



Tender Specifications

Public procurement contract for the provision of consultancy services for the design, development, installation, configuration, deployment, testing and user training for the Labour Administration and Management System.

Negotiated procedure without prior publication

Reference number: UGA21003-10074

Navision code: UGA21003

Table of Content

1	Technical Specifications	6
1.1	Requirements for the services and the deliverables	6
1.2	Quality Management	22
1.3	Project management	22
1.3	Requirements for the resources	24
1.3.1	Human Resources	24
1.3.1.1	Selection of the team.....	24
1.3.1.2	Qualifications of the Team.....	25
1.3.1.3	Management of the Team	27
1.3.1.4	Deployments of the Team	28
2	General provisions	30
2.1	Derogations from the General Implementing Rules.....	30
2.2	Contracting authority	30
2.3	Institutional setting of Enabel.....	30
2.4	Rules governing the procurement contract.....	31
2.5	Definitions.....	32
2.6	Processing of personal data by the contracting authority and confidentiality	34
2.6.1	Processing of personal data by the contracting authority	34
2.6.2	Confidentiality	34
2.7	Deontological obligations	34
2.8	Applicable law and competent courts	36
3	Modalities of the contract	37
3.1	Type of contract.....	37
3.2	Scope of the contract.....	37
3.2.1	Subject-matter	37
3.2.2	Items	37
3.2.3	Variants.....	37
3.3	Duration of the contract.....	37
4	Special contractual provisions	38
4.1	Managing official (Art. 11)	38
4.2	Subcontractors (Art. 12 to 15)	39
4.3	Confidentiality (art. 18).....	39
4.4	Protection of personal data	40
4.4.1	Processing of personal data by the contracting authority	40
4.4.2	Processing of personal data by a subcontractor	40
4.5	Intellectual property (Art. 19 to 23)	41
4.6	Performance bond (Art. 25 to 33)	41

4.7 Conformity of performance (Art. 34).....	43
4.8 Changes to the procurement contract (Art. 37 to 38/19)	43
4.8.1 Replacement of the contractor (Art. 38/3).....	43
4.8.2 Adjusting the prices (Art. 38/7)	44
4.8.3 Indemnities following the suspensions ordered by the contracting authority	44
during performance (Art. 38/12).....	44
4.8.4 Unforeseen circumstances	45
4.9 Preliminary technical acceptance (Art. 42).....	45
4.10 Performance modalities (Art. 146 et seq.)	45
4.10.1 Deadlines and terms (Art. 147).....	45
4.11 Inspection of the services (Art. 150).....	46
4.12 Liability of the service provider (Art. 152-153).....	46
4.13 Zero tolerance Sexual exploitation and abuse	47
4.14 Means of action of the contracting authority (Art. 44-51 and 154155).....	47
4.14.1 Failure of performance (Art. 44).....	48
4.14.2 Fines for delay (Art. 46 and 154)	48
4.14.3 Measures as of right (Art. 47 and 155)	49
4.15 End of the procurement contract.....	49
4.15.1 Acceptance of the services performed (Art. 64-65 and 156)	49
4.15.2 Invoicing and payment of services (Art. 66 to 72 – 160)	50
4.16 Litigation (Art. 73).....	51
5 Procurement procedure	53
5.1 Type of procedure	53
5.2 Publication	53
3.2.1 Enabel publication	53
5.3 Information.....	53
5.4 Preparation and Submission of Tenders.....	54
5.4.2 Submission of tenders	56
5.4.3 Change or withdrawal of a tender that has already been submitted	57
5.5 Opening and evaluation of Tenders	58
5.5.1 Opening of tenderers.....	58
5.5.2 Evaluation of Tenders.....	58
5.5.2.1 Selection of tenderers	58
5.5.2.2 qualitative and financial evaluation of tenders	59
5.6 Award and Conclusion of Contract	61
5.6.1 Awarding the contract	61
5.6.2 Concluding the contract.....	61

6	Annexes	63
6.1	Technical documents.....	63
6.2	Contractual Documents.....	63
6.3	Procedural Documents – Tender Forms.....	64
6.3.3	FINANCIAL PROPOSAL.....	78

DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES

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

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

1 Technical Specifications

1.1 Requirements for the services and the deliverables

1.1.1 Technical methodology

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

1.1.1.2 Background information

These terms of reference apply to a 5-year Thematic Portfolio on Decent Work and Social Protection (DW & SP) which is being implemented in Uganda with funding from the Kingdom of Belgium. The Ministry of Gender, Labour and Social Development jointly execute the project. The long-term ambition of this project is to improve the living conditions and resilience of the most vulnerable populations in the Great Lakes region by investing in social protection systems and decent work, as well as contributing to the promotion of their sustainable and inclusive socioeconomic development. The specific objective is that women and young people of working age in the Great Lakes region have an increased opportunity to engage in decent work, are better protected by labour rights and benefit from social protection and more inclusive social dialogue. This Portfolio is contributing to two strategic objectives of the third National Development Plan (NDP III) aiming at “Increasing Household Incomes and Improving Quality of Life of Ugandans”, namely (i) to strengthen the private sector to create jobs and (ii) to enhance productivity and social wellbeing of the population.

The second result area of the DW and SP Thematic Portfolio aims at making the fundamental principles and rights at work for workers in the formal and informal economy better respected, protected and fulfilled. Standards and rights at work cover topics such as freedom of association, the right to collective bargaining, the prohibition of all forms of forced labour, elimination of the worst forms of child labour, non-discrimination in employment (equal pay for equal work) and health and safety.

Partner background information

The Department of Labour, Industrial Relations and Productivity under the Ministry of Gender, Labour and Social Development manages the settlement of Labour complaints and disputes, registration of labour unions, workers’ compensation matters including inspection of workplaces. Section 12 of the Employment Act 2006 provides for reporting of any matter related to neglect or refusal to fulfil terms of contract by any aggrieved party to the Labour Office.

Furthermore, Section 13 of the Employment Act 2006 gives the Labour officer powers to settle any complaint/dispute by way of conciliation/mediation, arbitration, adjudication or such other procedures he or she thinks appropriate. In addition, Section 10 of the same Act provides for powers related to Labour inspection mainly for securing enforcement of legal provisions and supply of technical information and advice to stakeholders.

