



TENDER SPECIFICATIONS

“Public Contract for Provision of Post Training Support to Formalize Businesses of 80 youth enterprises and Provision of consultancy services to facilitate and conduct Innovation Challenge for Trainers of Trainers (ToTs) in Mini Hubs

Reference №: **UGA22003-10452**Country: **Uganda**

Negotiated Procedure without Prior Publication

Deadline for requesting clarifications: Until the **tenth day** before the deadline for submission of tenders

Deadline for 2nd October 2026 at submission of 12:00PM (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
Nicholas 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 in Uganda and applicable tax legislation is legislation of Uganda. For more information on this tax regime, you can contact Contracts Service Center, Enabel, Belgian Development Agency Lower Kololo Terrace, Plot 1B PO Box 40131, Kampala (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;

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).

- (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>;

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

2.1 TYPE OF CONTRACT

This public contract is direct services contract.

2.2 SCOPE OF THE CONTRACT

This service procurement contracts consists of provision of Post training Supports for 80 Youth Enterprises and provision of consultancy services to facilitate and conduct innovation challenge for trainers of trainers (tots) in mini hubs in conformity with the conditions of these Tender specifications.

2.3 LOTS

2.4 This public contract comprises **2 (two)** lots, each of which is indivisible.

2.5 The tenderer may submit a tender for **one or several lots**.

2.6 The lots are:

Lots	Description of the Lots
Lot 1	Provision of Post training support for 80 youth Enterprises
Lot 2	Provision of consultancy services to facilitate and conduct Innovation Challenge for Trainers of Trainers (ToTs) in Mini Hubs

3 ITEMS

3.2 Each lot of this public contract consists of the items listed under section 5 technical specifications.

3.3 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 LOT 1

4.2 This lot starts **upon award notification** and lasts for **1 (one) year**.

4.3 This lot **MAY NOT** be renewed.

No-	Lots	Duration
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1.	Lot 1	12 months
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5 DURATION OF LOT 2

5.2 This lot starts **upon award notification** and lasts for 3 months as indicated in the table below.

5.3 This lot **MAY NOT** be renewed.

No-	Lots	Duration
1.	Lot 2	Three (3) Months

6 VARIANTS

6.2 Variants are **NOT** allowed. Each tenderer may submit only one tender; no variants will be accepted.

7 OPTIONS

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

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 platforms:

(a) Website of Enabel (www.enabel.be);

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 Center

Enabel, Belgian Development Agency

Lower Kololo Terrace, Plot 1B PO Box 40131, Kampala

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 tenth day before the deadline for submission of tenders, at the latest.

These updates will be published on Website of Enabel (www.enabel.be).

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. The contracting authority is organizing an information session for prospective tenderers.

3.4. INFORMATION SESSION

The information session will take place on **17th September 2026 at 10:00 am, Kampala time**. The session will be conducted virtually (online) via the following access link and credentials:

Meeting link: <https://teams.microsoft.com/meet/317561373230248?p=IZGU1UUy2VdvKjKkXV>

Meeting ID: 317 561 373 230 248

Passcode: rR7UX9ji

Participation in the information session is optional.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. 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.

5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in English.
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.

5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.

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

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

Administrative Proposal

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

The Administrative proposal shall respect the following structure:

- Articles of Association
- Certificate of Incorporation
- Power of Attorney
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Subcontractor form (if applicable)
- Financial capacity form

Prior to contract award, the successful tenderer shall be requested to submit the following documents:

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

Technical Proposal

The technical proposal may be presented in the following format: It shall not exceed ten pages. It shall respect the following page limit and structure. Tender Specifications – Procurement reference number – UGA22003-10452

- List of Benefits offered as per minimum benefits offered in section 1 “technical specifications” of these tender documents (Max.7 pages)
- Project and Quality management (Max. 3 Pages)

Financial Proposal

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

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.

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

5.6. The tenderer also attaches the following to his tender:

- (a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);
- (b) The order of preference for the award of lots (see clause 2.3 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) Identification form (clause 1 of chapter 8 Forms);
- (e) List of subcontractors (clause 2 of chapter 8 Forms);
- (f) Tender form - Prices (clause 3 of chapter 8 Forms)
- (g) Declaration on honour - Exclusion grounds (clause 5 of chapter 8 Forms).
- (h) The statutes and any other document required to establish the power of attorney of the signer(s).

5.7. 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 5 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.

5.8. 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.

5.9. 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 13 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

- 7.1. This public contract is a lump-sum price contract, where the price is a flat fee that covers the whole of the item listed in the inventory.
- 7.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his unit and global prices any charges and taxes generally applied to services according to the applicable tax legislation of Uganda, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable.
As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Uganda, the attention of tenderers who are non-tax residents of Uganda is drawn to the tax on the profits of non-residents (15%) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Uganda. The 15% non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.
- 8.2. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
 - (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.

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

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

9.2. The tenderer submits their tender as follows:

The tenderer submits his tender as follows:

The duly completed and signed tender shall be submitted only by e-mail 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 **2nd October 2026 12:00pm Kampala time**

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.

Incase 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

10. TENDER SIGNATURE

10.1. The tender and all accompanying documents shall 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

10.2. 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.

