



TENDER SPECIFICATIONS

Public service contract for consultancy services for regional bamboo skills development and work-based learning in Uganda

Reference No: **UGA22003-10327**

Country: **Uganda**

Negotiated Procedure without Prior

Publication

<i>Deadline for requesting clarifications:</i>	Until the tenth day before the deadline for submission of tenders
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<i>An information session is organized:</i>	3rd August 2026 at 10:00 am, Kampala time
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<i>Deadline for submission of tenders:</i>	18th August 2026 at 10:00 am, Kampala 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
Nicolas Oebel	Country Director

- 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 Contracts Service Center, CSC (clause 3 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
 - (a) The Law of 17 June 2016 on public procurement;
 - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
 - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
 - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
 - (e) Circulars of the Prime Minister with regards to public procurement;
 - (f) Enabels policy regarding sexual exploitation and abuse – June 2019;
 - (g) Enabels 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 consultancy services for regional bamboo skills development and work-based learning in Uganda.

2. LOTS

- 2.1. This public contract comprises **4 (four)** lots, each of which is indivisible.
- 2.2. The tenderer may submit a tender for one or several lots.
- 2.3. A tender for part of a lot is inadmissible.
- 2.4. The lots are:

Lot title	Lot description
LOT 1	Bamboo skills development training in carpentry and crafts in Albertine and Rwenzori regions.
LOT 2	Bamboo skills development training in carpentry and crafts in Busoga region.
LOT 3	Bamboo skills development training in carpentry and crafts in West Nile region.
LOT 4	Bamboo skills development training in carpentry, crafts and construction in Great Kampala Metropolitan Area (Mukono, Kampala, Wakiso).

3. ITEMS

- 3.1. Each lot of this public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.
- 3.2. 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.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. For each of the lots, this public contract starts **on the day following the date of the kick off meeting and lasts 6 months, the actual implementation days are 40 days.**
- 4.2. This public contract **MAY NOT** be renewed.

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.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

2.1. The following platform:

- (a) Website of Enabel (www.enabel.be).
- (b) Newspaper.

2.2. This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Contracts Service Centre

Email address: 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 **tenth day**, inclusive, 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.

4. INFORMATION SESSION

The contracting authority is organizing an information session for prospective tenderers. The information session will take place on **3rd August 2026 at 10:00 am, Kampala time**. The session will be conducted virtually (online) via the following access link and credentials:

Meeting link: <https://bitly.cx/8IgU>

Meeting ID: 359 467 872 203 383

Passcode: C2RV2z38

Participation in the information session is optional.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

5. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **90 (ninety) calendar days** from the tender reception deadline date.

6. DATA TO BE INCLUDED IN THE TENDER

- 6.1. 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.
- 6.2. The tender and all annexes to the tender form must be drawn up in English.
- 6.3. 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.
- 6.4. 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.
- 6.5. The tenderer must use the tender forms provided in the annex:
 - (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) List of subcontractors (clause 2 of chapter 8 Forms);
 - (c) Tender form - Prices (clause 3 of chapter 8 Forms)
 - (d) Declaration on honour - Exclusion grounds (clause 0 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.

- 6.6. The tenderer also attaches the following to his tender:
 - (a) All documents demanded for the application of qualitative selection (see clause 14 and **Error! Reference source not found.**) and award criteria (see clause 16);
 - (b) The order of preference for the award of lots (see clause 2 of chapter 2 Subject-Matter and Scope of The Public Contract);

- (c) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (d) The statutes and any other document required to establish the power of attorney of the signer(s).
- 6.7. 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:
- (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 0 of chapter 8 Forms);
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 6.8. 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.
- 6.9. 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 14 and **Error! Reference source not found.**), 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.

7. TENDER CURRENCY

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

8. DETERMINATION OF PRICES

- 8.1. 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.

9. ELEMENTS INCLUDED IN THE PRICE

- 9.1. 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.
- 9.2. 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:
- (a) Administrative management and secretariat services;

- (b) Travel, transportation, and insurance;
- (c) Documentation related to the services;
- (d) Delivery of documents or records associated with the performance of the contract;
- (e) Training required for operation;
- (f) Where applicable, the measures imposed by occupational safety and worker health legislation;
- (g) Customs and excise duties for equipment and products used.

9.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

10. SUBMISSION OF TENDERS

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

10.2. The tenderer submits their tender as follows:

The duly completed and signed tender shall be submitted only by email to; uga_csc_tenders@enabel.be.

It shall be submitted only as e-mail attachments and not via a link to a platform. The files shall be clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission, incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender.

The tenderer shall submit separately, the administrative, technical and financial proposals in the email. In case they exceed 6MB, then the tenderer submits separate emails clearly indicating 'Administrative, technical or Financial proposal'.

The subject of the e-mail shall clearly mention the procurement reference number and the contract title, as stated on the cover page of the tender specifications, as well as the name of tenderer.

The final date and time for receiving tenders is **18th August 2026, at 10:00 am, Kampala time**. Late tenders shall not be accepted. (Article 83 of the Royal Decree on Awarding)

NOTE: Upon the electronic submission of your tender, you will receive an automatic reply from the Enabel contracts service center as confirmation of receipt of your tender.