It is also worth noting that section 93 of the Employment Act 2006, provides that a Labour Officer has authority to hear and settle complaints of any person alleging an infringement of any provisions in the Act. Furthermore, section 3 of the Labour Disputes (Arbitration and Settlement) Act 2006 provides for reporting of labour disputes to the Labour officer by a party to the dispute. All the above provisions involve the management of data and information, from the point a complaint is lodged through registration and updating actions by various officers, and follow-up actions on the cases undergoing settlement through either mediation, conciliation or adjudication/arbitration at various levels.

The number of labour complaints/disputes reported to the Labour Office (both at the Ministry and Local Government) involve largely the vulnerable and marginalized workers. The number of aggrieved workers received in labour offices both at the national level and local Government levels and at the industrial court has continued to escalate upwards. The majority of the workers are vulnerable because of the difference in power relations between them and their employers. The Ministry's annual labour report for the years 2016/2017 – 2017/2018 revealed that in FY 2016/17, a total of 5,159 complaints were registered, of which 850 were registered at headquarters and 4,309 registered in 31 District labour offices while in FY 2017/18, a total 4,976 complaints were registered of which 3,342 were males and 1,622 were females. The report could not provide information from all the districts due to inadequate systems and structures for data management and reporting. The case backlog of the Ministry at the end of FY 2019/20 stood at 486 cases. Furthermore, according to the paper presented at the Annual National Labour Convention 2024 the case backlog at the Industrial Court stood at 2115 cases. The case backlog is expected to increase, as each labour officer in the country handles an average of 10 cases daily. By the end of FY 2024/24, a total of 553 labour complaints and cases were registered and settled at the Ministry according to Ministerial Policy Statement for the FY 2024/2025

Section 10 of the Workers Compensation Act Cap 225 requires an employer to report injuries suffered and diseases incurred in the course of employment to the Labour officer. The procedures for cases under the Workers Compensation Act also generate a lot of information that requires a proper system for registration and management up to the point the worker is

Tender Specifications – Procurement procedure reference UGA21003-10074

discharged, treated and compensated for any permanent incapacities arising from the accident. The same Act establishes the Medical Arbitration Board to settle disputes of assessment of permanent incapacities between the employees and employers, in addition to computation of claims and ensuring that the claims are settled by the employers. Furthermore, the same Act provides for the computation of claims, which are eventually sent to the employers for settlement in line with provisions under Sections 3 and 24 of the Act.

Furthermore, section 50 of the Labour Unions Act, 2006, requires all registered labour unions to submit annual returns to the Registrar, which include among others, union membership per branch, balanced sheet, meetings held, and list of union unions.

At the Ministry headquarters, District Labour officers, management of the labour complaints and disputes data is still a big problem not only because of a lack of appropriate technical systems and procedures but also due to inadequate knowledge and skills among the users and experts to handle the data management cycle well.

Rationale for development of the Labour Administration and Management Information System (LAMIS)

In Uganda, the absence of a comprehensive labour administration and management information system poses significant challenges for the effective registration, maintenance, and dissemination of information related to labour disputes and complaints settlement. This absence not only impedes the ability of MGLSD to monitor and evaluate progress in resolving cases across the country but also hampers the reporting and tracking of cases referred to the District Labour offices, Ministry of Gender, Labour and Social Development and the Industrial Court for adjudication. The lack of a centralized labour administration and management information system (LAMIS) results in several critical issues as noted below:

1. **Limited Oversight and Monitoring:** Without a centralized system, there is no mechanism for the Commissioner of Labour and labour offices to systematically track the status of labour disputes and complaints settlement nationwide. This lack of oversight hinders their ability to identify trends, allocate resources effectively, and ensure timely resolution of cases.
2. **Inefficient Case Management:** Labour officers rely on manual, paper-based processes for registering and managing labour disputes and complaints. This manual approach is time-consuming, prone to errors, and lacks consistency, leading to delays and inefficiencies in case resolution.
3. **Poor Reporting and Accountability:** The absence of a standardized reporting framework makes it challenging to compile accurate and timely reports on labour dispute resolution

activities. This hampers accountability and transparency in labour administration and undermines stakeholders' confidence in the effectiveness of the system.

4. **Limited Access to Information:** Stakeholders, including employers, employees, legal practitioners, and researchers, lack access to comprehensive and up-to-date information on labour disputes and complaints settlement. This impedes their ability to make informed decisions, understand labour market dynamics, and advocate for their rights effectively.
5. **Impeded Legal Process:** The lack of an integrated system for tracking cases referred to the District Labour offices, Ministry of Gender, Labour and Social Development and the Industrial Court for adjudication results in delays, and potential miscarriages of justice. Without proper documentation and monitoring, cases may fall through the cracks or experience unnecessary delays in the legal process.

To address these challenges, there is a critical need for the development and implementation of a robust Labour Administration and Management Information System (LAMIS). Such a system would facilitate the registration, tracking, and resolution of labour disputes and complaints, enhance reporting and accountability mechanisms, and improve access to information for all stakeholders involved in labour administration and dispute resolution processes.

Furthermore, the establishment of a robust Labour Administration and Management Information System (LAMIS) in Uganda is critical for promoting efficient labour governance, enhancing compliance with labour laws, and improving the overall management of labour-related data.

1.1.1.3 Objective of the assignment

The main objective of the consultancy is to design, develop, implement and deploy a scalable Labour Administration and Management Information System that integrates and automates labour administration processes, improves data management, and supports effective decision-making.

Specific objectives

1. **System Development:** Design and deploy a robust LAMIS that integrates various labour administration functions.
2. **Data Management Improvement:** Enhance data collection, storage, and retrieval processes.
3. **Reporting Enhancement:** Provide tools for generating accurate and timely reports.

Tender Specifications – Procurement procedure reference UGA21003-10074

4. Capacity Building: Train MoGLSD staff and other users on system utilization and maintenance.
5. Support and Maintenance: Ensure ongoing technical support and system updates.

