Processing technical expert	Unit price	person-day	1	€	€
Videography/Photography Training expert	Unit price	person-day	1	€	€
Total price VAT excluded					
Total price VAT included					

Re-imbursables / Miscellaneous expenses	Unit of measure	No of days	Unit cost	Total cost
Dry Vehicle hire (vehicle, driver) on the day of arrival of experts in Busoga region.	Cost per day (VAT excl) – on arrival of the experts from location of the contractor to the respective region	1		
Cost hire for vehicle to pick the experts from the Hotel to the location of the training location (inbound rate)	Cost per 2 trips (Picks and drops			
International flights for Expatriates Staff (to be justified)	Trips (VAT excl)			
Total				
Total amount in words:				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

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

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

6. TENDER FORM - PRICES - LOT 4 – WEST NILE REGION

Item	Type	Unit	Quantity	Unit costs without overnight stay (Euro VAT Excl)	Unit costs with overnight stay (including per Diems) (Euro VAT Excl)
Team leader	Unit price	person day	1	€	€
Vocational Pedagogy / Competency-Based Training (CBT) Lead Expert	Unit price	person day	1	€	€
Bakery and Pastry Production technical expert	Unit price	person day	1	€	€
Horticulture -Vegetable Production (tomatoes, leafy greens, etc.) technical expert	Unit price	person day	1	€	€
Poultry Production technical expert	Unit price	person day	1	€	€
Coffee Barista technical expert	Unit price	person day	1	€	€
Climate smart Agriculture technical expert	Unit price	person-day	1	€	€
Liquid/Bar Soap making training technical expert	Unit price	person-day	1	€	€
Apiary/Honey Processing technical expert	Unit price	person-day	1	€	€

Item	Type	Unit	Quantity	Unit costs without overnight stay (Euro VAT Excl)	Unit costs with overnight stay (including Diems) (Euro VAT Excl)
Videography/Photography Training expert	Unit price	person-day	1	€	€
Total price VAT excluded					
Total price VAT included					

Re-imbursables / Miscellaneous expenses	Unit of measure	No of days	Unit cost	Total cost
Dry Vehicle Hire (Vehicle and Driver – All Inclusive) Note: This cost should only cover the day of arrival and the day of departure to and from the West Nile Region. The quoted cost should also include the driver's return journey from the West Nile Region to Kampala after dropping off the experts, as well as the subsequent trip back to the Arua Region to pick them up at the end of the assignment.	Cost per day (VAT excl) – on arrival of the experts from location of the contractor to the respective region	1		
Cost hire for vehicle to pick the experts from the Hotel to the location of the training location (inbound rate)	Cost per 2 trips (Picks and drops)			
International flights for Expatriates Staff (to be justified)	Trips (VAT excl)			
Total				
Total amount in words:				
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda				

7. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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 :

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.

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.

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;

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

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

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

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

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.

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

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.

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/sanctionsinternationales-nations-unies>

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

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

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions_en

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

[https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_gerales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

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

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

Place

Date

Integrity statement for the tenderers

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

Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.

The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019 and I / we declare fully endorsing and respecting these articles.

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

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.

Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.

Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.

The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

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

Place, date

Regarding conflict of interest:

Please tick the applicable box

- The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

or

- The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

→ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

- The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**
- The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**
- The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium .**

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

Done at:		Date:	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			

Financial identification form

BANKING DETAILS

ACCOUNT NAME 2

IBAN/ACCOUNT NUMBER³

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)

² 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.

³ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.