Tender Specifications

Framework contract for consultancy services to conduct capacity building for companies that will participate in the implementation of Work Readiness Program (WRP) and of social protection

Negotiated procedure without prior publication

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DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES

Section 4, ‘Specific contractual and administrative conditions’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These tender documents derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-33)”). This is motivated by the need to provide equal opportunity for local and international tenderers to participate with a view to increasing competition.
1 Technical Specifications

1.1 Requirements for the services and the deliverables

1.1 Technical methodology

1.1.1 Background

The Belgian Government through Enabel (Belgian Development Agency) is implementing several bilateral development programmes in Uganda including the following:

In partnership with the Private Sector Foundation Uganda (PSFU), Enabel is implementing the Skills, Attitude and Governance and Anti- Corruption (SG+) project for three years (2021-2023) with a budget of 5 million EUR financed under the 11th European Development Fund (EDF). The project is part of a larger EU programme called Inclusive Green Economy Uptake Programme (Greenup) which contributes to the Ugandan transition towards an inclusive, green and competitive low-carbon economy with the creation of decent green jobs in a number of key sectors, as laid down in the Uganda Green Growth Development Strategy (UGGDS).

On the other hand, Enabel is also implementing a Thematic Portfolio Social Protection and decent work. - UGA UGA21003. The Project is jointly executed by the Ministry of Gender, Labour and Social Development (MoGLSD) and Enabel, the Belgian Development Agency. The Project will contribute to two strategic objectives of the third National Development Plan (NDP III) aiming at “Increasing Household Incomes and Improving Quality of Life of Ugandans”, namely;

- to strengthen the private sector to create jobs
- to enhance productivity and social wellbeing of the population. The project interventions will mainly focus on the Albertine-Rwenzori regions.

Both the Skills, Attitude and Governance and Anti- Corruption (SG+) and the Thematic Portfolio Social Protection and decent work have skills and attitude component to address gaps in employability and productivity of young graduates from universities and other institutions of higher learning through a Work Readiness Program (WRP). The WRP shall support young graduates to access practical experience through attachments to jobs in the sectors of manufacturing (including agro processing), construction, tourism and Information, communication Technology (ICT)/digitalization. Construction, Manufacturing including Agro-processing and Tourism and Hospitality are predefined sectors for this project because of their job intensity, anticipated growth potential, present/expected GDP contributions, trade/investments relevance between EU and UGA, climate /green friendly approaches, decent work, gender policy and innovation potentials.

The partnership aims at equipping young graduates entering the labour market with adequate skills and attitude leading to further productivity of companies engaged in green economy. This WRP shall be developed with selected private actors including companies and sectors responding to a set of predefined criteria including decent work. According to the International Labour Office (ILO),” Decent work sums up the aspirations of people in their working lives. It involves opportunities for work that is productive and delivers a fair income, security in the workplace and social protection for families, better prospects for personal development and social integration, freedom for people to express their concerns, organize and participate in the decisions that affect their lives and equality of opportunity and treatment for all women and
men. Adhering to the principles of decent work shall be a selection criterion for companies willing to be enrolled in the Work Readiness Programme and the placement of the graduates. To contribute enhanced capacity of participating companies, adhere to decent work, the project is seeking for a service provider to conduct training in decent work for the companies that shall host the graduates under WRP.

1.1.2 Objectives

General objective

The overall objective of the assignment is to build capacity of companies that shall participate in Work Readiness Programme on decent work. The target companies shall be representative of large, medium and small companies from the sectors of construction, manufacturing and agro processing, tourism and hospitality and ICT.

Specific objectives

- Conduct a gap and needs analysis in relation to decent work for companies identified to implement Work readiness program.
- Review the existing decent work (DW) deficits in relation to policies, procedures, practices and orientations in the companies.
- Propose capacity building recommendations if any on how the companies can be supported to address decent work deficits in their operations.
- Based on the key findings, develop a decent work training material as well as online content.
- Deliver the training to 100 selected companies physically and virtually.
- Develop and implement a comprehensive communication campaign (development of information communication and education materials) aimed to raise awareness on DW in the companies and target sectors.
- Build capacity of companies to address decent work deficits through Training, mentorship, and coaching.

1.1.3 Tasks

- Develop development of Decent Work Capacity Assessment Tool (DWCAT) that correspond to their needs and capacities.
- Conduct a needs assessment of the selected host companies to establish the status of their decent work conditions and deficits.
- To guide Host Companies in self-assessment in the areas of governance, administration, human resource, financial management, and operational management to instil ownership of the process and enable organizational learning and foster team sharing.
- To utilize the self-assessment as baseline and support the Companies’ capacity development initiatives by working closely with the company leadership and staff.
- In consultation with relevant key stakeholders, including MoGLSD, Young people, Educational institutions, private sector etc, develop material for decent work training.
- Delivery of the training courses/workshops physically and virtually.
- Logistics for the training courses/workshops and reporting.
- Training evaluation and reporting.