In case you don't receive the automatic reply after you submit a tender, please contact Enabel immediately using the email addresses stated under the section on "information" in this tender document or through telephone No. 0393-256-370 as most likely, your tender may not have reached the Enabel servers.

11. TENDER SIGNATURE

11.1. **The tender and accompanying documents such as forms, financial offers must be 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.

- 11.2. 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.
- 11.3. 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.

12. OPENING OF TENDERS

- 1.1. The tender opening session will take place behind closed doors at the address given under clause 10 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

13. EXCLUSION GROUNDS

- 13.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 0 of chapter 8 Forms).
- 13.2. 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.
- 13.3. 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 14 and **Error! Reference source not found.**), 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. 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.
- 13.5. 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.
- 13.6. 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.
- 13.7. 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.
- 13.8. **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.

14. QUALITATIVE SELECTION

- 1.2. By means of the documents requested in the 'Selection file' (**Error! Reference source not found.**), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 14.1. 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 16 subject to the regularity of these tenders.
- 14.2. 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:
 - (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) 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.
- 14.3. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 14.4. 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.

1.	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Lot 1: Minimum average annual turnover of 30,000 EUR during the past three financial years Lot 2: Minimum average annual turnover of 30,000 EUR during the past three financial years Lot 3: Minimum average annual turnover of 30,000 EUR during the past three financial years Lot 4: Minimum average annual turnover of 30,000 EUR during the past three financial years NB: If a contractor submits for more than one (1) lot, the amount above shall be summed up for the lots tendered. However, if the turnover is insufficient for the lots tendered, the tenderer will not be considered for any of the lots.
2.	Sufficient Technical and Professional Capacity
2.1	Sufficient experience
Minimum Standard	For each Lot, minimum of 1 assignment within the scope of the Lot, which were totally and successfully completed in the last 3 years. NB: Since Lots 1, 2 and 3 all focus on bamboo carpentry, tenderers bidding for all these lots may submit the same proof of similar assignments.

2.2.	Access to operational facility
Minimum Standard	Lot 1: The tenderer should provide proof of valid Memorandum of Understanding or Lease agreement or Rental contract or Title of ownership of the facility. Additionally, the tenderer should provide separate proof of access to training facility for each location in Albertine and Rwenzori regions. Lot 2: The tenderer should provide proof of valid Memorandum of Understanding or Lease agreement or Rental contract or Title of ownership of the facility. Lot 3: The tenderer should provide proof of valid Memorandum of Understanding or Lease agreement or Rental contract or Title of ownership of the facility. Lot 4: The tenderer should provide proof of valid Memorandum of Understanding or Lease agreement or Rental contract or Title of ownership of the facility. Additionally, the tenderer should provide separate proof of access to training facility for each location in Great Kampala Metropolitan Area (Mukono, Kampala, Wakiso).
2.3.	Qualifications and experience of human resources
Minimum Standard	Signed CVs and academic documents of the experts per lot for each of the profile defined in the technical specification. The experts should demonstrate hands-on experience in the relevant bamboo or related trade, experience in skills transfer, apprenticeship, or on-the-job training. NB: Lot 1: The tenderer may propose the same experts for each of the locations in Albertine and Rwenzori. The training shall be conducted first in one region thereafter in another. Lot 2: The tenderer shall propose the experts as per the profile in section 5 “terms of reference”. Lot 3: The tenderer shall propose the experts as per the profile in section 5 “terms of reference”. Lot 4: The tenderer shall propose different experts for carpentry & crafts and construction in Great Kampala Metropolitan Area (Mukono, Kampala, Wakiso). The training shall be conducted concurrently. If the tenderer submits for more than 1 lot, they shall propose a different set of experts per lot tendered.
2.4	Sufficient equipment
Minimum Standard	Minimum equipment required per lot in section 5, “terms of reference.” The contractor shall propose different equipment for each of the lots

15. OVERVIEW OF THE PROCEDURE

- 15.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 15.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 15.3. 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 16). 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.

- 15.4. 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 are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 15.5. 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 16) 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.

16. AWARD CRITERIA

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

No.	Award Criterion	Criterion Weight (%)
1.	Quality of the proposed Technical Methodology: Clarity and relevance of the proposed training approach (work-based learning), including hands-on delivery, mentorship, and use of operational facilities- 15 points; Relevance of proposed training content to the specific lot including key skills to be delivered- 10 points; Feasibility and practicality of the approach considering the one-month duration and trainee profile- 5 points;	30
2.	Project Management and Implementation: Clarity and realism of the work plan- 10 points; Risk management, Safety and supervision arrangements for trainees- 5 points Roles and responsibilities of team members- 5 points; Communication, reporting and coordination approach- 10 points.	30
3.	Price	40
	Total	100

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

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

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

- 16.2. 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.

17. AWARDING THE PUBLIC CONTRACT

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.

18. CONCLUDING THE CONTRACT

- 18.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.
- 18.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 18.3. The full public contract consists of the following documents:
 - (a) These tender specifications and their annexes;
 - (b) The approved BAFO and all of its annexes;
 - (c) The registered letter notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
- 18.4. 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

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.