10.3. 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

11. OPENING OF TENDERS

- 11.1. The tender opening session will take place behind closed doors at the address given under clause 8 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

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

public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.
- 13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
- (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.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

1.	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Lot 1: Minimum average annual turnover of 25,000 EUR during the past three financial years Lot 2: Minimum average annual turnover of 10,000 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 Lot 1, Minimum of 1 previous similar assignment within the scope of the contract which was totally and successfully completed in the last 3 years For Lot 2, Minimum of 1 previous similar assignment within the scope of the contract which was totally and successfully completed in the last 3 years
2.2.	Qualifications and experience of human resources
Minimum Standard	For Lot 1, submit signed CVs and academic documents of the experts' profile defined in the technical specification. The experts should demonstrate hands-on experience in providing post training support in formalizing businesses For Lot 2. submit signed CVs and academic documents of the experts' profile defined in the technical specification. The experts should demonstrate hands-on in Digital innovation The tenderer may repeat experts across lots if they meet the requirements under each of the lots.
2.4	Sufficient equipment
Minimum Standard	For each Lot, Minimum equipment required per trade in section 5, "terms of reference "The contractor shall propose different equipment for each lot.

14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

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

15. AWARD CRITERIA

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

Qualitative award criteria:60%

N	Qualitative Award Criteria	Max. Points: 60
1	Quality of 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 duration and trainee profile- 5 points	30
2	Quality of project management (planning, monitoring and reporting) 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

Only tenders with scores of at least 45 points out of 60 points will qualify for financial evaluation.

Price:40%

With regards to the price criterion, the following formula shall be used.

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

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

- 16.1. Each lot of this public contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot in question.
- 16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.
- 16.3. The contracting authority also reserves the right to award only certain lots and may decide that the remaining lot(s) will be subject to one or more new contracts, if necessary, through a different award procedure in accordance with Article 58, § 1, third paragraph of the Law of 17 June 2016 on public procurement.

17. CONCLUDING THE CONTRACT

- 17.1. 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.
- 17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 17.3. The full public contract consists of the following documents:
 - (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.
- 17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

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

4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract is **Charles Okot, Intervention Manager**, email: charles.okot@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.
- 4.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

5. CONFIDENTIALITY (ART. 18)

- 5.1. The knowledge and information obtained by the service provider within the framework of this public contract is strictly confidential. Under no circumstances may the collected information, regardless of its origin or nature, be disclosed or transferred to third parties in any form. The service provider is, therefore, bound by a duty of confidentiality.
- 5.2. In accordance with Article 18 of the “GIR”, the service provider undertakes to handle all information, facts, documents, and data — regardless of their nature or format — strictly confidentially. This obligation applies to any information communicated to the service provider or accessed by the service provider, directly or indirectly, in connection with this public contract. Confidential information includes, but is not limited to, the very existence of this public contract.
- 5.3. The service provider further undertakes to:
 - (a) Respect and ensure strict confidentiality of this information and take all necessary measures to safeguard its secrecy (such measures must not be less stringent than those the service provider applies to their own confidential information);
 - (b) Consult, use, or exploit the information mentioned above solely to the extent strictly necessary for the preparation and, if applicable, execution of this public contract, while complying with data protection laws, particularly those governing the processing of personal data;
 - (c) Not reproduce, disclose, distribute, transmit, or otherwise make the information available to third parties, in whole or in part, and in any form, without the prior written consent of the contracting authority;
 - (d) Return the information to the contracting authority upon their first request;
 - (e) Refrain from disclosing, directly or indirectly, the content of this public contract to third parties for advertising or any other purpose.
- 5.4. The service provider shall include in its contracts with subcontractors the confidentiality obligations it is required to comply with for the performance of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

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

6.2. Processing of personal data by the service provider

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

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

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

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

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract which upon acceptance it transfers automatically to the respective Beneficiary Organisation specified in the Technical Specifications.

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

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

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

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

8. PERFORMANCE BOND (ART. 25 TO 33)

8.1 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.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. Proof of deposit (Art. 27)

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

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

A debit notice from the credit institution or insurance company;

A 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.

8.6. 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. 'lender' or 'mandatory', as appropriate.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

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

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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

10.1. Scope

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

10.2. Nature of the amendment

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

10.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this documents. 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 the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account;
- (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.

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

Price revisions are not allowed under this contract.

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

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

12.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.

12.3. When activities are suspended, based on this clause 12.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

12.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:

- (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.

13. UNFORESEEABLE CIRCUMSTANCES

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

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

- 14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 14.2. Such price revision is only possible if both the following conditions apply:
- (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”.
- 14.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.
- In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

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

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

SECTION (F) - PERFORMANCE MODALITIE

16. DEADLINES AND TERMS (ART. 147)

For Lot 1, the contract starts the day following the kick-off meeting and lasts **15 months**. The actual implementation period is **11 months**.