1 The International Labour Organization (ILO) defines decent work as “productive work for women and men in conditions of freedom, equity, security and human dignity”. In general, work is considered as decent when: it pays a fair income, it guarantees a secure form of employment and safe working conditions.
• Development and delivery of assistance to follow-up on transfer of learning; before, during and after the training.

1.1.4 Deliverables

The following type of deliverables are envisaged:

• Inception report
• Decent work capacity assessment tool
• A report detailing the findings for each of the companies’ systems for decent work in terms of technical and functional capacity and any action that may need to be undertaken to address decent work deficits.
• Blended training methodology and materials for both physical and online (programme, handouts and exercises, PowerPoint presentation, relevant assignments and a training manual including materials for the trainees) in editable format, that shall be used during the training.
• Training delivery as per agreed terms with quality ‘face-to-face’ and online sessions
• Information Education and Communication materials for awareness raising
• Capacity building, Coaching and mentorship report

1.2 Project Management

1.2.1 Planning

A kick off meeting shall take place in Kampala at the start of the performance. The aim shall be to discuss with the Contracting Authority the general implementation of the project, the work plan and the communication with the project management team. The meeting shall also aim at clarifying to the Contractor the roles and responsibilities of the Contracting Authority during the implementation.

As required, ad hoc meetings and conference calls shall be scheduled and organized by the Contractor during the implementation of a given service request. Prior to each of these meetings/ conference calls the Contractor shall submit to the Contracting Authority a brief summary of any specific points that need to be discussed.

The Contracting Authority’s responsibility is to:

• Avail the consultancy with all relevant information required to ably deliver.
• Ensure quality control and assurance through close monitoring of the assignment.
• Ensure effective communication between and among all stakeholders.

1.2.2 Monitoring

Daily coordination and management of this consultancy shall be by the Intervention Manager for SG+ and will be assisted by the Decent Work Expert.

All deliverables are to be addressed to and approved by the contract managing official.

Supplementary meetings in Kampala during the implementation of the specific contracts may be convened at the request of the Contracting Authority to monitor the implementation.
The Contractor shall be required to reply to all queries from the Contracting Authority within two (2) working days, unless agreed otherwise.

Through continuous monitoring, the contractor shall ensure quality management. This monitoring shall take a quality assurance (QA) approach and collect information on the service provider’s conduct in implementing the activities.

This QA approach shall be based on the following principles: Collect data systematically; Report these data; Enable timely action on the data, at the appropriate level.

The contractor shall use these principles to ensure the quality of their service and to monitor the satisfaction of those involved in all aspects of the activities.

Evaluation of the performance shall be conducted by the contracting authority on a regular basis to assess the level of the quality of services provided, the key experts’ capacity, and participant’s satisfaction.

The contracting authority shall communicate the assessment methodology prior to the evaluation, where applicable.

The Contracting Authority shall communicate the outcomes of the evaluation sessions to the Contractor and, if necessary, shall ask for actions to be taken. The Contractor can also perform self-evaluation, without the results of it being binding to the Contracting Authority. The Contracting Authority shall closely monitor the content, methodology and implementation of the activities to ensure that the desired level is kept.

Furthermore, the Contractor shall be obliged to ensure that the key experts comply to and follow the instructions given by the Contracting Authority, to allow smooth administration of the activities.

1.2.3 Reporting

The Contractor must also ensure timely and accurate invoicing for services delivered as well as any required reporting.

Without prejudice to any of the outputs/deliverables as outlined above, the Contractor shall on request, provide overview reports with, at a minimum, the following characteristics:

- Frequency: every quarter
- Content, a narrative/spreadsheet of previous and ongoing Work Orders as well as their value

The report shall include all relevant references, dates, and subject of the assignment.

All outputs/deliverables (deliverables for services as the overviews) as outlined shall be submitted for approval and endorsement to the Intervention Manager, PSFU and any other Enabel partner can be engaged with the project, and provide inputs at key strategic moments in the implementation process. This shall be coordinated by the main implementation team.

1.2 Requirements for the resources

1.2.1 Selection of Experts

1.2.1.1 Composition of the team
The contractor shall be responsible to present a pool of trainers’/key experts that can cover all contents of this contract and that know the particulars of the content of the contract in Uganda (to ensure relevant content and delivery).

The contractor shall be responsible for selecting the individual trainer/key expert out of his pool for delivering the outputs of the specific service requests of the contract.

The Coordinator may also be part of the training pool as long as the number of experts does not exceed a maximum number of 5 experts.

**Coordinator/team leader**

The Contractor shall identify a coordinator/team leader within its organisation who shall represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the technical specifications. Similarly, the Contracting Authority shall designate contact persons.

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

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

**Individual experts**

The Contractor shall be responsible for selecting the individual expert for delivering the outputs of the specific activities of the contract. However, each individual expert shall require all the following skills and expertise, as specified hereafter.

