



Tender Specifications

Framework Contract for Consultancy Services to Update,
Formulate and Train in policy guidelines and tools

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.

1 Technical Specifications

1.1 Requirements for the services and the deliverables

1.1.1 Technical methodology

1.1.1.1 Background of the assignment

Enabel, in consortium with partners (Save the Children, the lead; World Agroforestry centre - ICRAF and Joint Energy and Environmental Projects - JEEP), is undertaking a project entitled “Response to Increased Environmental Degradation and Promotion of Alternative Energy Sources in Refugee Hosting Districts” (RED) 2021-2024, funded by the European Union Emergency Trust Fund for Africa. The project seeks to increase environmental protection, forest restoration, and improve sustainable energy and alternative livelihoods of displaced populations and their host communities in the districts of Adjumani, Terego, Madi Okollo, Kiryandongo, and Yumbe. These districts have been hosting large numbers of refugees since the 2013 crisis in South Sudan forced nearly 1.5 million to flee their homeland. The project is largely anchored under the Ministry of Water and Environment Refugee Response Plan.

In Uganda forest coverage has decreased from 24% in 1994 to 9% in 2019. The demand for, and overuse of, natural resources, particularly wood, is driven by their use as construction materials and cooking fuel, and the utilization of land traditionally used for forestry as agricultural land; 93% of refugee and host community households are reliant on wood for cooking fuel. The majority of the respondents (94%) interviewed during the baseline survey under this project still consider firewood and charcoal as the most important sources of energy for cooking. This is in line with the national context, for which over 95% of the population especially in the rural areas depends on firewood for domestic energy, according to NFA 2015 and UNHCR, 2019 reports.

1.1.1.2 Rationale for the services:

Under the Ministry of Water and Environment Refugee Response Plan, specifically objective 5 and 6 of the Environment and Natural Resources Results Framework, requires multi-stakeholder interventions, knowledge-based planning and action, and understanding of the effectiveness of instruments and actions at district and community levels in order to continue with appropriate interventions. Under this RED project, there was an assessment to understand the existing policy guidelines and tools in place and those that need either updating or development. A report to this case will be available at inception phase. The report provides specific grounds for the scope of this work and will offer additional information at that stage.

The coordination and supervision of the update and development of the policy guidelines and tools is a preserve of district environment and natural resources committee. As established in The National Environment Act, 2019, the district environment and natural resources committee includes a) the District Chairperson; (b) the Members of Parliament from the district; (c) the

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Resident District Commissioners; (d) the Secretary for environment; (e) the district natural resources officer; who shall be the secretary; (f) the Chief Administrative Officer; (g) the district engineer; (h) the town clerk; (i) the Mayor and secretary responsible for environment at the urban council; (j) the district planner; (k) the physical planning officer; and (l) community development officer. Among the functions of the committee, is to prepare district environment action plan, to prepare the district state of the environment report, to assist in the formulation and enforcement of ordinances and byelaws relating to the management of the environment; to monitor all activities within its local jurisdiction to ensure that such activities do not have any significant negative impact on the environment; and to promote the dissemination of information about the environment. This implies that the various tasks required under this consultancy will therefore draw a lot from the guidance and coordination of the committee or representative assigned by this committee.

1.1.1.3 Scope

Policy guidelines and tools will be reviewed, updated and developed in the five districts of Kiryandongo, Terego, Madi-Okollo, Yumbe and Adjumani as well as curricula development and trainings in the policy guidelines and tools. The test trainings will be done to include a wide range of actors including district officials, Field Office of the Prime Ministers' staff, UNCHR staff, selected CSOs, host and refugees.

1.1.1.4 Objectives

- **General objective**

The general objective of the assignment is to review and update existing policy guidelines and tools, develop new policy guidelines and tools, and train the key stakeholders in the existing, updated and developed policy guidelines and tools.

- **Specific objectives**

- i. To review and update existing policy guidelines and tools
- ii. To develop new policy guidelines and tools
- iii. To develop the curricula for training the stakeholders in the in the existing, reviewed, updated and developed guidelines and tools
- iv. To Train the relevant actors in the use of the existing, reviewed, updated and developed policy guidelines and tools developed
- v. To refine the curricula & training materials for dissemination to the wider stakeholder-ship

1.1.1.5 Tasks:

1. Review and update the necessary policy guidelines and tools that are either outdated and/or still incomplete;
2. Develop the necessary policy guidelines and tools that are not existing
3. Development of the curricula for training the stakeholders in policy guidelines and tools

4. Conduct the training events as part of field-testing delivery of the curricula and allow stakeholders' input during the training
5. Refine the curricula & training materials with inclusion of new insights during training for dissemination (reproduction of the materials for dissemination will be done by Enabel).

1.1.1.6 Deliverables:

REFERENCE	TASK	DELIVERABLE
1	Review and update the necessary policy guidelines and tools that are either outdated and/or still incomplete	A number of policy guidelines and tools which are outdated and /or incomplete are reviewed, updated, and approved, with the inclusion of gender dimension in these instruments; Recommendations made on the missing and incomplete policy guidelines and tools.
2	Develop the necessary policy guidelines and tools that are not existing	A number of policy guidelines and tools that are not existing are produced, quality checked and approved; These will include District State of Environment reports, District Environment Action Plans, Ordinances and Bylaws, indicating gender roles where applicable.
3	Development of the curricula for training the stakeholders in policy guidelines and tools	Curricula (training resource manuals/handbooks with structured modules for training the stakeholders) in State of environment Reports, District Environment Action Plans, ordinances and bylaws; Training materials (training manual, handouts, Power points, quizzes, visual and audio materials, etc)
4	Conduct the training events as part of field-testing delivery of the curricula and allow stakeholders' input during the training	Give pilot trainings to a set of participants to test the applicability of the curriculum and how it will be appreciated; Finalise the curricula based on the feedback gotten from the piloted curricula; Develop a schedule for the remaining training across the remaining beneficiaries.
5	Refine the curricula & training materials with inclusion of new insights during training for dissemination (reproduction of the materials for dissemination will be done by Enabel).	Refined curricula and training materials for dissemination and distribution to wider stakeholders: Final Handbooks/manuals, handouts, Power points, quizzes, visual and audio materials, etc)

1.1.2 Quality management

The Contractor shall ensure quality management through continuous monitoring. 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 will 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 will communicate the assessment methodology prior to the evaluation.