1.1.1.4 Tasks

The contractor shall undertake the following key activities to ensure the successful development, deployment, and adoption of the information system;

No.	Component	Objective	Activities	Deliverables
1.	Inception phase			
a.	Inception phase	Establish a comprehensive project foundation, align with stakeholder expectations, and outline a clear roadmap for successful implementation.	<ul style="list-style-type: none"> • Project Kick off Meeting: The contractor shall conduct a meeting with all key stakeholders, including MoGLSD staff, labour inspectors, and project team members, to initiate the project and ensure alignment on objectives and timelines. • Initial Research and Analysis: The contractor shall gather and review any existing documentation, policies, and previous studies relevant to the project to inform planning and ensure alignment with MoGLSD objectives. • Stakeholder mapping and engagement Strategy: The contractor shall identify all relevant stakeholders and create a detailed engagement plan to ensure effective communication and collaboration throughout the project lifecycle. • Project Scope Definition: The contractor shall clearly define the project's scope, including deliverables, key milestones, and constraints, in consultation with stakeholders. 	<ul style="list-style-type: none"> • Kickoff Meeting Summary: Document key decisions, action items, and stakeholder roles. • Stakeholder Engagement Plan: Outline how and when stakeholders will be engaged. • Project Scope Document: Clearly defined project scope, milestones, and deliverables. • Risk Management Plan: Identified risks and

			<ul style="list-style-type: none"> • Risk assessment and mitigation planning: The contractor shall identify potential risks to the project's success and develop mitigation strategies. • Drafting the inception report: The contractor shall summarize all the findings, the detailed project plan, scope, timelines, resource allocation, risk mitigation strategies, and stakeholder engagement strategies in the inception report. 	<p>corresponding mitigation strategies.</p> <ul style="list-style-type: none"> • Inception Report: Comprehensive document summarizing the project's objectives, plan, stakeholder engagement strategy, and risk management.
2.	Requirements Gathering			
a.	Stakeholder Meetings	Identify the needs and expectations of stakeholders	<ul style="list-style-type: none"> • Interviews: The contractor shall conduct one-on-one interviews with MoGLSD staff, labour inspectors, and other key stakeholders to gather detailed requirements. 	Interview Summaries
<ul style="list-style-type: none"> • Workshops: The contractor shall organize workshops to facilitate group discussions, obtain consensus, and explore specific use cases. 			Workshop Notes	
<ul style="list-style-type: none"> • Surveys: The contractor shall distribute surveys to a broader audience to collect additional feedback and requirements. 			Survey Results	
b.	Document Functional Requirements	Define system functionalities and user interactions	<ul style="list-style-type: none"> • Functional Specifications Document: The contractor shall create a comprehensive document outlining specific functionalities of the system, including user roles, permissions, and workflows. 	Functional Specifications Document

			<ul style="list-style-type: none"> • User Stories and Use Cases: The contractor shall develop detailed user stories and use cases to illustrate how different users will interact with the system. 	User Stories and Use Cases
			<ul style="list-style-type: none"> • Requirements Review: The contractor shall review and validate the functional requirements with stakeholders to ensure completeness and accuracy. 	Validated Requirements
c.	Technical Requirements	Establish technical foundation for development	<ul style="list-style-type: none"> • System Architecture: The contractor shall define the overall system architecture, including data flow, system modules, and integration points. 	System Architecture Diagram
			<ul style="list-style-type: none"> • Hardware Specifications: The contractor shall identify necessary hardware requirements such as servers, storage, and network infrastructure. 	Hardware and Software Specifications Document
			<ul style="list-style-type: none"> • Software Specifications: The contractor shall specify software requirements, including operating systems, databases, and development tools. 	
3.	System Design			
a.	System Architecture	Design a robust and scalable system architecture	<ul style="list-style-type: none"> • Database Design: The contractor shall develop the database schema, including tables, relationships, and indexes to support the system's data storage needs. 	Database Schema

			<ul style="list-style-type: none"> • System Modules: The contractor shall define and design system modules such as user management, reporting, and data analysis. 	System Modules Definition
			<ul style="list-style-type: none"> • Integration Points: The contractor shall identify and design integration points with existing systems, ensuring data consistency and interoperability. 	Integration Design Document
b.	User Interfaces	Design user-friendly interfaces for different roles	<ul style="list-style-type: none"> • Wireframes and Prototypes: The contractor shall create wireframes and interactive prototypes to visualize the system's interface and user interactions. 	Wireframes and Prototypes
			<ul style="list-style-type: none"> • User Experience (UX) Design: The contractor shall focus on usability principles to ensure the interfaces are intuitive and accessible. 	UX Design Document
			<ul style="list-style-type: none"> • Feedback Sessions: The contractor shall conduct feedback sessions with potential users to refine and validate interface designs. 	Feedback Summary
c.	Integration	Ensure seamless integration with existing systems	<ul style="list-style-type: none"> • Integration Requirements: The contractor shall define integration requirements and protocols for connecting with existing systems. 	Integration Requirements Document
			<ul style="list-style-type: none"> • API Development: The contractor shall develop APIs or other integration mechanisms to facilitate data exchange between systems. 	APIs
			<ul style="list-style-type: none"> • Testing Integration: Test the integration points to ensure data flow and system interoperability are functioning correctly. 	Integration Test Report
4.	Development and Implementation			

a.	Software Development	Build and configure the system according to design	<ul style="list-style-type: none"> • Coding: The contractor shall write codes for both front-end and back-end development based on the system design. 	Developed Code
			<ul style="list-style-type: none"> • Unit Testing: The contractor shall conduct unit tests to ensure that individual components function as expected. 	Unit Test Reports
			<ul style="list-style-type: none"> • Debugging: The contractor shall identify and fix bugs or issues discovered during the development phase. 	Debugging Logs
b.	System Configuration	Configure system settings and user permissions	<ul style="list-style-type: none"> • System Settings: The contractor shall configure system parameters, including security settings, data retention policies, and user access controls. 	Configured System Settings
			<ul style="list-style-type: none"> • User Roles and Permissions: The contractor shall set up user roles and permissions to control access to different system functionalities. 	User Roles and Permissions Setup
c.	Data Migration	Migrate existing data while maintaining integrity	<ul style="list-style-type: none"> • Data Mapping: The contractor shall map existing data to the new system's data structures to ensure proper alignment. 	Data Mapping Document
			<ul style="list-style-type: none"> • Data Extraction and Transformation: The contractor shall extract and transform data from existing systems to match the new system's format. 	Extracted and Transformed Data
			<ul style="list-style-type: none"> • Data Import: The contractor shall import data into the new system and validate the accuracy and integrity of the imported data. 	Data Import Validation Report
5.	Testing and Quality Assurance			