1.2.1.2 Qualifications of the team

**Mandatory requirements for the coordinator/team leader:**

- Master’s Degree in law, development studies, social sciences, education and training, skills management, human resources management or any other relevant field
- 10 years’ in-depth knowledge and demonstrated experience in conducting organisational capacity assessments and development of capacity building plans
- Knowledge of and experience in decent work and capacity development is an added advantage
- Evidence of conducting assessments for competitive projects is an added advantage
- Excellent analytical and evaluation skills
- Excellent report writing and presentation skills
- Ability for planning and establishing priorities
- Excellent interpersonal skills
• Resourcefulness, initiative, and maturity of judgment
• Excellent communication and organizational skills
• Effective problem-solver

**Mandatory requirements for the experts**

• Master’s Degree in development studies, law, social sciences, education and training, skills management, human resources management or any other relevant field
• 10 years’ in-depth knowledge and demonstrated experience in conducting organisational capacity assessments and development of capacity building plans
• Excellent analytical and evaluation skills
• Have at least 2 (two) years proven experience in delivering training courses in specific contents of this contract;
• Have experience in teaching and working in multicultural environments;
• Have the ability in using multimedia resources, especially the ones used online.
• Is able to write convincingly; succinctly, attractively and inspirationally.
• Proven experience in developing DW information, education and communication materials (like fact sheets, videos, posters, social medias campaign, ...)

Furthermore:
• Knowledge of and experience in the TVET institutions capacity and capacity development is an added advantage
• Evidence of conducting assessments for competitive projects is an added advantage

**1.2.2 Management of the Experts**

During the implementation of the contract the contracting authority shall individually assess the performance of the trainer’s / key experts and conduct evaluation sessions to get feedback from the participants. The contracting authority reserves the right to reject a trainer if his/her performance is not satisfactory to the contracting authority.

The contractor shall ensure that there is a back-up trainer / key expert available in the pool. Should a trainer / key expert become unavailable for any reason for more than one (1) week, the back-up trainer / key expert has to be provided at short notice. The back-up trainer / key expert shall continue the implementation at the required standards. In case of unavailability of a Team Member, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender.

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

Below is the estimated number of person days for a 10-day assignment with indication of maximum preparation time, maximum travel time to location, maximum on mission, maximum travel time back from the Kampala and maximum reporting time.

<table>
<thead>
<tr>
<th>Task</th>
<th>Units (Man-days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1; Development of decent work capacity assessment tool</td>
<td>1</td>
</tr>
<tr>
<td>Task 2: Conduct a needs assessment of companies on DW</td>
<td>3</td>
</tr>
</tbody>
</table>

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| Task 3: Design, develop and/or adapt DW training courses including online content | 2 |
| Task 4: Delivery of the DW training courses/workshops - physical and virtual | 1 |
| Task 5: Logistics for the training courses/workshops and reporting | 0 |
| Task 6: Training evaluation and reporting | 1 |
| Task 7: Development and delivery of assistance to follow-up on transfer of learning; | 1 |
| Travel without overnight stay | 0.5 |
| Travel with overnight stay | 0.5 |
| Total | 10 |

Please note that:
For travel from Kampala to Fort-Portal and back, 0.5 day of travel shall be considered (in each direction);
For travel within Kampala no travel reimbursement shall be considered.
2. General provisions

2.1 Derogations from the General Implementing Rules

Chapter ‘Specific contractual and administrative conditions’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

2.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, 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 has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by person(s) who shall sign the award letter and are mandated to represent the organisation towards third parties.

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its 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;
- 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
Organisation 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 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 environmental protection: 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 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

### 2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel’s Policy regarding sexual exploitation and abuse – June 2019;
- Enabel’s Policy regarding fraud and corruption risk management – June 2019;
- 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’), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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5 Belgian Official Gazette 27 June 2017.

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All Belgian regulations on public contracts can be consulted on www.publicprocurement.be;

Enabel’s Code of Conduct and the policies mentioned above can be consulted on Enabel’s website via https://www.enabel.be/content/integrity-desk.

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

The contractor/ service provider: The tenderer to whom the procurement contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Uganda.

The tender: Commitment of the tenderer to perform the procurement contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

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 needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

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;

Option: A minor and not strictly necessary element for the performance of the procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
**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 procurement contract or performance of a procurement contract already concluded with the contracting authority;

**Litigation:** Court action.

**Subcontractor in the meaning of public procurement regulations:** The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

**Controller in the meaning of the GDPR:** the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

**Sub-contractor or processor in the meaning of the GDPR:** a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

**Recipient in the meaning of the GDPR:** a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

**Personal data:** any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

### 2.6 Processing of personal data by the contracting authority and confidentiality

#### 2.6.1 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 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 shall act in accordance with said law.

#### 2.6.2 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 public contract and shall only divulge such information to third parties after receiving the prior written consent of the other party. They shall disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties shall be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

**PRIVACY NOTICE OF ENABEL:** Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

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2.7 Deontological obligations

Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel.

For the duration of the procurement contract, the contractor and his 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.

In accordance with Enabel’s Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

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, clarification, evaluation and comparison of tenders and candidates’ procedure shall 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 procurement 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 agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

The contractor of the procurement 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 shall 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. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

In accordance with Enabel’s Policy regarding sexual exploitation and abuse of June 2019 and Enabel’s Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the https://www.enabelintegrity.be website.