Activity	Weeks	Deliverables
Kick off meeting between consultant and Enabel conducted Provide inception report with implementation detail and updated work plan.	Weeks -1	Inception report
Mapping, Selection and Training needs assessment conducted - Map and select beneficiaries - Conduct Training Needs Assessment - Customize support packages for the youth after Training Needs Assessment - Compile mapping, selection and Training Needs Assessment report	Weeks-4	TNA report
Tailor-made BDS Support to the selected youth enterprises. - Procure and distribute business booster kits (see list in the terms of reference) - Roll out BDS support - Conduct Coaching and mentorship per business - Conduct UVITAB Assessment based on need - Provide linkages and build synergies	Weeks- 40	Attendance and training report
Narrative report provided. - Provide Narrative report	Weeks- 3	Final training report

For Lot 2, the contract starts the day following the kick-off meeting and lasts 2 months. The actual implementation period **is 40 calendar days**.

Activity	Weeks	Deliverables
Kick off meeting between consultant and Enabel conducted. - Provide inception report with implementation detail and updated workplan	1-Week	Inception report
Training needs assessment conducted - Conduct TNA. - Customize support packages for the youth after TNA. - Compilation of TNA report.	1-Week	TNA report
Tailor-made Practical training sessions conducted at the Innovation hubs. - Roll out Practical training sessions. - Prepare youth for innovation challenge.	3-Weeks	Attendance and training report
Innovation pitching event competition organized - Mobilize youth for pitching. - Prepare youth for innovation challenge. - Organize the pitching. - Evaluate and award the winners.	1-Week	Pitching and Award report
Start-up kits procured and distributed - Procure kits. - Distribute kits. - Sign distribution lists	1-Week	Distribution lists and report
Narrative report provided. - Provide Narrative report	1-Week	Final training report

17. PLACE OF PERFORMANCE (ART. 149)

For each Lot, the services shall be performed at the following places as mentioned below;

Lot N°	Address
1	Lot 1 -West Nile Region in the areas of Arua District, Terego District, Madi-Okollo District, Yumbe, Adjumani District
2	Lot 2 -West Nile Region in the four mini hubs of Imvepi (Hope Foundation), Rhino Camp (GRTR Hub), Host Innovation Hub Arua and Bidibidi (SINA Loketa).

18. INSPECTION OF THE SERVICES (ART. 150)

18.1.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.

18.2.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.

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

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

19.2.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

20. FAILURE OF PERFORMANCE (ART. 44)

20.1.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).

20.2. 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.

20.3. 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".

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

21.1. 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.

21.2. 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.

21.3. 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.

21.4. 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.

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

22.1. 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 22.2. 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.

22.2. 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

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

- 23.1. 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.
- 23.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 23.3. 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 24).
- 23.4. 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.
- 23.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

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

- 24.1. 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.
- 24.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in **EURO**.

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

Ms. Gloria ASEKENYE.

gloria.asekenye@enabel.be

Financial Controller

Enabel in Uganda, Plot 1 B lower Kololo terrace

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

Lot 1; Provision of Post training support to formalize businesses for 80 youth Enterprises

Percentage	Description
20%	Inception report
20%	Mapping, Selection and Training needs assessment conducted
50%,	Tailor-made Support to the selected youth enterprises
10%	Final Training Report

Lot 2; Provision of consultancy services to facilitate and conduct Innovation Challenge for Trainers of Trainers (ToTs) in Mini Hubs

Percentage	Description
20 %	Inception report
70%	Innovation challenge competition and pitching report
10%	Final Training Report

25. ADVANCE PAYMENTS

Notwithstanding clause 23.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016

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.

1. BACKGROUND AND JUSTIFICATION

LOT 1: Provision of Post training support to formalize businesses for 80 youth Enterprises

Conduct UVITAB assessment (For Upskilling youth without certificates), a post training support will be implemented for 1 year to formalize the businesses of the youth through a consultancy with a blend of soft skills support comprising of (business registration, licensing, linkages to markets, finance, opportunities, employment, training in BDS, coaching and mentorship, collaboration with other implementing partners to build synergies, short term gap filling trainings) and tangible support through procurement and distribution of (Business booster kits, items, seeds and inputs) and UVITAB assessment will be conducted for those that were not assessed under SDF and community based private sector enterprise owners to upgrade them to a level of offering placements with the new standards in the TVET Act. The post training support will target the selected progressive beneficiaries supported under SDF with potential to be transformed into SMEs who can employ more youth after their businesses have been boosted and enhanced

2. OBJECTIVES OF THE PUBLIC CONTRACT AND EXPECTED RESULTS

2.1 Objectives of the public contract

General Objectives

- To Formalize the businesses of the youth to increase their income and employment opportunities

Specific objectives

- Formalize 80 businesses of the youth
- Fill gaps in the trainings already conducted to improve skills among the graduate
- Create at least 20 new opportunities for youth through linkages and synergies
- Assess at least 10 youths that did not sit for UVITAB assessment in the concluded trainings due to limited budget.
- Assess and certify 10 community based Private sector Enterprise owners and trainers to match the new standards of UVITAB and new regulations in the TVET Act.

2.2 Tasks to be carried out

1. Business booster kits.

- Select youth enterprises to be supported
- Map and assess the business booster support needs of the enterprise
- Procure and distribute business booster kits to the youth.

2. Business Development Support (BDS)

- Select youth enterprises to be supported

- Map and conduct analysis of the BDS support needs of the enterprise
- Provide tailor-made BDS support to the youth enterprise
- Register and license businesses. The beneficiaries shall be responsible for payment of registration and /or licencing fees where applicable.