The Contracting Authority will communicate the outcomes of the evaluation sessions to the Contractor and, if necessary, will 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 will closely monitor the content, methodology and implementation of the activities to ensure that the desired level is kept.

1.1.3 Project Management

A kick off meeting will take place in Kampala at the start of the performance. The aim will 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 will 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 will 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 will submit to the Contracting Authority a brief summary of any specific points that need to be discussed.

The Contractor's responsibility is to:

- Ensure timely and qualitative deliverables
- Identify risks and develop mitigation strategies
- Coordinate all inputs for conducting the assignment.
- Liaise with the Enabel representatives, as well as the respective Colleagues.

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.

Daily coordination and management of this consultancy will be by the Intervention Manager (SDHR) who is also the contract manager.

All deliverables are to be addressed to and approved by the Contract Manager; Elizabeth Nkwasure, elizabeth.nkwasure@enabel.be

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.

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. 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, at least:
 - History of Service Requests/Work Orders.
 - Listing of in-progress Service Requests/Work Orders.
 - Values of the Service Requests/Work Orders (last quarter and full history).
- Form: a narrative and/or spreadsheet, as appropriate.

The report shall include all relevant references, dates, and subject of the assignment. All outputs/deliverables (deliverables for services as the overviews) as outlined will be submitted for approval and endorsement to the Intervention Manager. Other Enabel interventions and respective line district local governments/ministries can be engaged with the project, and provide inputs at key strategic moments in the implementation process. This will be coordinated by the main implementation team.

1.2 Requirements for the resources

1.2.1 Human resources

Composition of the team

For the tender	<ul style="list-style-type: none">• 1 coordinator/team leader• a pool of minimum 5 experts
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The team shall be divided as follows:

Updating and formulation of policy guidelines and tools and	Four (4) team members: Team leader, Gender specialist and Policy Specialist and GIS/remote sensing specialist.
Curriculum development and Training of the stakeholders in curricula developed	Two (2) team members: Curricula Development Specialist and Training Specialist

Coordinator/team leader

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

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

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

Experts

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

Management of the Team

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

In case of unavailability of a Team Member, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender.

Qualifications of the Team

Mandatory requirements for the coordinator/team leader:

- **The Team leader shall have a minimum of master's degree in either Environment and natural resources, Forestry, Climate related sciences or geographical sciences;**

- Must have a minimum of seven years of experience in either energy or environmental conservation;
- Must have demonstrated experience of understanding humanitarian context in Uganda;
- Must be an effective communicator and should be willing to have regular engagements with different stakeholders over the period of the assignment.

Mandatory requirements for the experts

Gender specialist:

- The gender specialist shall have a degree in gender studies, social sciences, business administration, development studies or related course;
- Three years' experience in stakeholder engagement at various levels, including communities and district officials with an understanding of gender mainstreaming.
- Specialised training in gender mainstreaming is added advantage.

Policy specialist:

- The policy specialist shall have a degree in either Law, environmental law or public policy, with four years of experience in policy reviews, formulation or in development of guidelines and action/strategic plans.

GIS and remote sensing specialist:

- The GIS and RS specialist shall have demonstrated expertise in GIS and remote sensing to aid in Natural resource mapping;
- At least three years of experience in GIS and remote sensing;
- Able to share proven samples of his or her previous work when deemed necessary.

Curricula Development Specialist:

- The curricula development specialist shall have a minimum of master's degree in either Environment and natural resources, Forestry, Climate related sciences or geographical sciences;
- Seven years of experience in consultancy work.

Training Specialist:

- The training specialist shall have a degree in either Energy, Environment and natural resources, Forestry, Climate related sciences or geographical sciences; but also, a degree in social sciences or development studies with a clear demonstration of understanding of energy and environment related work is appropriate.
- The training specialist shall have demonstrated experience in training with experience of five years in areas of content delivery with a bias in energy or environmental conservation.

Deployments of the Team

The coordinator / team leader and key experts are not allowed to offer their services as experts to any other tenderer participating in this tender procedure. The coordinator/team leader may also be proposed as a trainer / key expert.

Efficient communication and sharing of experience within the contract must be put in place within 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 key experts out of his pool for delivering the outputs of the specific service requests of the contract. But during the implementation of the contract the contracting authority will individually assess the performance of the key experts and conduct evaluation sessions to get feedback from the participants. The contracting authority reserves the right to reject a key expert if his/her performance is not satisfactory to the contracting authority.

The contractor shall ensure that there is a back-up key expert available in the pool. Should a key expert become unavailable for any reason for more than one (1) week, the back-up key expert has to be provided at short notice. The back-up key expert shall continue the implementation at the required standards.

The coordinator may also be part of the training pool as long as the number of experts does not exceed a maximum number of 6 experts.

1.2.2 Equipment and materials

Field data collection equipment such as GPS, Cameras, etc are some of the resources the contractor will need to mobilise. Others include GIS shape files from base frames for natural resource mapping. The contractor will meet the cost of these resources.

A compilation of the required training materials for effective content delivery will be generated by the consultant. Enabel will meet the cost of procuring the training materials and cost of hiring venues as well as facilitation of participants.

