



Tender Specifications

Framework contract service for provision of Medical Insurance Policy for Enabel in Uganda national staff and dependents

Open procedure

Reference number: 2800UGA-10089

Navision code: 2800UGA

Table of content

1. Technical Specifications	4
1.1 Requirements for the services	4
1.1.1 Technical methodology	4
1.1.1.1 Background information	4
1.1.1.2 Objective	4
1.1.1.3 Tasks.....	4
1.1.1.4 Deliverables.....	11
1.1.1.5 Premium.....	11
1.1.2 Quality management.....	11
1.1.3 Project Management	11
2. General Provisions	13
2.1 Derogations from the General Implementing Rules	13
2.2 Contracting authority.....	13
2.3 Institutional framework of Enabel	13
2.4 Rules governing the public contract	14
2.5 Definitions	15
2.6 Processing of personal data by the contracting authority and confidentiality.....	16
2.7 Deontological obligations.....	17
2.8 Applicable law and competent courts	17
3. Modalities of the Contract	18
3.1 Type of contract	18
3.2 Subject-matter of the public contract.....	18
3.3 Items.....	18
3.4 Duration of the public contract.....	18
3.5 Variants	18
3.6 Quantities.....	18
5. Specific Contractual Conditions	19
4.1 Deviations from the General Implementing Rules.....	19
4.2 Managing official (Art. 11)	19
4.3 Subcontractors (Art. 12 to 15)	19
4.4 Confidentiality (art. 18).....	20
4.5 Protection of personal data	20
4.6 Intellectual property (Art. 19 to 23).....	21
4.7 Performance bond (Art. 25 to 33).....	21
4.8 Conformity of performance (Art. 34)	21
4.9 Zero tolerance Sexual exploitation and abuse.....	22

4.10 Changes to the public contract (Art. 37 to 38/19)	22
4.11 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12).....	23
4.12 Unforeseen circumstances.....	23
4.13 Preliminary technical acceptance (Art. 42)	23
4.14 Inspection of the services (Art. 150)	23
4.15 Liability of the service provider (Art. 152-153)	24
4.16 Means of action of the contracting authority (Art. 44-51 and 154-155)	24
4.17 End of the public contract.....	25
4.18 Invoicing and payment of services (Art. 66 to 72 – 160)	26
4.19 Litigation (Art. 73)	26
6. The Procurement Procedure.....	28
5.1 Type of procedure	28
5.2 Publication.....	28
5.2.1 Official notification.....	28
5.2.2 Enabel publication.....	28
5.3 Information	28
5.4 Preparation and Submission of the Tender	29
5.4.1 Preparation of the tender	29
5.4.3 Modification or withdrawal of submitted tenders	32
5.5 Opening of Tenders.....	32
5.6 Evaluation of Tenders	32
5.6.1 Selection of tenderers	32
5.6.2 Modalities relating to tender examination and regularity of the tenders.....	33
5.6.3 Award criteria.....	34
5.6.4 Final score	36
5.7 Award and Conclusion of the Contract	36
5.7.1 Awarding the public contract.....	36
5.7.2 Concluding the public contract	36
7. Annexes.....	38
6.1 Technical documents	38
6.2 Procedural Documents – Tender Forms	38
6.3.1 ADMINISTRATIVE PROPOSAL	38
6.3.2 TECHNICAL PROPOSAL	49
6.3.3 FINANCIAL PROPOSAL	53

1. Technical Specifications

1.1 Requirements for the services

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

Enabel in Uganda, through its Representation, manages the Medical Insurance policy cover and each Employee working under a full-time Employment contract is offered this benefit. Interims and volunteers are not covered under medical insurance policy cover. Enabel provides medical insurance cover for all its national staff together with their spouses (below the age of 70 years), biological dependents and legally adopted children below the age of 25 years based in Kampala, Kaliro, Mubende, Kabale, Hoima, Masindi, Arua, Fort Portal, Kasese, Moroto, Nakapiripirit, Gulu and the Acholi Sub-region among others.

Enabel in Uganda, therefore invites tenders from reputable insurance companies to express interest in providing the medical insurance cover.

1.1.1.2 Objective

The overall objective is to provide quality medical insurance policy cover for Enabel national staff with their spouses below the age of 70 years, biological dependents and legally adopted children below the age of 25 years.

1.1.1.3 Tasks

The scope of services shall include the following among others:

- a) Provide Medical Insurance services for all Enabel in Uganda staff and their dependents in accordance with the relevant insurance laws of Uganda and the Enabel in Uganda Internal Regulations;
- b) Implement the Medical Insurance policy cover for Enabel in Uganda;
- c) Provide technical advice to Enabel in Uganda regarding this insurance policy cover;
- d) Regularly conduct a risk assessment under this policy and provide advice to Enabel in Uganda;
- e) Promptly process all medical insurance requests submitted by the Human Resource Officer and ensure that staff have access to medical facilities as and when required;
- f) Provide reports to Enabel in Uganda as and when required regarding the management of this insurance policy;
- g) Keep full and accurate records regarding this policy and provide information to Enabel in Uganda promptly when required;

- h) Advise Enabel in Uganda of any innovations and products that are beneficial to Enabel in Uganda in respect of this policy;
- i) Clearly provide limits for coverage if any and state the maximum benefits to members for all services in the scheme for inpatient and outpatient cover per person per year;
- j) Provide pharmacies where members can access drugs and medication not found in the specified clinics and hospitals, taking into account the geographical spread of the authority staff family members;
- k) Provide 24-hour nursing and hospitalization services to eligible members of the medical scheme especially for emergencies;
- l) Provide a list of reliable and reputable hospitals and clinics under your scheme in major towns in Uganda with their contacts and locations. The service centers should include national referral hospitals and major hospitals and clinics in the country;

In addition, the contractor shall provide medical insurance policy to Enabel in Uganda national staff and their eligible dependents on a premium rate with clear indications of their benefits.

