



## Tender Specifications

Public procurement contract for Consultancy services for a digital monitoring tool aimed at measuring the impact of different projects via efficiently monitoring and managing the engagement with Enabel's various stakeholders in Uganda.

Negotiated procedure with prior publication

Reference number: UGA21003-10071

Project code: UGA21003

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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.

#### 1.1.1.1 Background information

The Country portfolio in Uganda consists of a specific bilateral agreement between Belgium and Uganda for the period 2023 to 2028 and other interventions from Belgium (such as Decent Work and Social Protection, Study and Expertise Fund,) and other donors (such as EU, USAID). Its objective is to empower young people and women in Uganda to become active, economically independent citizens in a sustainable society that respects human rights and provides quality basic services.

This objective is achieved through two pillars. The first pillar on Decent Work focuses on helping young people, especially young women, acquire skills and find decent jobs or entrepreneurship opportunities. The second pillar on Social Services aims to ensure transparent access to safe and quality education and healthcare, particularly for vulnerable groups such as children, girls, women and refugees.

Enabel in Uganda lacks an integrated management information system (MIS) to effectively track and manage various stakeholders involved in the implementation of its portfolio. Although data about beneficiaries is collected through forms via Kobo Toolbox and stored in Excel spreadsheets, this method leads to complicated data management and analysis processes. It hinders efficient tracking at the individual level, making it difficult to monitor beneficiary progress and engagement. Additionally, while other stakeholders, such as businesses, are beginning to engage with Enabel, there is no established mechanism to monitor the status of these interactions and processes. This absence of a centralized tracking system significantly limits Enabel's ability to manage its relationships and assess the impact of its projects effectively. To enhance operational efficiency and ensure comprehensive oversight of beneficiaries and stakeholders, it is imperative to procure a dedicated MIS that streamlines data collection, storage, and analysis, allowing for real-time tracking and reporting on project activities.

## Examples of activities led by Enabel's projects

The examples below show some key aspects that should be tracked in relation to individuals and businesses beneficiaries' journeys.

### Skilling Activities: Example of the apiary training

The apiary activity is implemented as part of the support for green entrepreneurship. This initiative aims to assist young and female entrepreneurs by providing them with skills, startup kits (tools and equipment), and mentorship to start or expand their own green businesses.

Below are the steps that demonstrate how the activity is carried out.

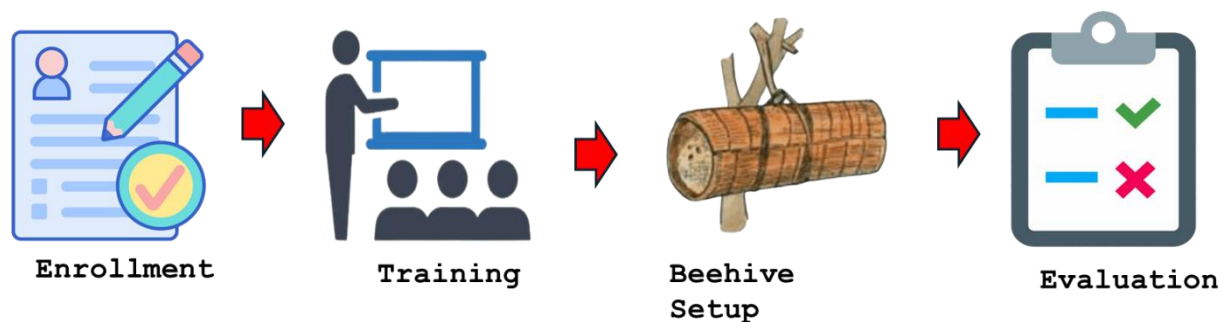


Figure 1 – EXAMPLE OF A BENEFICIARY WORKFLOW: APIARY TRAINING

1. **Enrolment:** The first step involves collecting detailed information about the beneficiaries. Custom forms are used to gather data, including demographics and details, training needs, and geographic location.
2. **Training:** Beneficiaries participate in structured apiary training sessions designed to impart essential skills and knowledge related to beekeeping, hive management, and honey production. The tool should be able to track attendance at these sessions.
3. **Completion and certification:** Information about completion, certification and drop-out rate of beneficiaries should be recorded.
4. **Beehive Setup:** This involves setting up and managing beehives, applying techniques learned during the training, and maintaining the apiary environment. The tool should track the progress of each beneficiary, including the number of beehives set up and techniques applied.
5. **Evaluation:** The final step involves monitoring the progress and evaluating the outcomes of the training (income, employment, etc.). Beneficiaries' activities should be tracked using the Stakeholder Tracking Tool, which allows for data collection on hive productivity, honey yield, and challenges faced. Customizable dashboards should present key indicators, etc.