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 will sign the award letter = ‘mandataries’ / who are mandated to represent the company 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 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- 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 the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003², as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.
Belgian Official Gazette of 1 July 1999.

² Belgian Official Gazette of 18 November 2008.

Organisation³ 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.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

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 contracts⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁶;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁷;
- 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.

³ <http://www.ilo.org/ilolex/french/convdsp1.htm>.

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

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

See also: <https://www.enabel.be/content/privacy-notice-enabel>

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 will lead to the rejection of the application or the tender.

Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the 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 will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. 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 will 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.

The framework contract sets out a general description of the tasks. When the contracting authority decides to contract specific services, a more detailed description of tasks will be set out in a request for specific services that will be sent to the Contractor in the form of a Work Order.

In a work order:

- a) The work is ordered for a total number of days and is divided into a number of specific tasks.
- b) The contracting authority specifies maximum price, including all expenses, as well as timing.
- c) The contracting authority specifies the different tasks to be executed in specific terms of reference. Those terms of reference set out:
 - General information (intervention name, organization to be supported, type and topic of support, number of days, timing, responsible persons for the course/workshop within the beneficiary organization and within the contracting authority)
 - Introduction to the organization
 - Analysis overview of the service to be delivered
 - Purpose / goal (what organizational improvement goal is driving this service? What will the benefit or Return on Investment (ROI)? For training: What is the skill gap? What skills will this training deliver? What evaluation approach will be used?)
 - For training services:
 - Target group (who will be trained/ what is the group size? participants details, how many trainings will there be and how long will they last? what are knowledge and skill prerequisites?)
 - Methodology (what methodology (content and learning approach) is being proposed? What content has been suggested? resources required)
 - Additional information

The contracting authority reserves the right to submit service requests for other Enabel projects in Uganda. In that case, invoice(s) will mention the name and code of the project, as well as the name of the contract manager and the reference to the service request stated in the work order form(s).

The work order is developed by the contracting authority and addressed to the Contractor either by registered letter, or by email, or by any other means through which the date of dispatch can be determined unambiguously. The work order form is signed by the contracting authority.

The Contractor confirms to the managing official the implementation of the work order. This is

done by a simple letter or email message confirming receipt of the work order and confirming the name of the trainer / key expert who is to perform the work order (chosen among the experts proposed in the tender). This confirmation is realised within 5 calendar days from the date of dispatch of the work order.

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

The Contractor must be able to start the performance within 14 (fourteen) calendar days following the date of confirmation of the implementation of the work order. The closure of the Contractor's business for annual holidays is not included in this calculation. The contracting authority reserves the right to extend the start of the performance period based on a written demand and justification of the Contractor. When the contracting authority estimates that the demand is founded or partially founded, it shall communicate to the Contractor which extension of the period is accepted.

Once the Contractor confirmed the implementation of the work order, the assigned trainer / key expert fills in the certificate of availability and the declaration of conflict of interest and dispatches, signs it and addresses the original to the Contractor before the start of the implementation.

3.2 Scope of the contract

3.2.1 Subject-matter

This services procurement contract consists in the performance of consultancy services to update, formulate and train in policy guidelines and tools, in conformity with the conditions of these Tender Specifications.

3.2.2 Variants

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

3.3 Duration of the contract

The procurement contract has a fixed term and it starts upon award notification and lasts fifteen (15) calendar months.

3.4 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 a maximum value, for the entire duration of the framework contract, including any renewals. This can under no circumstance create legitimate expectations on the part of the Contractor that the contracting authority will place

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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.

Based on historical data and considering the maximum quantities for the duration of the contract, as well as the maximum unit price of EUR 465, the estimated maximum value of the contract is indicated below.

Quantities will be determined in order forms. The presumed quantities are given below for information purposes only:

Estimated maximum value for the contract: 93,000 EUR

	Estimated maximum number of person days	Estimated maximum amount
Estimates for the whole duration of the contract	200	93,000

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

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 will 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 will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

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

4.5 Intellectual property (Art. 19 to 23)

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

4.6 Performance bond (Art. 25 to 33)

A Performance bond is not required at the level of the framework contract but at the level of the Order Forms thereunder, insofar as the implementation period exceeds 45 calendar days or the value exceeds 50 000 EUR.

The performance bond is set at 5 % of the total value, excluding VAT, of the procurement contract. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions.

As a derogation from Article 26, the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of procurement contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office Fill out the form

https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcdek@minfin.fed.be

After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;

4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

This proof must be provided as applicable by submission to the contracting authority of:

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution or the insurance company; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution company granting a guaranty.

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

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

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

Request by the contractor for the acceptance procedure to be carried out:

- 1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond;
- 2° For the final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

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 will 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 will 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 will 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 fifteen calendar months as from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

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

The services will be performed at the following address:

The services will be performed in the five districts of Kiryandongo, Terego, Madiokollo, Yumbe and Adjumani, in Uganda.

4.11 Inspection of the services (Art. 150)

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will 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 will 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 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 will 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 nonobservance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will 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° will 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 will 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 will closely follow up the services during performance.

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

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 will 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 will be drawn up, depending on the case.

The acceptance specified above is final.

4.15.2 Acceptance costs

Not Applicable

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

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

Enabel Uganda

Finance Coordinator

Tender Specifications – Procurement reference number UGA20001-10010

Legacy Towers, Wing B, 1st Floor,
Nakasero, Kyadondo Road, Plot 5

Only services that have been performed correctly may be invoiced. A payment corresponding to 100% of the value of the given order form will be made following the acceptance of the services and the correct invoicing thereof.

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.

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in EUROS.