These tender specifications derogate from the following Article of the "GIR":

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 reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender. This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of this public contract.

SECTION (A) - GENERAL

1. 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.

2. MANAGING OFFICIAL (ART. 11)

- 2.1. The managing official for this public contract is **Esther Magambo, Green Economy Expert**, email: esther.magambo@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.

3. CONFIDENTIALITY (ART. 18)

- 3.1. 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.
- 3.2. 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.

4. PROTECTION OF PERSONAL DATA

4.1. Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for 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.

4.2. 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.

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 5.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 5.2. Unless otherwise specified in the procurement documents and without prejudice to clause 5.1, 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.
- 5.3. 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.
- 5.4. 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.

6. PERFORMANCE BOND (ART. 25 TO 33)

6.1. Scope and amount (Art. 25)

For each Lot, the performance bond is a requirement for this public contract and is set at **5%** of the total value where the amount exceeds 50,000 Euros excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

6.2. Nature of the performance bond (Art. 26)

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

6.3. Deadline for submitting the performance bond (Art. 27)

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

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

6.4. Posting of the performance bond (Art. 27)

The performance bond must be posted by the successful tenderer in one of the following ways:

- (a) Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office ([Dutch](#) or [French](#) procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;
- (b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;
- (c) Joint surety : By the 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 similar public institution;
- (d) Guarantee : Provide the deed of undertaking of the credit institution or the insurance company.

6.5. Proof of deposit (Art. 27)

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

- (a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;
- (b) A debit notice from the credit institution or insurance company;
- (c) An deposit certificate issued by the State Cashier or a similar public institution;

- (d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
- (e) The original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

6.6. Release of bond

If the contracting authority confirms acceptance of the services, the bond shall be released, even if the service provider has made no such request.

The whole of the bond will be released at once after acceptance of the entire contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. 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

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

8.1. 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”).

8.2. 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.

8.3. 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:

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

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

Price revisions are not allowed under this contract.

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

- 10.1. 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.
- 10.2. 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.
- 10.3. When activities are suspended, based on this clause 10.3, 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.
- 10.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
 - (a) 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;
 - (b) The suspension is not due to unfavorable 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;
 - (c) The suspension occurs during the contract's performance period.

11. UNFORESEEABLE CIRCUMSTANCES

- 11.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 11.2. 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 11. 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.

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

- 12.1. 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.
- 12.2. Such price revision is only possible if both the following conditions apply:
 - (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 - (b) 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".
- 12.3. 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.

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

- 13.1. 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.
- 13.2. 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 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

14. DEADLINES AND TERMS (ART. 147)

- 1.3. For each of the lots, the contract starts the day following the kick-off meeting and lasts 6 months. The actual implementation period is **40 (forty) calendar days per region/site**,

Seq.	Task	Duration of activities in person calendar days
1	Development and submission of the practical training package in line with the minimum core competency areas specified in Section 5, “Terms of reference”	5
2	Profiling, recruitment and selection of participants, in coordination with Enabel	5
3	Delivery of hands-on technical training, prototype development, supervision and mentorship	25
4	Final trainee competency assessment and certification	1
5	Submission of the final end-of-assignment report and assignment close-out	4
Total		40 days

15. PLACE OF PERFORMANCE (ART. 149)

For each Lot, the services shall be performed at the contractor’s designated premises/or training workshop.

For each lot, the contracts shall be performed concurrently:

- Lot 1: Bamboo skills development training in carpentry and crafts in Albertine and Rwenzori regions. The tenderer may have the same team conducting training in Albertine and Rwenzori regions. Training shall be conducted in one region first, and thereafter in another.
- Lot 2: Bamboo skills development training in carpentry and crafts in Busoga region.
- Lot 3: Bamboo skills development training in carpentry and crafts in West Nile region.
- Lot 4: Bamboo skills development training in carpentry, crafts and construction in Great Kampala Metropolitan Area (Mukono, Kampala, Wakiso). The tenderer shall have separate teams conducting training in carpentry and crafts and another team training participants in construction. More still, the trainings shall be conducted concurrently.

16. INSPECTION OF THE SERVICES (ART. 150)

- 16.1. 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.
- 16.2. 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.

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

- 17.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.
- 17.2. 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

18. FAILURE OF PERFORMANCE (ART. 44)

- 18.1. The service provider shall be considered in breach of this public contract under the following circumstances:
 - (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
 - (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
 - (c) 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).

- 18.2. 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.
- 18.3. 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".

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

- 19.1. 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.

- 19.2. 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.
- 19.3. 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.
- 19.4. 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.

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

20.1. 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 20.2. 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.

20.2. The measures as of right are:

- (a) 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;
- (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
- (c) 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

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

- 21.1. 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.
- 21.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 21.3. 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 22).
- 21.4. 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.
- 21.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

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

- 22.1. 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.
- 22.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 22.3. 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 (WeWork Project)

Legacy Towers, Plot 5, Kyadondo Road, Nakasero.

