



Tender documents Enabel in Uganda
UGA392 of 14/10/2019

Public services contract for the “Provision of consultancy services for the collection and documentation of environmentally friendly practices in Karamoja, northern Uganda and Albertine Rwenzori”

Country: Uganda

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1 General point

1.1 Deviations from the General Implementing Rules

Point 4 “Specific contractual provisions” of these tender documents includes the administrative and contractual terms that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ (Royal Decree of 14 January 2013) or as a complement or an elaboration thereof.

These tender documents do not derogate from the General Implementing Rules.

1.2 Contracting authority

The contracting authority of this public contract is Enabel, Belgian development agency, further called “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).

Enabel, supports the developing countries in the fight against poverty on behalf of the Belgian government. In addition to this public service mission, Enabel also performs services for other national and international organisations contributing to sustainable human development. Moreover, Enabel can also perform other development cooperation missions at the request of public interest organisations, and it can develop its own activities to contribute towards realization of its objectives.

For this public contract, Enabel is represented by Ms. Christelle Jocquet, Resident Representative of Enabel in Uganda.

1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation¹, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company² as well as the Belgian Law of 23 November 2017³ changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

The following developments are also a leitmotiv in Enabel operations: We mention as main examples:

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones;
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003⁴, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation⁵ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on

¹ Belgian Official Gazette of 26 march 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008.

⁵ <http://www.ilo.org/ilolex/english/convdisp1.htm>.

Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

1.4 Rules governing the public contract

This public contract shall be governed by the Belgian law, among others:

- The Law of 17 June 2016 on public procurement⁶;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts⁷;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector⁸;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts⁹;
- Circulars of the Prime Minister with regards to public contracts⁶.

1.5 Definitions

The following definitions shall be used for the purposes of this contract:

- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Uganda;
- Contract manager: The official or any other person who manages and controls the performance of the contract;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority;
- Days: In the absence of any indication in this regard in the tender documents and the applicable regulations, all days should be interpreted as calendar days;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- Litigation: Court action;

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

- Option: an accessory element which is not strictly necessary to the performance of the contract but which has been introduced on demand of the contracting authority or on the initiative of the tenderer;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that he/she has submitted;
- Tenderer: The economic operator that submits a tender;
- Tender documents: This document and its annexes and the documents it refers to;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer.

1.6 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this contract and will only divulge such information to third parties after receiving the prior written consent of the other party.

They will disseminate this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they will comply therewith.

1.7 Deontological obligations

Any failure to conform with one or more of the deontological terms may lead to the exclusion of the candidate, the tenderer or the contractor from other public contracts concluded with Enabel.

For the duration of the contract, the contractor and its staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, the clarification, evaluation of tenders and applicants comparison procedures will lead to the rejection of the application or the tender.

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

Any tender will be rejected and any (public) contract will be cancelled once it appears that the contract awarding or its performance was related to the transfer of 'extraordinary commercial expenditure'. Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due form referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal paradise, any commission transferred to a beneficiary that is not clearly identified or to a company that obviously merely serves as a façade.

The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on the site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his/her contract cancelled or to be permanently excluded.

1.8 Applicable law and competent court

The public contract must be performed and interpreted according to Belgian law. The parties commit to sincerely perform their engagements to ensure the good performance of this contract. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter. See also point 4.16 "Litigation (Art. 73)".

2 Object and scope of the contract

2.1 Type of contract

Public contract for services.

2.2 Object and scope of the contract

This public services contract consists of “Provision of consultancy services for the collection and documentation of environmentally friendly practices in Karamoja, northern Uganda and Albertine Rwenzori”, in conformity with the conditions of these tender documents.

2.3 Lots

This contract is a contract with one lot.

2.4 Items

The contract consists of the items mentioned under point 5 “Terms of reference”. These items are grouped and form one single contract. The tenderer must submit prices for all items of the contract.

2.5 Duration

The contract starts upon award notification and expires at the final acceptance (see point 4.12.2 “Implementation period (Art. 147)”).

2.6 Variants

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

2.7 Quantities

Fixed tranche:

The public contract’s minimum quantities for the fixed tranche are mentioned under point 6.10 “Financial offer & tender form” and point 5 “Terms of reference”. Without prejudice to the possibility for the contracting authority to terminate the contract if the services performed do not meet the requirements imposed or if they are not performed by the deadlines asked, by concluding this contract the contractor acquires the right to perform these quantities.