Providing and maintaining consistent inpatient, outpatient, dental, maternity, optical medical service etc in all Districts and major towns in Uganda, taking into consideration that staff may have families living in their home districts.

The contractor shall provide medical insurance coverage scheme for both inpatient and outpatient.

- a) This should cover but not be limited to the following:
 - Consultation with both General practitioners and Specialist Doctors
 - Prescribed Laboratory tests/investigations, X-rays and Ultra Sound scans
 - Computed Tomography (CT) Scan and Magnetic Resonance Imaging (MRI)
 - Diagnosis and Treatment of common ailments
 - ENT Services
 - Physiotherapy
 - Treatment of STDs
 - Routine medical check-ups
 - At least one comprehensive medical examination for each eligible beneficiary
 - Cardiac echo, EEG, ECGs
 - Treatment, dressing or diagnostic testing
 - UNEPI Vaccination
 - Health Education
 - Emergency Treatments
 - All prescribed drugs
 - All relevant Laboratory costs
 - Referral to specialist doctors within and outside that particular scheme
 - Family planning advice
 - Prevention of mother to child transmission (PMTCT)
 - Pre, post and antenatal care
 - Private room
 - Surgical operations and procedures

- Professional fees
 - Theatre fees
 - Anesthetics for surgery
 - Assistant at operation
 - Labour and recovery wards
 - Deliveries (Normal and Caesarean)
 - Intensive care and high care unit
 - Visits and consultations by GP and or Specialists
 - X-ray and Pathology
 - Physiotherapy
 - Ultrasound scans
 - MRI and CT scan
 - Blood transfusion
 - Internal Prostheses
 - General Surgery
 - Maternity including antenatal consultations and delivery at service provider's premises or at approved hospital
 - Paediatrics
 - Internal Medicine
 - Road Ambulance in case of an Emergency etc
- b) Specialist Consultation and treatment;
ENT, Obstetrics, Gynecology, Dermatology, Urology, Oncology, Pediatric, Orthopedic, Cardiology, internal medicine, surgery, physician etc
- c) Dental treatment plan shall include;
- Routine dentistry
 - Extraction
 - Filling
 - Scaling
 - Polishing
 - Root canal repair etc
- d) Optical treatment shall include;
- Optical plan covers
 - Routine ophthalmology / optical consultation, First prescription of lenses and replacements
 - Treatment of eye infections
 - Removal of deep-seated foreign bodies in the eyes
 - Excision of conjunctival growth
 - Examination under anesthesia
 - Provision of lenses and frames etc
- e) HIV/AIDS treatment services shall include;
- Counselling especially HIV related counselling
 - Treatment of HIV opportunistic infections
 - Lab tests as clinically recommended by the medical practitioner

- CD4 count
 - First line & second line ARV drugs
 - Physiotherapy etc
- f) Wellness Services
- Routine wellness screening: pap smears and other cancer screening, blood pressure, blood sugar, voluntary HIV tests, cholesterol checks and BMI.
 - Dental check
 - Prostate tests (PSA) etc
- g) Funeral Expenses
- Body treatment and mortuary charges for one day
 - Funeral expenses of UGX. 3,000,000/= per member etc
- h) An Employee Assistance Program (EAP) which is a work-based program that offers counselling, referrals, and follow-up services to Employees who have personal and/or work-related problems among others.

Accordingly, the minimum expected cover for each of the benefits for the duration of 12 months includes but not limited to the following benefits stated in the table:

The following services are categorized as category A: In patient cover, outpatient cover and other benefits “Must be fully covered” which shall be evaluated on a pass and fail basis, category B must “Must be proposed” **but should not be below the minimum amounts provided** which shall be considered under the award criteria and shall contribute to the overall score (see point **Fout! Verwijzingsbron niet gevonden. “Fout! Verwijzingsbron niet gevonden.”**)

1. Category A: In-patient, outpatient and other benefits (Must be fully covered within the annual in patient / outpatient limit)