### **Decent job creation Activities: Example of Fair Trade Tourism**

Fair Trade Tourism applies fair trade principles to travel, aiming for equitable benefits for communities, economies, and the environment. It prioritizes ethical conduct, social justice, and sustainability. By empowering local communities economically and preserving their cultures, it creates a more equitable and environmentally friendly travel industry. Below are the steps that demonstrate how the activity is carried out;

1. **Registration of Key Actors:** The first step in implementing Fair Trade Tourism involves identifying and registering key stakeholders within the travel sector, such as accommodations, attractions, and cultural tours, who are interested in adopting fair trade principles.
2. **Train Ambassadors:** Once key stakeholders are identified, the next step is to select individuals within each stakeholder group to serve as ambassadors for Fair Trade Tourism.
3. **Train Auditors and Assess Them:** A team of auditors with expertise in fair trade, sustainability, and ethical tourism practices is recruited, trained and assessed. These auditors are responsible for evaluating the compliance of registered stakeholders with Fair Trade Tourism standards.
4. **Audit:** Audits are conducted to evaluate various aspects of actors' operations, including their commitment to fair trade principles, ethical conduct, and sustainability practices.
5. **Evaluation:** The assessment of stakeholders' performance and the overall impact of fair trade principles within the travel sector.

### **Engagement with businesses**

Enabel also engages with businesses, mainly to create partnerships to support the implementation of the portfolio. The figure below illustrates the different steps through which the businesses would typically undergo when engaging with Enabel.



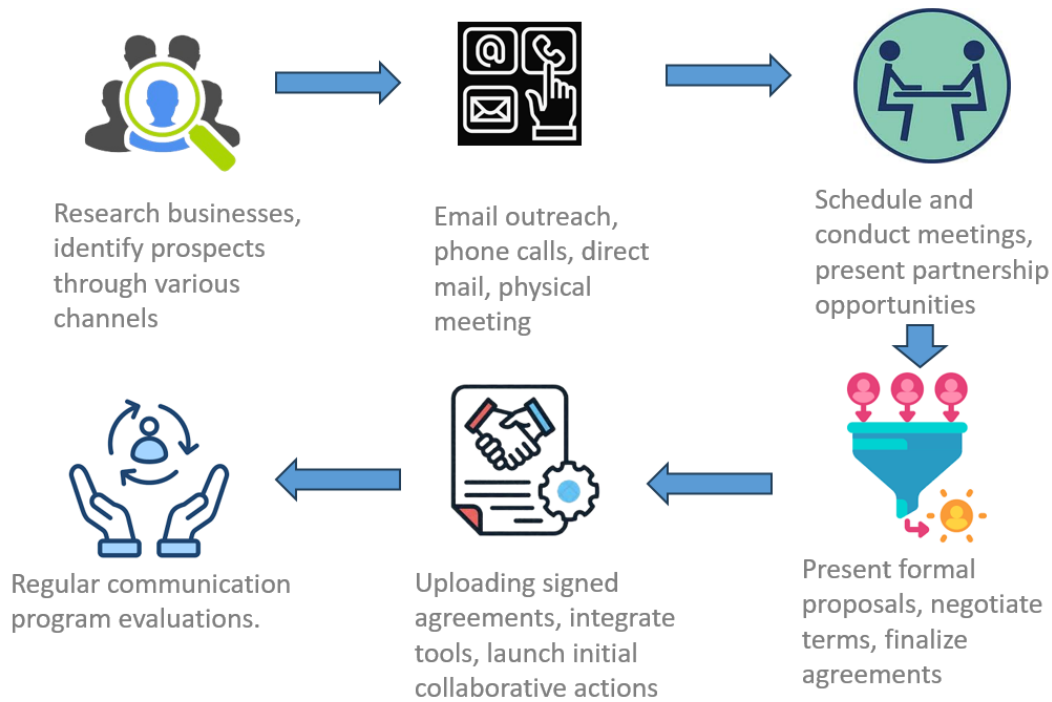


Figure 2 – BUSINESSES WORKFLOW

### Current gaps

The logic is to track beneficiaries from enrolment, training, completion/certification, followed by employment/IGAs/income-evaluation on the one hand and engagement with businesses on the other hand. Tracking those types of activities involves the need to have a system in place that tracks each individual or business through a unique identifier, enabling us to follow them at each step of their journey.

On the one hand, for the beneficiaries, the current system using Kobo Toolbox and Excel gives the information across different sheets. Handling the data to gather that information can be very, complicated and lead to many errors. Those analyses also have to be repeated as many times as data comes in, which is very time-consuming and requires deep technical knowledge to execute.

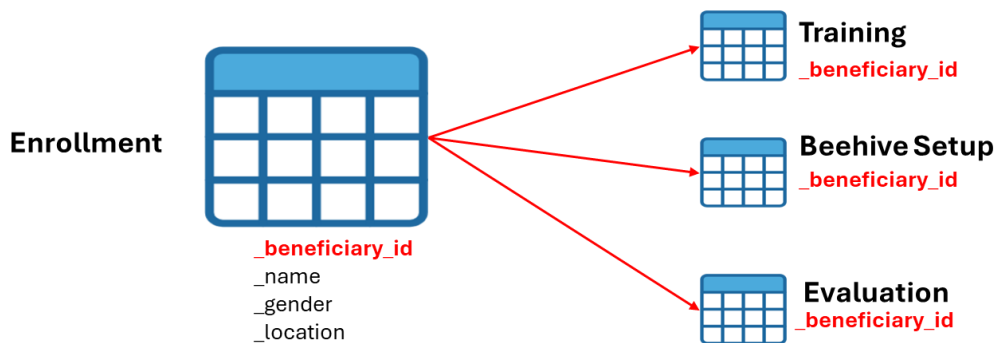


Figure 3 – UNIQUE IDENTIFICATION OF EACH BENEFICIARY THROUGHOUT THE PROJECT

On the other hand, for the businesses, the information is currently recorded using different tools according to the staff involved, such as Word documents, and nothing currently exists to track the engagement with them, such as the steps each of them are at and go through.