2.8 Applicable law and competent courts

The procurement 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 procurement contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties shall consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.
3. Modalities of the contract

3.1 Type of contract
This procurement contract is a framework services contract.

3.2 Scope of the contract

3.2.1 Subject-matter
This services procurement contract consists of consultancy services to conduct capacity building for companies that shall participate in the implementation of Work Readiness Program (WRP) under SG+ and the Thematic Portfolio on social protection and decent work, in conformity with the conditions of these Tender Specifications.

3.2.2 Items
The procurement contract consists of the items mentioned in section 1 “Technical Specifications”. These items are pooled and form one single procurement. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract.

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

3.5 Duration of the contract
The procurement contract starts upon award notification lasts for 2 years.

3.8 Value of the contract
The exact quantities will be determined in the order forms. The presumed quantities below are given for information purposes only under the form of an estimated maximum value for the entire duration of the framework contract, including any estimated renewals. This can under no circumstance create legitimate expectations on the part of the Contractor that the contracting authority will place orders up to the maximum value of the contract. The contracting authority does not guarantee minimum quantities. The contracting authority does not confer by any means an exclusive right upon the Contractor to provide the services falling within the scope of the contract.

<table>
<thead>
<tr>
<th>Estimated maximum number of person days</th>
<th>Estimated maximum amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>155</td>
<td>50,000</td>
</tr>
</tbody>
</table>

Tender Specifications – Procurement reference number
4. Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts and for public works concessions' of the Royal Decree of 14 January 2013, 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 General Implementing Rules (GIR) apply in full.

4.1 Managing official (Art. 11)

The managing official is Ms Christine Karungi, e-mail; christine.karungi@enabel.be and will be assisted by Mr. Joseph Byabazaire, e-mail; joseph.byabazaire@enabel.be

Once the procurement contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the procurement contract shall be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under the section, “The contracting authority”.

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 the Tender Specifications and that has not been notified by the contracting authority, shall be considered null and void.

4.2 Subcontractors (Art. 12 to 15)

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.

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 shall 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.

4.3 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
• In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for 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 shall act in accordance with said law.

4.4.2 Processing of personal data by a subcontractor

PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT) During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

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

4.5 Intellectual property (Art. 19 to 23)

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

Without prejudice to clause 1 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.
The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.6 Performance bond (Art. 25 to 33)
For this procurement contract no performance bond is required.

4.7 Conformity of performance (Art. 34)
The works, supplies and services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services must comply in all aspects with good practice.

4.8 Changes to the procurement contract (Art. 37 to 38/19)

4.8.1 Replacement of the contractor (Art. 38/3)
Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement shall be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the procurement contract.

4.8.2 Adjusting the prices (Art. 38/7)
For this procurement contract, price reviews are not permitted.

4.8.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)
The contracting authority reserves the right to suspend the performance of the procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

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

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other
malicious acts. The **contractor** has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

### 4.8.4 Unforeseen circumstances

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 procurement contract, Enabel shall do everything reasonable to agree a maximum compensation figure.

### 4.9 Preliminary technical acceptance (Art. 42)

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

### 4.10 Performance modalities (Art. 146 et seq.)

#### 4.10.1 Deadlines and terms (Art. 147)

The services must be performed within 30 calendar days as from the day after the date on which the service provider received the purchase order form. The closure of the service provider’s business for annual holidays is not included in this calculation.

The order form is addressed to the service provider either by registered letter, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

Any further correspondence pertaining to the order form (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.
In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it shall inform the service provider in writing of which extension of the period is accepted.

When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the service provider shall ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.

In any event, complaints about the order form are not admissible any more if they are not submitted within 5 calendar days from the day following the date on which the service provider has received the order form.

4.10.2 Place where the services must be performed and formalities (Art. 149)

The services shall be performed at the addresses mentioned in section 1 “Technical Specifications”

4.11 Inspection of the services (Art. 150)

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 by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

4.12 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 indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.13 Zero tolerance Sexual exploitation and abuse

In application of Enabel’s Policy regarding sexual exploitation and abuse of June 2019 there shall be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.
4.14 Means of action of the contracting authority (Art. 44-51 and 154155)

The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the service provider 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 procurement contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be to 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 contractor hoped to obtain by offering the advantage to the employee. The contracting authority shall decide independently about the application and the amount of this fine.

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

4.14.1 Failure of performance (Art. 44)

§1 The contractor is considered to be in failure of performance under the procurement contract:

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which are given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the procurement contract, including the non-observance of orders of the contracting authority, is recorded in a report (‘process verbal’), a copy of which shall be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.
4.14.2 Fines for delay (Art. 46 and 154)
The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

4.14.3 Measures as of right (Art. 47 and 155)

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority 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 expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects found. §2 The measures as of right are:

1° Unilateral termination of the procurement 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;

2° Performance under regie of all or part of the non-performed procurement contract;

3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement 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 procurement contract shall be borne by the new contractor.

4.15 End of the procurement contract

4.15.1 Acceptance of the services performed (Art. 64-65 and 156)
The managing official shall closely follow up the services during performance.

The services shall not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.