a.	Testing Plan	Develop a comprehensive testing plan	<ul style="list-style-type: none"> • Test Scenarios: The contractor shall develop detailed test scenarios and cases for functional, integration, and performance testing. 	Testing Plan Document
			<ul style="list-style-type: none"> • Test Scripts: The contractor shall create automated test scripts where applicable to facilitate efficient testing. 	Test Scenarios and Scripts
			<ul style="list-style-type: none"> • Test Execution: The contractor shall execute tests as per the plan, documenting results and any issues encountered. 	Test Execution Report
b.	User Acceptance Testing (UAT)	Validate the system with end-users	<ul style="list-style-type: none"> • UAT Planning: The contractor shall develop a detailed UAT plan, including test cases, criteria for acceptance, and participant requirements. 	UAT Plan
			<ul style="list-style-type: none"> • UAT Execution: The contractor shall facilitate UAT sessions with end-users to collect feedback and identify any issues. 	UAT Feedback and Issue Log
			<ul style="list-style-type: none"> • Issue Resolution: The contractor shall address any issues or concerns raised during UAT and implement necessary improvements. 	Resolved Issues Document
c.	Bug Fixes and Improvements	Address issues and make enhancements	<ul style="list-style-type: none"> • Bug Tracking: The contractor shall track and prioritize bugs and issues reported during testing phases. 	Bug Tracking Report
			<ul style="list-style-type: none"> • Fix Implementation: The contractor shall implement fixes and perform regression testing to ensure that fixes do not introduce new issues. 	Implemented Fixes
			<ul style="list-style-type: none"> • System Refinement: The contractor shall make enhancements based on user feedback and testing results to improve system performance and usability. 	System Refinement Report

6. Training and Capacity Building				
a.	Training Materials	Provide resources for system usage	<ul style="list-style-type: none"> Manuals and Guides: The contractor shall develop detailed user manuals and guides that explain system functionalities and usage. 	User Manuals
			<ul style="list-style-type: none"> Online Tutorials: The contractor shall create online tutorials and training videos for self-paced learning, covering various aspects of the system. 	Training Guides- Online Tutorials and Videos
b.	Training Sessions	Train users on system usage and maintenance	<ul style="list-style-type: none"> Workshops: The contractor shall conduct hands-on workshops to demonstrate system features and provide practical training. 	Workshop Materials
			<ul style="list-style-type: none"> Training Sessions: The contractor shall schedule and facilitate training sessions tailored to different user roles and needs, ensuring comprehensive coverage of system functionalities. 	<ul style="list-style-type: none"> Training Session Records Participant Feedback
c.	Training Feedback	Gather feedback to improve training	<ul style="list-style-type: none"> Feedback Collection: The contractor shall collect feedback from training participants to assess the effectiveness of the training provided. 	Feedback Summary
			<ul style="list-style-type: none"> Material Adjustment: The contractor shall revise training materials and methods based on participant feedback to address any identified gaps or issues. 	Updated Training Materials
7. Deployment and Support				
a.	Deployment Plan	Plan and execute system deployment	<ul style="list-style-type: none"> Deployment Strategy: The contractor shall develop a detailed deployment strategy, including installation procedures, configuration steps, and risk management. 	Deployment Strategy Document

			<ul style="list-style-type: none"> Go-Live Preparation: The contractor shall prepare for go-live by ensuring system backups, notifying users, and performing final checks. 	Go-Live Preparation Checklist
			<ul style="list-style-type: none"> Deployment Execution: The contractor shall execute the deployment plan, ensuring a smooth transition to the live system 	Deployment Execution Report
			<ul style="list-style-type: none"> The contractor shall be responsible for installing and setting up the system on the server provided by the Ministry of Gender, Labour, and Social Development. 	
b.	Ongoing Support	Provide technical support and maintenance	<ul style="list-style-type: none"> Support Services: The contractor shall offer technical support services for troubleshooting and resolving any issues post-deployment. 	Support Services Report
			<ul style="list-style-type: none"> Maintenance: The contractor shall perform regular maintenance tasks, including system updates, performance monitoring, and addressing any emerging issues. 	Maintenance Logs
c.	System Updates	Implement updates and enhancements	<ul style="list-style-type: none"> Update Planning: The contractor shall plan and prioritize system updates and enhancements based on user feedback and evolving needs. 	Update Plan
			<ul style="list-style-type: none"> Implementation: The contractor shall develop and deploy updates, ensuring minimal disruption to users. 	Update Implementation Report
			<ul style="list-style-type: none"> User Communication: The contractor shall inform users about updates and changes, providing necessary training or documentation as needed. 	User Communication Records

1.1.1.5 Functional, architectural and performance requirements

1. **Legal and regulatory requirements to be met by the information system.** The Information System MUST comply with the following laws and regulations:

- Data protection and privacy act 2019 and the regulations that establishes the legal framework for the protection of personal data and provides individuals with control over their personal information.
- National Information Security Framework (NISF) provides guidance on information security practices and standards for organizations in the country. The NISF outlines the key principles, guidelines, and best practices for ensuring the confidentiality, integrity, and availability of information and information systems. It covers areas such as risk management, access control, incident response, and security awareness.
- Electronic Transactions Act, 2011: This act provides for the legal recognition and regulation of electronic transactions and related matters. It sets out the legal framework for electronic contracts, signatures, and records.
- Uganda Computer Misuse act 2011 and its regulations thereafter; act that criminalizes unauthorized access to computer systems, unauthorized interception of data, and other computer-related offenses. It also provides for penalties for such offenses.
- Copyright and Neighboring Rights Act, 2006: This act protects copyright and related rights in literary, artistic, and scientific works. It is relevant to the design of information systems that involve the use or distribution of copyrighted materials.
- Electronic Signatures Act, 2011: This Act makes provision for and to regulate the use of electronic signatures and to provide for other related matters.

2. **Systems Administration and Management Functions Required to be met by the Information System.** The Information System MUST provide the following management, administration, and security features at the overall System level in an integrated fashion;

- Installation, Configuration and Change Management: The bidder is required to offer all the installation, configuration, testing, change management services, and commissioning to have fully delivered the desired solution.
- User Management: Managing user accounts, permissions, and access rights to ensure that users have appropriate access to the system.
- System Monitoring and Performance Tuning: Monitoring the system's performance, identifying bottlenecks or issues, and tuning the system to optimize performance.
- Backup and Recovery: Implementing and managing backup and recovery processes to ensure that data can be restored in the event of a system failure or data loss.
- Security Management: Implementing security measures to protect the system from unauthorized access, data breaches, and other security threats.

- Patch Management: Applying patches and updates to the system to address vulnerabilities and ensure that the system is up to date with the latest security and performance improvements.
- Incident Response: Developing and implementing procedures to respond to and mitigate the impact of security incidents or system failures.
- Documentation and Reporting: Maintaining documentation of the system configuration, procedures, and policies, and generating reports on system performance, security, and other metrics.
- Change Management: Managing changes to the system, such as software updates, configuration changes, and hardware upgrades, to minimize disruptions and ensure that changes are implemented smoothly.
- Compliance Management: Ensuring that the system complies with relevant laws, regulations, and standards, such as data protection regulations and industry standards.
- System integration requirements with other systems: the proposed solution shall provide for easy integration at server level with web-service interfaces facilitating hence integration from relying parties and vendors (APIs).