- 22.4. Payment will be made in accordance with one of the following arrangements:

Percentage	Description
20%	Approved Inception Report and Training Package , including training plan, practical learning materials, prototype-based approach, trainee assessment tools and training schedule; and approved list of selected participants
30%	Evidence of mobilisation and satisfactory implementation of the training programme , including provision of required PPE, tools, training materials and consumables; confirmed training site; attendance and training records; and delivery in accordance with the approved training plan
30%	Successful completion of the training programme; completed prototype(s)/practical output(s) ; trainee competency assessment results; final attendance records; and certificates of completion issued to successful participants
20%	Approved Final End-of-Assignment Report and completion of all assignment close-out requirements.

23. ADVANCE PAYMENTS

- 23.1. Notwithstanding clause 22.2 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 of 15 per cent of the reference value may be granted to the service provider.
- 23.2. The advance is calculated on the basis of the reference value of the public contract, i.e.:
- (a) 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;
 - (b) 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;

- (c) 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.

23.3. No advance is granted before:

- (a) Notification of the conclusion of the public contract;
- (b) A written dated demand submitted to the contracting authority;
- (c) 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.

23.4. 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.

23.5. 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

Enabel's country portfolio in Uganda aims to develop young people and women in Uganda into active, economically independent citizens in a sustainable society that respects human rights and ensures quality basic services. The country portfolio is structured by two pillars. The first pillar focuses on providing young people, and especially young women, with the right vocational skills and genuine opportunities to generate an income and contribute to the economy through sustainable, decent work. This objective will be pursued by addressing barriers both from the supply-side (employability) and the demand-side (jobs and entrepreneurship promotion). Under Pillar I, Enabel is implementing the 5-year project "WeWork – Green and Decent Jobs for Youth" (2023-2028) with funding from the Belgian Government and the European Union. The specific objective of the WeWork project is "Young people, especially young women, acquire skills and find decent jobs or self-employment opportunities in agriculture and the green and sustainable economy." The project will ensure that:

1. Technical and Vocational Education and Training (TVET), agriculture and the green economy are better promoted as employment pathways (result area 1).
2. The provision of skills development is more equitable, qualitative, innovative, and demand-driven for increased employability (result area 2).
3. Work-ready youth have increased access to general employment services that connect them with decent work employers (result area 3).
4. Vulnerable youth, including women, have increased access to entrepreneurship promotion and support to set up small businesses (result area 4).
5. Selected enterprises are supported to engage in sustainable development for green growth and decent jobs (result area 5).
6. The development of selected value chains in agriculture and green economy is improved (result area 6).

Under Result Area 6, bamboo has been identified as one of the priority value chains. Uganda's bamboo sector is emerging as a strategic opportunity for green jobs, climate resilience, sustainable material production, and youth enterprise development. However, the sector remains constrained by limited technical skills, weak value chain linkages, limited industry-led training opportunities, and a shortage of structured practical learning pathways.

At the same time, there is growing demand for sustainable construction materials, eco-friendly furniture and crafts, climate-resilient agricultural alternatives, and locally produced green products. In this context, bamboo presents significant opportunities for livelihood diversification, value addition, ecosystem restoration, and green industrialization across Uganda.

However, the sector continues to face critical gaps in practical technical skills, industry linkages, and structured training opportunities. To address these challenges, Enabel seeks to support industry-led work-based learning (WBL) by engaging private sector actors, technical practitioners, and operational enterprises as decentralized training hubs within real working environments. This intervention aims not only to strengthen technical and employability skills among youth, but also to contribute to the development of regional bamboo ecosystems by linking production, processing, innovation, and market opportunities.

The target group will comprise youth not exceeding 35 years of age, including TVET and university graduates, entrepreneurs, craftsmen, and selected TVET instructors with foundational skills or experience in agronomy, agricultural extension services, carpentry, crafts, construction, engineering, processing, and related trades.

Priority will be given to underemployed youth and young professionals based within the Great Kampala Metropolitan Area (including Wakiso and Mukono), Busoga, Albertine, Rwenzori, and West Nile regions who:

- Demonstrate practical interest or experience in relevant trade areas;
- Are seeking employment or enterprise opportunities within the bamboo value chain;
- Demonstrate interest in green jobs and sustainable enterprise development.

The assignment is structured into regions corresponding to key bamboo value chain development zones in Uganda. Each lot will focus on delivering training in priority trades identified for the respective region, including bamboo agronomy, carpentry and crafts, and construction, as applicable. The selected consultant will be required to assemble a multidisciplinary team capable of delivering training across the relevant trade areas within the assigned region and demonstrate access to operational facilities suitable for practical work-based learning.

Each lot will target the training of 15 - 60 youths and selected TVET instructors through tailored work-based learning programs aligned with the priority bamboo value chain opportunities identified within the respective region. Consultants shall prioritize delivery of practical, market-oriented training in the trades identified for each lot, while responding to existing enterprise ecosystems, youth groups, tourism value addition opportunities, and regional skills demands. The target number of participants is as indicated below:

Lot	Type of training	Location	Number of participants
Lot 1	Bamboo carpentry & crafts	Albertine	30
		Rwenzori	30
Lot 2	Bamboo carpentry & crafts	Busoga region	30
Lot 3	Bamboo carpentry & crafts	West Nile	15
Lot 4	Bamboo carpentry & crafts	GKMA (Mukono, Kampala, Wakiso)	15
	Bamboo construction	GKMA (Mukono, Kampala, Wakiso)	15

The contractor shall develop and deliver a practical, competency-based training package tailored to the baseline skills and upskilling needs of the selected trainees and the specific bamboo trade covered under the respective lot.