No advance may be asked by the contractor and the payment will 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 will 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 contract is 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 will 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 **26th May 2022** inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to UGA_CSC_CONTRACTS@enabel.be with copy to christine.akugizibwe@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

Until the notification of the award decision no information will 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 contract notice or the Tender Specifications that are published in the Belgian Public Tender bulletin 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

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

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)
- Quality management (max. 1 page)
- Project management (max. 1 page)
- 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 will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

In accordance with Article 37 of the Royal Decree of 18 April 2017, 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/her 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 price:

- Fees, per diems, accommodation costs, meals, insurance costs, visa costs (if applicable).
- IT-material of the trainer (lap-top, projector),
- Information packs for the participants, both on paper and electronically, containing all training needs, 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.
- Where applicable, the measures imposed by occupational safety and worker health legislation;

Local travel costs for the trainer(s) between the offices of the trainers and the training site(s) will be organised and paid by Enabel. Local travel days will be considered in the work orders as follows:

- For travel from Kampala to West-Nile region, Karamoja, Kabale, Kasese, and back, 1 day of travel will be considered (in each direction);
- For travel from Kampala to Fort-Portal, Hoima, Masindi, Gulu, Mubende, Kaliro, Kaliro and back, 0.5 day of travel will be considered (in each direction);
- For travel within Kampala or from Kampala to Entebbe, or from Kampala to Jinja. And any other training site around Kampala city, no travel reimbursement will be considered.

Transport and accommodation costs for the participants of trainings will be organized and paid for by Enabel.

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

The contractor is free to ensure the presence of an administrative support staff in each of the training courses organised. This administrative support cannot be invoiced separately and must be included in the lump-sum unit price per day.

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 will 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 their tender as follows:

The tenderer shall submit separately (in separate envelopes), the administrative, technical and financial proposals. The sealed envelopes containing the different proposals shall then be put together and sealed in one big envelope to be submitted to the contracting authority. For electronic submission, the tenderer shall submit the administrative, technical and financial proposals as separate email attachments.

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

It is submitted in a properly sealed envelope bearing the following information: Tender UGA20001-10010/ Framework contract for consultancy services to update, formulate and train in policy guidelines and tools – Enabel in Uganda

It may be submitted:

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

In this case, the sealed envelope is put in a second closed envelope addressed to:

Enabel, Belgian development agency

Lower Kololo Terrace, Plot 1B

P.O Box 40131, Kampala

Uganda

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 9 am to 12 pm and from 1 pm to 4 pm (see the address given under Point a) above).

Any tender shall be received by the Contracting Authority no later than **10th June 2022, 15:00, Kampala time**. Tenders that arrive late will not be accepted¹².

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

1	Sufficient Economic and Financial Capacity
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1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 30,000 EUR during the past three financial years
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in the subject-matter of the contract
Minimum Standard	Minimum of 2 assignments within the scope of the contract which were totally and successfully completed in the last 3 years

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 will 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 will be evaluated as to formal and material regularity. Irregular tenders will 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 will be evaluated as to content by an evaluation committee. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will 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 will be conducted.

Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The 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 will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will 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) will 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 and a project management plan based on the instructions given in the technical specifications. They are subject to evaluation according to the following sub-criteria:

N.	Qualitative Award Criteria	Max. Points: 40
1.	Quality of the proposed Technical Methodology	15
2.	Quality of the proposed Quality Management	5
3.	Quality of the proposed Project Management (coordination, problem management)	5
4.	Quality of the proposed Resource management Qualifications of Experts (education and experience)	15

Only tenders with scores of at least 25 points out of 40 points qualify for the financial evaluation.

- Price: 60 %;

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

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

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:

N°	Description	Unit	Weighting
1.	Tasks performed in a location without overnight stay	Person-day(s)	2
2.	Tasks performed in a location with overnight stay	Person-day(s)	5
3.	Travel without overnight stay	Person-day(s)	1
4.	Travel with overnight stay	Person-day(s)	3

Final score

The scores for the qualitative and financial award criteria will be added up. The procurement contract will 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 will 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:

“X, tender documents Enabel < UGAX, lot X” (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 < UGAX 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 will 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:

<< GDPR clauses (in case of contractor who will process personal data)

This is to be deleted in case it is not applicable.

This annex is to be used if the tenderer is a sub-contractor in the sense of GDPR regulations, a natural or legal entity that processes personal data on behalf of Enabel.

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.

1. AGREEMENT on the Processing of personal data (GDPR)

BETWEEN:

The contracting authority: Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels, Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Represented by: [...],

Hereinafter referred to as 'the contracting authority' or 'personal data controller'.

AND:

The contractor: [...], with its registered office at [...], and

which is registered with the Crossroad Bank for Enterprises under number

[.....],

Represented by: [.....],

in accordance with Article [.....] of the statutes of the company,

Hereinafter referred to as 'the contractor' or 'processor'.

The contracting authority and the contractor are referred to separately as a 'Party' and are jointly referred to as the 'Parties'.

Preamble

By decision of the [.....], the contractor was awarded a public contract in accordance with Tender Specifications no. [.....].

The needs of this public contract involve the processing of personal data within the meaning of the Belgian law on the protection of natural persons with regard to the processing of personal data and of European Regulation 2016/679 (GDPR).

The purpose of this amendment is to comply with the requirements of Article 28 of the GDPR.

The public contract conditions are not otherwise derogated, particularly in terms of the time frame and value of the public contract awarded.

Article 1: Definitions

1.1. Terms such as 'process'/'processing, 'personal data,' 'personal data controller', 'processor' and 'personal data breach' must be interpreted in light of data protection legislation. 'Data protection legislation' refers to any regulation of the European Union and/or its Member States, including, without being limited to laws, directives and regulations for the protection of personal data, in particular European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and 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.

Article 2: Subject-matter of the Agreement

2.1. During performance of the public contract, the contracting authority entrusts the contractor with the processing of personal data. The contractor undertakes to process personal data in the name of and on behalf of the contracting authority.