According to the situation, provisional acceptance is provided upon the completion of service delivery of the procurement contract and, on expiry of a warranty period, final acceptance is provided marking full completion of the procurement contract.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term 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 is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty 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.

The acceptance specified above is final.

4.15.2 Invoicing and payment of services (Art. 66 to 72 – 160)

Invoices are established in one copy and respect the stipulations given in the Purchase Order. The invoice shall be sent to the address mentioned on the Purchase Order.

The invoice must be in EUROS

Only services that have been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

No advance may be asked by the contractor and the payment shall be made after provisional/final acceptance of each service delivery of a same order.

4.16 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this procurement 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 procurement contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of ‘litigation’, i.e. court action, correspondence must (also) be sent to the following address:

Enabel, public-law company
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Mrs Inge Janssens rue Haute 147
1000 Brussels
Belgium
5. Procurement procedure

5.1 Type of procedure

This is a Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

5.2 Publication

3.2.1 Enabel publication

This procurement documents are published on the Enabel website https://www.enabel.be/content/enabel-tenders

5.3 Information

The awarding of this procurement contract is coordinated by the Contract Service Centre of Enabel in Uganda. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract shall exclusively pass through this service. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 16/8/2022 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions shall be in writing to UGA_CSC_CONTRACTS@enabel.be with copy to eva.matovu@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They shall be answered in the order received. The complete overview of questions asked shall be available at the address mentioned above as soon as available.

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

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the Procurement Documents that are published on the Enabel website indicated above 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 above and requests information on any modifications or additional information.

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

5.4 Preparation and Submission of Tenders

5.4.1 Preparation of tenders

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

Content of tenders
The tenderer must use the tender form in annexe. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

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

The tender shall contain the following parts:

1. **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:

   - Legal identification form
   - Financial Identification Form
   - Subcontractor form
   - Exclusion Criteria Form
   - Integrity form
   - 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 capacity form
   - Financial capacity form
   - Articles of Association

2. **Technical Proposal**

   The technical proposal may be presented in free format. It shall not exceed ten pages, not counting the CVs. It shall respect the following page limit and structure:

   - Technical methodology (max. 7 pages)
   - Project management (max. 2 pages)
   - Resource management (proposal (max. 1 page) + CVs of experts)

3. **Financial Proposal**

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

**Determination of prices**

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

This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid shall be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

**Elements included in the price**

The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The following are in particular included in the prices:

- The administrative management and secretariat;
- Fees, per diems, accommodation costs, meals, insurance costs, visa costs, travel costs of the trainer(s);
- IT-material of the trainer (lap-top, projector), flip charts and training materials;
- Information packs/ training materials for the participants, both on paper and electronically, containing all training materials, manuals and documentation needed, certificates for the participants;
- 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, production and delivery of documents or records linked to the performance of the services;
- Customs and excise duties for materials and products used, packaging costs, acceptance costs, all costs, staff and material expenses needed to perform the present contract, copyright fees, purchase or leasing of third-party services needed for the performance of the contract, costs for any possible intellectual property rights.

Venue, meals, stationery, transport, perdiem and accommodation for participants of trainings will be organized and paid by Enabel.

**Validity of tenders**

The tenderers are bound by their tender for a period of 90 calendar days from the reception deadline date.

The validity of the tender shall be negotiated, if the deadline stated above is overrun.

**5.4.2 Submission of tenders**

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

The tenderer submits his tender as follows:

The tenderer shall submit the administrative, technical and financial proposals as separate email attachments to Mailbox TENDERS UGA uga_csc_tenders@enabel.be
The tender shall be received by the Contracting Authority no later than 30/8/2022, 14:00, Kampala time. Requests for participation or tenders that arrive late shall not be accepted.

5.4.3 Change or withdrawal of a tender that has already been submitted
When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

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 representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by 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.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

The opening of tenders shall take place on the day of the final date for receiving tenders indicated above. Tenders not received before this time shall be rejected. The opening shall take place behind closed doors.

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

The mandatory and optional exclusion grounds are given in the Declaration on Honour enclosed to these Tender Specifications.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority shall verify the accuracy of this Declaration on honour Based on the supporting documents.

Selection criteria

Moreover, by means of the documents requested in the Annexes - Administrative Proposal, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public procurement contract.

<table>
<thead>
<tr>
<th></th>
<th>Sufficient Economic and Financial Capacity</th>
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<tbody>
<tr>
<td>1.1</td>
<td>Sufficient turn-over</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>Minimum Standard</td>
<td>Minimum average annual turnover of 40,000 EUR during the past three financial years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Sufficient Technical and Professional Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Sufficient experience in providing services within the scope of this contract</td>
</tr>
<tr>
<td>Minimum Standard</td>
<td>Minimum of 2 assignments within the scope of the contract, which were totally and successfully completed in the last 3 years, out of which at least 1 was completed in Uganda.</td>
</tr>
</tbody>
</table>

A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with these entities. In that case, the following rules apply:

- Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it shall have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
- The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.
- Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.
- The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.

Under the same conditions, a group of candidates or tenderers may submit the capacities of the group’s participants or of other entities.