Therefore, it is currently difficult to have an overview of the status and impact of Enabel's engagements and projects regarding different types of stakeholders. This also results in difficulties to identify where the challenges come from in achieving the projects' targets.

#### **1.1.1.2 General objective**

The main objective of this consultancy is to procure a digital tool aiming at measuring the impact of different projects through efficiently monitoring and managing the engagement with Enabel's various stakeholders in Uganda i.e.;

1. **Businesses and grantees:** Demonstration of their journey with Enabel towards decent work as well as follow-up their relationship from a (CRM) customer angle.
2. **Beneficiaries:** Registration and tracking of the baseline and ongoing status of the impact/results of the pillar 1 interventions on their everyday lives after identification at the individual/household level.

#### **Specific Objectives**

1. Centralization in one platform of all the data and processes to track the stakeholders. This would enable an integrated workflow to reduce data errors and inconsistencies.
  - Data collection with offline capability.
  - Automated data integration within one platform.
  - Tracking at individual level and analysis at activity, project and organization levels.
  - Reporting and visualization.
2. Provision of access to Enabel staff as well as to grantees, with the capability to manage different levels of access for each user.
3. Capability for stakeholder management:
  - **Beneficiaries:** registration and data collection via offline application, data import, data validation, automated integration and capability to follow individuals' journey; visualization of aggregated data (dropouts, etc.) in reports and dashboards;
  - **Businesses:** registration and data collection via surveys, import and manual entry, capability to capture and visualize the journey and engagement with Enabel, including interactions, tasks and reminders, aggregation of the data in reports and dashboards.
4. Setting targets and informing management team on the areas where they were not achieved and identifying where the specific challenges come from.

## Scope and structure of the monitoring tool

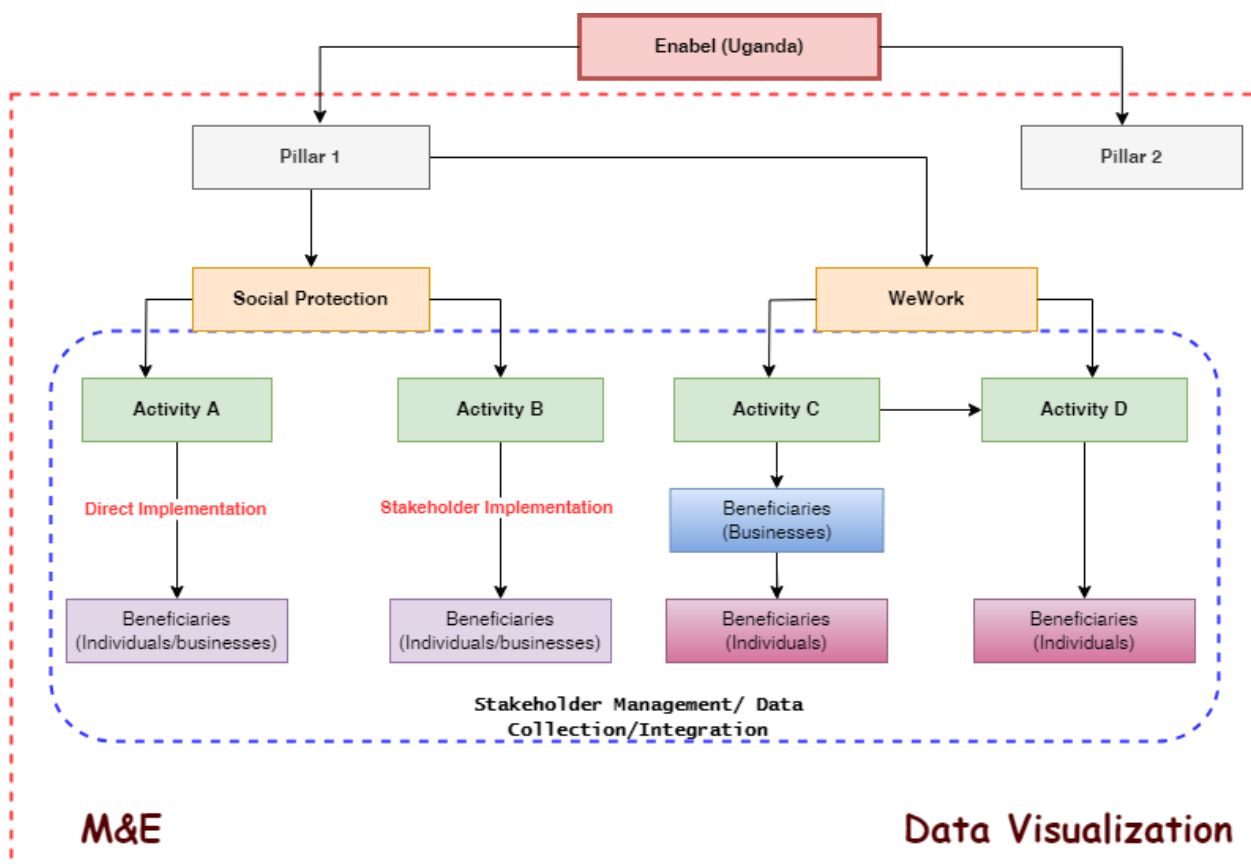


Figure 4 – ORGANIZATIONAL STRUCTURE OF ENABEL IN UGANDA

The figure above shows the structure of Enabel and how the stakeholder tracking tool should fit into the organizational structure. Enabel Uganda oversees two main pillars, each comprising several projects with multiple activities. Some activities under these pillars are directly implemented by Enabel while others involve stakeholder implementation. The beneficiaries at the activity level can be individuals from the projects or businesses engaged within the projects/representation levels.

The proposed Stakeholder Tracking Tool should be able to effectively track and manage various types of stakeholders, including businesses and individuals involved in these activities. This tool should enhance relationship management by maintaining and strengthening connections with all stakeholders. It should support the creation of custom forms for data collection, offline usage, and various data types such as text, photos, and geo-localization. Users will be able to review, correct, complete, and validate information after importation.

For Monitoring and Evaluation, the tool should be able to automatically aggregate data and present it in customizable dashboards. These dashboards should display key indicators, graphs, Tender Specifications – Procurement procedure reference UGA21003-10071

and maps at the activity, project, and organizational levels. The tool should accommodate different access levels, ensure integration with data visualization platforms, and offer flexible data export options for in-depth analysis and reporting. This approach shall enable the M&E team to track various indicators and generate detailed reports.

### Detailed specifications

The detailed specification for the tool are presented in the table below. The contractor should be able to demonstrate their ability to provide an off-the-shelf tool that can be customized within the first month after the inception meeting to meet these requirements.

Specification	Description
<b>User Scope</b>	
Estimated access for 50 users in the first year, potentially to be increased in the second and third year depending on the project needs	2 types of users should be able to access the tool: <ul style="list-style-type: none"> <li>- The users having access to the management of the platform as a whole (26 users estimated for the first year);</li> <li>- The users collecting data on the field through the offline application (24 users estimated for the first year).</li> </ul>
Possibility to register more than 50.000 profiles	It should be possible to register 3 types of stakeholders: <ul style="list-style-type: none"> <li>- Businesses: about 100</li> <li>- Grantees: about 100</li> <li>- Beneficiaries: about 50.000</li> </ul>
<b>Features</b>	
Access management	The tool should enable some users to manage the access to the platform to other users: e.g. only having access to specific features (e.g. data review but no edit of the analyses and dashboards), only having access to specific projects (e.g. grantees being able to manage only their beneficiaries).
Offline data collection	The tool should include an application to collect and view data on the field, even offline and of various data types (text, photos, geo-localization, etc.). The data collection tool should enable the user to register stakeholders with a unique identification mean, and to link each survey to that unique ID. The user should be able to visualize the information already registered for that specific stakeholder.

Flexible Form Builder	The tool should enable users to create custom forms for data collection, allowing different question types (text, numbers, multiple choice, photos, etc.) and features such as conditional statements and autofill.
Data importation	The tool should enable the users to import already existing data in Excel sheets in the platform. A proof of concept for data migration of all of our already existing data will be required.
Possibility to review the imported data	The tool should have the capability for users to review, correct, complete, and validate information in the platform after it was imported or collected through the application.
Visualization of individual profiles	The tool must manage detailed profiles, meaning that after the registration of a stakeholder, it should be possible to visualize their profile, which should be fed automatically by any data imported on the platform or collected in the field. It should be also possible to manually add information to these profiles.
Management of timelines & objectives	The tool must manage timelines and objectives at different levels: projects, activities and stakeholders. It should be possible to set timelines and assign tasks for specific users, link to stakeholders or activities.
Customizable analyses & dashboards	The tool should automatically aggregate data and present it in customizable dashboards, showcasing key indicators, graphs, and maps at the activity, project, and organization levels. It should be possible to share these dashboards with other users and any other person within and outside of the organization.
Data exportation	The tool should offer flexible data export options (XLSX/CSV, PNG/JPEG) for in-depth analysis and reporting.
Integration to other databases and platforms	The system must ensure integration with other databases, such as Enabel's data warehouse, and platforms like PowerBI, through an API or other frameworks.

Stakeholder engagement	The tool should facilitate the maintenance and enhancement of relationships with all stakeholders. This includes the creation and management of individual profiles and the provision of customizable engagement pathways to accommodate diverse needs and scenarios, such as varying activities or dropout points. It should be possible to link the platform to Outlook in order to track stakeholder engagement.
Possibility to differentiate types of stakeholders (beneficiaries & businesses)	The system must differentiate the different types of stakeholders (businesses, grantees and beneficiaries), by assigning types to the individual profiles, as well as via a different interface/tab for each of them.
Different levels of beneficiaries (businesses)	The tool should enable the integration of the structure of Enabel's projects and stakeholders e.g. businesses should be treated as beneficiaries but it should also be possible to assign individuals to them as beneficiaries.
<b>Usability</b>	
One integrated tool	The data collection application should be integrated with the data management platform.
Autonomy/self-sufficiency in the use and customization	It is required that Enabel should be autonomous in the daily use of the tool and should be able to customize their accesses, analysis, dashboards, etc. themselves.
Cloud hosted version available	The tenderer should be able to provide a cloud-hosted version of the platform.
Reliability	<ul style="list-style-type: none"> <li>• The connection to the server should be possible even in areas where access to internet can be slow and challenging.</li> <li>• Bugs should be limited and addressed within a few days by the tenderer as part of the support provided.</li> </ul>
<b>Data protection</b>	
Data security	The tenderer should provide evidence that the access to the data and the system must be only possible by internal users. They should demonstrate the ability to protect the tool from unauthorized access and safeguarding sensitive information from data breaches, ensuring both operational integrity and confidentiality.

Data protection	The tenderer must ensure that personal data protection is correctly applied (GDPR).
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### 1.1.1.3 Tasks

The contractor shall undertake the following key activities to ensure the successful customization and adoption of the monitoring tool;

1. Inception meeting and drafting of the inception report clearly indicating how each task will be undertaken and its scope;
2. Grant access to the off-the-shelf tool for the agreed amount of users (see detailed specifications), for the duration of the contract (1 year, with 2 additional conditional years, see 3.5.);
3. Customize and modify the tool, provide a training and set-up session to the core team that will use the tool on a daily basis within Enabel;
4. Support Enabel's team in the data migration process;
5. Ensure maintenance (e.g. ensuring consistent availability of the most updated version) and support (e.g. bugs and other issues linked to the correct use of the tool should be addressed by the tenderer within a few days and without any additional cost) in the daily use of the tool for the duration of the contract (1 year, with 2 additional conditional years see 3.5.);
6. Draft a final activity report.

**Note:** At the end of the contract, Enabel should be able to recover all the data within the platform and the tenderer must ensure that all data is deleted after successful transfer to Enabel.

### Deliverables:

1. An inception report.
2. Evidence of access to a digital tool (platform and mobile application) as defined in the scope and specifications;
3. Training, customization and set-up report, including training material and a training manual or user guide;
4. Report extracted from the system showing evidence that Enabel's data for the activities targeted during the training and set-up is fully integrated in the platform by the time of operational use;
5. A database of all data entered by Enabel throughout the contract duration available to the team by the end of the contract;

6. Final activity report.

### **1.2 Quality management**

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

### **1.3 Project Management**

An inception meeting will be held virtually, with participants based in Uganda, at the start of the project focused on establishing System. The purpose of this meeting is to discuss the overall implementation strategy for the MIS, review the work plan, and establish effective communication protocols with the project management team. Additionally, the meeting will clarify the roles and responsibilities of the Contracting Authority during the implementation phase, ensuring that the Contractor fully understands the expectations and collaboration required for the project's success.

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

The Contractor shall be required to reply to all queries from the Contracting Authority within three (3) working days, unless agreed otherwise. In case of anything considered as an emergency by Enabel (e.g. system down, major functionality unavailable), the Contractor should reply and solve the issue within 24 hours.

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

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



## 1.3 Requirements for the resources

### 1.3.1 Human Resources

#### 1.3.1.1 Selection of the team

<b>Composition of the team</b>	<ul style="list-style-type: none"><li>• 1 coordinator/team leader</li><li>• 1 technical expert</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 organisation who will represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the selection criteria. Similarly, the Contracting Authority will designate contact persons.

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

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

#### **Individual Expert**

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**

##### **Mandatory requirements for the coordinator/team lead:**

- Master's degree in project management, Business Administration, Information Technology, Information Systems or Computer Science.
- At least five years of project management experience, the ideal candidate should have a proven record of accomplishment of leading large-scale, complex ICT projects, particularly within the public sector where multi-stakeholder coordination is crucial.

#### **Other requirements**

- The expert should have 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 expert**

##### **Mandatory requirements for the technical expert:**

- A degree in a related field such as Information Technology, Engineering, Software Engineering, Information Systems or Computer Science.
- At least 5 years of experience working directly with the tool, including setup, configuration, and customization. This should include experience in implementing the tool in a similar environment to the one in which it will be deployed (other recognized Non-Profit International Organizations, at a similar scale as Enabel in Uganda).

#### **Other requirements**

- He should have experience in delivering training sessions to a variety of audiences, with proven track record of successful training sessions, with positive feedback from participants.
- Experience in managing the implementation of digital tools as a project, including planning, timeline management, and stakeholder communication will be highly appreciated.
- The technical expert should have strong communication skills and problem-solving abilities: ability to communicate complex technical concepts in a clear and accessible

manner to non-technical users, aptitude for troubleshooting issues during setup and training.

- He should have the ability to customize the setup and training sessions to fit the specific needs and context of the organization.

### 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;

#### Phase 1 - Fixed block

No.	Phases	Activities	Duration in calendar days
1.	Inception phase	Inception meeting	5
		Drafting of the inception report	
		Review and approval of the inception report	14
2.	Implementation phase	Creation of user accounts	5
		Setup, customization and training to administrators and users	20

		Support for existing data migration, integration of current workflow and any other technical support and handover to Enabel	60
		Maintenance and support	Ongoing from implementation phase to 1 year after provisional acceptance
3.	Final Report	Drafting of final activity report	5
		Review and approval of the final activity report	14
Total number of calendar days			123 days and 365 days for maintenance and support

### Phase 2 – Conditional block

No.	Activity	Duration in calendar years
1.	Maintenance and support	2
Total number of calendar years		2

#### 1.3.2 Other resources

The contractor shall provide all the necessary resources for their team to facilitate the successful implementation of the contract e.g. for the training and setup session: ICT equipment, accommodation, transport, perdiem, training slides, audio-visual materials, etc. Enabel will provide training venues, cameras, projector, to the contractor and all required facilitation to participants, including transport refund, food and accommodation where needs arise.

## 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;

<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;

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

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

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

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

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

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

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

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

Litigation: Court action.

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

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

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



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

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

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

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

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

### **2.6.2 Confidentiality**

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

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

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

## **2.7 Deontological obligations**

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

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

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

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

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

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

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

## **2.8 Applicable law and competent courts**

The procurement contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this procurement contract.

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

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

## **3 3. Modalities of the contract**

### **3.1 Type of contract**

This procurement contract is a direct services contract.

### **3.2 Scope of the contract**

#### **3.2.1 Subject-matter**

This services procurement contract consists in the performance of Consultancy services for a digital monitoring tool aimed at measuring the impact of different projects (6 projects implementing in different regions in Uganda) via efficiently monitoring and managing the engagement with Enabel's various stakeholders in Uganda 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.

#### **3.2.4 Fixed blocks / conditional blocks**

*(Art. 57 of the Law)*

Phase 1 is a fixed block and phase 2 is conditional block. Contract conclusion pertains to the whole of the contract but only binds the contracting authority to the fixed block. The performance of each conditional block depends on a decision by the contracting authority notified to the contractor at the time of contract award. This is motivated by and contingent upon the need for budget availability. The tenderer must, under penalty of substantial irregularity, submit an offer for all blocks. In order to assess the tenders and determine the most advantageous tender, the contracting authority will take account of all the blocks.

The tenderer must use in his offer for each of the conditional phases for similar services the same unit prices as used for those services in the fixed phase.

### **3.5 Duration of the contract**

For the fixed block, this procurement contract duration shall start the day after the inception meeting and last for 123 calendar days to provisional acceptance of the tool. And there after the provision acceptance of the tool, there shall be maintenance and technical support for 1 year.

For the conditional block, the procurement contract duration shall be 2 calendar years following the decision by the contracting authority notified to the contractor to proceed with phase two.

## 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 Article(s) 25 and 33 of the GIR.

### 4.1 Managing official (Art. 11)

The managing official is Mrs Rose Kato email: [rose.kato@enabel.be](mailto:rose.kato@enabel.be) who will be assisted by Ms Poulain Florine e-mail: [florine.poulain@enabel.be](mailto:florine.poulain@enabel.be) and Muhanguzi Daniel email: [daniel.muhanguzi@enabel.be](mailto:daniel.muhanguzi@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 contractor may not subcontract the contract or a part of the contract to other subcontractors than those presented at the time of submission; subcontracting to subcontractors presented in the tender is allowed only after preliminary approval by the contracting authority of these subcontractors.

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

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

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

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

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

#### **4.6 Performance bond (Art. 25 to 33)**

The performance bond is set at 5% of the total value, excluding VAT, of procurement. 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.

By way of 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 reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender.

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This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

The contractor must, within 30 calendar days from the day of 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 bank account number of the Deposit and Consignment Office. Complete the following form as well as possible: [https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) (PDF, 1.34 Mo), and forward it by e-mail to [info.cdcck@minfin.fed.be](mailto:info.cdcck@minfin.fed.be)

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.

Proof is provided, as appropriate, 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

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 contract and a reference to the procurement documents, as well as the name, first names 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 "mandatary" 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 provisional acceptance: This is equal to a request to release the first half of the performance bond

2° For final acceptance: This is equal to a request to release the second half of the performance bond.

#### **4.7 Conformity of performance (Art. 34)**

The works must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works 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)**

For the fixed block, the services must be performed within 123 calendar days to provision acceptance of the tool and thereafter a 1-year maintenance and technical support. The closure of the service provider's business for annual holidays is not included in this calculation.

For the conditional block, the services must be performed for 2 years following the decision by the contracting authority notified to the contractor to proceed with phase two. 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)**

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The tenderer will be required to give the training and set-up session in Kampala (Uganda) where Enabel staff will be present. Enabel is not responsible for arranging travel and logistics of the consultant. All the costs and arrangements should be included in the budget.

All other activities (inception meeting, acquisition, approvals, support and maintenance) will be performed online.

#### **4.11 Inspection of the services (Art. 150)**

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

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

#### **4.12 Liability of the service provider (Art. 152-153)**

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

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

#### **4.13 Zero tolerance Sexual exploitation and abuse**

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

#### **4.14 Means of action of the contracting authority (Art. 44-51 and 154155)**

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

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned, directly or

indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

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

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

#### **4.14.1 Failure of performance (Art. 44)**

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

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

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

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

§2 Any failure to comply with the provisions of the procurement contract, including the 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.

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

The acceptance specified above is final.