2.2. The contractor performs the public contract in accordance with the provisions of this Agreement.

2.3. Both Parties explicitly undertake to comply with the provisions of applicable data protection laws and to do nothing or fail to cause the other Party to violate relevant and applicable data protection laws.

2.4. The elements included in the processing are further included and clarified in Annex 1 of this Agreement. The following are particularly included in said Annex:

- a) Personal data processing activities;
- b) The categories of personal data processed;
- c) The categories of stakeholders to which the personal data of the contracting authority's relate;
- d) The purpose of the processing.

2.5. Only the personal data mentioned in Annex 1 of this Agreement may and must be processed by the contractor. In addition, personal data will only be processed in light of the purposes set out by the Parties in Annex 1 of this Agreement.

2.6. Both Parties undertake to take appropriate measures to ensure that personal data are not misused or acquired by an unauthorized third party.

2.7. In the event of a conflict between the provisions of this Agreement and those of the Tender Specifications, the provisions of this Agreement will prevail.

Article 3: Instructions of the contracting authority

3.1. The contractor undertakes to process personal data only on the documented instructions of the contracting authority and in accordance with agreed processing activities as defined in Annex 1 of this Agreement. The contractor will not process the personal data subject to this Agreement in a manner inconsistent with the instructions and provisions of this Agreement.

3.2. The contractor undertakes to process personal data in accordance with the documented instructions of the personal data controller, including for transfers of personal data to third countries or to international organisations, unless it is required under EU or Member State law. In this case, the processor informs the

personal data controller of this legal obligation prior to processing unless the relevant law prohibits such information for important public interest reasons.

3.3. The contracting authority may unilaterally make limited changes to the instructions. The contracting authority undertakes to consult with the contractor before making significant changes to the instructions. Changes affecting the content of this Agreement must be agreed by the Parties.

3.4. The contractor undertakes to immediately notify the contracting authority if it considers that the instructions received (in whole or in part) constitute a violation of the Regulations or other provisions of EU law or Member State data protection law.

Article 4: Assistance to the contracting authority

4.1. **Legal conformity** The contractor assists the contracting authority in accordance with its obligations under the Regulation, taking into account the nature of the processing and the information available to the contractor.

4.2. **Personal data breach** In the case of a personal data breach in relation to processing under this Agreement, the contractor must without undue delay after having become aware of it notify the personal data breach to the contracting authority.

At the very least, this notification should include the following information:

- (a) Nature of the personal data breach;
- (b) The categories of personal data;
- (c) The categories and approximate number of data subjects concerned;
- (d) The categories and approximate number of personal data records concerned;
- (e) The likely consequences of the personal data breach;
- (f) The measures taken or proposed to be taken by the contractor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor is required to remedy the negative consequences of a data breach as quickly as possible or to minimise other potential consequences. The contractor will immediately implement all remedies requested by the contracting authority or the relevant authorities to remedy any data

breach or other non-compliance and/or mitigate the risks associated with these events. The contractor will have to cooperate at all times with the contracting authority and observe its instructions in order to enable it to carry out an appropriate investigation into the data breach, formulate a correct response and then take appropriate action.

4.3. **Data protection impact assessment** Where applicable and where requested by the contracting authority, the contractor assists the contracting authority in carrying out the data protection impact assessment in accordance with Article 35 of the Regulation.

Article 5: Obligations of the contractor/processor

5.1. The contractor will deal with all reasonable requests from the contracting authority for the processing of personal data related to this Agreement, immediately or within a reasonable period of time (based on the legal obligations set out in the Regulation) and in an appropriate manner.

5.2. The contractor guarantees that there is no obligation arising from any applicable legislation that makes it impossible to comply with the obligations of this Agreement.

5.3. The contractor maintains complete documentation, in accordance with the law or regulations applicable to the processing of personal data carried out for the contracting authority. In particular, the contractor must keep a record of all categories of processing activities carried out on behalf of the contracting authority in accordance with Article 30 of the GDPR.

5.4. The contractor undertakes not to process personal data for any purpose other than the performance of the public contract and the fulfilment of the responsibilities of this Agreement in accordance with the documented instructions of the contracting authority; if the contractor, for whatever reason, cannot comply with this requirement, he will notify the contracting authority without delay.

5.5. The contractor will immediately inform the contracting authority, if he believes that an instruction by the contracting authority violates applicable data protection legislation.

5.6. The contractor will ensure that personal data are disclosed only to those who need it to perform the public contract in accordance with the principle of proportionality and the principle of "need to know" (i.e. data are provided only to persons who need personal data to perform the public contract as determined in the relevant Tender Specifications and this Agreement).

5.7. The contractor undertakes not to disclose personal data to persons other than contracting authority personnel who require personal data to comply with the obligations of this Agreement and

ensures that identified staff have accepted appropriate legal and contractual confidentiality obligations.

5.8. If the contractor is in breach of this public contract and the GDPR by determining the purposes and means of processing, he should be considered a personal data controller in the context of such processing.

Article 6: Obligations of the contracting authority/controller

6.1. The contracting authority will provide all necessary assistance and cooperate in good faith with the contractor to ensure that any processing of personal data is in accordance with the requirements of the Regulation, including the principles relating to the processing of personal data.

6.2. The contracting authority will agree with the contractor on the appropriate channels of communication to ensure that instructions, guidance and other communications regarding personal data that are processed by the contractor on behalf of the contracting authority are well received between the Parties. The contracting authority notifies the contractor of the identity of the single point of contact of the awarding authority that the contractor is required to contact under this Agreement. Unwritten instructions (e.g. oral instructions by telephone or in person) must always be confirmed in writing.