3. Software Integration Toolset

Due to the likely usage of many components and need to provide for future applications integration, the LAMIS should be designed to stay Interoperable and follow Open Data Standards, be usable with Government of Uganda compliant Application Integration Interface (API) components i.e. the solution must have ready APIs for data sharing. With the open-source component, the provider shall be required to:

- Fix/ configure the application environment in readiness for integration i.e. whether it is REST API with XML/HTTPS or a Flat File API, CSV over SFTP.
- Setup a Single Sign On (SSO) design to support on-premises applications and cloud applications.
- Document the API security explaining the access control permission used e.g. use of OAuth2 and support for SAML2 bearer, JSON Web Token (JWT) assertions or Integrated Windows Authentication grant types, etc.

4. Operational Monitoring, Diagnostics, and Troubleshooting

- The solution must have separate interfaces for administration and troubleshooting.
- Access, transmission, and requests performance of the solution both at the front-end and back-end should be very fast.

- The system should have a built-in knowledge base which will assist the system administrators to easily enquire for a solution in a bid to resolve an incident or a problem.
- The system should have built-in diagnostic tools to support self-help support at level 1 by the system user. The system should setup with advanced level trouble shooters to

5. User Administration and Access Control

- User and Usage Monitoring and Audit Trails in the entire solution must be implemented.
- The solution must be developed and implemented in line with the Role Based Access Control (RBAC) model for both database and application levels.
- The system must be built on open standards. Meaning that the table structure must be clear, documented, and completely contained within the relational database engine. All indexes and file path information must be contained entirely in relational database.
- The system must be able to generate audit trails on production, all the actions by administrators, and system itself (performance and utilization of system features).

6. System and Information Security and Security Policies

- All web, mobile apps and APIs must meet the globally and nationally recognized information security frameworks and standards such as ISO27000 series, OWASP, National Cybersecurity Framework, OCTAVE, ITIL, among others.
- The system must allow the administrator to define users and user groups and their security profiles in a GUI interface.
- Users must be grouped on security basis, meaning that all the users in one group must have the same security permissions.
- All security features to be applied on — user and or group.

7. Back-up and Disaster-Recovery

- The Provider should describe in details of their recommended system maintenance plan, and the business continuity/disaster recovery plan (BC/DRP)/ procedures to ensure optimal availability, since this is a mission-critical solution.

8. Performance Requirements of the Information System. The Information System MUST reach the following performance levels.

- Response Time: 95% of all response time should be less than 1.0 seconds for the front-user devices (i.e. PCs, mobile phone). More especially when a user is interrogating system to give answers or sending an SMS message.
- Workload: During the high peak levels, the system should not be significantly slow.
- Scalability: The system should be able to adapt itself to increased usage or handle more data as time progress in use.
- Platform: should be platform independent especially for the front-end devices i.e. mobile phone (smart phone, feature phone).
- Error rate: minimal errors under high workloads.
- Responsiveness: Solution should be responsive to the user Input or to any external interrupt which is of highest priority and return to same state
- Screen Adaption: The solution should be able to render its layout to different screen sizes. Along with automatic adjustment of font size and image rendering.

1.2 Quality Management

The Contractor shall ensure quality management through project implementation. This shall take both quality control and assurance approaches, procedures, processes and quality activities to be undertaken. Quality control and assurance approaches shall be based on; continuous monitoring, systematic data collection, data reporting, enable timely action on the data at the appropriate level among others. The Contractor shall use quality principles to ensure the quality of their service and to monitor the satisfaction of those involved in all aspects of the activities.

1.3 Project management

The contractor shall be expected to strictly adhere to the requirements and deliverables outlined in this Terms of Reference (ToR). The contractor shall propose a well-defined methodology for project implementation.

At the start of the assignment, a kick-off meeting will be held at the Ministry of Gender, Labour, and Social Development (MoGLSD) in Kampala. The purpose of this meeting is to discuss the overall implementation strategy, revise the work plan and communication protocols with the project management team. The roles and responsibilities of the Contracting Authority during the project's implementation shall also be clarified to ensure alignment and smooth collaboration.

Throughout the project, the contractor shall organize ad hoc meetings and conference calls as necessary to address specific service requests. Prior to each of these meetings or conference

calls, the contractor shall submit a summary of key discussion points to the Contracting Authority to ensure that all relevant issues are addressed efficiently.

Reporting

The contractor shall undertake this assignment under the coordination of the Decent Work and Social Protection Project Intervention Manager, who will be assisted by the Labour Rights & Social Dialogue and International Decent Work and Social Protection Experts, and the Digitalization for Development and Innovations Officer on technical matters. These three will be responsible for the approval and acceptance of deliverables, in consultation with the Ministry of Gender, Labour, and Social Development officials, particularly the Permanent Secretary through Commissioner LIRP and Head of IT. The contractor is expected to liaise and meet regularly, as needed, with Enabel and the Ministry of Gender, Labour, and Social Development Commissioner and Head of IT. The contractor is responsible for identifying and setting up all meetings and/or relevant documentation needed for the assignment, with support from the Enabel team. The contractor will report to the Permanent Secretary of the Ministry of Gender, Labour, and Social Development and work in close consultation with Commissioner LIRP and Head of IT.

The contractor shall execute this assignment under the supervision of the Decent Work and Social Protection Project Intervention Manager from Enabel. Three key experts will support this manager:

1. Labour Rights & Social Dialogue Expert
2. International Decent Work and Social Protection Expert
3. Digitalization for Development and Innovations Officer

These experts shall oversee the technical aspects of the project, ensuring that the contractor work aligns with the project's objectives and meets quality standards. Together, they will be responsible for reviewing, approving, and accepting all deliverables produced by the Consultant. Approval of deliverables will be conducted in consultation with officials from the Ministry of Gender, Labour, and Social Development (MoGLSD), specifically the Permanent Secretary, the Commissioner for Labour, Industrial Relations, and Productivity (LIRP), and the Head of IT.

Communication and Meetings

The contractor shall maintain regular communication with both Enabel and MoGLSD. This will include frequent meetings with;

1. Enabel's Project Management Team: These meetings shall ensure that the contractor is aligned with Enabel's overall project goals and timelines.