**Regularity of tenders**

The tenders submitted by the selected tenderers shall be evaluated as to formal and material regularity. Irregular tenders shall be rejected.

The contracting authority reserves the right to have the irregularities in the tenderers’ tender regularised during the negotiations.

**5.5.2.2 qualitative and financial evaluation of tenders**

**Negotiation**

The formally and materially regular tenders shall be evaluated as to content by an evaluation committee. The contracting authority shall restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation shall be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations shall be conducted.
Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and 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.

When the contracting authority intends to conclude the negotiations, it shall so advise the remaining tenderers and shall set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO shall be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) shall be designated the contractor for this procurement contract.

**Award Criteria**

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

- Qualitative award criteria: 40 %;

The tenderer proposes a technical methodology, a project management plan and a resource management plan, based on the instructions given in the technical specifications. They are subject to evaluation according to the following sub-criteria:

<table>
<thead>
<tr>
<th>N.</th>
<th>Qualitative Award Criteria</th>
<th>Max. Points:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Quality of the proposed Technical Methodology, for providing services and deliverables, in accordance with the technical specifications</td>
<td>15</td>
</tr>
<tr>
<td>2.</td>
<td>Quality of the proposed Project Management, for providing services and deliverables, in accordance with the technical specifications (planning, monitoring and reporting)</td>
<td>10</td>
</tr>
<tr>
<td>3.</td>
<td>Quality of the proposed Resource Management, for providing services and deliverables, in accordance with the technical specifications (Selection of Experts and Management of Experts)</td>
<td>15</td>
</tr>
</tbody>
</table>

Only tenders with scores of at least 30 points out of 40 points qualify for the financial evaluation.

- Price: 60 %;

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender} \times 60}{\text{amount of tender A}}$$

The amount of the tender that will be considered for the financial evaluation will be based on the quoted unit prices and the corresponding weighting, reflecting the envisaged average usage throughout the implementation of the framework contract, as per the financial scenario in the table below.
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tasks performed in a location without overnight stay</td>
<td>Person-day(s)</td>
<td>5</td>
</tr>
<tr>
<td>2.</td>
<td>Tasks performed in a location with overnight stay</td>
<td>Person-day(s)</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>Travel without overnight stay</td>
<td>Person-day(s)</td>
<td>2</td>
</tr>
<tr>
<td>4.</td>
<td>Travel with overnight stay</td>
<td>Person-day(s)</td>
<td>1</td>
</tr>
</tbody>
</table>

**Final score**
The scores for the qualitative and financial award criteria shall be added up. The procurement contract shall be awarded to the tenderer 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.

**5.6 Award and Conclusion of Contract**

**5.6.1 Awarding the contract**
The lots of the procurement contract shall be awarded to the tenderer who has submitted the most economically advantageous tender for the lot.

Notice though that in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the procurement contract.

The contracting authority may either decide not to award the procurement contract; either redo the procedure, if necessary through another award procedure.

The contracting authority maintains the right to award only a certain lot or certain lots.

**5.6.2 Concluding the contract**
In accordance with Art. 88 of the Royal Decree of 18 April 2017, the procurement contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via e-mail.

So, the full contract agreement consists of a procurement contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.
In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.
6. Annexes

6.1 Technical documents

Not applicable.

6.2 Contractual Documents

Model Performance Bond

*Only for the successful tenderer:*

Bank X

Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of X € (X euros) for the Belgian Development Agency (Enabel) for the obligations of X, address for the contract:

“consultancy to conduct capacity building for companies on decent work for companies that will participate in the implementation of Work Readiness Program (WRP) and social protection, tender documents Enabel UGA19003-10038” (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance bond shall be released in accordance with the provisions of the tender documents Enabel UGA19003-10038 and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference of the procurement procedure.

Any payment made from this performance bond shall ipso jure reduce the amount secured by the Bank.

The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X Signature: Name:

Tender Specifications – Procurement reference number
### 6.3 Procedural Documents – Tender Forms