The training package shall be grounded in the contractor's practical industry experience and structured around hands-on, work-based learning. While contractors may adapt the training methodology, sequence, practical exercises, and training materials to suit the trainee profile and operational context, the training package shall, at a minimum, cover the following core competency areas, as applicable to bamboo carpentry, crafts, and construction:

1. Workshop or worksite orientation, including workshop tours, toolbox talks, occupational health and safety, and safe working practices.
2. Bamboo species, characteristics, properties, and appropriate applications.
3. Selection, grading, and quality assessment of bamboo materials.
4. Bamboo harvesting principles and appropriate harvesting practices.
5. Bamboo treatment, preservation, and seasoning techniques.
6. Thermal and/or mechanical manipulation of bamboo, including bending, straightening, splitting, and shaping, as applicable.
7. Bamboo tool identification, utilisation, care, and safe handling.
8. Bamboo joinery, connection, assembly, and fastening techniques.
9. Bamboo finishing techniques and product quality improvement.

The contractor shall apply a prototype-based training approach through which trainees progressively apply the competencies acquired during the training to develop a practical final product. Depending on the trade and regional lot, the prototype may include a bamboo furniture item, craft or interior product, or a simple bamboo demonstration structure.

The prototype shall integrate the key technical competencies covered during the training and shall serve as a practical basis for assessing trainee competence, workmanship, safe working practices, application of bamboo techniques, and quality of the finished product.

The contractor shall develop appropriate training plans, practical learning materials, and trainee assessment tools reflecting the above minimum competency areas and submit them to Enabel for review as part of the inception phase.

2. OBJECTIVES OF THE PUBLIC CONTRACT AND EXPECTED RESULTS

2.1. Objectives of the public contract

1. Equip/ upskill youth with hands-on technical skills in priority bamboo trades.
2. Strengthen linkages between training and industry practices.
3. Development of regional bamboo value chain ecosystems.
4. Youth entrepreneurship and access to green job opportunities enhanced

2.2. Tasks to be carried out

For each of the lots, the contractor shall perform the tasks below:

1. Develop a practical, competency-based training package tailored to the baseline skills and upskilling needs of the selected trainees. The training package shall, at a minimum, incorporate the core competency areas specified in section 1 of background and justification.
2. Develop a detailed training plan and practical learning materials outlining the training objectives, competencies to be developed, training sequence, practical exercises, prototype(s) to be developed and trainee assessment approach.
3. Together with Enabel, profile and select trainees, including youth artisans, craftsmen, entrepreneurs, and interested TVET graduates, by assessing the suitability, foundational skills, practical experience, and upskilling needs of potential participants in relation to the respective bamboo trade.
4. Organise and deliver a structured 3 weeks work-based learning programme within operational workshops production facility, or practical worksite, as applicable.
5. Deliver hands-on technical training covering the minimum competency areas specified in these Terms of Reference. The contractor may incorporate additional technical competencies based on their industry experience, trainee needs, and the intended practical outputs of the training.
6. Apply a prototype-based training approach, whereby trainees progressively apply the competencies acquired to develop a simple bamboo demonstration structure.
7. The prototype shall integrate the key skills taught and serve as a basis for practical competency assessment.
8. Provide trainees with basic PPE and essential hand tools where necessary. **The PPEs shall be owned by the trainees after training.**
9. Provide supervision, mentorship, and occupational health and safety guidance throughout the training period.
10. Assess trainee performance, issue certificates of completion to successful participants, and submit final report summarising the training delivered, participants trained, competencies developed, prototypes or practical outputs completed, trainee

performance, key challenges, lessons learned, and recommendations for future bamboo skills development interventions.

2.3. Results to be achieved

For each of the lot, the contractor shall achieve the following:

- An inception report of a maximum of five (5) pages, accompanied by the proposed practical training package. The training package shall, at a minimum, incorporate the core competency areas specified in section 5, "Terms of reference" for the relevant bamboo trade. It will also include the list of tools, equipment, PPE, consumables, and training materials to be provided.
- Successful delivery of the approved practical work-based learning programme, including completion of the required hands-on exercises and
- Certificates of completion issued by the contractor to all participants who successfully complete the training programme and meet the required competency requirements.
- Final End-of-Assignment Report: A concise report (10 pages maximum) summarizing the consultancy process, participants involved, work-based learning experiences, key outcomes, lessons learned, and practical recommendations for future interventions in the bamboo value chain.

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.

For each of the Lots 1,2,3, the experts shall include:

NOTE: A different team of experts shall be proposed for each lot in case a tenderer submits for more than 1 lot.

