



## Tender Specifications

Public procurement contract for the provision of consultancy services for the design, development, deployment, testing and user training for the Rwenzori Tourism Website.

Negotiated procedure without prior publication

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### **DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES**

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

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

# 1 Technical Specifications

## 1.1 Requirements for the services and the deliverables

### 1.1.1 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

Rwenzori is the gateway to Uganda's most beautiful sceneries and unique natural environments, offered by the western arm of the Rift Valley. The region is strategically endowed with numerous geographical features such as the snow-capped Mountains of the Moon, numerous crater lakes, national parks, home to a variety of primates, birds, and other flora and fauna. The region also boasts hills, endemic flora and fauna, and some of the most beautiful, peaceful, and hospitable people.

Despite these remarkable attributes, the region lacks the necessary basic infrastructure to effectively promote and market tourism. The visibility of its natural endowments and significant potential is very poor, which significantly impacts sector investment potential, growth, and development. In addition to the lack of digital marketing, the region also lacks branded signages that can physically showcase its endowments and provide directions to key tourism facilities, sites, and attractions. This deficiency limits the number of visitors coming to the region, the length of their stay, and ultimately affects tourism receipts.

There is a variety of accommodation facilities catering to all categories of visitors, along with tour operators and guides, developed connectivity, amenities, and a generally conducive environment for tourism to thrive in the region.

To address these challenges and improve the visibility and accessibility of the region's tourism endowments, there is a pressing need to digitalize tourism promotion and marketing through the establishment of an engaging, well-designed website.

This activity will be implemented in collaboration with the Uganda Tourism Board (UTB), the organization responsible for promoting, developing, and marketing Uganda's tourism sector both locally and internationally. UTB plays a key role in enhancing the country's visibility as a top tourist destination, working to attract visitors and investors by showcasing Uganda's natural, cultural, and historical assets. Through strategic partnerships, UTB drives the development of tourism infrastructure, digital marketing initiatives, and promotional campaigns aimed at

boosting tourism revenues. Additionally, UTB supports capacity building for local stakeholders, ensuring that Uganda's tourism industry grows sustainably and continues to provide meaningful economic benefits across the country.

### **Project background information**

Enabel formulated a 5-year portfolio on Social Protection and Decent Work ensuring a sustainable improvement of the living conditions of the most vulnerable populations in Uganda, Rwanda, and the Democratic Republic of Congo. This will be achieved through investing in social protection systems and decent work to promote sustainable, inclusive, and socioeconomic development.

The project focuses on the labour component of social protection, with a particular focus on four strategic areas: (a) creation of decent work and productive employment, (b) social protection, (c) rights at work, and (d) social dialogue. Special attention will further be given to the formalization of informal work and gender. In Uganda, the target sectors will majorly be agriculture, tourism, and hospitality in the Rwenzori/Albertine region.

In Uganda, the social Protection Portfolio contributes 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 well-being of the population.

The portfolio is anchored within the Directorate of Labour, Employment, and Occupational Safety and Health of the Ministry of Gender, Labour, and Social Development (MoGLSD). This intervention aims at providing women and young people of working age in the Great Lakes region with increased opportunities to engage in decent work, to be better protected by labour rights and to benefit from social protection and more inclusive social dialogue.

### **Rationale for an interactive tourism website**

Digitalizing tourism promotion and marketing through the establishment of an engaging, well-designed website will significantly enhance the visibility of Rwenzori region's natural endowments. By promoting and marketing well-developed and diversified tourism products that target various customer segments, the region can better attract and retain leisure and adventure visitors. This coordinated effort will also engage the private sector, increase investment in the tourism sector, and boost overall receipts. The tourism sector in Rwenzori region has the potential to create more employment opportunities, increase the incomes of

entrepreneurs, improve the livelihoods of communities, and contribute to wealth creation from the household to the national level. According to the article by monitor publications, a local news company, the sector employs approximately 620,000 people directly and indirectly and contributed \$1.025 billion, or 4.7% to GDP, in 2023. Establishing a well-designed website will enhance e-tourism by enabling potential visitors to obtain the latest and most accurate digitalized information and updates on tourist attractions, tour packages, sites, facilities, and other services in a user-friendly manner. Furthermore, interaction among key sector players and feedback on services will become much easier, ultimately improving regulation, capacity building, and skills development.

### **1.1.1.3 Objective of the assignment**

To develop a comprehensive, user-friendly, and scalable website that effectively promotes the Rwenzori region's unique natural endowments and tourism offerings, aimed at boosting tourism visibility, attracting increased investment, and enhancing the socioeconomic development of the region.

#### **Specific objectives**

1. Integrate e-commerce functionality and interactive features such as virtual tours and booking systems to streamline the booking process and enhance user engagement.
2. Implement effective SEO strategies to improve the website's visibility on search engines and attract a wider audience of potential tourists and investors.
3. Facilitate dynamic content generation by enabling local stakeholders in uploading and managing comprehensive information on accommodation, transportation, activities, and tour packages.
4. Facilitate collection and analysis user data using website analytics tools to make data-driven decisions for optimizing content and functionality and foster a sense of community through social media integration and online forums.

#### **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;

##### **1. System Analysis and Requirements Gathering**

- **Review Existing Documentation:** the contractor shall review existing co-creation reports and other related documents to understand current challenges and inefficiencies within the existing workflows.
- **Stakeholder Engagement:** the contractor shall actively engage with tourism authorities in the Rwenzori Region and Uganda Tourism Board, business owners,



and potential visitors to gather insights on the current landscape of tourism in the Rwenzori region.

- **Process Analysis:** the contractor shall examine current tourism management processes in the Rwenzori Region to pinpoint areas that can benefit from digital solutions.
- **Requirement Gathering:** the contractor shall collect detailed functional and non-functional requirements from stakeholders in the Rwenzori Region, including tourism operators, local businesses, government agencies, and potential tourists, ensuring a holistic understanding of needs.

## 2. System Design and Architecture Planning

- **Scalable and Secure Architecture:** the contractor shall design a website architecture that is both scalable to accommodate dynamic content generation, future growth and secure to protect user data and ensure privacy.
- **Technical Documentation:** the contractor shall develop comprehensive system design documents that outline technical specifications, system components, and interaction diagrams to guide the development process.
- **Compliance with Data Regulations:** the contractor shall ensure the design adheres to national and international data protection regulations, safeguarding user information and building trust with users.

## 3. Development and Coding of the System

- **Software Development Methodologies:** The contractor shall employ appropriate software development methodologies that emphasize iterative development, ensuring continuous progress and the ability to incorporate feedback throughout the project lifecycle.
- **Modular and Maintainable Code:** the contractor shall write modular, reusable, and maintainable code to facilitate future updates and scalability, ensuring long-term sustainability.
- **Secure Coding Practices:** the contractor shall implement secure coding practices to protect the website from cyber threats and vulnerabilities, ensuring a safe user experience.

## 4. Testing and Quality Assurance

- **Comprehensive Testing:** the contractor shall conduct various testing phases, including unit testing, integration testing, system testing, and user acceptance testing, to ensure the website meets all requirements and functions seamlessly.

- **Performance Testing:** the contractor shall test the website’s performance under different scenarios, such as high traffic volumes, heavy media files and across various device types (mobile, tablet, desktop), to ensure usability and reliability.
- **User Feedback:** the contractor shall engage end-users in the testing phase to gather feedback and ensure the website is user-friendly and meets their needs.

## 5. Implementation of the System

- **Detailed Implementation Plan:** The contractor shall create and implement a comprehensive plan that includes website hosting, deployment and configurations, data migration, and seamless integration with existing tourism platforms and related databases.
- **Pilot Testing:** the contractor shall conduct a pilot test in selected districts in the Rwenzori Region and among specific user groups before full-scale deployment to identify and resolve any issues.
- **Monitoring and Issue Resolution:** the contractor shall monitor website performance for a period of six months and address any technical issues promptly to ensure high user satisfaction.

## 6. Training of Users and Technical Staff

- **Customized Training Programs:** the contractor shall develop and deliver tailored training programs for various user groups, including tourism operators, local businesses, and government staff, to ensure competency in using the new website.
- **Technical Training for IT Staff:** the contractor shall provide specialized training for IT staff on website maintenance, troubleshooting, and minor adjustments to ensure they can manage the system effectively.
- **User Manuals and Guides:** the contractor shall create comprehensive user manuals and troubleshooting guides to assist users in navigating and utilizing the website effectively, promoting self-sufficiency and ease of use.
- **Change Management Support:** The contractor shall provide change management strategies to help stakeholders adapt to the new system, ensuring smooth transitions and user acceptance while minimizing disruptions.

### Deliverables;

1. Inception Report
2. Meeting Documentation (Meeting minutes, action items, and updated project plan based on feedback.)
3. Document Review Report (Summary of insights from existing reports and documents)
4. Stakeholder Engagement Report (Highlighting challenges, needs, and expectations from stakeholders.)

5. Process Analysis Report. (Identifies areas for digital solutions and current inefficiencies.)
6. System Design Document. (Detailed functional and non-functional requirements.)
7. Compliance Report. (Adherence to data protection regulations and standards.)
8. Website Development Plan. (Plan detailing development phases, timelines, and milestones)
9. Modular Codebase. (Modular, maintainable codebase adhering to secure coding practices.)
10. Testing Plan (Comprehensive plan including unit testing, integration testing, system testing, and user acceptance testing)
11. Performance Testing Report (Performance metrics, test results, and recommendations)
12. User Feedback Summary (Analysis of user feedback from testing and proposed changes)
13. Implementation Plan (Plan for hosting, deployment, data migration, integration with existing platforms and any other configurations)
14. Pilot Testing Report (Outcomes of pilot testing, issues identified, and resolutions)
15. Launch and Monitoring Report (Initial performance metrics and issue resolution post-launch)
16. Training Materials (Manuals, user guides, and technical documentation for end-users and technical staff)
17. Final Project Report (Final report incorporating feedback, system documentation, and implementation details)
18. Change Management Documentation (Procedures for incorporating feedback and managing changes)
19. Upgrade Roadmap plan (Future system upgrades and enhancements roadmap)
20. Final Presentation Plan (Plan for unveiling the system to stakeholders)

## **1.2 Quality Management**

The Contractor shall ensure quality management through project implementation. The contractor shall propose a quality management plan tailored to the project needs. The proposal shall outline both quality control and assurance approaches, procedures, processes, quality activities and deliverables to be undertaken throughout the project.

## **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 in Kampala. The purpose of this meeting is to discuss with the Consulting Authority the general implementation of the assignment, the work plan and the communication with the project management team. The meeting will also aim at clarifying to the contractor the roles and responsibilities of the Contracting Authority during the implementation. As required, ad hoc meetings and conference calls shall be scheduled and organized by the consultant during the implementation of a given service request. Before each of these meetings/conference calls the consultant shall submit to the Contracting Authority a summary of any specific points that need to be discussed.

### **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 Decent Work expert 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 Uganda Tourism Board (UTB) representatives and the district Tourism Officers from Rwenzori region. The contractor is expected to liaise and meet regularly, as needed, with Enabel, UTB and the Rwenzori region district Tourism officers. 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 Chief Executive of UTB.

## **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"> <li>• 1 Coordinator/team leader</li> <li>• 1 System analysts</li> <li>• 1 Database management administrator</li> <li>• 1 Software developer</li> <li>• 1 User Interface/User experience developer</li> </ul>
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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:**

- The Project coordinator/Team Lead must possess a master's degree in project management, Business Administration, Information Technology, Information Systems 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.
- The candidate 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):**

- Must have a bachelor's degree in Software Engineering, Information Technology, Information Systems or Computer Science.
- At least five years of experience in system analysis and architectural design, 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 Telecommunication Engineering.
- 5 years' experience in developing and 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.
- Must have experience in PostgreSQL, 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.

- The candidate should be capable of adapting community-based software solutions to local languages, meeting deadlines, and achieving desired outcomes.

**Software developer:**

- At least a degree in Computer science, Telecommunication Engineering, 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.
- The developer should also be 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.

**User Interface/User experience developer**

- Must possess a bachelor's degree in software engineering, computer science, Information Technology or Graphics Design.
- At least 5 years of experience in UI/UX design and development.
- Should have a strong portfolio showcasing their ability to design user-friendly interfaces and enhance user experiences for both web and mobile applications.
- Must be proficient in design tools like Adobe Creative Suite, Sketch, Figma, and InVision, as well as front-end technologies such as HTML5, CSS3, JavaScript, and frameworks like React, Angular, or Vue.js.
- Experience with prototyping tools like Axure or Balsamiq, conducting user research, usability testing, creating responsive designs, and ensuring compliance with web accessibility standards is essential.
- Shall be responsible for designing and developing visually appealing, user-friendly, and responsive interfaces, conducting user research to gather insights, developing prototypes, conducting usability tests, collaborating with developers to implement

designs, maintaining design consistency, and optimizing the website’s performance for a seamless user experience.

### 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	7
		Drafting the Inception Report:	
2.	System analysis and Requirements gathering	Review Existing Documentation	14
		Stakeholder engagement	
		Process Analysis	
		Requirement Gathering	
3.	System Design and Architecture Planning	Scalable and Secure Architecture	14
		Technical Documentation	
		Compliance with Data Regulations	
4.	Development and Coding of the System	website Development	65
		Modular and Maintainable Code	
		Secure Coding Practices	



5.	Testing and Quality Assurance	Comprehensive Testing	28
		Performance Testing	
		User Feedback Analysis	
6.	Implementation of the System	Detailed Implementation Plan	14
		Hosting and Deployment	
		Pilot Testing	
		Monitoring and Issue Resolution	
		User Acceptance Testing	
7.	Training for Users and Technical Staff	Customized Training Programs	14
		Technical Training for IT Staff	
		User Manuals and Guides	
8.	Final Report and review	Compilation of the final report	7
		Official Launch	
9.	Post deployment support and planning	Monitoring, support and upgrade road map	7
Total number of calendar days			170 days of actual implementation and 6 calendar months of technical support

### 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 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- 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;

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<sup>1</sup> 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 2003<sup>2</sup>, 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 Organisation<sup>3</sup> 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 contracts<sup>4</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services<sup>5</sup>;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors<sup>6</sup>;

<sup>2</sup> Belgian Official Gazette of 18 November 2008.

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

<sup>4</sup> Belgian Official Gazette 14 July 2016.

<sup>5</sup> Belgian Official Gazette of 21 June 2013.

<sup>6</sup> 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 works<sup>7</sup>;
- 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](http://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](http://www.publicprocurement.be);

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

## 2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance

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<sup>7</sup> Belgian Official Gazette 27 June 2017.

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

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

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

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

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

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

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

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

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

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

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

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

### **2.6.1 Processing of personal data by the contracting authority**

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

### **2.6.2 Confidentiality**

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

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

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

## **2.7 Deontological obligations**

Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel. For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country.

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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.

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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 provision of consultancy services for the design, development, deployment, testing and user training for the Rwenzori Tourism Website, 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**

The procurement contract duration starts the day following the inception meeting and shall last for 300 calendar days. The actual implementation days are 170 calendar days and thereafter technical support for 6 calendar months.

## 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](mailto: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:

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

## **4.4 Protection of personal data**

### **4.4.1 Processing of personal data by the contracting authority**

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

### **4.4.2 Processing of personal data by a subcontractor**

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

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

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

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

#### **4.5 Intellectual property (Art. 19 to 23)**

The contracting authority shall acquire 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.

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](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) as completely as possible and return it to the e-mail address: [info.cdcck@minfin.fed.be](mailto:info.cdcck@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 8 calendar months as from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

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. The testing, training, deployment, post deployment and any other relevant activity 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 specializing 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 photographs, illustrations, graphics, etc. included therein, do not infringe copyright or any other

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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 authorizations 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 to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority 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](mailto: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);

- 10% submission of the inception report
- 20% requirements gathering and analysis
- 50% system development, testing and deployment
- 15% post-deployment support

#### **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 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<sup>er</sup>, 1<sup>o</sup>, 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](mailto:UGA_CSC_CONTRACTS@enabel.be) with copy to [sandra.adero@enabel.be](mailto: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 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

Tender Specifications – Procurement reference number: UGA21003-10113

the public procurement administrator mentioned above and requests information on any modifications or additional information.

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

## **5.4 Preparation and Submission of Tenders**

### **Preparation of tenders**

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

#### **Content of tenders**

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

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

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

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

The tender shall contain the following parts:

#### **1. Administrative Proposal**

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

The Administrative proposal shall respect the following structure:

- 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)

## **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;

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:

The duly completed and signed tender shall be submitted only by e-mail; [uga\\_csc\\_tenders@enabel.be](mailto: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 **21<sup>st</sup> 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.

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**

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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.

<b>1</b>	<b>Sufficient Economic and Financial Capacity</b>
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 25,000 Euros during the past three financial years
<b>2</b>	<b>Sufficient Technical and Professional Capacity</b>
2.1	Sufficient experience in the development, customization, and setup of websites
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.

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- 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:																		
		<b>70</b>																		
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 <table border="1" style="margin-left: 20px; width: 100%;"> <thead> <tr> <th>Team lead</th> <th>Points</th> <th>Individual experts</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>7 years</td> <td style="text-align: center;">3</td> <td>5 years</td> <td style="text-align: center;">4</td> </tr> <tr> <td>8 years</td> <td style="text-align: center;">6</td> <td>6 years</td> <td style="text-align: center;">8</td> </tr> <tr> <td>9 years</td> <td style="text-align: center;">9</td> <td rowspan="2">7 years and above</td> <td rowspan="2" style="text-align: center;">12</td> </tr> <tr> <td>10 years and above</td> <td style="text-align: center;">12</td> </tr> </tbody> </table>	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	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:

- 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 Procedural Documents – Tender Forms

#### 6.2.1 ADMINISTRATIVE PROPOSAL

##### Identity form

<b>I. PERSONAL DATA</b> <b>FAMILY NAME(S)</b> ① <b>FIRST NAME(S)</b> ① <b>DATE OF BIRTH</b> JJ MM YYYY <b>PLACE OF BIRTH</b> <b>COUNTRY OF BIRTH</b> (CITY, VILLAGE) <b>TYPE OF IDENTITY DOCUMENT</b> IDENTITY CARD      PASSPORT      DRIVING LICENCE ②      OTHER ③ <b>ISSUING COUNTRY</b> <b>IDENTITY DOCUMENT NUMBER</b> <b>PERSONAL IDENTIFICATION NUMBER</b> ④ <b>PERMANENT</b> <b>PRIVATE ADDRESS</b> <b>POSTCODE</b> <b>P.O. BOX</b> <b>CITY</b> <b>REGION</b> ⑤ <b>COUNTRY</b> <b>PRIVATE PHONE</b> <b>PRIVATE E-MAIL</b>	
<b>II. BUSINESS DATA</b>	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole	<b>BUSINESS NAME (if applicable)</b>  <b>VAT NUMBER</b>

traders, self-employed etc.)  <b>YES</b> <b>NO</b>	<b>REGISTRATION NUMBER</b>  <b>PLACE OF REGISTRATION</b>  <b>CITY</b>  <b>COUNTRY</b>
<b>DATE</b>	<b>SIGNATURE</b>

- 
- 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**

<b><u>BANKING DETAILS</u></b>	
ACCOUNT NAME <sup>8</sup>	
IBAN/ACCOUNT NUMBER <sup>9</sup>	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory) Name: Title :	DATE (Obligatory)
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**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, human rights 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/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions_en) [https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](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](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.

<b>Financial data</b>	<b>Year 3</b> € or NC	<b>Year 2</b> € or NC	<b>Year 1</b> € or NC	<b>Average</b> € or NC
Annual turnover, excluding this public contract <sup>10</sup>				

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

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<sup>10</sup> 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>			

### 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, deployment, testing and user training for the Rwenzori Tourism Website.	€
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.**