2. MoGLSD Officials, including the Commissioner and Head of IT: These interactions will facilitate the coordination of technical requirements, integration with MoGLSD's systems, and adherence to governmental standards.

The contractor is responsible for;

- Scheduling and Organizing Meetings: Identifying the need for meetings and coordinating with all relevant stakeholders, including Enabel and MoGLSD representatives. This includes setting up both regular progress meetings and ad hoc consultations as required to address specific issues.
- Providing Relevant Documentation: Preparing and disseminating all necessary documentation in advance of meetings. This may include status reports, technical summaries, or specific deliverables that require review and approval.

Reporting Structure;

The contractor shall report directly to the Permanent Secretary of MoGLSD, ensuring that the highest levels of the Ministry are informed of progress and any issues that may arise. Regular updates shall also be provided to the Commissioner for Labour, Industrial Relations, and Productivity (LIRP) and the Head of IT to ensure that the technical implementation aligns with the Ministry's operational needs.

The contractor shall submit regular progress reports, including:

1. Weekly Status Updates: Summarizing key activities, progress against the work plan, and any challenges or risks encountered.
2. Monthly Detailed Reports: Offering a comprehensive view of progress, including an analysis of deliverables completed, stakeholder engagement, and any adjustments needed in the work plan.
3. Final Deliverables Report: A comprehensive report that details the outcomes of the assignment, including a review of all deliverables, lessons learned, and recommendations for future work.

The contractor shall receive support from the Enabel team in organizing meetings, liaising with MoGLSD officials, and accessing any necessary resources or documentation. However, the primary responsibility for ensuring that all reporting and communication requirements are met will rest with the contractor.

1.3 Requirements for the resources

1.3.1 Human Resources

1.3.1.1 Selection of the team

Composition of the team	<ul style="list-style-type: none"> • 1 Coordinator/team leader • 2 System analysts • 1 Database management administrator • 2 Software developers
-------------------------	--

The contractor shall be responsible to present a pool of key experts that shall cover all contents of this contract. The contractor shall be responsible for selecting a coordinator/team leader and the individual expert out of his pool for delivering the outputs of the specific service requests of the contract.

Coordinator/team leader

The contractor shall identify a coordinator/team leader within its organization who shall represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the terms of reference. 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 shall closely collaborate with the Contracting Authority ensuring that the quality of the assignment meets the standards set. In addition, he/she shall safeguard that the requirements as described in this tender are being kept.

Individual Experts

The Contractor shall be responsible for selecting the individual expert(s) for delivering the outputs of the specific activities of the contract. However, each individual expert will require all the skills and expertise, as specified in the qualifications section below.

1.3.1.2 Qualifications of the Team

Coordinator/team lead:

- Project coordinator/team lead must possess a master’s degree in project management, Business Administration, Information Technology, Information Systems, Software Engineering or Computer Science.

- Certifications of PMP, PRINCE2, or Agile Certified Practitioner shall be an added advantage.
- At least seven years of project management experience with a proven track record of leading large-scale, complex ICT projects, particularly within the public sector where multi-stakeholder coordination is crucial.
- A robust understanding of IT infrastructure, software development life cycles, and modern software frameworks (The role demands exceptional leadership qualities to motivate cross-functional teams, superb communication skills for articulating project goals to a range of stakeholders, and strong analytical abilities to foresee and mitigate project risks.)
- Financial knowledge for effective budget management and a deep understanding of the regulatory landscape surrounding ICT in the public sector are essential.
- Must also excel in stakeholder management, capable of managing high-level interactions and ensuring project alignment with strategic objectives and compliance standards.

Individual experts

System Analysts (System's Architect):

- A bachelor's degree in computer science, software engineering, Information Technology, Information Systems, Software Engineering or Computer Science.
- At least five years of experience in system analysis, systems architectural design and enterprise systems integration, with a strong portfolio of successfully deployed large-scale projects.
- Experience in the public sector or in environments with complex stakeholder structures is especially valuable.
- Expertise in multiple programming languages and environments, including PHP, MySQL, PostgreSQL, CSS, JavaScript, Java, Python, C#, and .NET frameworks.
- Demonstrated ability in designing and implementing scalable, secure, and resilient system architectures that accommodate real-time data processing and seamless integration with existing and emerging technologies.
- Extensive experience with API-driven integration, facilitating seamless interoperability among diverse systems and platforms.
- Advanced problem-solving skills to understand and decompose complex issues, translating user and business needs into strategic technological solutions.

Database Management Administrator and Business Intelligence Analyst (Management Information System):

- At least a degree in Computer Science, Software Engineering ,Information Technology or Information Systems.
- Extensive experience in managing large databases and confidently setting up and operating individual systems.
- Required technical skills include proficiency in C, C++, Visual Studio, C#, .NET, Visual Basic, Java, SQL, HTML, JavaScript, and PHP.
- Preference will be given to those experienced in Oracle, MySQL, or other open-source RDBMS.
- Experience in designing databases using the latest versions of RDBMSs and SQL Server for enterprise solutions is essential.
- Ability to meet deadlines, and achieving desired outcomes.
- At least 5 years demonstrated experience with business process modelling notation, technical documentation, user-centered design and running technical workshops is an added advantage.

Software developer:

- At least a degree in Computer science, Information Technology or Software Engineering.
- 5 years' experience in developing, customizing, and maintaining open-source software both mobile (IOS and Android) and web based.
- Proficiency in a range of programming languages such as Java, PHP, Python, JavaScript, and C# is essential and should have a history of working with SQL databases such as Oracle, MySQL, or PostgreSQL.
- Extensive experience in systems integration, particularly using APIs to effectively connect and synchronize various information systems.
- Strong problem-solving skills, the ability to work collaboratively in dynamic team settings and a commitment to maintaining code integrity and organization is key.
- Be able to adept at conducting thorough testing and debugging, ensuring the highest level of system performance and stability.
- Effective communication skills are crucial for documenting changes, updating project stakeholders, and crafting clear, user-focused documentation for software systems.

1.3.1.3 Management of the Team

During the implementation of the contract, the contracting authority shall 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 an expert if his/her performance is not satisfactory to the contracting authority.

The contractor shall ensure that there is a back-up expert available in the pool. Should the expert become unavailable for more than 2 days for any reason, the back-up expert has to be provided at short notice. The back-up expert shall continue the implementation at the required standards. In case of unavailability of a team member, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender.