Team Leader/Technical Trainer

Mandatory requirements:

- Minimum of 3 years of hands-on operational experience in bamboo carpentry, furniture making, crafts production, and workshop operations.
- At least 3 years of demonstrated practical experience in delivering services or executing assignments related to bamboo furniture production, crafts production, joinery, or workshop-based bamboo enterprises.
- Proven technical expertise in the respective trade, with the ability to train and mentor trainees in a hands-on workshop environment.

Other requirements:

- Prior experience in apprenticeship, informal skills transfer, or on-the-job training.
- Experience working with youth enterprise groups, artisan production systems, or community-based enterprises.

Carpentry & Product Development Specialist

Mandatory requirements:

- Minimum of 2 years of practical experience in bamboo joinery, furniture assembly, finishing, bamboo treatment, or product development.

- Demonstrated experience supporting practical bamboo production processes and workshop-based training activities.
- Ability to support hands-on technical training and mentorship of trainees.

Other requirements:

- Prior experience in bamboo product finishing, quality improvement, or product prototyping will be an added advantage.
- Prior experience in informal skills transfer or on-the-job training will be an added advantage.

Assistant Trainer

Mandatory requirements:

- Minimum of 2 years of practical experience supporting workshop operations, trainee supervision, tool handling, or safety management.
- Demonstrated ability to support day-to-day coordination of practical training activities.

Other requirements:

- Prior experience in informal skills transfer or on-the-job training.

LOT 4: Bamboo skills development training in carpentry, crafts, and construction in Great Kampala Metropolitan Area (Mukono, Kampala, Wakiso).

The experts shall include:

Team Leader/Technical Trainer

Mandatory requirements:

- Minimum of 3 years of hands-on operational experience in bamboo construction, carpentry, fabrication, or green building applications.
- At least 3 years of demonstrated practical experience in delivering services or executing assignments related to bamboo construction, framing, joinery, installation, fabrication, or workshop-based production.
- Proven technical expertise in bamboo construction and carpentry, with the ability to train and mentor trainees in practical workshop and construction environments.

Other requirements:

- Prior experience in apprenticeship, informal skills transfer, or on-the-job training will be an added advantage.
- Experience working with innovation hubs, TVET institutions, architects, engineers, or fabrication workshops.

Bamboo Construction Specialist

Mandatory requirements:

- Minimum of 2 years of practical experience in bamboo joinery, framing, installation, bamboo assembly, and structure development.

- Demonstrated practical experience supporting bamboo construction activities and site-based training.
- Ability to supervise and guide trainees in practical bamboo construction techniques.
- Demonstrate capacity to supervise the development of a simple bamboo demonstration structure as part of the practical training process.

Carpentry & Product Development Specialist

Mandatory requirements:

- Minimum of 2 years of practical experience in furniture making, crafts production, finishing, or bamboo product prototyping.
- Demonstrated practical experience supporting bamboo construction activities and site-based training.
- Ability to support trainees in practical product development and finishing techniques.

Other requirements:

- Experience in product innovation, interior decor products, or prototype development will be an added advantage.
- Prior experience in informal skills transfer or on-the-job training will be an added advantage.

Assistant Trainer (Carpentry)

Mandatory requirements:

- Minimum of 2 years of practical experience in carpentry/workshop support, materials preparation, safety supervision, or trainee coordination.
- Demonstrated ability to support day to day practical training implementation.

Other requirements:

- Prior experience in informal skills transfer or on-the-job training will be an added advantage.

Assistant Trainer (Construction)

Mandatory requirements:

- Minimum of 2 years of practical experience in construction or workshop support, materials preparation, safety supervision, or trainee coordination.
- Demonstrated ability to support day to day practical training implementation.

Other requirements:

- Prior experience in informal skills transfer or on-the-job training will be an added advantage.

4. TECHNICAL AND MATERIAL RESOURCES

For each Lot, the contractor shall be responsible for providing the training facility, provide training tools, PPEs for the trainers and trainees, and cater for all the logistical needs of their team during this assignment. Additionally, the contractor shall be responsible to provide meals to the trainees. The participants shall be responsible for their transport to the training facility. Ownership of the PPEs shall

pass to the trainees after the training. Enabel shall therefore not make any logistical arrangements for the contractor's teams and trainees. For each lot, the contractor shall provide the following PPEs to the trainees;

Lot 1: Bamboo skills development training in carpentry and crafts in Albertine and Rwenzori regions.

No.	Equipment type and characteristics	Unit of measure	Quantity required for the targeted participants (30 in each of the 2 regions)
1.	Safety goggles; plastic, transparent/colourless	Pairs	60
2.	Dust masks	Pieces	60
3.	Ear protection plugs	Pairs	60
4.	Safety boots; Leather, rubber anti-slip sole, metallic toe protection.	Pairs	60
5.	Overalls; cotton	Pieces	60

Lot 2: Bamboo skills development training in carpentry and crafts in Busoga region.

No.	Equipment type and characteristics	Unit of measure	Quantity required for the targeted participants
1.	Safety goggles; plastic, transparent/colourless	Pairs	30
2.	Dust masks	Pieces	30
3.	Ear protection plugs	Pairs	30
4.	Safety boots; Leather, rubber anti-slip sole, metallic toe protection.	Pairs	30
5.	Overalls; cotton	Pieces	30

Lot 3: Bamboo skills development training in carpentry and crafts in West Nile region.

No.	Equipment type and characteristics	Unit of measure	Quantity required for the targeted participants
1.	Safety goggles; plastic, transparent/colourless	Pairs	15
2.	Dust masks	Pieces	15
3.	Ear protection plugs	Pairs	15
4.	Safety boots; Leather, rubber anti-slip sole, metallic toe protection.	Pairs	15
5.	Overalls; cotton	Pieces	15

Lot 4: Bamboo skills development training in carpentry, crafts and construction in Great Kampala Metropolitan Area (Mukono, Kampala, Wakiso).

No.	Equipment type and characteristics	Unit of measure	Quantity required for the targeted participants
1.	Helmets; plastic with chin fastener	Pairs	30
2.	Safety goggles; plastic, transparent/colourless	Pieces	30

3.	Gloves; rubber grip and waterproof.	Pairs	30
4.	Safety boots; Leather, rubber anti-slip sole, metallic toe protection.	Pairs	30
5.	Reflector vests	Pieces	30
6.	Overalls; cotton	Pieces	30

Equipment requirements:

For each of the lots, the contractor shall assemble all tools necessary to perform the services under the contract. For each of the lots, the contractor shall provide proof of ownership for the equipment below in form of;

1. Purchase receipts for owned equipment.
2. Lease agreement for leased equipment.

Lot 1: Bamboo skills development training in carpentry and crafts in Albertine and Rwenzori regions

No.	Equipment type and characteristics	Minimum quantity required
1.	Hand saws	8 pieces
2.	Circular saws	2 pieces
3.	Chisel sets (3 sizes)	15 sets
4.	Hand Planes	8 pieces
5.	Claw Hammers	15 pieces
6.	Wooden Mallets	8 pieces
7.	Measuring tapes; 5 meters	8 pieces
8.	Try/comboination Squares	8 pieces
9.	Steel Rulers	15 pieces
10.	Electric Drills	3 pieces
11.	Screwdriver sets	8 sets
12.	Blow torch with gas cylinder (at least 12 Kg)	1 piece
13.	Grinder; Medium size	8 pieces
14.	Utility knives	15 pieces
15.	Extension cables	2 pieces
16.	First aid kit	1 set
17.	Fire extinguisher	1 piece

Lot 2: Bamboo skills development training in carpentry and crafts in Busoga region.

No.	Equipment type and characteristics	Minimum quantity required
1.	Hand saws	8 pieces
2.	Circular saws	2 pieces
3.	Chisel sets (3 sizes)	15 sets
4.	Hand Planes	8 pieces
5.	Claw Hammers	15 pieces
6.	Wooden Mallets	8 pieces
7.	Measuring tapes; 5 meters	8 pieces
8.	Try/comboination Squares	8 pieces
9.	Steel Rulers	15 pieces
10.	Electric Drills	3 pieces
11.	Screwdriver sets	8 sets

12.	Blow torch with gas cylinder (at least 12 Kg)	1 piece
13.	Grinder; Medium size	8 pieces
14.	Utility knives	15 pieces
15.	Extension cables	2 pieces
16.	First aid kit	1 set
17.	Fire extinguisher	1 piece

Lot 3: Bamboo skills development training in carpentry and crafts in West Nile region.

No.	Equipment type and characteristics	Minimum quantity required
1.	Hand saws	8 pieces
2.	Circular saws	2 pieces
3.	Chisel sets (3 sizes)	15 sets
4.	Hand Planes	8 pieces
5.	Claw Hammers	15 pieces
6.	Wooden Mallets	8 pieces
7.	Measuring tapes; 5 meters	8 pieces
8.	Try/comboination Squares	8 pieces
9.	Steel Rulers	15 pieces
10.	Electric Drills	3 pieces
11.	Screwdriver sets	8 sets
12.	Blow torch with gas cylinder (at least 12 Kg)	1 piece
13.	Grinder; Medium size	8 pieces
14.	Utility knives	15 pieces
15.	Extension cables	2 pieces
16.	First aid kit	1 set
17.	Fire extinguisher	1 piece
18.	Work benches	4 pieces
19.	G/F Clamp	10 pieces

Lot 4: Bamboo skills development training in carpentry, crafts and construction in Great Kampala Metropolitan Area (Mukono, Kampala, Wakiso).

No.	Equipment type and characteristics	Minimum quantity required
1.	Hand saws	8 pieces
2.	Circular saws	2 pieces
3.	Chisel sets (3 sizes)	15 sets
4.	Hand Planes	8 pieces
5.	Claw Hammers	15 pieces
6.	Wooden Mallets	8 pieces
7.	Measuring tapes; 5 meters	8 pieces
8.	Try/comboination Squares	8 pieces
9.	Steel Rulers	15 pieces
10.	Electric Drills	3 pieces
11.	Screwdriver sets	8 sets
12.	Blow torch with gas cylinder (at least 12 Kg)	1 piece
13.	Grinder; Medium size	8 pieces
14.	Utility knives	15 pieces
15.	Extension cables	2 pieces
16.	First aid kit	1 set
17.	Fire extinguisher	1 piece

18.	Work benches	4 pieces
19.	G/F Clamp	10 pieces

If a tenderer submits for more than 1 lot, they shall submit a different set of tools and equipment per lot.

5. SUPERVISION OF THE ASSIGNMENT

For each Lot, during the implementation of the contract, the contracting authority shall provide feedback about the performance of the experts. The contracting authority reserves the right to reject an expert if his/her performance is not satisfactory to the contracting authority. The contractor shall ensure that there is a back-up expert available. Should the expert become unavailable for more than 2 days for any reason, the back-up expert has to be provided at short notice. The back-up expert shall continue the implementation at the required standards. In case of unavailability of a team member, the contractor shall ensure prompt replacement with at least the same level of qualifications as those of the expert being replaced and who was initially proposed for the assignment in accordance with the tender. Efficient communication and sharing of experience must be put in place within the team.

6. APTITUDE TO EXERCISE THE PROFESSIONAL ACTIVITY

Official Registration

The tenderer shall be legally established and authorised to operate in accordance with the applicable laws and regulations of the country where the tender is established.

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

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
- (b) List of subcontractors (see clause 2 of chapter 8 Forms);
- (c) Tender form - Prices (clause 3 of chapter 8 Forms)
- (d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 0 of chapter 8 Forms);
- (e) All documents demanded in **Error! Reference source not found.** (see clause 14 of chapter 3 Award Procedure);
- (f) All documents demanded in clause 16 of chapter 3 Award Procedure (award criteria);
- (g) 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 14 of chapter 3 Award Procedure and **Error! Reference source not found.**), 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;
- (h) The order of preference for the award of lots (see clause 2 of chapter 2 Subject-Matter and Scope of The Public Contract);
- (i) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (j) 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);
- (k) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

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:	☐ Duly registered independent ☐ Unregistered self-employed (no official formalisation) ☐ 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>	- 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
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2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

List of subcontractors planned to be engaged in the implementation of the contracts				
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged (if applicable)	Other entity within the meaning of paragraph 1er of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and professional aptitude criteria, 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.

- 2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

3. TENDER FORM - PRICES

Lot 1- Public procurement contract for consultancy services for bamboo skills development training in carpentry and crafts in Albertine and Rwenzori regions.

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

Description	Total price in EUR exc. VAT
Consultancy services for bamboo skills development training in carpentry and crafts in Albertine and Rwenzori regions	
VAT % if applicable	

The tenderer shall submit a detailed cost breakdown as part of their financial offer

Date:.....

By (Name of entity):.....

Represented by (Full name):.....

Signature of authorised representative:.....

4. TENDER FORM - PRICES

Lot 2- Bamboo skills development training in carpentry and crafts in Busoga region.

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

Description	Total price in EUR exc. VAT
Consultancy services for Bamboo skills development training in carpentry and crafts in Busoga region	
VAT % if applicable	

The tenderer shall submit a detailed cost breakdown as part of their financial offer

Date:.....

By (Name of entity):.....

Represented by (Full name):.....

Signature of authorised representative:.....

5. TENDER FORM - PRICES

Lot 3- Bamboo skills development training in carpentry and crafts in West Nile.

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

Description	Total price in EUR exc. VAT
Consultancy services for Bamboo skills development training in carpentry and crafts in West Nile region	
VAT % if applicable	

The tenderer shall submit a detailed cost breakdown as part of their financial offer

Date:.....

By (Name of entity):.....

Represented by (Full name):.....

Signature of authorised representative:.....

6. TENDER FORM - PRICES

Lot 4- Bamboo skills development training in carpentry, crafts and construction in Great Kampala Metropolitan Area (Mukono, Kampala, Wakiso).

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

Description	Total price in EUR exc. VAT
Consultancy services for Bamboo skills development training in carpentry and crafts in Great Kampala Metropolitan Area (Mukono, Kampala, Wakiso)	
VAT % if applicable	

The tenderer shall submit a detailed cost breakdown as part of their financial offer

Date:.....

By (Name of entity):.....

Represented by (Full name):.....

Signature of authorised representative:.....

7. DECLARATION ON HONOUR - EXCLUSION GROUNDS

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer/beneficiary/partner/co-contractor declare that the tenderer is not in any of the following cases of exclusion:

** Please tick the boxes to confirm each situation:*

- ☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**
 - a. Participation in a criminal organization;
 - b. Corruption;
 - c. Fraud;
 - d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
 - e. Money laundering or terrorism financing;
 - f. Child labor and other forms of trafficking in human beings;
 - g. Employment of third-country nationals in illegal residence;
 - h. Creation of offshore companies.
- ☐ **The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**
- ☐ **The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**
- ☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**
 - a. Breach of Enabel's policy on sexual exploitation and abuse;
 - b. Breach of Enabel's policy on fraud and corruption risk management;
 - c. Violation of local legislation concerning sexual harassment at work;
 - d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
 - e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

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:			

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 above-mentioned 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:.....

Financial identification form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ²	
IBAN/ACCOUNT NUMBER ³	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

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.