3. UVITAB Assessment and certification

- Select youth to be assessed and certified
- Identify an assessment center to assess and certify the youth
- Register the youth for assessment
- Conduct assessment and follow up certificates of youth.

4. Mentorship, Coaching and Linkages

- Mentor and coach the youth to address gaps in the business
- Conduct backstopping of the enterprises of the youth to address emerging business challenges.
- Link the youth, (New markets, Opportunities, Finance, Banks, government services)

2.3 Results to be achieved/ Deliverables

- BDS Training Packages conducted (Business planning/Management, Marketing/Sales, Record keeping, financial management, Digitalization/registration).
- Mentorship and coaching sessions conducted at least once a week per enterprise for 6 months.
- UVITAB assessment conducted and business linkages provided (10 youth assessment and certified by UVITAB, 20 businesses linked to financial institutions to open accounts or access finance, 20 businesses linked to new markets)
- Businesses formalized and licensed (30 businesses registered, 30 businesses supported to be licensed).
- Business booster kits procured and distributed to all the 80 selected youth enterprises.
- Training report. (1. Inception report, 2. Mapping Selection and Training needs assessment report, 3. BDS/Mentorship and coaching report, Final Training Report).

2.4 Target.

The Overall Target is to support **80 Youth Enterprises** in Business Development Services, Coaching and mentorship, Provision of business booster kits, Linkages to opportunities, UVITAB assessment for **12months in West Nile Region** as broken down below.

Overall Numbers

Sn	Category	Number of enterprises
1	Individual enterprises	70 (Individuals)
2	Group Enterprises	10 (15- 30 Members)
3	UVITAB assessment and certification	10 (Part of the individual or group)
	Total	80

Per Trade

Sn	Trade	Category	Number of enterprises
1	Poultry (Group of 15-30 Members)	Group enterprise	5
2	Horticulture (Group of 15-30 Members)	Group enterprise	2
3	Liquid soap (Group of 15-30 Members)	Group enterprise	1
4	Videography and Photography (Group of 15-30 Members)	Group enterprise	2
Total			10
5	Tailoring	Individual enterprise	30
6	Salon	Individual enterprise	30
7	Catering	Individual enterprise	5
8	Motorcycle repair	Individual enterprise	5
9	UVITAB assessment and certification	Individuals	10 (Part of the total number)
Total			80

2.5. Methodological approach

The training methodology shall be practical, field-based training approach at each youth's business enterprise for the coaching and mentorship sessions, direct linkages to financial institutions and new markets, weekly monitoring of the entire assignment to ensure quality delivery of planned activities.

2.6. Quality Management

To ensure quality management, the consultant shall assign personnel or staff dedicated to deliver the above-mentioned deliverables of the project, monitor it, follow right procedures including financial and procurement procedures, coordinate with key stakeholders and provide necessary reports to Enabel at agreed upon timelines.

Enabel shall provide technical backstopping to the consultant through monitoring and supervision to ensure compliance and quality of the assignment.

2.7. Project management

Enabel will provide overall oversight of the assignment in terms of supervision, funding and technical support, the consultant will be responsible for the delivery of the assignment on the ground. The Contractor is also expected to coordinate and collaborate with the key stakeholders in the project region.

2.8. Management of the team.

Efficient communication and sharing of experience must be put in place within the team.

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

LOT 2: Provision of consultancy services to facilitate and conduct Innovation Challenge for Trainers of Trainers (ToTs) in Mini Hubs

1. Background

The “Sustainable Support to Refugee Mini-Hubs by Refugee-Led Organizations” project, implemented between July and October 2025 under Enabel’s WeWork – Green and Decent Jobs for Youth initiative, aimed to strengthen the functionality, utilization, and sustainability of three refugee-led Mini ICT Hubs in Imvepi (Hope Foundation), Rhino Camp (GRTR Hub), and Bidibidi (SINA Loketa).

The project enhanced the Mini Hubs’ operational capacity and integration into community and educational ecosystems by providing technical, operational, and community engagement support. A cohort of Trainers (ToTs) youths with demonstrated innovation skills and ongoing entrepreneurial initiatives—were selected through a competitive process to lead and sustain innovation activities within their respective hubs. The project delivered practical, inclusive, and market-driven training across five key thematic modules:

- Electronics and Repair
- Social Media Strategy and Digital Marketing
- Digital Security and Online Safety
- Information Processing, Communication, and Collaboration
- Green Horticultural Interventions and Post-Harvest Value Addition

2 Objectives of the public contract and expected results

General Objectives

Innovation Challenge seeks to consolidate achievements of the Mini Hubs by stimulating creativity, strengthening functionality, and promoting sustainability. It aims to empower ToTs and youth to apply their acquired skills in real-world innovation contexts—fostering entrepreneurship, collaboration, and access to green and decent work opportunities in the digital economy.

Specific Objectives

- Strengthen Mini Hub functionality and sustainability by engaging Refugee-Led Organization (RLO) ToTs in innovation-driven utilization of resources.
- Increase youth participation in demand-driven digital and vocational skills aligned with the WeWork – Green and Decent Jobs for Youth initiative.
- Demonstrate practical technology use in training and learning through innovation tasks, supported by start-up kits and market linkages.
- Create networking opportunities for youth innovators to collaborate, share ideas, and engage with entrepreneurs and industry experts.