The point of contact of the contracting authority is: dpo@enabel.be

6.3. The contracting authority guarantees that it will not issue any instructions, guidance or requests to the contractor who does not comply with the provisions of the Regulation.

6.4. The contracting authority provides the necessary assistance to the contractor and/or his or her subsequent subcontractors to comply with a request, order, investigation or subpoena addressed to the contractor or his subsequent subcontractor(s) by a competent government or judicial authority.

6.5. The contracting authority guarantees that it will not instruct, guide or ask the contractor to compel the contractor and/or his subsequent subcontractor(s) to violate any obligation imposed by the applicable mandatory national legislation to which the contractor and/or his subcontractor(s) are subject.

6.6. The contracting authority ensures that it will cooperate in good faith with the contractor in order to mitigate the negative effects of a security incident affecting

the personal data processed by the contractor and/or his subsequent contractor(s) on behalf of the contracting authority.

Article 7: Use of subsequent subcontractors/processors

7.1. In accordance with the Tender Specifications, the contractor may use the capacity of a third party to tender for the public contract, which constitutes further subcontracting within the meaning of Article 28 of the GDPR⁸.

7.2. The contractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the contracting authority in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the

subcontracting contract. The contracting authority disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subsequent subcontracting may only be carried out if the contracting authority has not voiced any objection during said period.

7.3. The contractor will use only subsequent subcontractors who provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of this public contract, of Belgian legislation and of the GPDR and assures the rights of the data subject concerned.

7.4. When the contractor uses another subcontractor to carry out specific processing activities in the name of the contracting authority, obligations in any respect identical to those provided for in this Agreement will have to be imposed on this subsequent subcontractor; the latter in particular must provide the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Regulation.

Agreements with the subsequent subcontractor are written down. Upon request, the contractor will be required to provide the contracting authority with a copy of this contract or these contracts.

7.5. Where the subsequent subcontractor fails to fulfil his data protection obligations, the contractor shall remain fully liable to the contracting authority for the performance of the subsequent subcontractor's obligations.

⁸ To be adapted in accordance with Tender Specifications.

7.6. The contractor must pass on the specific objectives and instructions issued by the contracting authority in a precise and timely manner to the subsequent

subcontractor(s) when and where these objectives and instructions relate to the part of the processing in which the subsequent subcontractor(s) is or are involved.

Article 8: Rights of the data subject concerned

8.1. Where possible, taking into account the nature of the processing and through appropriate technical and organisational measures, the contractor undertakes to assist the contracting authority in fulfilling its obligation to respond to requests of exercise of data subject rights in accordance with Chapter III of the Regulation.

8.2. With respect to any request from the data subjects concerned in connection with their rights regarding the processing of personal data concerning them by the contracting authority and/or his subsequent subcontractor(s), the following conditions apply:

- The contractor will immediately inform the contracting authority of any request made by a data subject concerned relating to personal data that the contractor and/or his subsequent subcontractor(s) are processing on behalf of the contracting authority;
- The contractor will comply promptly and require his subsequent subcontractor(s) to promptly comply with any request from the contracting authority to comply with a request by the data subject concerned to exercise one of their rights;
- The contractor will ensure that he and his subsequent subcontractor(s) have the technical and organisational capabilities to block access to personal data and to physically destroy the data without the possibility of recovery if and when such a request is made by the contracting authority. Without prejudice to the above, the contractor retains the opportunity to consider whether the request of the contracting authority does not constitute a violation of the Regulation.

8.3. The contractor must, at the request of the contracting authority, provide all necessary assistance and provide all necessary information for the contracting authority to defend its interests in any proceeding - judicial, arbitral or otherwise - brought against the contracting authority or its staff for any violation of the fundamental rights to privacy and the protection of the personal data of the data subjects concerned.

Article 9: Security measures

9.1. Throughout the duration of this Agreement, the contractor must have appropriate technical and organisational measures in place to ensure that the processing meets the requirements of the Regulation and ensures the protection of the rights of the data subject concerned.

9.2. The contractor undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the Regulation.

9.3. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

9.4. The parties recognise that security requirements are continually evolving and that effective security requires frequent assessment and regular improvement of outdated security measures. The contractor will therefore have to continually assess and strengthen, complete or improve the measures implemented with a view to the continued compliance of his obligations.

9.5. The contractor provides the contracting authority with a complete and clear description, in a transparent and understandable manner, of how he handles its personal data (Annex 3).

9.6. In the event that the contractor changes the security measures applied, the contractor undertakes to notify so immediately to the contracting authority.

9.7. The contracting authority reserves the right to suspend and/or terminate the public contract, where the contractor can no longer provide appropriate technical and organisational measures regarding processing risks.

Article 10: Audit

10.1. The contractor acknowledges that the contracting authority is under the supervision of one Supervisory Authority or several Supervisory Authorities. The contractor acknowledges that the contracting authority and any Supervisory Authority concerned will have the right to conduct an audit at any time, and at least during the contracting authority's regular office hours, during the term of this Agreement in order to assess whether the contractor complies with the Regulation and the provisions of this Agreement. The contractor provides the necessary cooperation.

10.2. This auditing right may not be used more than once in a calendar year, unless the contracting authority and/or the Supervisory Authority has reasonable grounds to assume that the contractor is acting in conflict with this Agreement and/or the provisions of the Regulation. The restriction of the right of control does not apply to the Supervisory Authority.

10.3. At the written request of the contracting authority, the contractor will provide the contracting authority or the relevant Supervisory Authority with access to the relevant parts of the contractor's administration and to all places and information of interest to the contractor (as well as, applicable to those of its agents, subsidiaries and subsequent subcontractors) to determine whether the contractor complies with the Regulation and provisions of this Agreement. At the request of the contractor, the parties concerned agree to a confidentiality agreement.