S/NO.	BENEFITS DESCRIPTION	MINIMUM COVER LIMIT (UGX)
A	Benefits that shall be mandatory within the inpatient cover limit	
1.	In-patient Illness Hospitalization - Treatment for common conditions that develop quickly and last for relatively short times and respond to treatment	Fully Covered
2.	Intensive Care Unit admissions and High Care Unit of a hospital	Fully Covered
3.	In-patient Nursing fees, medical expenses and ancillary charges	Fully Covered
4.	In-patient Charges for prescribed medicines, drugs and dressing	Fully Covered
5.	In-patient Specialists’ Consultation fees, General Surgery, laparoscopy surgery, Surgeons’, consultants’, charges for medical practitioners, anesthetists”, theatre and theatre consumables, nursing care etc and take-home medicines after discharge from hospital etc	Fully Covered
6.	In-patient X-rays, MRI, CT scans, PET, Ultrasound scans and imaging tests including angiography, radiology, Cardiac echo, EEG, ECGs etc (on preauthorization by doctor)	Fully Covered
7.	In-patient Pathology, diagnostic tests & procedures	Fully Covered
8.	In-patient ENT Management i.e., treatment of ailments relating to the Ear, Nose, and Throat	Fully Covered

9.	In-patient Accidents, emergencies and admission in high care unit of a hospital	Fully Covered
10.	In-patient Reconstructive surgeries; following an accident	Fully Covered
11.	In-patient illness related to reconstructive surgery	Fully Covered
12.	HIV/AIDS Inpatient treatment and all opportunistic infections	Fully Covered
13.	In-patient Congenital conditions; covers both hereditary & birth defects	Fully Covered
14.	In-patient Acute Renal and Peritoneal Dialysis	Fully Covered
15.	In-patient Organ and tissue transplant	Fully Covered
16.	In-patient Blood transfusion	Fully Covered
17.	In-patient Major Medical treatment	Fully Covered
B	Benefits that shall be mandatory within the outpatient cover limit	
1.	Out-patient Nursing fees, medical expenses and auxiliary charges	Fully Covered
2.	Out-patient Charges for prescribed medicines, drugs and dressing	Fully Covered
3.	Out-patient General Practitioners & Specialists' Consultation fees	Fully Covered
4.	Out-patient X-rays, MRI, CT scans, PET, Ultrasound scans and imaging tests including angiography, radiology, Cardiac echo, EEG, ECGs etc (on preauthorization by doctor)	Fully Covered
5.	Out-patient Pathology, diagnostic tests & procedures	Fully Covered
6.	Out-patient ENT Management i.e., treatment of ailments relating to the Ear, Nose, and Throat	Fully Covered
7.	Out-patient Orthopedics & devices according to medical prescription	Fully Covered
8.	Out-patient Skin diseases and infections Dermatologist	Fully Covered
9.	Out-patient Chronic Conditions and pre-existing; medical Conditions that are existing at the start of the insurance policy such as high blood pressure, diabetes, asthma, sickle cell, anemia, terminal illness, bed side services etc	Fully Covered
10.	HIV/AIDS out-patient treatment and all opportunistic infections	Fully Covered
11.	Out-patient Oncology tests, consultation and Cancer treatment	Fully Covered
12.	Out-patient General Surgery and Emergency surgery	Fully Covered
13.	Out-patient Congenital conditions; covers both hereditary & birth defects	Fully Covered
14.	Out-patient Acute Renal and Peritoneal Dialysis	Fully Covered
15.	Out-patient Post Hospitalization Treatment	Fully Covered
16.	Out-patient Psychiatric treatment	Fully Covered
17.	Out-patient Physiotherapy	Fully Covered
18.	Out-patient Maternity-Antenatal and Post-natal check-up	Fully Covered
C	OTHERS BENEFITS	
1.	Medical Rescue, evacuation and ambulance services	Fully Covered

2.	Body Repatriation	Fully Covered
3.	Repatriation of the minor insured isolated abroad	Fully Covered
4.	Referral treatment outside Uganda subject to Pre-authorization within the overall covered limit	Fully Covered
5.	Advance on medical expenses abroad	Fully Covered
6.	Reimbursement claims in case of an emergency; In case of no appointed provider nearby; All other cases where patient uses a non-network provider following prior approval	Fully Covered
7.	Rehabilitation (Step-down facility post-operative), private nursing and Hospice services	Fully Covered
8.	Wellness Annual Checks; wellness talks, wellness clinics, Annual medical check-up, Diagnostic tests, PSA for males above 45 years, Breast exam & VIA for Females above 30 years etc	Fully Covered
9.	Private Painless Vaccinations and Immunization etc	Fully Covered
10.	Medical circumcision	Fully Covered
11.	COVID 19 admission, testing and treatment	Fully Covered
12.	Yellow Fever Treatment	Fully Covered
13.	Hepatitis B diagnosis and Treatment	Fully Covered
14.	Family planning e.g., IUDs etc	Fully Covered
15.	Tele medicines	Fully Covered
16.	Clinical networks of hospitals, medical centers, clinics etc covering the geographical area: - Northern, Eastern, Central, Southern, and Western etc	Fully Covered
17.	List of Pharmaceutical services in the accredited medical facilities or designated pharmacies as shall be recommended by the medical practitioners/ specialists	Fully Covered

2. Category B: In-patient, outpatient and other benefits (Must be proposed)

S/NO.	BENEFITS DESCRIPTION	MINIMUM COVER LIMIT (UGX)
A	IN-PATIENT	
1.	Overall annual in-patient limit per person	Covered up to 100,000,000
2.	Hospital room / bed limit per night and includes Lodger fees for parents/guardian accommodation taking care of a patient from the inpatient benefit limit (Private room)	300,000
3.	In-patient Ophthalmology treatment	5,000,000
4.	In-patient Dental illness related to surgery; treatment for natural teeth and gum diseases, admission for purposes of dental reconstructive surgery, Maxilla Facial, Oral and Dental Surgery related to Trauma etc.	5,000,000

5.	In-patient Optical illness; eyesight testing, surgery caused to the eyes by illness & prescription of spectacles etc.	5,000,000
6.	In-patient Orthopedics & devices according to medical prescription	5,000,000
7.	In-patient Skin diseases and infections Dermatologist	5,000,000
8.	In-patient Chronic Conditions and pre-existing; medical Conditions that are existing at the start of the insurance policy such as high blood pressure, diabetes, asthma, sickle cell, anemia, terminal illness, bed side services etc	10,000,000
9.	In-patient Internal & External appliances and prosthesis	10,000,000
10.	In-patient Psychiatric treatment	5,000,000
11.	In-Patient Physiotherapy	5,000,000
12.	In-patient Oncology tests, consultation and Cancer treatment	15,000,000
13.	In-patient Gynecological Surgery (e.g., Uterine Fibroids, etc.) but excluding fertility treatment	5,000,000
14.	In-patient Maternity; Antenatal, Child bearing expenses in hospital including normal delivery and emergency caesarean section delivery. Complications arising out of pregnancy leading to hospitalization before, during and after delivery. New Born Baby; covers babies born premature and new medical treatment required before discharge from hospital including Pre and Post Natal fees and Neo-Natal ward fees (All services and treatment for 1 month) etc	5,000,000
B	OUT-PATIENT	
1.	Overall annual Out-patient limit per person	Covered up to 5,000,000
2.	Out-patient Dental Consultation & treatment, extractions, examination, fillings, minor surgery, root canal, x-rays, cleaning, non-surgical extractions, scaling and polishing etc	700,000
3.	Out-patient Optical; Eye testing, eye lenses & glasses, frames and treatment of eye related illness etc.	700,000
C	OTHERS	
1.	Funeral Expenses; Covering burial expenses and paid on confirmation of death of each member i.e., in the event of death of each beneficiary, the contractor shall hire a funeral company to manage the entire process from the point of death to the final burial, on behalf of Enabel	3,000,000
2.	Eligibility and enrolment of members	0 - 70 years for Staff and Spouse, 0 - 25 years for children

In addition, the contractor should Indicate complimentary benefits to the policy cover, if any.

1.1.1.4 Deliverables

- The contractor shall provide medical insurance cards or insurance codes for each person insured.
- The contractor shall provide a list of hospitals, health facilities and pharmacies that shall be used by the beneficiaries

1.1.1.5 Premium

The tenderer shall propose the premium to be charged basing on the total number of staff and dependants stated. This value may change (increase or decrease) depending on the actual total number of beneficiaries in line with common practice.

Enabel in Uganda shall send to the contractor at the beginning of each policy period a list of all staff with:

- The name, and birth date of the beneficiaries;
- The name of the project and the project code;
- The duration of insurance cover applicable.

For members whose contract expire before the end of the premium date, the premium shall be calculated on a prorated basis to ascertain the monthly premium and according to the number of months covered.

Only the Contracting Authority shall exclusively inform the insurance company of applications for new registration and de-registration by means of a notification intended for this purpose (with the updated list of beneficiaries).

For new members during this period, the premium shall be prorated on the basis of monthly premium and according to the number of months covered for the applicable period, from the first day of the month of registration until the end of the premium period.

However, in the event of resignation/termination of staff who has not accessed the services, the medical cover shall be directly transferred to cover the replacement and dependant(s) shall be adjusted accordingly.

The percentage rate for premium, training levy, stamp duty and VAT detailed in the price schedule attached shall apply. The premium shall be calculated on a prorated basis according to the number of months covered for the applicable period.

The contractor shall ensure that new beneficiaries are able to access medical services one day after Enabel registration and notification to the contractor.

1.1.2 Quality management

The services shall comply in all respects with the contract documents. Even in the absence of detailed technical specifications in contract documents, the services must comply in all respects with good practice.

1.1.3 Project Management

The contractor shall provide a detailed plan on how they intend to roll out the scheme to all eligible staff and their dependents;

The contractor shall provide a detailed guide on how they shall handle exit and replacement of members into the scheme;

The contractor shall provide a detailed guide on how they shall handle pre-existing medical conditions of members;

The contractor shall provide a clear system of registration and identification of members of the scheme;

New beneficiaries shall also receive their cards or any other identification within 1 week of submitting a registration and notification of the contractor. On the other hand, the contractor shall ensure that all memberships are terminated on the day of official notification about the same, from Enabel.

Only the contracting authority represented by the contract manager shall exclusively inform the insurance company of new registrations, deregistration, replacement and extension by means of notification for this purpose as follows; -

1. In case of new registration, the contract manager shall send to the contractor:
 - The name (s) of the person(s) to be insured;
 - Indicate whether it is a replacement and indicate the staff being replaced;
 - The name of the project and the project code;
 - The duration of cover.

2. In case of deregistration, the contracting authority shall immediately send to the contractor:
 - The name(s) of staff whose contract has ended as well as the names of the staff's dependents hence to be de-registered;
 - The name of the project and project code;

3. In case of replacement, the contracting authority shall send to the contractor:
 - The name(s) of new staff replacing the staff who left
 - The names of the dependents of the staff
 - The Project and project code of the new staff
 - The duration of cover.

Enabel reserves the right to demand an activity report at any time to the service provider. All correspondences between Enabel and the service provider must be through formal communication means (mail or email).

The contractor shall designate in their offer 2 focal persons. These shall be the only points of contact for all matters related to the contract between Enabel and the contractor. The same persons shall be responsible for the day-to-day relations and processing of claims.

The service provider shall send Enabel the following documents monthly:

- The summary statement of paid claims, recourse cashed.
- The state of known claims remaining to be settled as well as a statement of claims at the end of the premium period.

2. General Provisions

2.1 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.

2.2 Contracting authority

The contracting authority of this public 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 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 realization 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 framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonization and alignment of aid;

- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003², as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization³ on Freedom of Association (C. n°87), on the Right to Organise and

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

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

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 of Paris, 12 December 2015;
- The first Management Contract contracting 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 public contract

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁶;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁷; • Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be.
- Enabel 's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- [local legislation with regards to sexual harassment at the workplace or equivalent]
- 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;

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

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

2.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

The contractor/ service provider: The tenderer to whom the public 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 public contract under the conditions that he has submitted;

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

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

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

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer; Option: A minor and not strictly necessary element for the performance of the 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 January 2013 establishing the General Implementing Rules for public procurement 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;

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

E-tendering: Through the E-tendering platform tenderers can submit and open electronic tenders/requests to participate;

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 contract or performance of a 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

Processing of personal data by the contracting authority

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

Confidentiality

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

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

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 for Enabel.

For the duration of the 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 public 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 appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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 desk review or on-the-spot check, 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 his contract cancelled or to be permanently excluded.

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 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 contract.

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

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

3. Modalities of the Contract

3.1 Type of contract

This contract is a framework service contract.

3.2 Subject-matter of the public contract

The subject of the contract is provision of medical insurance policy for Enabel in Uganda National Staff and Dependents, in conformity with the conditions of these Tender Specifications.

3.3 Items

This procurement contract consists of the items stated in part 1 of this tender document. 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.

3.4 Duration of the public contract

The contract shall be for an initial period of one year but could be renewed up to three times each year by tacit agreement upon satisfactory performance. The maximum duration shall not exceed 4 years.

The renewal shall be made as per the terms and conditions of the initial Tender Specifications. Should the contract not be renewed, the contractor cannot claim damages.

3.5 Variants

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

3.6 Quantities

The estimated quantities for this contract shall be as follows:

Minimum quantities	Maximum quantities
634 beneficiaries	800 beneficiaries

The public contract estimated quantities are for information purposes only and regard the whole duration of the contract. The contractor must therefore be able to perform these quantities for the period that covers the duration of the public contract.

Exact quantities shall be determined in order forms. The contracting authority does not commit in any way as to quantities that shall actually be ordered through this contract. The contractor cannot use the fact that the listed quantities were not attained as a basis for claiming compensation.

5. Specific Contractual Conditions

4.1 Deviations from the General Implementing Rules

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

4.2 Managing official (Art. 11)

The managing official is the Human Resource officer; Ms. Stella Olaboro e-mail; stella.olaboro@enabel.be

Once the 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 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 contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the 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 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.

4.3 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 recognize any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The service provider undertakes to have the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

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

4.4 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.5 Protection of personal data

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.

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.

4.6 Intellectual property (Art. 19 to 23)

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

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the Subject-matter of the public 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 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 license 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 license in the procurement documents.

4.7 Performance bond (Art. 25 to 33)

According to art. 25, §1, 2°, g) of the GIR, no performance bond is required for this contract.

4.8 Conformity of performance (Art. 34)

The services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services must comply in all aspects with good practice.

4.9 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.

4.10 Changes to the public contract (Art. 37 to 38/19)

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 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 the supplies and services already delivered, 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 contract.

Revision of prices (Art. 38/7)

This public contract provides for a price revision. Only one price revision can be applied per year (upon the contract award anniversary date).

To calculate the price revision, the following formula applies:

$$P_r = P_o \left(\frac{I_r}{I_o} \right)$$

where:

P_r = Price after revision

P_o = Price quoted in the tender

I_o = Index for the month in which the framework Contract (FWC) enters into force;

I_r = Index for the month in which the request to revise prices is received

This revision shall be determined by the trend in the harmonized consumer price index published by the Uganda Bureau of Statistics (UBOS) Database for the applicable index appropriate for the industry.

The price revision may only be applied if the price increase or decrease following the request or if the price revision request amounts to at least 3% of the price quoted in the tender (for the first price revision) or of the last price revised or imposed (as of the second price revision). The total revision under this clause shall be subject to a ceiling of plus or minus 10% of the price quoted in the tender.

4.11 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 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 unfavorable 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 period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing to unfavorable 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 contract.

4.12 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 public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.13 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to request an activity report at any time of the assignment from 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...).

4.14 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.

4.15 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.

4.16 Means of action of the contracting authority (Art. 44-51 and 154-155)

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 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 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 contract and/or the exclusion from procurement by the contracting authority for a determined duration.

Failure of performance (Art. 44)

§1 The contractor is considered to be in failure of performance under the 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 have been given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the 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.

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 period without the issuing of a report and they are automatically applied for the total number of days of delay.

Regardless of the application of any fines for delay, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

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 recognized the defects detected.

§2 The measures as of right are:

1° Unilateral termination of the 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 contract;

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

4.17 End of the public contract

Acceptance of the services performed (Art. 64-65 and 156)

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

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

The acceptance specified above is final.

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

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

Ms. Stella Olaboro Adipo
stella.olaboro@enabel.be
Human Resource Officer,
Enabel, Belgian development agency
Lower Kololo Terrace, Plot 1B
PO Box 40131, Kampala

The premium will be paid within the first 30 days after award notification. The invoices are submitted at the Representation to the Human Resource Officer.

The insurance notice/ invoice will mention:

- the names of staff and their beneficiaries to be insured;
- the total premium payable;
- the duration of cover;
- the name of the project and the project code;
- “Enable in Uganda, Lower Kololo Terrace, Plot 1b, Kampala, Uganda”;
- the title of the contract: “Provision of Medical Insurance Policy for Enabel Staff and Dependents”;
- the reference of the tender documents: “2800UGA-10089”;
- the name of the contract manager (Ms. Stella Olaboro Adipo).

The invoice shall be in Uganda shillings (UGX).

In the event of new registration, deregistration and extension, payments will be done in accordance with section **1.1.1 “Technical methodology”**

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 premium owed to the service provider shall be paid within thirty days following receipt and verification of the invoices. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

The invoice must be in Uganda Shillings.

The premium will be paid within the first 30 days after award notification, in accordance with art. 67, §1, 4°. The invoices are submitted at the Representation to the Human Resource Officer.

4.19 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public 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 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 Ms. Inge Janssens rue Haute 147

1000 Brussels

Belgium

6. The Procurement Procedure

5.1 Type of procedure

This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open procedure.

5.2 Publication

5.2.1 Official notification

This contract is officially advertised in the Belgian Public Tender bulletin and in the Official Journal of the European Union.

5.2.2 Enabel publication

These Tender Specifications are posted on the website of Enabel <https://www.enabel.be/public-procurement/> and an invitation to tender.

5.3 Information

The awarding of this contract is coordinated by Contract Service Centre of Enabel Uganda. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract shall exclusively pass through this service / this person. (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 15 calendar days before the time for the receipt of tenders, candidate-tenderers may ask questions about these Tender Specifications and the contract. Questions shall be in writing to UGA_CSC_CONTRACTS@enabel.be with copy to siddy.among@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 shall be given about the evolution of the procedure.

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website 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.

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 the Tender

5.4.1 Preparation of the tender

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

5.4.1.1 Content of tenders

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

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

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

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

The tender shall contain the following parts:

1. Administrative Proposal

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Financial Identification Form
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- Tax Clearance Certificate (e.g., URA, as applicable)
- Social Security Contribution Clearance (e.g., NSSF as applicable)
- Insurance Regulatory Authority (IRA) Certification
- Powers of Attorney duly registered
- Certificate of incorporation or registration or equivalent
- 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) from the successful tenderer
- Technical capacity form
- Financial capacity form

Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

- Legal identification form
- Exclusion Criteria Form
- Integrity form
- Tax Clearance Certificate (e.g., URA, as applicable)
- Social Security Contribution Clearance (e.g., NSSF as applicable)
- Insurance Regulatory Authority (IRA) Certification
- Powers of Attorney duly registered
- Certificate of incorporation or registration or equivalent

- 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) from the successful tenderer
- The association agreement signed by each participant, clearly showing who represents the association;

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 5.6.1 Selection criteria), 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.

2. Technical Proposal

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

Technical methodology – List of Benefits (max. 08 pages)

Quality management (max. 01 page)

Project management (max. 01 page)

3. Financial Proposal

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

4. Selection file

- Financial Statement
- List of main similar assignments
- Certificates of completion
- List of the 2 focal persons

Determination of prices

All prices given in the tender form must obligatorily be quoted in Uganda Shillings.

This procurement contract is a price-schedule contract, i.e., a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

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

Elements included in the price

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

- The following are in particular included in the prices:
- The administrative management and secretariat;

- Travel, transportation and insurance;
- Documentation pertaining to the services;
- The delivery of documents or of pieces related to the performance;
- The packaging;
- Training required for operation;
- 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 90 calendar days from the reception deadline date.

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

5.4.2 Submission of tenders

Without prejudice to any variants, the tenderer may submit only one tender for the 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 clearly mentioning the tender specification name, reference number and Navision code.

One original copy of the completed tender shall be submitted on paper clearly signed by the tenderer or his / her representatives. Electronic copies shall be submitted in one or more PDF files on a USB stick.

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

It shall 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

OR

- b) Delivered by hand with acknowledgement of receipt.

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

The tender shall be received by the Contracting Authority before **30th June, 2023, at 13:00 PM, 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 submitted tenders

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.

When the tender is submitted via e-tendering, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with paragraph 1.

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

The withdrawal must be pure and simple.

5.5 Opening of Tenders

The tenders must be in the possession of the contracting authority before **30th June, 2023, at 13:00 PM, Kampala time**. The tender opening session will be open to the public.

The tender opening session will take place at the address given above for the submission of tenders.

5.6 Evaluation of Tenders

5.6.1 Selection of tenderers

Exclusion grounds

The obligatory and facultative grounds for exclusion grounds are given in attachment to these Tender Specifications.

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

The contracting authority shall verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority shall ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

Selection criteria

Moreover, by means of the documents requested below, 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 contract.

Only tenders from tenderers who meet the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 2,000,000,000 UGX during the past three financial years
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in providing similar services
Minimum Standard	Minimum of 2 assignment within the scope of the services which are totally and successfully completed in the last 3 years, out of which at least one (01) was completed in within Uganda. The similar works shall be at least 1,000,000,000 UGX each
2.2	Sufficient human resources
Minimum Standard	List of the 2 focal persons

5.6.2 Modalities relating to tender examination and regularity of the tenders

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially.

The substantially irregular tenders are excluded.

A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

1° failure to comply with environmental, social or labour law, provided that such noncompliance is punishable by law;

2° failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;

3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;

4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

Conflicts of interest - Revolving door (Art. 51 Royal Decree 18/04/2017).

Without prejudice to Articles 6 and 69, clause 1, 5° of the Law a conflict of interest is considered any situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract. The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

5.6.3 Award criteria

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria:

- **Qualitative award criteria: 60 %**
The tenderer proposes a technical methodology (list of benefits) based on the instructions given in the technical specifications Under the technical methodology a limit of benefits based on the instructions given in the technical specifications should be proposed for Category B. They are subject to evaluation according to the sub-criteria listed in the table.

Please note that for each benefit, the best tender obtains the maximum of the points for the sub-criterion, whereas the other tenders are graded in function of their relative distance from the best tender. The total shall then be computed out of the maximum 'Limit of benefits' score.

Category B: In-patient, outpatient and other benefits (Must be proposed by the tenderer)

S/NO.	BENEFITS DESCRIPTION	MINIMUM COVER LIMIT (UGX)	MAXIMUM POINTS (100/100*60)
A	IN-PATIENT		
1.	Overall annual in-patient limit per person	Covered up to 100,000,000	10 points
2.	Hospital room / bed limit per night and includes Lodger fees for parents/guardian accommodation	300,000	2 points

	taking care of a patient from the inpatient benefit limit (Private room)		
3.	In-patient Ophthalmology treatment	5,000,000	3 points
4.	In-patient Dental illness related to surgery; treatment for natural teeth and gum diseases, admission for purposes of dental reconstructive surgery, Maxilla Facial, Oral and Dental Surgery related to Trauma etc.	5,000,000	5 points
5.	In-patient Optical illness; eyesight testing, surgery caused to the eyes by illness & prescription of spectacles etc.	5,000,000	5 points
6.	In-patient Orthopedics & devices according to medical prescription	5,000,000	2 points
7.	In-patient Skin diseases and infections Dermatologist	5,000,000	2 points
8.	In-patient Chronic Conditions and pre-existing; medical Conditions that are existing at the start of the insurance policy such as high blood pressure, diabetes, asthma, sickle cell, anemia, terminal illness, bed side services etc	10,000,000	5 points
9.	In-patient Internal & External appliances and prosthesis	10,000,000	5 points
10.	In-patient Psychiatric treatment	5,000,000	3 points
11.	In-Patient Physiotherapy	5,000,000	3 points
12.	In-patient Oncology tests, consultation and Cancer treatment	15,000,000	5 points
13.	In-patient Gynecological Surgery (e.g., Uterine Fibroids, etc.) but excluding fertility treatment	5,000,000	3 points
14.	In-patient Maternity; Antenatal, Child bearing expenses in hospital including normal delivery and emergency caesarean section delivery. Complications arising out of pregnancy leading to hospitalization before, during and after delivery. New Born Baby; covers babies born premature and new medical treatment required before discharge from hospital including Pre and Post Natal fees and Neo-Natal ward fees (All services and treatment for 1 month) etc	5,000,000	10 points
B	OUT-PATIENT		
1.	Overall annual Out-patient limit per person	Covered up to 5,000,000	10 points
2.	Out-patient Dental Consultation & treatment, extractions, examination, fillings, minor surgery, root canal, x-rays, cleaning, non-surgical extractions, scaling and polishing etc	700,000	10 points
3.	Out-patient Optical; Eye testing, eye lenses & glasses, frames and treatment of eye related illness etc.	700,000	10 points
C	OTHERS		

1.	Funeral Expenses; Covering burial expenses and paid on confirmation of death of each member i.e., in the event of death of each beneficiary, the contractor shall hire a funeral company to manage the entire process from the point of death to the final burial, on behalf of Enabel	3,000,000	5 points
2.	Eligibility and enrolment of members	0 - 70 years for Staff and Spouse, 0 - 25 years for children	2 points

Only tenders with scores of at least 40 points out of 60 points qualify for the financial evaluation.