#### 6.3.1 ADMINISTRATIVE PROPOSAL

**Legal Identification forms**

<table>
<thead>
<tr>
<th>I. PERSONAL DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FAMILY NAME(S)</strong></td>
</tr>
<tr>
<td><strong>FIRST NAME(S)</strong></td>
</tr>
<tr>
<td><strong>DATE OF BIRTH</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>JJ   MM   YYYY</td>
</tr>
<tr>
<td><strong>PLACE OF BIRTH</strong></td>
</tr>
<tr>
<td><strong>COUNTRY OF BIRTH</strong></td>
</tr>
<tr>
<td><strong>(CITY, VILLAGE)</strong></td>
</tr>
<tr>
<td><strong>TYPE OF IDENTITY DOCUMENT</strong></td>
</tr>
<tr>
<td><strong>IDENTITY CARD</strong></td>
</tr>
<tr>
<td><strong>PASSPORT</strong></td>
</tr>
<tr>
<td><strong>DRIVING LICENCE</strong></td>
</tr>
<tr>
<td><strong>OTHER</strong></td>
</tr>
<tr>
<td><strong>ISSUING COUNTRY</strong></td>
</tr>
<tr>
<td><strong>IDENTITY DOCUMENT NUMBER</strong></td>
</tr>
<tr>
<td><strong>PERSONAL IDENTIFICATION NUMBER</strong></td>
</tr>
<tr>
<td><strong>PERMANENT PRIVATE ADDRESS</strong></td>
</tr>
<tr>
<td><strong>POSTCODE</strong></td>
</tr>
<tr>
<td><strong>P.O. BOX</strong></td>
</tr>
<tr>
<td><strong>CITY</strong></td>
</tr>
<tr>
<td><strong>REGION</strong></td>
</tr>
<tr>
<td><strong>COUNTRY</strong></td>
</tr>
<tr>
<td><strong>PRIVATE PHONE</strong></td>
</tr>
<tr>
<td><strong>PRIVATE E-MAIL</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>II. BUSINESS DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Do you run your own business</strong></td>
</tr>
<tr>
<td><strong>without a separate legal</strong></td>
</tr>
<tr>
<td><strong>personality (e.g. sole traders,</strong></td>
</tr>
<tr>
<td><strong>self-employed etc.)? and you</strong></td>
</tr>
<tr>
<td><strong>provide as such services to the</strong></td>
</tr>
<tr>
<td><strong>Commission, other Institutions,</strong></td>
</tr>
<tr>
<td><strong>Agencies and EU-Bodies?</strong></td>
</tr>
<tr>
<td><strong>YES</strong></td>
</tr>
<tr>
<td><strong>NO</strong></td>
</tr>
<tr>
<td><strong>BUSINESS NAME</strong></td>
</tr>
<tr>
<td><strong>(If applicable)</strong></td>
</tr>
<tr>
<td><strong>VAT NUMBER</strong></td>
</tr>
<tr>
<td><strong>REGISTRATION NUMBER</strong></td>
</tr>
<tr>
<td><strong>PLACE OF REGISTRATION</strong></td>
</tr>
<tr>
<td><strong>CITY</strong></td>
</tr>
<tr>
<td><strong>COUNTRY</strong></td>
</tr>
<tr>
<td><strong>DATE</strong></td>
</tr>
<tr>
<td><strong>SIGNATURE</strong></td>
</tr>
</tbody>
</table>

If YES, please provide business data and attach copies of official supporting documents
① As indicated on the official document.
② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
③ Failing other identity documents: residence permit or diplomatic passport.
④ See table with corresponding denominations by country. ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.
<table>
<thead>
<tr>
<th>OFFICIAL NAME ②</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABREVIATION</td>
</tr>
<tr>
<td>MAIN REGISTRATION NUMBER③</td>
</tr>
<tr>
<td>SECONDARY REGISTRATION NUMBER (if applicable)</td>
</tr>
<tr>
<td>PLACE OF MAIN REGISTRATION</td>
</tr>
<tr>
<td>DATE OF MAIN REGISTRATION</td>
</tr>
<tr>
<td>VAT NUMBER</td>
</tr>
<tr>
<td>OFFICIAL ADDRESS</td>
</tr>
<tr>
<td>POSTCODE</td>
</tr>
<tr>
<td>COUNTRY</td>
</tr>
<tr>
<td>E-MAIL</td>
</tr>
<tr>
<td>DATE</td>
</tr>
<tr>
<td>SIGNATURE OF AUTHORISED REPRESENTATIVE</td>
</tr>
</tbody>
</table>

① Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

② National denomination and its translation in EN or FR if existing.

③ Registration number in the national register of the entity.

Public law entity
| **OFFICIAL NAME**① |  |
| **BUSINESS NAME** (if different) |  |
| **ABREVIATION** |  |
| **LEGAL FORM** |  |

<table>
<thead>
<tr>
<th><strong>ORGANISATION TYPE</strong></th>
<th><strong>FOR PROFIT</strong></th>
<th><strong>NOT FOR PROFIT</strong></th>
<th><strong>NGO</strong>②</th>
<th><strong>YES</strong></th>
<th><strong>NO</strong></th>
</tr>
</thead>
</table>

| **MAIN REGISTRATION NUMBER**③ |  |
| **SECONDARY REGISTRATION NUMBER** (if applicable) |  |

<table>
<thead>
<tr>
<th><strong>PLACE OF MAIN REGISTRATION</strong></th>
<th><strong>CITY</strong></th>
<th><strong>COUNTRY</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>DATE OF MAIN REGISTRATION</strong></th>
<th><strong>DD</strong></th>
<th><strong>MM</strong></th>
<th><strong>YYYY</strong></th>
</tr>
</thead>
</table>

| **VAT NUMBER** |  |
| **ADDRESS OF HEAD OFFICE** |  |

<table>
<thead>
<tr>
<th><strong>POSTCODE</strong></th>
<th><strong>P.O. BOX</strong></th>
<th><strong>CITY</strong></th>
<th><strong>COUNTRY</strong></th>
<th><strong>PHONE</strong></th>
</tr>
</thead>
</table>

| **E-MAIL** |  |

<table>
<thead>
<tr>
<th><strong>DATE</strong></th>
<th><strong>STAMP</strong></th>
</tr>
</thead>
</table>

| **SIGNATURE OF AUTHORISED REPRESENTATIVE** |  |

---

① National denomination and its translation in EN or FR if existing.
② NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.
③ Registration number in the national register of companies. See table with corresponding field denomination by country.