10.4. The contracting authority must take all appropriate measures to minimise any obstruction caused by the audit on the day-to-day functioning of the contractor or the services performed by the contractor.

10.5. If there is agreement between the contractor and the contracting authority on a significant breach in compliance with the Regulation and/or the Agreement, as reported in the audit, the contractor will remedy this breach as soon as possible. Parties may agree to put in place a plan, including a timetable for implementing the plan, to address the gaps revealed by the audit.

10.6. The contracting authority will cover the costs of any audit carried out within the meaning of this article. Without prejudice to the above, the contractor will bear the costs of his employees. However, where the audit has revealed that the contractor is clearly not in compliance with the Regulation and/or provisions of this Agreement, the contractor bears the costs of said audit. The costs of re-compliance with the Regulation and/or the provisions of this Agreement are borne by the contractor.

Article 11: Transfers to third parties

11.1. The transmission of personal data to third parties in any way is in principle prohibited, unless required by law or if the contractor has obtained explicit authorisation from the contracting authority to do so.

11.2. In the event that a legal obligation applies to the transfer of personal data, which is the subject of this Agreement, to third parties, the contractor shall inform the contracting authority before the transfer.

Article 12: Transfer outside the EEA

12.1. The contractor will process personal data from the contracting authority only in a location in the EEA.

12.2. The contractor shall not process or transfer the personal data of the contracting authority, or process them himself or through third parties, outside the European Union, unless after express and explicit prior authorisation from the contracting authority.

The contractor will have to ensure that no access to the personal data of the contracting authority by a third party in any way leads to the transfer of these data outside the European Union.

Article 13: Behaviour towards national government and judicial authorities

13.1. The contractor will immediately notify the contracting authority of any request, injunction, investigation or subpoena of a competent national government or judicial authority addressed to the contractor or its subsequent subcontractor(s) that involves the disclosure of personal data processed by the contractor or a subsequent subcontractor for and on behalf of the contracting authority or any data and/or information relating to that processing.

Article 14: Intellectual property rights

14.1. All intellectual property rights relating to personal data and databases containing such personal data are reserved for the contracting authority, unless otherwise agreed between the Parties.

Article 15: Confidentiality

15.1. The contractor undertakes to guarantee the confidentiality and processing of personal data.

15.2. The contractor ensures that employees or subsequent subcontractors authorised to process personal data have committed to conducting the processing confidentially and are also bound by a contractual obligation of confidentiality.

Article 16: Liability

16.1. Without prejudice to the public contract, the contractor is only liable for the damage caused by the processing if he has not complied with the obligations of the Regulation specifically for subcontractors or if he acted outside or contrary to the legal instructions of the contracting authority.

16.2. The contractor is liable for the payment of administrative fines resulting from a violation of the Regulation.

16.3. The contractor will be exempt from liability only if he can prove that he is not responsible for the event that caused a violation of the Regulation.

16.4. If it appears that the contracting authority and the contractor are responsible for the damage caused by the processing of personal data, both Parties will be liable and will pay damages, in accordance with their individual share of liability for the damage caused by the processing.

Article 17: End of contract

17.1. This Agreement applies as long as the contractor processes personal data in the name and on behalf of the contracting authority under this public contract. If the public contract ends, this Agreement will also end.

17.2. In the event of a serious breach of this Agreement or the applicable provisions of the Regulation, the contracting authority may order the contractor to terminate the processing of personal data with immediate effect.

17.3. In the event of termination of the Agreement, or if the personal data are no longer relevant to the provision of services, the contractor will, by decision of the contracting authority, remove all personal data or return them to the contracting authority and delete personal data and other copies. The contractor will provide proof in writing, unless applicable legislation requires the storage of personal data. Personal data will be returned to the contracting authority free of charge, unless otherwise agreed upon.

Article 18: Mediation and competence

18.1. The contractor agrees that if the data subject concerned alleges claims for damages under this Agreement, the contractor will accept the decision of the data subject concerned:

- To refer the dispute to mediation with an independent person
- To refer the dispute to the courts of the place of establishment of the contracting authority

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18.2. The Parties agree that the choice made by the data subject concerned will not infringe on the substantial or procedural rights of the data subject concerned to seek redress in accordance with other provisions of applicable national or international law.

19.1. Any dispute between the Parties over the terms of this Agreement must be brought before the appropriate courts, as determined in the main agreement.

Thus, agreed on the [.....] and established in two copies of which each Party acknowledges having received a signed copy.

FOR THE CONTRACTING AUTHORITY

FOR THE CONTRACTOR

Name: [.....]

Name: [.....]

Function: [.....]

Function: [.....]

Annex 1: Description of personal data processing activities by the contractor⁹

1. Processing activities carried out by the subcontractor

Subject matter of processing:

Nature of processing: *[For instance, organisation, consultation, storage and collection, etc.]*

Duration of the processing:

Purpose of the processing:

2. The categories of personal data that the subcontractor will process on behalf of the controller (where applicable (* indicate as appropriate)).

- ☐ Personal identification data (e.g. name, address and telephone, etc.)
- ☐ Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)
- ☐ Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)
- ☐ Biometric identification data (e.g. fingerprints, iris scan, etc.)

-
- ☐ Copies of identity documents
 - ☐ Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)

⁹ To be filled out by the contracting authority and the contractor.