Conditional tranche:

In as far the threshold of this procedure is not exceeded and in function of the evolution of the needs the contracting authority (SSU projects) reserves the right to extend the public contract to similar services during a 1-year period starting from final acceptance of the fixed tranche (cf. Article 57 of the Law of 17 June 2016).

Such commitment will be made by word order. The contracting authority does not commit in any way as to quantities that could actually be ordered through this contract for the conditional tranche. In case the contract is extended to similar orders, the unit prices mentioned in the contract apply. See also point 4.12 “Performance modalities (Art. 146 and seq.)” and point 5 “Terms of reference”.

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 42, § 1, 1^o a) of the Law of 17 June 2016 pursuant to a negotiated procedure without publication.

3.2 Publication

These tender documents are published on the Enabel website (www.enabel.be).

3.3 Information

The awarding of this contract is coordinated by Enabel in Uganda procurement unit. Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract will exclusively pass through this service / this person. (Possible) tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

At the latest 12 calendar days before the final date for receipt of tenders, tenderers may ask questions about the tender documents and the contract in accordance with Art. 64 of the Law of 17 June 2016. Questions shall be addressed in writing to:

Ms. Eva Matovu
National procurement officer Enabel in Uganda
eva.matovu@enabel.be

They shall be answered in the order received. The complete overview of questions asked shall be available as of at the latest 10 calendar days before the final date for receipt of tenders at the address mentioned above. Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

The tenderer is supposed to submit his/her tender after reading and taking into account any corrections made to the contract notice or the tender documents that are published and/or that are sent to him/her by individual registered letter or by electronic mail.

To do so, when tenderers have downloaded the tender documents, they are requested to contact the above-mentioned persons, to provide him/her with their contact details and to be informed of possible changes or additional information. Tenderers who have downloaded the tender documents are also advised to consult Enabel website (www.enabel.be).

The tenderer is required to report immediately any gap, error or omission in the tender documents that precludes him/her from establishing his/her price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

The tender of the tenderer will consist of the physically separate sections mentioned below (see point 6 “Forms”):

- The identification form;
- The power of attorney;
- The integrity statement for the tenderers;
- The access right and qualitative selection documents;

- The financial offer & tender form;
- The technical offer.

The tenderer is strongly advised to use the tender forms in annexe (see point 6 “Forms”). When not using this form, he/she is fully responsible for the perfect concordance between the documents he/she has used and the form. The tender and the annexes to the tender form are drawn up in in English (or French or Dutch).

By submitting a tender, the tenderer automatically renounces to his/her own general or specific sales conditions.

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

3.4.2 Price determination

All prices shall be given in EUR (euros) and rounded off to two figures after the decimal point. Prices given are exclusive of VAT.

This contract is a lump-sum price contract, i.e. the global price is an all-in price which covers all the works/supplies/services concerned by the contract. The all-in price will, if necessary, be calculated on the basis of a breakdown of the lump-sum price. In the latter case, an all-in price will be given for each separate item in the itemised breakdown. The total price will be calculated by adding together the various all-in prices for all such items.

According to Art. 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit involving any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

3.4.3 Elements included in the price

Except for VAT, the lump-sum price includes include all costs, taxes, duties and contributions of any kind, and namely:

Fees, the per diems, accommodation costs, international travel costs, insurance costs, security costs, visa costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and costs for any possible intellectual property rights.

In case the contract is extended, the unit prices mentioned in the contract apply.

This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda.

3.4.4 Period of validity

Tenderers will be bound by their tenders for a period of 90 calendar days from the deadline for the submission of tenders.

3.5 Submission of tenders

The tender will be drawn up in **3 copies**, one of which will mention “**original**” and two of which will mention “**copy**”. **The “original” and one “copy” must be submitted on paper (hard copy)**. The second “copy” may be submitted in one or more PDF files on a CD-ROM / USB stick. Without prejudice to any variants, each tenderer may only submit one tender per contract.

The tender and all accompanying documents have to be numbered and signed (**original hand-written signature**) 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. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The signed and dated original and “copies” will be sent in a sealed enveloped mentioning: “**TENDER**”, the tender documents number (**UGA392**) and the Navision code (**UGA160321T, UGA160331T, UGA142711**).

The tender must be received **before Monday 4th November, 2019 at 4.00 PM**. It must be sent to:

**Ms. Eva Matovu
Enabel in Uganda
Lower Kololo Terrace, Plot 1b
Kampala, Uganda**

a) Either by mail (standard mail or registered mail): In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time-limit for receipt.

b) or hand delivered directly to the contracting authority against a signed and dated receipt: In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

Offices can be reached on working days during office hours: from 8:30 AM to 04:30 PM. All times are in the time zone of the country of the Contracting Authority (Ugandan time).

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted.

3.6 Amending or withdrawing tenders

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative. The object and the scope of the changes must be described in detail. Any withdrawal shall be unconditional.

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

3.7 Opening of tenders

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point 3.5 “Submission of tenders”. The tenders shall be opened behind closed doors without the tenderers.

3.8 Evaluation of tenders

The tenderers' attention is drawn to Art. 52 of the Law of 17 June 2016 (Prior participation of tenderers) and Art. 51 of the Royal Decree of 18 April 2017 (Conflicts of Interest - Tourniquet).

Any infringement of these measures which may be likely to distort the normal conditions of competition is punishable in accordance with the provisions of Art. 5 of the Law of 17 June 2016 on public procurement. In practice, this penalty consists, as the case may be, either of rejecting the offer or of terminating the contract.

3.8.1 Access rights and selection criteria

Access rights

By submitting this tender, the tenderer certifies that he/she is not in any of the cases of exclusion listed in point 6.3 "Declaration on access rights and exclusion criteria".

The tenderer will provide the required supporting document(s) with regard to the exclusion criteria mentioned under point 6 "Forms" to the contracting authority at the latest upon contract awarding.

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the actions taken by him/her are sufficient to demonstrate his/her reliability despite the existence of a relevant ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

The contracting authority may also check whether there are grounds for exclusion for subcontractor(s) within the meaning of Articles 67 to 69 of the Law of Law of 17 June 2016.

Selection criteria

Before the contracting authority can start investigating the regularity of the tenders and evaluating them on the basis of the award criterion/criteria, tenderers that do not meet certain minimum quality conditions shall be excluded from the procedure and their tender shall not be evaluated.

In view of the qualitative selection of tenderers and in conformity with Art. 65 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his/her tender documents a selection file with the information requested in point 6 "Forms" with regards to his/her technical capacity.

A tenderer may, if necessary and for a specific contract, submit the capacities of other entities, whatever the legal nature of the relations existing between him/herself and these entities. In that case, he/she must prove to the contracting authority that, for the performance of the contract, he/she shall have the necessary resources by presenting the commitment of these entities to make such resources available to the service provider. Under the same conditions, a group of candidates or of tenderers can submit the capacities of the group's participants or those of other entities.

3.8.2 Regularity of tenders

Before proceeding to the evaluation and the comparison of the tenders, the contracting authority examines their regularity.

Tenders that have reservations about the tender documents, that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

3.8.3 Negotiations

The formally and materially regular tenders shall be evaluated as to content by an evaluation committee. This evaluation shall be conducted on the basis of the award criteria mentioned below.

The contracting authority may decide to conduct negotiations with the most advantageous tenderers. After these negotiations, the tenderers can submit a best and final offer.

The tenderer whose tender is regular and the most advantageous on the basis of the award criteria mentioned below shall be designated the successful tenderer for this contract.

3.8.4 Award criteria

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

- Methodology: 40 %;

The tenderer proposes a methodology (understanding of ToR, strategy and work plan & timetable of activities) based on the instructions given in the Terms of Reference. They are subject to evaluation according to the following sub-criteria:

1.	Understanding of ToR	10 points
2.	Strategy	20 points
3.	Work plan & timetable of activities	10 points

- Qualification and experience of key experts proposed: 30 %;

The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in point 5 “Terms of Reference” and they are subject to evaluation.

1.	International (Team leader)	15 points
2.	National Consultant	15 points

Only tenders with average scores of at least 50 points out of 70 points qualify for the financial evaluation.

- Price: 30 %;

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$$

3.8.5 Awarding the public contract

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender on the basis of the criteria mentioned above. We need to point out though, that in conformity with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

The contracting authority can either renounce to award the contract, either redo the procedure, if necessary, through another awarding procedure.

3.9 Concluding the contract

Pursuant to Art.95 of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderer of the approval of his/her tender. Notification is by registered letter, by fax or by any other electronic means in as far, in the latter two cases, the content of the notification be confirmed within five calendar days by registered letter.

So, the full contract agreement consists of a public contract awarded by Enabel to the chosen tenderer in accordance with the following documents, in the order of precedence:

- the notification of the award decision,
- these tender documents and the annexes,
- if any, minutes of the information session and/or clarifications and/or the addendum,
- the tender and all its annexes,
- any later documents that are accepted and signed by both parties.

4 Specific contractual provisions

This chapter contains the specific contractual provisions that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ of the Royal Decree of 14 January 2013, or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the General Implementing Rules articles. Unless indicated, the relevant provisions of the General Implementing Rules shall apply in full.

These tender documents do not derogate from the General Implementing.

4.1 Definitions (Art. 2)

- Contract manager: The official or any other person who manages and controls the performance of the contract;
- Performance bond: Financial guarantee given by the successful tenderer to cover its obligations until final and good performance of the contract;
- Acceptance: Observation by the contracting authority that the performance of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the contract;
- Progress payment: Payment of an instalment under the contract after service delivery is accepted;
- Advance: Payment of part of the contract before service delivery is accepted;
- Amendment: Agreement established between the contracting parties during contract performance in view of changing documents applicable to the contract.

4.2 Correspondence with the service provider (Art. 10)

Notifications by the contracting authority are addressed to the domicile or to the registered office mentioned in the tender. The contracting authority allows the use of electronic means for the purpose of notification. Whether electronic means are used or not, when communicating, sharing and storing information, data must be kept complete and confidential.

4.3 Contract manager (Art. 11)

The contract manager is Ms. Agnes Ammeux, International TVET Expert, Enabel in Uganda, agnes.ammeux@enabel.be, Legacy Towers, Kyadondo road, 1st Floor, Kampala, Uganda.

Once the contract is concluded, the contract manager is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the contract shall be addressed to him/her, unless explicitly mentioned otherwise in these tender documents (see namely, "Payment" below).

The contract manager is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services and signing acceptance and failure report(s).

However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the competence of the contract manager. For such decisions the contracting authority is represented as stipulated under point 1.2 “Contracting authority”.

Under no circumstances is the contract manager allowed to modify the terms and conditions (e.g., performance deadline, etc.) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the tender documents and that has not been notified by the contracting authority, shall be considered null and void.

4.4 Subcontractors (Art. 12-15)

The fact that the contractor entrusts all or part of his/her commitments to subcontractors does not release him/her of his/her responsibility towards the contracting authority. The latter does not recognize any contractual relation with these third parties.

The contractor remains, in any case, the only person liable towards the contracting authority. The contractor commits to having the 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 contract. Any replacements must be approved by the contracting authority.

4.5 Confidentiality (Art. 18)

The contractor and his/her employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this contract. This information cannot under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, give this contract as a reference, provided that it indicates its status correctly (e.g. 'in performance') and that the contracting authority has not withdrawn this consent due to poor contract performance.

4.6 Intellectual property (Art. 19-23)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract.

4.7 Performance bond (Art. 25-33)

For this public contract, no performance bond is required.

4.8 Conformity of performance (Art. 34)

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

4.9 Unforeseen circumstances (Art. 38/9)

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.10 Preliminary technical acceptance (Art. 41-42)

The contracting authority reserves the right to demand an activity report at any time of the mission to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and problems solved, deviation from the planning and deviations from the ToR...).

4.11 Means of action of the contracting authority (Art. 44-51 and 154-155)

Failure of the contractor is not only related to services themselves but also to the whole of his/her obligations.

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

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

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

4.11.1 Failure of performance (Art. 44)

The contractor is considered to be in failure of performance of the contract:

- When services are not performed in accordance with the conditions defined by the contract documents;
- At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;
- When the contractor does not follow written orders, which are given in due form by the contracting authority.

Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, shall be recorded in a 'failure report', a copy of which shall be sent immediately to the successful tenderer by registered letter or equivalent.

The contractor shall repair the deficiencies without any delay. He/she can assert his/her right of defence by registered letter addressed to the contracting authority within fifteen calendar days from the date of dispatch of the 'failure report'. His/her silence is considered, after this period, as an acknowledgement of the facts recorded.

Any deficiencies found on his/her part render the contractor liable for one or more of the measures provided for in Art. 45 to 49 and 154 and 155.

4.11.2 Fines for delay (Art. 46-154)

Fines for delay are not related to penalties provided under Art. 45. They shall be due, without the need for notice, simply by the expiry of the implementation period without the issuing of a report, and they shall be automatically applied for the total number of days of delay.

Notwithstanding the application of fines for delay, the contractor shall continue to guarantee the contracting authority against any claims for compensation for which it may be liable to third parties due to the delay in performance of the contract.

4.11.3 Measures as of right (Art. 47-155)

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his/her right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§ 2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire 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 of the contract;

2° Performance under own management of all or part of the non-performed contract;

3° 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 referred to in 1°, 2° and 3° shall be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract shall be borne by the new successful tenderer.

4.12 Performance modalities (Art. 146 and seq.)

4.12.1 Partial orders

If, for all or part of the services to be provided, the contract documents provide for one or more partial orders, performance under the contract shall be dependent upon notification of each of these orders.

4.12.2 Implementation period (Art. 147)

For the fixed tranche, the services must be performed between November 2019 to March 2020

For the conditional tranche, the contracting authority reserves the right to extend the public contract to similar services during a 1-year period starting from final acceptance of the fixed tranche.

Each service shall be performed within a period which the contracting authority shall mention in his order. This period starts as from the day following the date on which the service provider received the order form.

4.12.3 Place where the services shall be performed (Art. 149)

The services shall be performed at the address mentioned in the terms of references.

4.12.4 Evaluation of the services performed

If during contract performance irregularities are found, the contractor shall be notified about this immediately by fax or e-mail, which shall be confirmed consequently. The contractor is bound to perform the non-complying services again.

When the services have been performed, the quality and conformity of the services shall be evaluated. A report of this evaluation shall be drawn up. The original copy of this report will

be sent to the contractor. Any services that have not been performed correctly or in conformity shall be started again.

4.12.5 Liability of the service provider (Art. 152-153)

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider shall guarantee the contracting authority against any claims for compensation for which he/she is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.13 General payment modalities (Art. 66-72 and 160)

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.14.1 “Acceptance of the services performed”), and provided that the contracting authority possesses, at the same time, the duly established invoice.

The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address:

Mr. Sammy Auwerx
Project Finance and Contracting Coordinator
SSU project (Enabel)
Legacy Towers, Kyadondo road, 1st Floor
Kampala, Uganda

The invoice will mention:

- **“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)”;**
- the name of the contract: **“Provision of consultancy services for the collection and documentation of environmentally friendly practices in Karamoja, northern Uganda and Albertine Rwenzori”;**
- the reference of the tender documents: **“UGA392”;**
- the Navision code; **“UGA160321T, UGA160331T, UGA142711”;**
- the name of the contract manager: **Ms. Agnes Ammeux”;**

The invoice shall be in euros.

No advance payments may be requested and payment will be made only after performance and acceptance. Payment will be by bank transfer only.

Payment shall be made in instalments (progress payment) as follows:

N°	After approval of:	% payment
1.	The inception report	20%
2.	The final report (final acceptance)	80%

4.14 End of the contract (Art. 64-65, 150 and 156-157)

A representative of the contracting authority shall closely follow up the contract during performance (see point 4.3 “Contract manager (Art. 11)”).

4.14.1 Acceptance of the services performed

The services shall be only accepted after fulfilling requirements and after technical acceptance(s).

Provisional / final acceptance(s) shall be provided upon completion of performance of the services as mentioned in the Terms of Reference (see also point 4.13 “General payment modalities (Art. 66-72 and 160)”).

Upon expiration of the thirty-day period following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report shall be drawn up.

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

4.15 Modifications to the contract (Art. 37-38 and 151)

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

- 1° the scope of the contract remains unaltered;
- 2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

4.16 Litigation (Art. 73)

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

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

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

Enabel, Public-law Company with social purposes
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Ms. Inge Janssens
Rue Haute 147, 1000 Brussels, Belgium.

5 Terms of reference

1.0 Introduction

Enabel Uganda is supporting the Ministry of Education and Sports (MoES) to implement the BTVET Strategic Plan – also referred to as Skilling Uganda Strategy under a 5 years-project - Support to Skilling Uganda (SSU). Its overall objective is increased employability of youth through better quality of instruction and technical/vocational skills development. The specific objective is enhanced quality of skills development that are responsive to labour market needs.

2.0 Background

The Support to Skilling Uganda intervention pilots a Skills Development Fund (SDF) in the regions of Rwenzori/Albertine, Karamoja and Northern Uganda. The interventions are funded by Belgium (Rwenzori and Albertine) the European Union (Northern Uganda) and Irish Aid (Karamoja) and are implemented through the Belgian Development Agency (Enabel) Uganda.

In Northern Uganda, the European Union Trust Fund (EUTF) project aims to foster stability in the region and to contribute to better migration management. More specifically, it aims to address the root causes of instability, forced displacement and irregular migration, by promoting equal economic equal opportunities, security and development.

In Karamoja, the Irish Aid funded project aims at supporting relevant and quality skills development for Karamojong youth, women and girls. In line with addressing this objective, the intervention contributes to improved skills development opportunities for the students in two vocational training institutions (St. Daniel Comboni Polytechnic Naoi and Nakapiripirit Technical Institute).

In the Rwenzori/Albertine region, the GoU received a grant from Kingdom of Belgium to support the implementation of the skilling Uganda Strategy. The project will support the implementation of some of the key reforms of the national BTVET strategy, both on national/central level, and on the local level, in 4 districts in Western Uganda (Kasese, Fort Portal, Hoima and Masindi). This activity is part of a broader national plan to consolidate, expand and rehabilitate BTVET institutions countrywide as a strategy to promote skills training for development for eradication of poverty. The Beneficiary institutions are: St. Joseph's Vocational Training Institute Virika, Fort Portal, Kasese Youth Polytechnic, Uganda Technical College Kyema, Masindi, St. Simon Peter's Vocational Training Centre, Hoima and Millenium Business School, Hoima.

It is in this context that Enabel is looking for consultancy services to collect and document good practices in Karamoja, Northern Uganda and Albertine Rwenzori, developed by private sector initiatives, NGOs, development agencies and others.

2.1 Objective(s) of the assignment

The specific objective of the assignment is to collect and document environmentally-friendly solutions to harmful practices in the economy, and green emerging economic activities in Karamoja, Northern Uganda and Albertine and Rwenzori, developed by private sector initiatives, NGOs, development agencies and others.

The objective is to assess the opportunity to upscale these practices based on economic logics (market needs, volumes, profitability, ...) and socio-environmental logics.

3.0 Consultant's scope of work

The Consultant shall carry out the following main tasks;

3.1 Collect and document good practices in Karamoja, Northern Uganda and Albertine and Rwenzori, developed by private sector initiatives, NGOs, development agencies and others on environment-friendly solutions to harmful practices in the economy, and green emerging economic activities, in the following sectors:

1. Construction
2. Agriculture
3. Tourism
4. Energy and fuel for household needs
5. Waste management
6. Education

3.2 Assess up-scaling possibilities of these practices based on economic logics (market needs, volumes, profitability, ...) and socio-environmental logics

3.3 Identify implementing partners and companies to roll out these practices (technological ability, scale, ...)

3.4 Identify necessary incentives and provide strategies to develop and source these incentives (subsidies, technological support, access to technology, ...) to private and not for profit actors.

3.5 Conditional tranche: Additional services might be requested to the consultant, related to but not limited to study and research in green skills and the green economy and facilitating a group of stakeholders in green skills.

4.0 Consultancy team composition

The consultancy team shall be composed of the following members;

International consultant / Team Leader

- 6 Qualifications; MSC economy or environmental economist
- 7 Experience: 10 years of experience, at least 5 years (or 5 missions) in relevant field of research or analysis

National consultant,

- 8 Qualifications; MSC economy, green economy, ecology
- 9 Experience: at least 5 years of relevant experience

5.0 Methodology

The exact methodology will be the responsibility of the Consultant/ Team Leader. However, in designing and managing the activities, it will be important that the service provider integrates the following points in designing a methodology;

- 10 Develop a Template (2 pagers per good practice) for collection and documenting the practices,
- 11 Collect and document good practices through online research and online surveys, and through reaching out to different existing working groups in Uganda (national level and regional level)

- 12 Undertake field missions (limited to 4 days per region) to each of the 3 regions after online research and surveys (field missions to be undertaken by the local consultant, with distant support from the team leader)
- 13 Present the findings to the SSU team with a live presentation.

6.0 Project deliverables

The key deliverables for this assignment include;

1. Inception report
2. Draft report on online research and surveys (survey template to be validated by SSU)
3. Draft report of all collected and documented practices after field mission
4. Draft final report covering all 4 outputs
5. Final report
6. Report covering additional services

7.0 Timelines for project activities (In Man-Days)

S/N	Item	International consultant	National consultant
3.1	Collect and document good practices in Karamoja, Northern Uganda and Albertine Rwenzori, developed by private sector initiatives, NGOs, development agencies and others on environment-friendly solutions to harmful practices in the economy, and green emerging economic activities	8	18
3.2	Assess up scaling possibilities of these practices based on economic logics (market needs, volumes, profitability, ...) and socio-environmental logics	12	10
3.3	Identify implementing partners and companies to roll out these practices (technological ability, scale, ...)		
3.4	Identify necessary incentives and provide strategies to develop and source these incentives (subsidies, technological support, access to technology, ...) to private and not for profit actors.		
	Total of man days	20	28

8.0 Timelines for project deliverables (In calendar-days)

The assignment should be conducted from November 2019 to March 2020. The final report should be submitted in February, while the report will be reviewed in March.

Additional services through the conditional tranche can be requested for a period of one year from the signing of the contract.

S/N	ITEM	DUE
4.1	Inception report	10 days after contracting

4.2	Draft report 1 on online research and surveys	20 days after inception report
4.3	Draft report 2 of all collected and documented practices	20 days after draft report*
4.4	Draft final report covering all 4 outputs	10 days after draft reports*
4.5	Final report	Within 5 days
*Excluding the festive season. Please note that Enabel in Uganda office will be closed from 21 st December to 2 nd January		

6 Forms

6.1 Identification form

Name and first name of the tenderer or name of the company and legal form	
Nationality of the tenderer and of staff (if different)	
Domicile / Registered office	
Telephone number	
National Social Security Office registration number	
Company number	
Represented by the undersigned (Surname, first name and function)	
Contact person (telephone number, e-mail address)	
If different: Project manager (telephone number, e-mail address)	
Account number for payments Financial institution Under the name of	

Done in, on

Signature:

Name:

.....

6.2 Integrity statement for the tenderers

By submitting this tender, the tenderer declares on honour the following (cf. Art. 52 and seq. of the Law of 17 June 2016):

- Neither members of administration or staff members, or any person or legal person the tenderer has concluded an agreement with in view of performing the 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 firms, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- He has read and understood the articles about deontology and anti-corruption included in the tender documents and declares going along completely and respecting these articles.

He is also aware of the fact that the personnel of Enabel are tied to the provisions of an ethical code, which states that: “In order to ensure the impartiality of personnel, they are not allowed to solicit, demand or receive gifts, bonuses or any other kind of benefits for themselves or third parties, whether in exercising their function or not, when said gifts, bonuses or benefits are linked to that exercising. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered”.

If above-mentioned contract is awarded to the tenderer, he/she declares, 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 contract, it is strictly forbidden to the contractor of the contract (i.e. members of 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 contract, regardless of their hierarchical position.
- Any (public procurement) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to conform with one or more of the deontological terms may lead to the exclusion of the contractor from this contract and from other contracts for Enabel.
- The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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.

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

6.3 Declaration on access rights and exclusion criteria

By submitting this tender, the tenderer declares on honour the following (cf. Art. 67-70 of the Law of 17 June 2016 and 61-64 of the Royal Decree of 18 April 2017):

He has not been found guilty by a judgement which has the force of res judicata of a crime that blemishes his/her professional integrity:

1° **Participation in a criminal organisation** as defined in Art. 324bis of the Criminal Code or in Art. 2 of Council Framework Decision 2008/841/JAI of 24 October 2008 on the fight against crime;

2° **Corruption**, as defined by Art. 246 and 250 of the Criminal Code or Art. 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of the Member States of the European Union or Art. 2.1 of the Council Framework Decision 2003/568/JAI of 22 July 2003 on the fight against corruption in the private sector;

3° **Fraud** within the meaning of Art. 1 of the Convention on the protection of the European Communities' financial interests, approved by the Law of 17 February 2002;

4° **Terrorist offenses** or offenses related to terrorist activities, as defined in Art. 137 of the Criminal Code, Art. 1 or 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on the fight against terrorism, or inciting, aiding or abetting an offence as referred to in Art. 4 of that Framework Decision;

5° **Money laundering or terrorist financing** as defined in Art. 5 of the Act of 11 January 1993 on preventing use of the financial system for purposes of money laundering and terrorist financing, or in Art. 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing;

6° **Child labour and other forms of trafficking in human beings** as defined in Art. 433quinquies of the Criminal Code or Art. 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA;

7° **Occupation of third-country nationals who are unlawfully staying** within the meaning of Art. 35/7 of the Act of 12 April 1965 on the protection of workers' remuneration or within the meaning of the Act of 30 April 1999 on the occupation of Foreign Workers

He has paid his/her **social security contributions** in accordance with Belgian legislation or the legislation of the country where he/she has his/her registered office (cf. Art. 62 of the Royal Decree of 18 April 2017);

He is in order with his/her obligation pertaining to the **payment of his taxes** in accordance with Belgian legislation or the legislation of the country where he/she has his/her registered office (cf. Art. 63 of the Royal Decree of 18 April 2017);

Non-compliance with the above-mentioned conventions shall be considered a serious mistake in professional duties within the meaning of the Law of 17 June 2016. In witness whereof he/she has established this declaration on honour which he/she declares true and sincere for all legal intents and purposes.

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

6.4 Power of attorney

The tenderer shall include in his/her tender the **power of attorney empowering the person signing the tender** on behalf of the company, joint venture or consortium.

In case of a **joint venture**, the joint tender must specify the role of each member of the tendering party. A group leader must be designated and the power of attorney must be completed accordingly.

6.5 Certification of registration and / or legal status

The tenderer shall include in his/her tender copies of the most recent documents¹⁰ showing the **legal status** and **place of registration** of the tenderer's headquarters (certificate of incorporation or registration...).

6.6 Certification of clearance with regards to the payments of social security contributions

At the latest before award, the tenderer must provide a **recent certification**¹⁰ from the competent authority stating that he/she is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment. The tenderer registered in Belgium must be in order for the **2st trimester of 2019**.

6.7 Certification of clearance with regards to the payments of applicable taxes

At the latest before award, the tenderer must provide a **recent certification**¹⁰ (up to 1 year) from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

¹⁰ In case of a joint venture, the certificate must be submitted for all members of the tendering party.

6.8 List of the main similar services

For each lot, the tenderer must provide in his/her offer the list of the **main similar consultancy services (min. 3) in the last five years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those services:

Description of the main similar services performed	Amount involved	Relevant dates in the last 5 years	Name of the public or private bodies

6.9 Certificates of completion

For each of the projects listed, the tenderer must provide in his/her offer the certificates of completion (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.

6.10 Financial offer & tender form

Do NOT change the “Financial offer & tender form”. Reservations are not permitted. Tenderers must under penalty of substantial irregularity, give prices in euros and exclusive of VAT.

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his/her own (sales) conditions. He/she commits to executing this public contract for the following lump-sum in EUR and exclusive of VAT (written in figures):

	Unit	Unit price*	Quantity	Total exc. VAT*
International consultant (Team leader)				
Mission	Man-day	€		€
Work at home	Man-day	€		€
International travel costs		€		€
Other costs		€		€
National consultant				
Mission	Man-day	€		€
Work at home	Man-day	€		€
Other costs		€		€
VAT percentage (if applicable)			Global price (excl. VAT)	€

* International travel days are not reimbursed by Enabel. In case the contract is extended, the prices mentioned in the contract apply. Cf. points 3.4.2 “Price determination”, 3.4.3 “Elements included in the price” and 4.13 “General payment modalities (Art. 66-72 and 160)”.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.11 Methodology

The tenderer must propose in his/her offer a methodology (understanding of ToR, strategy, timetable of activities and statement of availability) based on the instructions given in the Terms of Reference.

1. **Understanding of ToR:** Any comments on the ToR for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Previous lessons learnt especially in execution of similar services in the region. Opinion on the key issues related to the achievement of the contract objectives and expected results. An explanation of the risks and assumptions affecting the execution of the contract.
2. **Strategy:** An outline of the approach proposed for contract implementation, a list of the proposed tasks you consider necessary to achieve the contract objectives, inputs and outputs.
3. **Work plan & timetable of activities:** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the contracting authority and taking into account travel time). The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference. The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.

Please note that the “understanding of ToR” and “strategy” of the methodology should not exceed 10 pages. Do not repeat/copy the ToR.

6.12 Key experts

For each lot, the tenderer must complete the **table hereunder**. He/she must provide in his/her offer the **CV's of the key experts proposed** for implementing this services contract. The consultancy team will be comprised of 2 key experts (International consultant (team leader) and the National consultant). The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs. Each CV should be no longer than 3 pages.

Name of expert	Proposed position	Years of relevant experience	Educational background	Specialist areas of knowledge
	International consultant (team leader)			
	National consultant			

6.13 Availability of key experts

By submitting this tender, the tenderer explicitly declares that the following key experts are available for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the methodology¹¹. Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority¹².

Key experts	From	To
Team leader International level consultant)		
Name:		
National consultant.		
Name:		

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

¹¹ Any expert working on another contract, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates / period included by a key expert in his/her statement of availability must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

¹² In case of replacement, the expert's qualifications and experience must be at least as high as those of the expert proposed in the tender.