3 Tasks to be carried out

The following will be the Key Tasks to be performed per Support package,

1. Conduct practical training in the following areas;

- Conduct training needs assessment.
- ICDL: International Computer Driving License (digital skills).
- Use of Virtual Reality.
- eLearning courses: Digital Entrepreneurship Academy.

2. Organize and facilitate innovation pitching events.

- Develop tools and selection criteria for innovation challenge.
- Mobilize the youth for the event.
- Organize and facilitate innovation pitching events.
- Compile and award the results of the innovation challenge

3. Procure and distribute following innovation start-up kits;

- Electronic repair tools
- Digital marketing devices and apps
- Solar accessories

4 Results to be achieved/ Deliverables

The following will be the Key deliverables for the 8 weeks training for all the above.

- i) Conduct practical training sessions for the 6 digital hubs for 15 days in ICDL: International Computer Driving License (digital skills), Use of Virtual Reality, eLearning courses: Digital Entrepreneurship Academy.
- ii) Organize and facilitate a 1-day innovation pitching event by developing tools and selection criteria for innovation challenge, mobilizing the youth for the event and compiling, awarding the results of the innovation challenge.
- iii) Procure and distribute innovation challenge kits for the winners, full set of the innovation kits.

5 Methodological approach

The assignment methodology shall be a one-off, with in-house practical training sessions and innovation pitching event in a central place to award a winner.

6. QUALITY MANAGEMENT

To ensure quality management, the consultant shall assign personnel or staff dedicated to deliver the above-mentioned deliverables of the project, monitor it, follow right procedures including financial and procurement procedures, coordinate with key stakeholders and provide necessary reports to Enabel at agreed upon timelines.

Enabel shall provide technical backstopping to the consultant through monitoring and supervision to ensure compliance and quality of the assignment.

7. PROJECT MANAGEMENT

Enabel will provide overall oversight of the assignment in terms of supervision, funding and technical support, the consultant will be responsible for the delivery of the assignment on the ground. The Contractor is also expected to coordinate and collaborate with the key stakeholders in the project region.

8. QUALIFICATIONS AND COMPETENCES OF EXPERTS AND SERVICE PROVIDERS

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

Specifically, the tenderer must demonstrate having access to, or the capability to deploy, the following:

LOT 1; Provision of Post Training Support to Formalize Businesses of 80 youth enterprises

S/N	Expert	Qualification
1.	Team Lead	Mandatory requirements - Bachelor's degree in any of the following courses) Business Administration, Business studies, Civil, social works and social Administration, Development studies Economics, social sciences, Engineering, Agriculture - At least 5 years demonstrated Experience in managing similar consultancies. Other requirements - Demonstrated experience and knowledge in TVET training and BDS development. - Experience and knowledge in Business and enterprise development for youth. - Experience in developing training content in the fields listed above. - Experience in financial and narrative report writing.

2.	Technical Trainer/Expert 02.	Mandatory requirements • Bachelor's degree in (Business Administration, Business studies, Civil, Social work and social administration, Development studies, Economics, social sciences, Agriculture) or any course related to the training content above. Experience demonstrated in facilitating training in BDS, Enterprise development, SME and private sector development, mentorship for at least 3 years. Other requirements • Experience in conducting capacity building training in the listed training packages • Knowledge of refugee programming. - Knowledge of TVET and Enterprise development for youth in refugee context. • Experience in report writing
3.	Enterprise Facilitators (05 Community based)	Mandatory requirements • Certificate in (Business Administration, Business studies, social work and social administration, Development studies, Economics, social sciences, Agriculture) or UCE certificate. • Experience demonstrated in facilitating community based BDS, enterprise development and mentorship training in similar assignments listed above is at least 1 year. Other requirements • Experience in conducting capacity building training in BDS and enterprise development • Experience in data collection - Must have a very good working knowledge of the following languages (Kakwa, Lugbara, Madi, Arabic)

LOT 2; Provision of consultancy services to facilitate and conduct Innovation Challenge for Trainers of Trainers (ToTs) in Mini Hubs

S/N	Expert	Qualification
1.	Team Lead-1	Mandatory requirements • Bachelor's degree in any of the following courses (ICT, Computer technology, Electricals, Computer science, Business Administration, Business studies, Civil, Social works and Social Administration, Development studies, Economics, Social sciences, Engineering, Agriculture) or course related to the Assignment.

		- At least 5 years demonstrated Experience in managing similar consultancies Other requirements - Demonstrated experience and knowledge in Digital innovation. - Experience and knowledge in Business and enterprise development for youth. - Experience in developing training content in the fields listed above. - Experience in financial and narrative report writing. - Must have implemented a similar assignment in any of the refugee camps - Extensive knowledge and ability of key entry points in the districts of the assignment
2.	2-Technical Trainers /Experts-2	Mandatory requirements - Bachelor's degree in (ICT, Computer technology, Electricals, Computer science) or any course related to the training content above. - Experience demonstrated in facilitating training in digital Innovation for at least 3 years. Other requirements - Experience in conducting capacity building training in the listed training packages above - Knowledge of refugee programming - Knowledge of TVET and Enterprise development for youth in refugee context. - Must have implemented a similar assignment in any of the refugee camps

NOTE: The tenderer may repeat experts across lots if they meet the requirements under each lot.