- ☐ Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
- ☐ Physical data (e.g. height, weight, etc.)
- ☐ Habits of life
- ☐ Psychological data (e.g. personality, character, etc.)
- ☐ Family composition
- ☐ Leisure and interests
- ☐ Memberships
- ☐ Consumption habits
- ☐ Education and training
- ☐ Career and occupation (e.g. function, title, etc.)
- ☐ Images/photos
- ☐ Sound recordings
- ☐ National Social Security Register Number/Identification Number
- ☐ Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)
- ☐ Other categories of data, <Describe>

3. The special categories of personal data that the subcontractor will process on behalf of the controller (where applicable) (indicate as appropriate)

- ☐ Special categories of personal data (Art. 9 GDPR)
 - o Data revealing racial or ethnic origin
 - o Data concerning sexual orientation
 - o Political opinions
 - o Trade union membership
 - o Religious or philosophical beliefs
- ☐ Data concerning health (Art. 9 DGPR)
 - o Physical health

- Mental health o Risk situations and risk behaviours o Genetic data o Healthcare data
- ☐ Judicial data (Article 10 of the general data protection law) o Suspensions and indictments o Convictions and sentences o Judicial measures o Administrative sanctions o DNA data

4. The categories of data subjects concerned (*indicate as appropriate)

- ☐ (Potential)/(former) clients
If yes, <describe>
- ☐ Applicants and (former) employees, interns, etc.
If yes, <describe>
- ☐ (Potential)/(former) suppliers
If yes, <describe>
- ☐ (Potential)/(former) (business) partners
If yes, <describe>
- ☐ Other category
If yes, <describe>

5. Extent of processing (number of records/number of data subject concerned)

<Describe>

6. Period of use and period for which the (various categories of) personal data are stored:

<Describe>

7. Processing place

<Describe>

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If processing is outside the EEA, please specify the appropriate guarantees that are put in place

<Describe>

8. Use of subsequent subcontractors/processors:

<Describe>

9. Contact details of the responsible contact person at the controller's

Name:	
Title:	
Telephone number:	
E-mail:	
Name: ¹⁰	
Title:	
Telephone number:	
E-mail:	

10. Contact details of the responsible contact person at the processor's:

Name:	
Title:	
Telephone number:	

¹⁰ Identify the person responsible of the project/department/other as appropriate

E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	

Annexe 2: Security of processing¹¹

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.¹²

In order to ensure a level of security adapted to the risk, given the state of knowledge and the nature, scope, context and purposes of the processing, as well as the risks, of varying degree of probability and severity, of processing for the rights and freedoms of natural persons, the contractor implements appropriate technical and organisational measures.

These security measures comprise the following, among others:

- [Describe]

¹¹ To be filled out by contractor

¹² Consideration 81 of the GDPR

6.3 Procedural Documents – Tender Forms

6.3.1 ADMINISTRATIVE PROPOSAL

Legal Identification forms

I. PERSONAL DATA FAMILY NAME(S) ① FIRST NAME(S) ① DATE OF BIRTH JJ MM YYYY PLACE OF BIRTH (CITY, VILLAGE) COUNTRY OF BIRTH TYPE OF IDENTITY DOCUMENT IDENTITY CARD PASSPORT DRIVING LICENCE ② OTHER ③ ISSUING COUNTRY IDENTITY DOCUMENT NUMBER PERSONAL IDENTIFICATION NUMBER ④ PERMANENT PRIVATE ADDRESS POSTCODE P.O. BOX CITY REGION ⑤ COUNTRY PRIVATE PHONE PRIVATE E-MAIL			
II. BUSINESS DATA <div style="text-align: right;">If YES, please provide business data and attach copies of official supporting documents</div>			
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ? YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY		

DATE	SIGNATURE
------	-----------

-
- 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.

Legal person entity private/public legal body

OFFICIAL NAME ②			
ABBREVIATION			
MAIN REGISTRATION NUMBER ③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION		CITY	COUNTRY
DATE OF MAIN REGISTRATION		DD	MM YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

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)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION TYPE		FOR PROFIT		
		NOT FOR PROFIT NGO ^② YES NO		
MAIN REGISTRATION NUMBER ^③				
SECONDARY REGISTRATION NUMBER (if applicable)				
PLACE OF MAIN REGISTRATION		CITY		COUNTRY
DATE OF MAIN REGISTRATION		DD MM YYYY		
VAT NUMBER				
ADDRESS OF HEAD OFFICE				
POSTCODE		P.O. BOX		CITY
COUNTRY		PHONE		
E-MAIL				
DATE		STAMP		
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

<u>BANKING DETAILS</u>

ACCOUNT NAME ¹³	
IBAN/ACCOUNT NUMBER ¹⁴	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

¹³ 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.

¹⁴ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

Subcontractors

Name and legal form	Address / Registered office	Object

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° involvement 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, humanrights violations, the destabilisation of sovereign states and de 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:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctionseurop%C3%A9ennes-ue>

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions_en https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf 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 or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

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

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

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

Place, date

Economic and financial capacity Form

Financial Statement

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

Financial data	Year- 2 € or NC	Year- 1 € or NC	Last year € or NC	Average € or NC
Annual turnover, excluding this public contract ¹⁵				

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 will do

¹⁵ Last accounting year for which the entity's accounts have been closed.

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignments <u>totally</u> performed	Completion date in the last 3 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

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.

<i>Name of expert</i>	<i>Proposed position</i>	<i>Educational background – formal qualification</i>	<i>Educational background – training on and coaching</i>	<i>Years of experience with relevant capacity needs analysis provision</i>	<i>Specialist areas of knowledge</i>
	<i>Coordinator / Team leader</i>				
	<i>Expert 1</i>				
	<i>Expert 2</i>				
	<i>Expert 3</i>				
	<i>Expert 4</i>				
	<i>Expert 5</i>				

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 will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

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

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

N°	Description	Unit	Lump-sum unit prices exc. VAT*
1.	Tasks performed in a location without overnight stay	Person-day(s)	€
2.	Tasks performed in a location with overnight stay	Person-day(s)	€
3.	Travel without overnight stay	Person-day(s)	€
4.	Travel with overnight stay	Person-day(s)	€
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: