



TENDER SPECIFICATIONS

Framework contract for the Provision of a dedicated internet connection at selected schools

Reference №: **UGA22008-10316**

Country: **Uganda**

Direct Negotiated Procedure with Prior Publication

Deadline for requesting clarifications:

Deadline for submission of tenders:

*Until the **tenth day** before the deadline for submission of tenders*

28th July 2026 at 10:00 am Kampala time (EAT)

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1. GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

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.

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.

For this public contract Enabel, in Uganda, is represented by the Country Director, Mr. Nicolas Oebel.

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 in Uganda and applicable tax legislation is legislation of Uganda. For more information on this tax regime, you can contact Contract Service Centre (clause 3 of chapter 3 Award Procedure).

2. RULES GOVERNING THE PUBLIC CONTRACT

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) Enabel’s policy regarding sexual exploitation and abuse – June 2019;
- g) Enabel’s policy regarding fraud and corruption risk management – June 2019.

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).

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

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

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.

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

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

This public contract is a Framework service contract for the **provision of a dedicated internet connection at selected schools.**

2. ITEMS

This public contract consists of the items listed under section 5. Terms of reference.

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

No.	Item
1.	Unlimited dedicated fiber internet

3. DURATION OF THE PUBLIC CONTRACT

This public contract starts upon award notification and lasts for 4 calendar years in accordance to Article 57 of the Law of 17 June 2016. Each order under the Framework contract shall be implemented for 30 calendar days.

Without prejudice to measure as of right, the contracting authority can terminate the public contract at the end of each year after notification sent by registered letter 30 calendar days before the anniversary date of the contract.

Moreover, the contracting authority has the right to terminate the contract in application of a measure taken as of right or when the contractor is in one of the situations mentioned in Article 62 of the Royal Decree of 14 January 2013.

The termination of the contract under the conditions mentioned above does not entitle the contractor to any indemnity.

4. VARIANTS

Variants are **NOT** allowed.

Each tenderer may submit only one tender; no variants will be accepted.

5. OPTIONS

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

6. QUANTITIES

Quantities will be determined in order forms.

The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.

The presumed quantities indicated under section 5. Terms of reference are given for information purposes only. The contracting authority does not commit in any way as to quantities that will actually be ordered under this public contract.

7. MAXIMUM CONTRACT VALUE

The maximum amount to be ordered under this framework contract is **216,000 euros**.

3. AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Direct Negotiated Procedure with Prior Publication pursuant to Article 41, § 1, °1 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in the following official platform:

- The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)
- Website of Enabel (<https://www.enabel.be/public-procurement/>)
- Website of the OECD (Organisation for Economic Co-operation and Development);
- Local newspaper

3. FURTHER INFORMATION

Public procurement administrator

The awarding of this public contract is coordinated by: Contract Service Centre, which is reachable via email 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.

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 (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.

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 0 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **120 (one hundred and twenty) calendar days** from the tender reception deadline date.

5. DATA TO BE INCLUDED IN THE TENDER

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.

The tender and all annexes to the tender form must be drawn up in English:

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.

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.

Administrative proposal

The tenderer must use the tender forms provided in the annex:

The Administrative proposal shall respect the following structure:

- Identification forms
- Certificate of registration/incorporation (as applicable)
- Articles of association (as applicable)
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s)).
- Financial Identification Form (along with an account confirmation letter from the bank and bank signatory information. This account shall not change throughout the contract duration and implementation)
- Integrity form
- Declaration on honour - Exclusion grounds
- Signed CVs and academic documents of the experts
- List of subcontractors (as applicable)

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.

Where the tender is submitted by a group of economic operators (Joint venture or consortium), it must include a copy of the following documents for each of the participants in the group:

- Identification forms
- Certificate of registration/incorporation (as applicable)
- Articles of association (as applicable)
- Certificate of registration/incorporation (as applicable)
- Articles of association (as applicable)
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s)).
- The association agreement signed by each participant, clearly showing who represents the association.
- Financial Identification Form signed by all participants
- Integrity form
- Declaration on honour - Exclusion grounds

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.

In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6. Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

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

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

Technical Proposal

The technical proposal may be presented in free format. The tenderer shall comply to the technical specifications stated in section 5 Terms of Reference.

Financial Proposal

The tenderer shall use the tender form included in section 8. Forms (3. Tender form-price) to present their financial offer.

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

8. ELEMENTS INCLUDED IN THE PRICE

The tenderer is to include in his unit 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.

The unit prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:

- Administrative management and secretariat services;
- Travel, transportation, and insurance;
- Documentation related to the services;
- Delivery of documents or records associated with the performance of the contract;
- Packaging;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;

- Customs and excise duties for equipment and products used.

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

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

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

The tenderer submits their tender as follows:

The tenderer shall submit separately (in separate envelopes), the administrative, technical and financial proposals. The sealed envelopes containing the different proposals shall then be put together and sealed in one big envelope to be submitted to the contracting authority. The tenderer shall also submit a scan copy of the administrative, technical and financial proposals as a separate PDF files on a USB stick inserted into the tender envelope.

One original copy of the completed tender shall be submitted on paper. Electronic copies shall be submitted as one or more PDF files on a USB stick.

The submission is to be made in a properly sealed envelope, bearing the following information:

Tender: **UGA22008-10316 - Framework contract for the Provision of a dedicated internet link at select schools**

To the attention of: **Contract Service Centre.**

The tender must be submitted before **28th July 2026, at 10:00 am Kampala time (EAT)**, in one of the following ways:

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

In this case, the sealed envelope should be placed in a second closed envelope addressed to:

Enabel, Uganda

Contract Service Center

Lower Kololo Terrace, Plot 1B

P.O Box 40131 Kampala – Uganda

- b) Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9:00 am to 12:00 pm and from 1:00 pm to 5:00 pm - see the address provided under this clause 0 (a).

The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 9. A tender submitted by email will be discarded.

10. TENDER SIGNATURE

The tender and all accompanying documents must be numbered and signed by the tenderer or his/her representative in the Powers of attorney. 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.

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.

When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. OPENING OF TENDERS

The tender opening session will take place behind closed doors at the address given under clause 9 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications

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.

The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6. Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

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.

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.

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. 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.

Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)

Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

By means of the documents requested in the 'Selection file' (6. Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.

Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 50,000 Euros during the past three financial years
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in unlimited fiber internet services
Minimum Standard	Minimum of 2 assignments within the scope of the contract, which were totally and successfully completed in the last 3 years
2.2	Sufficient human resources

Minimum Standard	Minimum of 1 expert for each of the profiles defined under chapter 5 Terms of reference. (attach signed CVs and academic document)
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To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:

- all participants submitting a joint bid as a consortium of economic operators;
- other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.

In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

14. OVERVIEW OF THE PROCEDURE

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.

The contracting authority reserves the right to have the irregularities in a tender regularised.

In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.

Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria and the minimum requirements are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (Best and Final Offer). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful service provider for this public

contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

15. AWARD CRITERIA

The contracting authority will select the regular tender that it considers to be the least expensive, based on the criteria below:

- Price: 100 %;

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

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

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

16. AWARDING THE PUBLIC CONTRACT

This public contract will be awarded to the tenderer who has submitted the least expensive tender.

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. CONCLUDING THE CONTRACT

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

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

The full public contract consists of the following documents:

- These tender specifications and their annexes;
- The approved BAFO and all of its annexes;
- The registered letter notifying the award decision;
- Any later documents accepted and signed by both parties, as appropriate.

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 do not derogate from the "GIR".

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)

The managing official for this public contract is Joeri Leysen, Project Manager, email: joeri.leysen@enabel.be and shall be assisted by Emmanuel Oucor, IT Field Officer, email: emmanuel.oucor@enabel.be

The managing official is responsible for overseeing the performance of the contract.

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.

- 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.
- 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.
- 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)

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.

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

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.

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)

The contracting authority does not acquire the intellectual property rights created, developed, or used during performance of the public contract.

Unless otherwise specified in the procurement documents and without prejudice to clause 0, 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.

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.

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.

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

Scope and amount (Art. 25)

For orders that exceed 50,000 Euro, the performance bond is a requirement for this public contract and is set at 5% of the total value of the contract, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

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.

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.

Posting of the performance bond (Art. 27)

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

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;

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;

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;

Guarantee: Provide the deed of undertaking of the credit institution or the insurance company.

Proof of deposit (Art. 27)

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

A deposit receipt from the Deposit and Consignment Office or a similar public institution;

A debit notice from the credit institution or insurance company;

An deposit certificate issued by the State Cashier or a similar public institution;

The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;

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.