9. TECHNICAL AND MATERIAL RESOURCES.

LOT 1; Provision of post training support to formalize businesses of 80 youth enterprises

The **contractors** should have the following key resources to successfully implement the contract.

- Training manuals
- Soft copy of training manuals and materials.
- Equipment/Tools for training.

Enabel shall provide the following key resources to successfully implement the contract.

- List of the youth.
- List of key stakeholders.

LOT 2; Provision of consultancy services to facilitate and conduct innovation challenge for trainers of trainers (tots) in mini hubs

The **contractors** should have the following key resources to successfully implement the contract.

- Training manuals
- Soft copy of training manuals and materials.
- Equipment/Tools for training.

Enabel shall provide the following key resources to successfully implement the contract.

- List and contacts of the youth.
- List and access to the hubs.

ECONOMIC AND FINANCIAL CAPACITY

6 MINIMUM TURNOVER

- 6.1 The tenderer must submit a statement of the total turnover and the turnover of the business activity that is the subject of the contract, for the last three available financial years, depending on the date of establishment or the date on which the economic operator commenced his business activities, insofar as the relevant turnover figures are available.
- 6.2 The annual minimum turnover that economic operators must achieve in the domain to which the contract relates:

Lot	Description of the Lot	Minimum turnover
Lot 1	Provision of post training support for 80 Youth Enterprises	25,000 euro
Lot 2	Provision of Consultancy services for Innovation Challenge for Mini Hubs	10.000 euro
NOTE: if a tenderer submits for both lots, the turnover requirement is cumulative and bidding for both lots with a turnover lower than the cumulative requirements will lead to disqualification from all lots		

7. FINANCIAL SOLVENCY

- 6.3 The tenderer must provide evidence of financial solvency.
- 6.4 The financial solvency will be evaluated based on the approved Financial Statements for the last three years, deposited with the National Bank of Belgium.
- 6.5 For Belgian tenderers: Tenderers who have already deposited their approved Financial Statements with the National Bank of Belgium are not required to include them in their tender, as the contracting authority can access these documents via the federal authority's digital portal. However, tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years must include them in their tender submission. This obligation also applies to recently approved Financial Statements that have not yet been deposited due to the legal deposit deadline not having expired.
- 6.6 For Belgian tenderers: For individual undertakings, a document listing all assets and liabilities, prepared by an IEC/IAB accountant or a registered auditor, will suffice.

- (a) The document must be certified as accurate by the IEC/IAB accountant or registered auditor, as applicable.
- (b) The document must reflect the most recent financial conditions, dated no more than 6 months prior to the tender opening date.
- (c) If the enterprise has not yet published its Financial Statements, an interim balance, certified by the IEC/IAB accountant or registered auditor, will be accepted.

6.7 For foreign tenderers: Foreign tenderers must include:

- (a) Their approved Financial Statements for the last three financial years, or
- (b) A document listing all assets and liabilities of the enterprise.
- (c) If the enterprise has not yet published its Financial Statements, an interim balance certified by an accountant or registered auditor, or by the relevant authority in the country concerned, will suffice.

TECHNICAL AND PROFESSIONAL APTITUDE

8 TECHNICIANS AND TECHNICAL BODIES

For Lot 1; The Contractor must have access to, or be capable of deploying, sufficient technicians or technical bodies. Only those technicians or technical bodies that added value to the procurement, as specified in these tender specifications, will be considered during the evaluation.

Specifically, the tenderer must demonstrate having access to, or the capability to deploy, the following:

1 Team Lead

2 Technical Trainers/Experts.

5 Enterprise Facilitators (Community based)-

The tenderer must include an overview of the technicians or technical bodies involved in their tender submission, whether directly employed by the undertaking or not, with particular emphasis on those responsible for quality control.

For Lot 2; The Contractor will be responsible for selecting the individual technical trainers/experts for delivering the outputs of the specific activities of the contract. However, each individual technical trainer/expert will require all the skills and expertise, as specified below.

Specifically, the tenderer must demonstrate having access to, or the capability to deploy, the following:

1. Team Lead

2. Digital Experts-02

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

The tenderer shall ensure the availability of their enterprise's technical equipment, study, and research resources, and implement quality assurance measures. The tenderer must include with their submission a detailed description of the quality assurance measures they will implement, along with an outline of the study and research resources they will utilize.

Specifically, the tenderer must demonstrate having access to, or the capability to deploy the following:

N°	Minimum Requirement
1	The contractor should have the following resources to successfully implement. Training Manuals, soft copy training manuals and materials, Equipments/Tools for training
2	Enabel shall provide the following resources to successfully implement the contract; List of the Youth and key stakeholders, access to the hubs

11. REFERENCES FOR SIMILAR EXECUTED PROJECTS

The tenderer must provide references for similar contracts performed over the past three years.

The tenderer shall include in their submission a list of the main similar contracts completed in the last three years, specifying the amount, dates, and the recipients (whether public or private).