#### **4.15.2 Acceptance costs**

Travel costs and costs for the stay of the managing official will be borne by the service provider. When drawing up his tender, the tenderer shall take into account the following acceptance costs:

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

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: unless indicated otherwise in the Order Form:

Jacqueline Akello

[Jacqueline.akello@enabel.be](mailto:Jacqueline.akello@enabel.be)

Financial Controller- Social Protection

Enabel in Uganda

Kakiza road, plot No. 9 Booma, Fort portal City

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**.

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Following satisfactory provision of the services, payment shall be made in instalments (progress payments) as detailed below:

Deliverables		Payment tranche
<b>Fixed block</b>		<b>100%</b>
	Approval of Inception report	10%
	Provisional acceptance (including the cost of maintenance and technical support for fixed block following the provisional acceptance)	90%
<b>Conditional block</b>		
Year 2	Maintenance and technical support	100% for the whole year at the beginning of the year.
Year 3	Maintenance and technical support	50% at the beginning of the year.
	Approval of final report + handover of full database to Enabel.	50 %

**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%).

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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 tenderer 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 with Prior Publication in application of Article 41 § 1, 1° of the Law of 17 June 2016.

### 5.2 Publication

#### Official publication

This procurement contract is officially advertised in the Belgian Public Tender bulletin.

#### Further notification

This Tender Specifications are published on the Enabel website <https://www.enabel.be/public-procurement/>

#### Additional publication

This procurement contract shall be published in local newspapers as well.

### 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 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) The e-mail comprising the question shall indicate in the subject the procurement procedure reference number and the contract title, as stated on the cover page of these tender specifications. They shall be answered in the order received. The complete overview of questions asked shall be available at the address mentioned above.

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

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the Tender Specifications that are published in the Belgian Public Tender bulletin or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

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

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

### **Preparation of tenders**

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

### **Content of tenders**

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

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

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

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

The tender shall contain the following parts:

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

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Articles of association
- Power of Attorney

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- Certificate of incorporation
- Financial Identification Form, along with the account confirmation letter from the bank
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Financial capacity form
- Subcontractor form (if any)
- Certificate of incorporation/registration

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., NSFF as applicable).
- An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol);

## **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 a page limit of maximum 10 pages and structure below:

- Technical methodology
- Project management

## **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.

### **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:

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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;  
Where applicable, the measures imposed by occupational safety and worker health legislation;  
Customs and excise duties for equipment and products used;

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

One original copy of the completed tender shall be submitted on paper (hard copy). Electronic copies shall be submitted in one or more PDF files on a USB stick. The USB stick shall be inserted into the envelop containing the hard copy tender.

The tender shall be submitted in a properly sealed envelope bearing the following information: Name of tenderer, the title of the contract and the reference of the procurement, as stated on the cover page of the tender specifications.

It may be submitted:

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

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

**Enabel Uganda**

**Contract Service Center**

**Lower Kololo Terrace, Plot 1B**

**PO Box 40131 Kampala – Uganda**

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OR

Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 9:00am to 12:00pm and from 2:00 pm to 4:00 pm (see the address given under Point a) above).

The tender shall be received by the Contracting Authority before **18<sup>th</sup> November, 2024 at 11:00 am, Kampala time**. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

#### **5.4.3 Modification 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 fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

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

The withdrawal must be pure and simple.

## **5.5 Opening and evaluation of Tenders**

### **5.5.1 Opening of tenderers**

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

### **5.5.2 Evaluation of Tenders**

#### **5.5.2.1 Selection of tenderers**

##### **Exclusion grounds**



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

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

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

### Selection criteria

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

<b>1</b>	<b>Sufficient Economic and Financial Capacity</b>
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 100,000 Euros during the past three financial years
<b>2</b>	
<b>Sufficient Technical and Professional Capacity</b>	
2.1	Sufficient experience in providing similar services
Minimum Standard	Minimum of 2 assignments within the scope which were totally and successfully completed in the last 3 years. These assignments must also demonstrate the service provider's experience in working with at least 2 other recognized Non-Profit or public Organizations with a client scale comparable to that of Enabel.  NB: The supplier should be able to attest at least 10 years' experience in providing similar digital tools.
2.2	<b>Sufficient human resources</b>
Minimum Standard	Minimum of 1 staff member for each of the profiles defined in the technical specification. (attach signed CVs and academic certificates)

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

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

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

### **Regularity of tenders**

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

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

### **5.5.2.2 qualitative and financial evaluation of tenders**

#### **Negotiation**

The formally and materially regular tenders will be evaluated as to content by an evaluation committee. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

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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:

No.	Qualitative Award Criteria	Max. Points: 70																				
1.	Quality of the proposed Technical Methodology (approaches, strategies and techniques)	40																				
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)	20																				
3	Quality of the proposed Human resources (Experience of experts)	10																				
	<table border="1"> <thead> <tr> <th>Team lead</th> <th>Points</th> <th>Individual experts</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>5 years</td> <td>2.5</td> <td>5 years</td> <td>2.5</td> </tr> <tr> <td>6 years</td> <td>5</td> <td>6 years</td> <td>5</td> </tr> <tr> <td>7 years</td> <td>7.5</td> <td>7 years</td> <td>7.5</td> </tr> <tr> <td>8 years and above</td> <td>10</td> <td>8 years and above</td> <td>10</td> </tr> </tbody> </table>		Team lead	Points	Individual experts	Points	5 years	2.5	5 years	2.5	6 years	5	6 years	5	7 years	7.5	7 years	7.5	8 years and above	10	8 years and above	10
Team lead	Points		Individual experts	Points																		
5 years	2.5		5 years	2.5																		
6 years	5		6 years	5																		
7 years	7.5	7 years	7.5																			
8 years and above	10	8 years and above	10																			

**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:

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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**

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

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

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

### **5.6.2 Concluding the contract**

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

Notification is via e-mail.

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

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the

publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

## 6 Annexes

### 6.1 Technical documents

Not applicable.

### 6.2 Contractual Documents

#### Model Performance Bond

*Only for the successful tenderer:*

Bank X Address

Performance bond n° X

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

X, address (the “Bank”)

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

“Public contract for the supply of supply, delivery, installation, testing, basic user and technical training and commissioning of medical equipment for health facilities in West Nile and Rwenzori regions, tender documents Enabel UGA20003-10013” (the “Contract”).

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

This performance bond shall be released in accordance with the provisions of the tender documents Enabel UGA20003-10013 and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

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

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank. The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X Signature: Name:

## 6.3 Procedural Documents – Tender Forms

### 6.3.1 ADMINISTRATIVE PROPOSAL

#### Legal Identification forms

<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 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 traders, self-employed etc.) YES      NO	<b>BUSINESS NAME (if applicable)</b> <b>VAT NUMBER</b> <b>REGISTRATION NUMBER</b> <b>PLACE OF REGISTRATION</b> CITY

	<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.



**Legal person entity private/public legal body**

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

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

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

③ **Registration number in the national register of the entity.**

**Public law entity**

<b>OFFICIAL NAME</b> ①	
<b>BUSINESS NAME</b> (if different)	
<b>ABREVIATION</b>	
<b>LEGAL FORM</b>	
<b>ORGANISATION TYPE</b>	<b>FOR PROFIT</b> <b>NOT FOR PROFIT</b> <b>NGO</b> ② <b>YES</b> <b>NO</b>
<b>MAIN REGISTRATION NUMBER</b> ③	
<b>SECONDARY REGISTRATION NUMBER</b> (if applicable)	
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b> <b>COUNTRY</b>
<b>DATE OF MAIN REGISTRATION</b>	<b>DD</b> <b>MM</b> <b>YYYY</b>
<b>VAT NUMBER</b>	
<b>ADDRESS OF HEAD OFFICE</b>	
<b>POSTCODE</b>	<b>P.O. BOX</b> <b>CITY</b>
<b>COUNTRY</b>	<b>PHONE</b>
<b>E-MAIL</b>	
<b>DATE</b>	<b>STAMP</b>
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>	

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

**Financial identification form**

<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)	DATE (Obligatory)

<sup>8</sup> This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

<sup>9</sup> Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

**Subcontractors**

Name and legal form	Address / Registered office	Object

### **Declaration on honour – exclusion criteria**

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

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

1° involvement in a criminal organisation

2° corruption

3° fraud

4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

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

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

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

Are also considered such serious professional misconduct:

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

2019

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

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

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

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

5) When a conflict of interest cannot be remedied by other, less intrusive measures;

6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

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

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

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

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

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions><https://finances.belgium.be/fr/tresorerie/sanctions-internationales-nations-unies>

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions>  
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europeennes-ue>  
<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated>  
[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-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**

<b>Description of the 2 assignments within the scope which were totally and successfully completed in the last 3 years</b>	<b>Location</b>	<b>Amount involved</b>	<b>Completion date in the last 3 years (only <u>totally</u> performed assignments)</b>	<b>Name of the public or private bodies</b>

**Certificates of completion**

For each of the assignments listed, the tenderer must provide in the administrative proposal as annexes to this form the certificates of completion/acceptance (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.

**6.3.2 TECHNICAL PROPOSAL**

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

The tenderer must complete the **table hereunder**. He must provide in his offer the **CV's and academic documents of the key experts (the team leader and expert) 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
	Coordinator / Team leader			
	Expert 1			

### 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.

#### Fixed Block

N°	Description	Quantity	Unit of measure	Unit price exc. VAT	Lump-sum unit prices exc. VAT
1.	Set-up, customization and 1-years' maintenance and technical support of the management information system platform	1	Lump sum	€	€
Total contract price (excl. VAT)					€
VAT percentage (if applicable):					18%
This contract shall be subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda.					

**NOTE:**

1. The cost of maintenance and technical support for 1 year following the provisional acceptance should be part of the fixed block price.
2. The tenderer shall include a detailed cost breakdown sheet detailing the lump sum price stated in the financial offer form.

**Conditional Block**

N°	Description	Quantity	Unit of measure	Unit price exc. VAT	Lump-sum unit prices exc. VAT
1.	Hosting, maintenance and technical support of the management information system platform and offering of 24 hr support	2	year	€	€
2.	Integration of additional users in the 2nd and 3rd year	1	person	€	€
Total contract price (excl VAT)					€
VAT percentage (if applicable):					18 %
This contract shall be subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda.					

Name and first name: .....

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

Place and date: .....

Signature: .....