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

1.3.1.4 Deployments of the Team

The contractor shall be responsible to present key experts that can cover all contents of this contract and shall know the particulars of the content of the contract and demonstrate expertise to deliver it within the estimated number of calendar days specified below;

No.	Phases	Tasks	Duration in calendar days
1.	Inception phase	Inception meeting	14
		Initial Research and Analysis	
		Stakeholder mapping and engagement strategy	
		Project Scope Definition:	
		Risk Assessment and Mitigation Planning	
		Drafting the Inception Report:	
2.	Requirements gathering	Stakeholder Meetings	14
		Document Functional Requirements	14
		Technical Requirements	14
3.	System Design	System Architecture	21
		User Interfaces (Design user-friendly interfaces)	21
		Integration	7
4.	Development and Implementation	Software Development	70
		System Configuration	14
		Data Migration	14
5.		Develop a comprehensive testing plan	7

	Testing and Quality Assurance	User Acceptance Testing (UAT)	14
		Bug Fixes and Improvements	30
6.	Training and Capacity Building	Provision of Training Materials for system usage	14
		Conduct user training on system usage and maintenance	7
		Gather training feedback to improve training	7
7.	Deployment and Support	Plan and execute system deployment	21
		Implement updates and enhancements Provide technical support and maintenance	Shall be ongoing for a maximum period of one year.
Total number of calendar days			303 days for actual implementation and One year of technical support days

1.3.2 Other resources and Logistics

Enabel shall provide logistical support to the implementation of the assignment. This may include procurement of venues and meals for validation workshops, facilitation of participants for (validation) meetings, etc. The consultant shall pay for all costs that facilitate the execution of the assignment. Some of these may include but not limited to accommodation, transport, meals, airtime and data, stationary among others.

2 General provisions

2.1 Derogations from the General Implementing Rules

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

2.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

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

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 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;

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.

- 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 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;

² Belgian Official Gazette of 18 November 2008.

³ <http://www.ilo.org/ilolex/french/convdisp1.htm>.

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

- 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. ;

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 Beneficiary: Ministry of Gender, Labour, and Social Development (MoGLSD) who is Enabel's partner

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;

⁷ Belgian Official Gazette 27 June 2017.

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.

Tender Specifications – Procurement reference number: UGA21003-10074

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 direct services contract.

3.2 Scope of the contract

3.2.1 Subject-matter

This services procurement contract consists in the performance of consultancy services for the design, development, installation, configuration, deployment, testing and user training for the Labour Administration and Management System, in conformity with the conditions of these Tender Specifications.

3.2.2 Items

The procurement contract consists of the items stated in part 1 of the technical specification. These items are pooled and form one single procurement contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract.

3.2.3 Variants

Each tenderer may submit only one tender. Variants are not permitted.

3.3 Duration of the contract

This procurement contract duration starts the day following the award notification and lasts 12 calendar months. The actual implementation days are 303 calendar days. Additionally, the contract includes a **1-year period of technical support** following the completion of the implementation phase, ensuring ongoing assistance and system maintenance.

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. These Tender Specifications derogate from Article(s) 25 - 33 of the GIR- General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)").

4.1 Managing official (Art. 11)

The managing official is [Mrs Rose Kato](#), e-mail: rose.kato@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.

Tender Specifications – Procurement reference number: UGA21003-10074

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)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract including all existing and future modes of exploitation that fall or will fall within the scope of these rights. This assignment of copyright is valid for the entire duration of the rights, including any extensions, throughout the world. Upon acceptance, the intellectual property rights, source codes, technical documents, system design, data reports and system training materials shall automatically transfer to the Beneficiary (Ministry of Gender, Labour and Social Development).

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected, in accordance with Article 19 of the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts.

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

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

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

4.6 Performance bond (Art. 25 to 33)

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.

Tender Specifications – Procurement reference number: UGA21003-10074

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.cdcdck@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

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

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 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 303 calendar days 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.

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

Any further correspondence pertaining to the order form (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it will inform the service provider in writing of which extension of the period is accepted.

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

In any event, complaints about the order form are not admissible any more if they are not submitted within 15 calendar days from the day following the date on which the service provider has received the order form.

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

The customization, configuration, development shall be performed at the contractor's premises/office and deployment and User acceptance training shall be undertaken at Ministry of Gender, Labour and Social Development. Any other relevant meeting will be conducted at a location mutually agreed upon with the contracting authority.

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.

The successful tenderer warrants that it owns all copyright in the works created in the performance of this assignment and in all elements (such as databases and developments produced by the GIS-IT developer profile specialising in programming using cartography and qualitative data analysis, photographs, illustrations, graphics, etc.) that make up the aforementioned works. He also confirms that all of the works that he will produce, including the

Tender Specifications – Procurement reference number: UGA21003-10074

photographs, illustrations, graphics, etc. included therein, do not infringe copyright or any other rights of third parties, or any legislation, and that, in the event that portraits have been included in the works, the necessary and legally required authorisations for use in the context of this contract have been obtained. The successful tenderer indemnifies the contracting authority and the Beneficiary against any action or claim brought by third parties as to the ownership, content and form of the works created in performance of this contract and undertakes to bear all costs and compensation relating to any action or claim brought by third parties for infringement of intellectual property and/or other rights. If, as a result of any such action or claim, the products and services can no longer be successfully supplied, the successful tenderer shall, without prejudice to its duty to compensate the awarding authority for any loss or damage suffered as a result of its fault, either replace or modify the results in order to avoid the claim of infringement or, if this is not reasonably possible, accept the withdrawal of the offending product or service and reimburse the awarding authority for the costs paid for the latter.

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 non observance 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 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:

Ms. Jacqueline Akello
jacqueline.akello@enabel
Financial Controller

Only services that have been performed correctly may be invoiced.

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

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

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**.

Payment shall be made in instalments (progress payments);

- 15% submission of the inception report
- 20% submission of system requirement document and system architecture
- 50% completion of development, installation, configuration, deployment, testing, user training and go –live of LAMIS
- 15% after one year of successful support and maintenance and acceptance of final report.