The tenderer must provide a minimum of **1** accepted reference

13. SUBCONTRACTING

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

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

The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority. Tender Specifications – Procurement reference number UGA22003-10478.

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

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

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 5 of chapter 8 Forms);
- (e) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);
- (f) All documents demanded in clause 15 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 13 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
- (h) The order of preference for the award of lots (see clause 2.3 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	

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	

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	

Financial Identification Form

BANKING DETAILS	
ACCOUNT NAME	
IBAN/ ACCOUNT NUMBER	
CURRENCYBIC/SWIFT CODE	
BANK NAME	

ADDRESS OF BANK BRANCH	
STREET & NUMBER	
TOWN/CITY	
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 AND	DATE (Obligatory)
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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 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.

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).

2.2. The following limitations are imposed:

N°	Limitations to subcontracting
1	The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties. The contractor remains, in any case, solely liable to the contracting authority. The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority.

3. TENDER FORM - PRICES - LOT 1

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

Item	Unit of measure	Number of days (the tenderer shall propose these according to the technical offer but should not exceed the maximum in the ToRs)	Unit price excl. VAT in Euro	Total price excl. VAT in Euro
Professional Fees Team Lead	Person days			
Professional Fees BDS Experts	Person days			
Professional Fees Enterprise Facilitators	Person days			
Other COSTS FOR CONSULTANT				
Car hire for field work (No. of trips made in total)	Trips			
Accommodation during field work (No. of nights spent in total)	Nights			
Total professional fees and other costs				

Please note that Fuel shall be reimbursed based on actual consumption at the rate of 7Km per litre. And upon submission of actual receipts and mileage travelled.

Training Materials to be provided by the contractor	UoM	Quantity	Unit price in Euro excl. VAT	Total price excl. VAT in Euro
Broiler Birds (day old)	Birds	1,000		
Feeds Starter (150kg bag pack)	bags	5		
Feed Grower (150kg bag pack)	bags	5		
Feeds Finisher (150kg bag pack)	bags	5		

Tomato Seeds Ansal F1, (1000seeds Pack)	Packet	2		
Bar Soap making Machine- Manually operated, suitable for small to medium-scale soap production, with a strong and durable stainless-steel or corrosion-resistant metal construction, fitted with interchangeable moulds for producing different soap bar sizes and shapes, adjustable bar weight and thickness, capacity of approximately 10–20 soap bars per pressing cycle, manual lever-operated pressing mechanism, easy to operate, necessary accessories, and supplied with an operation/user manual	Pc	1		
Video Camera - Medium-size video camera: compact and portable professional digital video camera suitable for field work, training, interviews and events, with a minimum full hd (1920 × 1080) video resolution, 10x or higher optical zoom, image stabilization, built-in microphone, external microphone input, lcd screen/viewfinder, hdmi and usb connectivity, sd/sdhc/sdxc memory card support, rechargeable battery with charger, tripod mounting capability, and supplied with a memory card, carrying bag and necessary accessories.	Pc	2		
Sewing Machines- Mechanical and manual (compatible with hand-crank or foot treadle, Straight stitch (forward and reverse), Heavy-duty solid cast iron/metal head and internal frame, Classic oscillating shuttle or horizontal/vertical drop-in bobbin depending on the exact vintage sub-model, Manual dial-type thread tension adjustment, Standard feed drop mechanism.	Pc	30		
Kitenge Wax Rolls- high-quality 100% cotton wax fabric with vibrant, color fast African prints, durable and suitable for tailoring, approximately 110–115 cm wide, supplied in neatly finished rolls of 6–12 yards.	Rolls	1		

Hand Dryer- - portable, freestanding electric hand dryer suitable for commercial/business use, with durable construction, powerful and efficient drying performance, easy operation, suitable for frequent daily use, and supplied with power cable and necessary accessories.	Pc	30		
Sampoo Bowl (featuring a contoured, ergonomic bowl, an adjustable stand, and an integrated drain system)	Pc	30		
Neutralizer Shampoo 10liters jerrican	Jerrican	1		
Hair Food 500g pack	Packs	1		
Hair Spray 500mls bottle	bottle	1		
Hair Relaxer 500g pack	Pack	1		
Normal Sampoo 10litres jerrican	jerrican	1		
Complete Set of toolboxes for Motorcycle repair with the following tools each (Half ring No. 24, 22, 14,17, 30, Ring No. 17 1Pc, Star2Pc, Ring No. 24-27, 20-22, 21-23, Double ring No. 10, Hammer Clap hammer iron handle 1pc, Flat 2pc, Cross Spanner three in one (8,10,12), Adjustable Spanner 1Pc, Pliers1Pc 150mm, 6inch, plastic handle, Box spanner No. 12, 13, 14, 15, 17, 22, 30, 32, Alleyn Keys 1set 12pcs, Toolbox Metalic size 50*25cmm*20cm deep, File Colt 1pc, Box spanner handle L -shape standard, Pressure Pump with pressure guage (Fitton), Tyre Leever Small size , Tyre Leever Medium size, Mending glue Patex pure not mixed 500mls)	Toolboxes	5		
Set of saucepans (set of 12 pcs 2liters to 13 litters capacity Aluminium brand)	Set	5		
Set of Plates- dinner plates- 12 pcs, melamine type, 30*30*2mm	Set	5		
Set of teacups- 12pcs, bone type, 300mm	Set	5		

Plastic Tables- unfolded: 48" l x 24" w x 29"-29.5" h Seating: comfortably seats 4 to 6 people, colours (white or grey or blue or green)	Pc	5		
Plastic Chairs- Armless, Height 880mm, front length back side of 470mm and base of 430mm, colours (white or grey or blue or green)	Pc	5		
UVITAB Assessment and Certification	Person	10		
Total price for the tool kits				
Total professional services and price of tool kits				
VAT percentage if applicable				

Signed by

On behalf of

Date and stamp

4. TENDER FORM - PRICES - LOT 2

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.

Item	Unit of measure	Number of days (the tenderer shall propose these according to the technical offer but should not exceed the maximum in the ToRs)	Unit price excl. VAT in Euro	Total price excl. VAT in Euro
Professional Fees Team Lead	Person days			
Professional Fees Digital ICT Experts	Person days			
Other COSTS FOR CONSULTANT				

Item	Unit of measure	Number of days (the tenderer shall propose these according to the technical offer but should not exceed the maximum in the ToRs)	Unit price excl. VAT in Euro	Total price excl. VAT in Euro
Car hire for field work (No. of trips made in total)	Trips			
Accommodation during field work (No. of nights spent in total)	Nights			
Total professional fees and other costs				

Please note that Fuel shall be reimbursed based on actual consumption at the rate of 7Km per litre. And upon submission of actual receipts and mileage travelled.

TRAINING MATERIALS to be provided by the contractor.	UNIT	QUANTITY	UNIT COST (EUROS)	TOTAL COST (EUROS)
Spiral Books (A4 144 pages, 148mm*210mm*58GSM of 12 books per dozen)	Dozens	5		
Box of ball Pens 50 pcs (Blue)	Boxes	5		
Flip Chart 50 Sheets white	Dozens	20		
Marker Pens (permanent marker B-8001, waterproof of 10 pcs in a box)	Boxes	25		
Sticky Notes pads (self-adhesive notes, 500 sheets, 3in * 3in (76*76mm))	Boxes	5		
White Board Movable (to be retained by the digital hubs after training)	Pcs	5		
Precision Screwdrivers (compact, lightweight hand tools designed with rotating end caps for delicate control when fastening micro-screws in electronics, glasses, and watches)	Pcs	50		
Heavy duty Wire Cutter (Hardened High Carbon Steel Blades, 60-62 HRC Hardness, Ergonomic Handles, Light Weight, Hard Wire Cutting Capacity: .020" – .080" / AWG 26-12 / 0.4-2mm)	Pcs	50		

Hand Wire Strippers (Wire Size ranges from 10 AWG to 26 AWG for manual types, or metric cross-sections from 0.2 mm ² to 6.0 mm ² (up to 10 mm ² for heavy-duty industrial or automatic variants), Blade Material-Form-ground, hardened, and tempered carbon or alloy steel for clean cuts without nicking the inner conductor, Stripping Mechanism- <i>Manual</i> : Fixed, precision-machined cutting notches corresponding to specific wire gauges, <i>Automatic / Self-Adjusting</i> : Spring-loaded jaws that automatically detect and adjust to the cable diameter, Handle Insulation: Ergonomic plastic, rubber, or dual-material grips; often rated up to 1000V for insulated electrical safety	Pcs	50		
Standard Soldering Iron (220V–240V AC, with a power rating of 60W and an adjustable temperature range of 200°C to 450°C)	Pcs	50		
Solder Wire (alloy composition, wire diameter, melting point, and flux core type, 4860–4865 Sn63/Pb37)	Rolls	50		
Multi meter (DC Voltage: Measures direct current voltage, commonly ranging from 0 mV up to 1,000 V with high input impedance (typically 10 MΩ), AC Voltage: Measures alternating current voltage, typically up to 750V or 1,000V. High-end meters feature True-RMS for accurate non-sinusoidal waveform readings, DC/AC Current: Measures current flow through leads, usually spanning from microamps (μA) up to 10 A, Resistance: Measures circuit resistance in ohms (Ω), commonly up to 40 MΩ or 50 MΩ.	Pcs	50		
Electrical Tape (7 mils (0.18 mm) thick, 3/4 inch (19 mm) wide, and 66 feet (20 meters) long, rated for up to 600 volts and 105°C (221°F))	Pcs	50		

Total price for the tool kits	
Total professional services and price of tool kits	
VAT percentage if applicable	

Signed by

On behalf of

Date and stamp

5. 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:			

6. INTEGRITY STATEMENT FOR THE TENDERERS

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

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

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

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

Place, date

Economic and financial capacity Form Tender Specifications – Procurement reference number UGA22003-10452

7. FINANCIAL STATEMENT

The tenderer must complete the following table of financial data based on his/her annual accounts. Financial data	Year- 2 € or NC	Year- 1 € or NC	Last year € or NC	Average € or NC
Annual turnover, excluding this public contract.				

8. Technical and professional capacity form

List of main similar assignments Description of the main similar assignments totally performed	In Uganda (min. 1)	Amount involved	Completion date in the last 3 years (only totally performed assignments)	Name of the public or private
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.				