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 order.

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)

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").

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.

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 shall be allowed under this contract.

The contract price upon finalization and approval shall be fixed for a period of one year. At the beginning of the second and every following year of the framework contract, each price may be revised upwards or downwards at the request of one of the parties.

To calculate the price revision, the following formula applies:

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

Where:

Pr = Price after revision

Po = Price quoted in the tender

Io = Index for the month in which the framework Contract (FWC) enters into force;

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

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

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

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

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.

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.

When activities are suspended, based on this clause 0, 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.

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 unfavourable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
- c) The suspension occurs during the contract's performance period.

11. UNFORESEEABLE CIRCUMSTANCES

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

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)

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.

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”.

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)

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.

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 0, regardless of whether the contracting authority is aware of the facts or circumstances.

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

SECTION (F) - PERFORMANCE MODALITIES

14. ORDER FORMS (ART. 146)

15. DEADLINES AND TERMS (ART. 147)

The service provider must complete each order within **30 calendar days**, starting from the day after the date on which the service provider receives the service order (LPO).

16. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the **addresses specified under section 5 Terms of Reference**.

17. INSPECTION OF THE SERVICES (ART. 150)

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.

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.

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

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

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 fulfil its obligations.

SECTION (G) - MEANS OF ACTION

19. FAILURE OF PERFORMANCE (ART. 44)

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).

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.

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".

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

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.

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.

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.

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.

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

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 0. 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.

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

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

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.

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

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 23).

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.

Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

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

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.

Only services that have been performed correctly may be invoiced.

The invoice must be issued in **EUROS**.

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

Tabitha Nandera

Email: tabitha.nandera@enabel.be

Financial Controller

Payment will be made on **quarterly basis**.

24. ADVANCE PAYMENTS

Notwithstanding clause 23.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance may be granted to the service provider.

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

- a) 20% if the winning tenderer is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;
- b) 10% if the winning tenderer is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;
- c) 5% where the winning tenderer is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

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.

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.

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.

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. REQUIREMENTS FOR THE SERVICES AND THE DELIVERABLES

Technical methodology

The Contractor shall provide the services and the deliverables as specified hereafter by applying a technical methodology, which factors in the following aspects;

Background information

Enabel, the Belgian agency for international cooperation, works with the Ministry of Education to implement the National Teachers' Policy and Skilling Uganda strategy at central and grassroots levels. This includes institutional capacity building to enable selected education institutions to deliver quality education. The strategy is to improve service delivery by both public and private sector by digital means. As such, digitalization is integrated in all projects.

Within the projects, there is a big need for a stable and reliable internet connection as it is considered essential for communication, education, business operations, and access to critical information.

In the learning institutions where Enabel operates there are challenges with internet access. The problem is particularly severe in rural or underdeveloped areas where infrastructure is inadequate or non-existent.

Enabel is looking for a supplier of internet services that will resolve the above challenges in the partner institutions which include schools, training institutions and health facilities.

Specific Requirements

No.	Item	Specification
1.	Unlimited dedicated fiber internet	90 Mbps unlimited dedicated internet connection delivered wirelessly. Microwave or Line of sight is the preferred method of delivery. Additional requirements: <ul style="list-style-type: none">• a managed gateway device (router) with firewall capable of filtering content on the link and implementing QoS. (Quality of Service).• SDWAN for remote visibility of sites.

2. Requirements for the ancillary services

Location of delivery

The internet services shall be delivered in the estimated number of 49 schools listed below. However, the contracting might decide, during implementation, to add other schools or entities in other districts:

No.	School	Location	Distance in Km from Kampala
1	Bukuuku Community Secondary School	Fort Portal	309
2	Kagote Seed Secondary School	Fort Portal	297
3	St Joseph's Karangura Secondary School	Fort Portal	300
4	Kitumba Senior Secondary School	Fort Portal	290
5	Kaboyo Senior Secondary School	Fort Portal	309
6	Kyebambe Girls Secondary School	Fort Portal	291
7	Busede Seed Secondary School	Jinja	152
8	Lubani Secondary School	Jinja	118
9	Mpumudde Seed Secondary School	Jinja	82
10	St Stephen Secondary School, Budondo	Jinja	87
11	Buyengo Secondary School	Jinja	109
12	Masese Seed Secondary School	Jinja	81
13	Busoga High School – Kamuli	Jinja	119
14	Pilkington College Muguluka	Jinja	99
15	Bulopa Secondary School	Kamuli	133
16	St. John Bosco Kamuli	Kamuli	118
17	St. Paul Secondary School Mbulamuti	Kamuli	105
18	Ihandiro Voc. Secondary School	Kasese	428
19	Maliba Secondary School	Kasese	367
20	Kasese Secondary School	Kasese	374
21	St. Thereza Girls Senior Secondary School	Kasese	370
22	Uganda Martyrs College Kyondo	Kasese	388
23	Kakabara Senior Secondary School	Kyegegwa	207
24	Humura Senior Secondary School	Kyegegwa	207
25	Mpara Secondary School	Kyegegwa	210
26	St.Balikuddembe Kibuye Secondary School	Kyegegwa	193
27	Adjumani Secondary School	Adjumani	455
28	Alere Secondary School	Adjumani	456
29	Mungula Secondary School	Adjumani	448
30	Ofua Seed School	Adjumani	452

31	St Mary Assumpta Adjumani	Adjumani	441
32	Pagirinya Secondary School	Adjumani	422
33	Biyaya Secondary School	Adjumani	446
34	Archibishop Janan Luwum MEM College	Kitgum	458
35	Omiya Anyima Secondary School	Kitgum	465
36	Kitgum Matidi Secondary School	Kitgum	444
37	Y.Y. Okot Memorial College	Kitgum	440
38	Padibe Girls Comprehensive Secondary School	Lamwo	463
39	Padibe Secondary School	Lamwo	462
40	St Marys MadiOpe Secondary School	Lamwo	460
41	Offaka Secondary School	MadiOkollo	397
42	Rhino Camp Secondary School	MadiOkollo	426
43	Okollo Secondary School	MadiOkollo	395
44	Aringa Secondary School	Yumbe	551
45	Kei Seed School	Yumbe	539
46	Midigo Secondary School	Yumbe	560
47	Odravu Secondary School	Yumbe	504
48	Yumbe Secondary School	Yumbe	552
49	Lodonga Secondary School	Yumbe	522

Installation

The contractor shall carry out installation and testing of all the required services.

3. Requirements for the resources

Human Resources

Composition of the team	<ul style="list-style-type: none"> • 1 Coordinator/team lead • 1 Individual expert (technician) • 1 Accounts manager
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The contractor shall present the above key experts that shall cover all contents of this contract. The contractor shall select a coordinator/team lead, the individual expert and an accounts manager out of his pool of experts for delivering the outputs of the specific service requests of the contract.

Coordinator/team lead

The Contractor shall identify a team lead within its organisation who will represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of

contact and if necessary, his/her replacement must fulfil the requirements set below under qualification of the team. Similarly, the Contracting Authority will designate contact persons.

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

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

Individual Expert (Technician)

The Contractor shall select an individual expert for delivering the outputs of the specific activities of the contract. The individual expert shall require all the following skills and expertise, as specified hereafter.

Qualifications of the team

Coordinator/team lead

- At least a bachelor's degree in either telecommunication, electrical/electronic engineering, and/or IT/Computer Science with 3 years' experience in deployment of fixed wireless internet connections. (shall attach a signed CV and academic documents)

Individual Expert (Technician)

- At least a diploma in either telecommunication, electrical/electronic engineering, and/or IT/Computer Science with 2 years' experience in deployment of fixed wireless internet connections. (shall attach a signed CV and academic documents)

Accounts Manager: the contractor shall provide the individual's name, email address and contact information

Other resources and logistics

The contractor shall be responsible for all the logistical needs of their team during this assignment. This may include transportation and accommodation of the team during field missions etc. Enabel shall therefore not make any logistical arrangements for the contractor's teams.

6. SELECTION FILE

ECONOMIC AND FINANCIAL CAPACITY

1. MINIMUM TURNOVER

Financial Statement

The tenderer must complete the following table of financial data based on his/her annual accounts.

Financial data	Year 3 in € or NC	Year 2 in € or NC	Year 1 in € or NC	Average in € or NC
Annual turnover, excluding this contract				

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

TECHNICAL AND PROFESSIONAL APTITUDE

2. LIST OF MAIN SIMILAR ASSIGNMENTS

Description of the similar assignment totally performed	Location	Amount involved	Completed date in the last 3 years (only totally performed assignments)	Name of the public or private bodies

Certificates of completion

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

3. STAFF QUALIFICATIONS AND EXPERIENCE

The tenderer shall ensure the availability of qualified staff capable of performing the contract effectively. The tenderer must include in their submission an overview of the staff to be assigned to the contract by completing the table hereunder, detailing their qualifications, degrees, and relevant professional experience.

Name of the expert	Proposed position	Educational background (Formal qualification)	Years of experience with relevant experience	Specialist areas of knowledge
	Coordinator/ team lead			
	Individual expert			
	Accounts Manager	N/A	N/A	N/A

4. 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

Administrative proposal

- Identification forms
- Certificate of registration/incorporation (as applicable)
- Articles of association (as applicable)
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s)).
- Financial Identification Form (along with an account confirmation letter from the bank and bank signatory information. This account shall not change throughout the contract duration and implementation)
- Integrity form
- Declaration on honour - Exclusion grounds
- Signed CVs and academic documents of the experts
- List of subcontractors
- Tender form - Prices
- Technical proposal

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.

Where the tender is submitted by a group of economic operators (Joint venture or consortium), it must include a copy of the following documents for each of the participants in the group:

- Identification forms
- Certificate of registration/incorporation (as applicable)
- Articles of association
- Power of Attorney (The statutes and any other document required to establish the power of attorney of the signer(s)).
- Financial Identification Form signed by all participants
- Integrity form
- Declaration on honour - Exclusion grounds
- **The association agreement signed by each participant, clearly showing who represents the association.**

Technical proposal

Financial proposal

8. FORMS

1. PROCEDURAL DOCUMENTS – TENDER FORMS

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 (DD MM YYYY)	
PLACE OF BIRTH (town, village)	
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 Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	<input type="checkbox"/> Duly registered independent <input type="checkbox"/> Unregistered self-employed (no official formalisation) <input type="checkbox"/> other (please specify):

REGISTRATION NUMBER (if applicable)	
VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	
DATE (<i>DD MM YYYY</i>)	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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> - FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province 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 Country</i>	
TELEPHONE NUMBER	
E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE



Financial identification form

This form must be completed, signed and accompanied by an account confirmation letter from the bank and bank signatory information.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

BANKING DETAILS		
ACCOUNT NAME 2		
IBAN/ACCOUNT NUMBER ³		
CURRENCY		
BIC/SWIFT CODE		
BANK NAME		
ADDRESS OF BANK BRANCH		
STREET & NUMBER		
STREET & NUMBER		
POST CODE		
COUNTRY		
ACCOUNT HOLDER'S DATA AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY		
POST CODE		
COUNTRY		
SIGNATURE OF ACCOUNT HOLDER (Obligatory)		
NAME:		DATE (Obligatory)
TITLE:		

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.

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	work which they will be engaged (if applicable)	Other entity within the meaning of paragraph 1 ^{er} 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.

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. FINANCIAL FORM

Tender Form

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

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

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

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in **Euros** and exclusive of VAT: Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender. In order to correctly compare the tenders, the duly signed information or documents mentioned under preparation of Tenders.

No.	Item	Unit of measure	Estimated quantity	Unit price in euros excl. VAT
1.	Fiber delivery and installation cost for Fort portal	Kilometre	1	€
2.	Fiber delivery and installation costs for Jinja	Kilometre	1	€
3.	Fiber delivery and installation costs for Kamuli	Kilometre	1	€
4.	Fiber delivery and installation costs for Kasese	Kilometre	1	€
5.	Fiber delivery and installation costs for Kyegegwa	Kilometre	1	€
6.	Fiber delivery and installation costs for Adjumani	Kilometre	1	€
7.	Fiber delivery and installation costs for Kitgum	Kilometre	1	€
8.	Fiber delivery and installation costs for Lamwo	Kilometre	1	€
9.	Fiber delivery and installation costs for Madi-okollo	Kilometre	1	€
10.	Fiber delivery and installation costs for Yumbe	Kilometre	1	€
11.	Monthly unlimited dedicated internet delivered via fiber optic cable (90 Mbps Upload / download)	Month	1	€
Total price				€
VAT percentage (if applicable)				%

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

Date:

4. 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:			

5. INTEGRITY STATEMENT FOR THE TENDERERS

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages
- 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