Financial identification form

**BANKING DETAILS**

Tender Specifications – Procurement reference number
| **ACCOUNT NAME** ⁹ |  |
| **IBAN/ACCOUNT NUMBER**¹⁰ |  |
| **CURRENCY** |  |
| **BIC/SWIFT CODE** |  |
| **BANK NAME** |  |

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

| **ACCOUNT HOLDER’S DATA**  
**AS DECLARED TO THE BANK** |  |
| **ACCOUNT HOLDER** |  |
| **STREET & NUMBER** |  |
| **TOWN/CITY** | **POST CODE** |
| **COUNTRY** |  |

| **SIGNATURE OF ACCOUNT HOLDER (Obligatory)** | **DATE (Obligatory)** |

---

⁹ This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

¹⁰ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

Tender Specifications – Procurement reference number
## Subcontractors

<table>
<thead>
<tr>
<th>Name and legal form</th>
<th>Address / Registered office</th>
<th>Object</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations:

1) The tenderer or one of its ‘directors [1]’ was found guilty following a conviction by final judgement for one of the following offences:

- 1° involvements in a criminal organisation
- 2° corruption
- 3° fraud
- 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
- 5° money laundering or terrorist financing
- 6° child labour and other trafficking in human beings
- 7° employment of foreign citizens under illegal status
- 8° creating a shell company.

2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.

3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;

4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

a. A breach of Enabel’s Policy regarding sexual exploitation and abuse – June 2019

b. A breach of Enabel’s Policy regarding fraud and corruption risk management – June 2019

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

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel’s exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

5) When a conflict of interest cannot be remedied by other, less intrusive measures;
6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered ‘significant’.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human rights violations, the destabilisation of sovereign states and proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctionsinternationales-nations-unies

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


For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

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

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves of 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 shall 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 shall be considered as a serious professional misconduct which shall 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 shall 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

Tender Specifications – Procurement reference number
### Economic and financial capacity Form

#### Financial Statement

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

<table>
<thead>
<tr>
<th>Financial data</th>
<th>Year-2 € or NC</th>
<th>Year-1 € or NC</th>
<th>Last year € or NC</th>
<th>Average € or NC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual turnover, excluding this public contract(^{11})</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

---

\(^{11}\) Last accounting year for which the entity’s accounts have been closed.

Tender Specifications – Procurement reference number
Technical and professional capacity form

List of main similar assignments

<table>
<thead>
<tr>
<th>Description of the main similar assignments totally performed</th>
<th>In Uganda (min. 1)</th>
<th>Amount involved</th>
<th>Completion date in the last 3 years (only totally performed assignments)</th>
<th>Name of the public or private bodies</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Certificates of completion

For each of the assignments listed, the tenderer must provide in the administrative proposal as 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.
6.3.2 TECHNICAL PROPOSAL

The technical proposal may be presented in free format, but it shall not exceed ten pages, not counting the CVs.

The tenderer must complete the table hereunder. He must provide in his offer the CV's of the key experts (the team leader and experts) proposed for implementing this services contract. 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.

<table>
<thead>
<tr>
<th>Name of expert</th>
<th>Proposed position</th>
<th>Educational background – formal qualification</th>
<th>Years of relevant experience</th>
<th>Specialist areas of knowledge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expert 1</td>
<td>Team leader</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert 3</td>
<td></td>
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<tr>
<td>Expert 4</td>
<td></td>
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<tr>
<td>Expert 5</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

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

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

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

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

Should this tender be approved, the performance bond shall be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

In order to correctly compare the tenders, the duly signed information or documents mentioned under Preparation of Tenders.

<table>
<thead>
<tr>
<th>N°</th>
<th>Description</th>
<th>Unit</th>
<th>Lump-sum unit prices exc. VAT*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tasks performed in a location without overnight stay</td>
<td>Person-day(s)</td>
<td>€</td>
</tr>
<tr>
<td>2.</td>
<td>Tasks performed in a location with overnight stay</td>
<td>Person-day(s)</td>
<td>€</td>
</tr>
<tr>
<td>3.</td>
<td>Travel without overnight stay</td>
<td>Person-day(s)</td>
<td>€</td>
</tr>
<tr>
<td>4.</td>
<td>Travel with overnight stay</td>
<td>Person-day(s)</td>
<td>€</td>
</tr>
</tbody>
</table>

VAT percentage (if applicable):

Please note that this contract is subjected to Ugandan withholding tax.

For national Contractors 6% is deducted at payment, for international Contractors 15% is deducted according to the withholding tax regulation of Uganda.

* Cf. 5.4.1.2 “Elements included in the price”.

Name and first name: ..............................................................

Duly authorised to sign this tender on behalf of: ..............................................................

Place and date: ..............................................................

Signature: ..............................................................

Tender Specifications – Procurement reference number