Advance payment:

By way of derogation from the foregoing, and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016, inserted by the Law of 22 December 2023 amending the regulations relating to Tender Specifications – Procurement reference number: UGA21003-10074

public contracts with a view to promoting access by SMEs to the said contracts, the contracting authority shall pay an advance when the successful tenderer proves to be an SME within the meaning of Article 163, § 3, subparagraph 2, of the Law of 17 June 2016. The amount of the advance payment is calculated by applying the following percentages to a reference value determined in accordance with Article 12/5 of the Law of 17 June 2016: 1° if the successful tenderer is a micro-enterprise, i.e. an enterprise that employs fewer than ten (10) people and whose annual turnover or annual balance sheet total does not exceed two million euros (2M euro), the percentage to be taken into account is twenty per cent (20%); 2° if the successful tenderer is a small business, i.e. a business that employs fewer than fifty (50) people and whose annual turnover or annual balance sheet total does not exceed ten million euros (10M euro), the percentage to be taken into account is ten per cent (10%); 3° where the successful tenderer is a medium-sized company, i.e. a company employing fewer than two hundred and fifty (250) people and whose annual turnover does not exceed fifty million euros (50M euro) or whose annual balance sheet total does not exceed forty-three million euros (43M euro), the percentage to be taken into account is five per cent (5%). According to Article 12/5 of the Law of 17 June 2016, the reference value relevant for calculating the advance in a framework agreement is equal to the amount of each order, including all taxes. The first half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches thirty per cent of the original order amount and the second half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches sixty per cent of the original order amount. The aforementioned amounts shall be understood as amounts inclusive of value-added tax.

The supplier must provide an **advance bank guarantee** prior to any advance payment.

The amount of the advance will be deducted from the final invoice of each order.

No advance will be paid when implementation duration of an order is less than 60 days.

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 §1, al.1^{er}, 1^o, a 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>

This publication shall constitute of an invitation to tender.

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 10 calendar days before the time for the receipt of the tenders, 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 sandra.adero@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 contracting Authority shall organize **an optional information (pre-bid) meeting** at the time and location specified below.

<p>Public procurement contract for the provision of consultancy services for the design, development, installation, configuration, deployment, testing and user training for the Labour Administration and Management System.</p>	<p>5th November, 2024 at 11:00 am Kampala time at Enabel Representation Office Plot 1B Lower Kololo Terrace + Online Meeting Microsoft teams meeting Meeting ID: 354 672 377 732 Passcode: GZWUvS</p>
---	---

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:

Tender Specifications – Procurement reference number: UGA21003-10074

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:

- Identity form
- Legal identification form
- Financial Identification Form **(along with an account confirmation letter from the bank. This account shall not change throughout the contract duration and implementation)**
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Financial capacity form
- Articles of Association
- CVs and academic document for the experts defined in the technical specification

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

- Tax Clearance Certificate (e.g.; URA, as applicable)
- Social Security Contribution Clearance (e.g. NSSF 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);
- Articles of Association
- PPDA certificate
- National Information Technology Authority-Uganda (NITA-U) Level II certification (in the category of Computer Programming, Consultancy, and Related Activities (Codes 6201, 6202) and Information Services (6311,6312)

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. 5 pages)
- Project management (max. 5 page)

Tender Specifications – Procurement reference number: UGA21003-10074

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 lump sum contract, meaning a contract in which a flat rate price covers the whole performance of the contract or each of the items of the inventory.

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

Elements included in the price

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

The delivery of documents or of pieces related to the performance;

The packaging;

Training required for operation;

Transfer of ownership of intellectual property and copy rights;

Where applicable, the measures imposed by occupational safety and worker health legislation;

Validity of tenders

The tenderers are bound by their tender for a period of 120 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 his tender as follows:

Tender Specifications – Procurement reference number: UGA21003-10074

The duly completed and signed tender shall be submitted only by e-mail; uga_csc_tenders@enabel.be and only as attachments and not via a link to a platform.

The files shall be clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission, incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender.

The tenderer shall submit the administrative, technical and financial proposals as separate email attachments.

The subject of the e-mail shall clearly mention the **procurement reference number and the contract title**, as stated on the cover page of the tender specifications, as well as the **name of tenderer**.

Any request for participation or tender shall be received by the Contracting Authority no later than **18th November, 2024, 11:00 am Kampala time**. Requests for participation or tenders that arrive late will not be accepted.

NOTE: Upon the electronic submission of your tender, you will receive an automatic reply from the Enabel contracts service center as confirmation of receipt of your tender.

Incase you don't receive the automatic reply after you submit a tender, please contact Enabel immediately using the email addresses stated under the section on "information" in this tender document or through telephone No. 0393-256-370 as most likely, your tender may not have reached the Enabel servers

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.

Tender Specifications – Procurement reference number: UGA21003-10074

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
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 50,000 Euros during the past three financial years
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in the development, customization, and setup of open source-based ICT systems

Minimum Standard	Minimum of 2 assignments within the scope of the contract, which were totally and successfully completed in the last 3 years.
	Experts for each of the profile defined in the technical specification. (Provide signed CVs and academic documents)

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: 70 %;

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:
		70
1.	Quality of the proposed Technical Methodology (approaches, strategies and techniques)	25
2.	Quality of the proposed Project Management (Quality Management plan, work plan and schedule of activities, risk and risk mitigation strategies, communication plan and teams' management plan)	30
3.	Quality of the proposed Human resources Team lead with Certifications of PMP, PRINCE2, or Agile Certified Practitioner – 3 points Experience of experts -12 points	15

	Team lead	Points	Individual experts	Points		
	7 years	3	5 years	4		
	8 years	6	6 years	8		
	9 years	9	7 years and above	12		
	10 years and above	12				

Only tenders with scores of at least 55 points out of 70 points qualify for the financial evaluation.

- Price: 30 %;

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

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

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

This procurement contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

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.

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:

Tender Specifications – Procurement reference number: UGA21003-10074

- 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

N/A

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:

	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.

Financial identification form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ⁸	
IBAN/ACCOUNT NUMBER ⁹	
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)
Name: Title :	

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.

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

Place, date

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 3 € or NC	Year 2 € or NC	Year 1 € or NC	Average € or NC
Annual turnover, excluding this public contract ¹⁰				

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

¹⁰ 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	Location	Amount involved	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 provide 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 and academic documents.

The tenderer must complete the **table hereunder**. He must provide in his offer the **CV's and academic documents 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.

Name of expert	Proposed position	Educational background – formal qualification	Years of experience with relevant capacity	Specialist areas of knowledge
	<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	Lump-sum total prices exc. VAT*
1.	Provision of consultancy services for the design, development, installation, configuration, deployment, testing and user training for the Labour Administration and Management System.	€
VAT percentage (if applicable):		18%

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

NOTE: the tenderer shall include a detailed cost breakdown sheet detailing the lumpsum price stated in the financial offer form.