- **40% price (Premium charged inclusive of Training levy of 0.5%)**

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender} * 40}{\text{amount of tender A}}$$

5.6.4 Final score

The scores for the award criteria will be added up. The 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.

5.7 Award and Conclusion of the Contract

5.7.1 Awarding the public contract

The contract shall be awarded to the tenderer who has submitted the most economically advantageous tender.

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

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

5.7.2 Concluding the public contract

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

Notification is via e-mail.

So, the full contract consists of a 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.

7. Annexes

6.1 Technical documents

Not applicable.

6.2 Procedural Documents – Tender Forms

6.3.1 ADMINISTRATIVE PROPOSAL

Legal Identification forms

Natural person

I. PERSONAL DATA FAMILY NAME(S) ① FIRST NAME(S) ① DATE OF BIRTH JJ MM YYYY PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE) TYPE OF IDENTITY DOCUMENT IDENTITY CARD PASSPORT DRIVING LICENCE ② OTHER ③ ISSUING COUNTRY IDENTITY DOCUMENT NUMBER PERSONAL IDENTIFICATION NUMBER ④ PERMANENT PRIVATE ADDRESS POSTCODE P.O. BOX CITY REGION ⑤ COUNTRY PRIVATE PHONE PRIVATE E-MAIL	
II. BUSINESS DATA 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	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY

	COUNTRY
DATE	SIGNATURE

-
- ① As indicated on the official document.
 - ② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
 - ③ Failing other identity documents: residence permit or diplomatic passport.
 - ④ See table with corresponding denominations by country. ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

Legal person entity private/public legal body

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

- ① Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
- ② National denomination and its translation in EN or FR if existing.
- ③ Registration number in the national register of the entity.

Public law entity

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

^① National denomination and its translation in EN or FR if existing.

^② NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.

^③ Registration number in the national register of companies. See table with corresponding field denomination by country.

Financial identification form

BANKING DETAILS	
ACCOUNT NAME ⁸	
IBAN/ACCOUNT NUMBER ⁹	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)
NAME:	
TITLE:	

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

⁹ 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

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 5.6.1 Selection criteria), 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.

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 reorganization or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganization, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

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

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

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

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

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

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

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

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

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

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

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

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions_en https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2

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

Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as *Enabel’s Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel’s Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

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

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

Signature preceded by ‘read and approved’, in writing, and indication of name and function of the

person signing:

.....

Place, date

Economic and financial capacity Form

Financial Statement

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

Financial data	Year- 2 UGX	Year- 1 UGX	Last year UGX	Average UGX
Annual turnover, excluding this public contract				

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

¹ Last accounting year for which the entity's accounts have been closed.

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignments totally performed	In Uganda (min. 1)	Amount involved	Completion date in the last 3 years (only totally performed assignments)	Name of the public or private bodies

Certificates of completion

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

6.3.2 TECHNICAL PROPOSAL

The technical proposal may be presented in free format, but it shall not exceed ten pages. It shall include the benefits offered and any complementariness if any. The technical proposal shall also include the project and quality management plan

Limit of benefits

Do NOT change the table below. Reservations are not permitted. Tenderers must clearly state if benefits are "fully covered "or add a description (if indeed necessary).

Category B: In-patient, outpatient and other benefits (Must be proposed)

S/NO.	BENEFITS DESCRIPTION	MINIMUM COVER LIMIT (UGX)
A	IN-PATIENT	
1.	Overall annual in-patient limit per person	...
2.	Hospital room / bed limit per night and includes Lodger fees for parents/guardian accommodation taking care of a patient from the inpatient benefit limit (Private room)	...
3.	In-patient Ophthalmology treatment	...
4.	In-patient Dental illness related to surgery; treatment for natural teeth and gum diseases, admission for purposes of dental reconstructive surgery, Maxilla Facial, Oral and Dental Surgery related to Trauma etc.	...
5.	In-patient Optical illness; eyesight testing, surgery caused to the eyes by illness & prescription of spectacles etc.	...
6.	In-patient Orthopedics & devices according to medical prescription	...
7.	In-patient Skin diseases and infections Dermatologist	...
8.	In-patient Chronic Conditions and pre-existing; medical Conditions that are existing at the start of the insurance policy such as high blood pressure, diabetes, asthma, sickle cell, anemia, terminal illness, bed side services etc	...
9.	In-patient Internal & External appliances and prosthesis	...
10.	In-patient Psychiatric treatment	...
11.	In-Patient Physiotherapy	...
12.	In-patient Oncology tests, consultation and Cancer treatment	...
13.	In-patient Gynecological Surgery (e.g., Uterine Fibroids, etc.) but excluding fertility treatment	...
14.	In-patient Maternity; Antenatal, Child bearing expenses in hospital including normal delivery and emergency caesarean section delivery. Complications arising out of pregnancy leading to hospitalization before, during and after delivery. New Born Baby; covers babies born premature and new medical treatment required before discharge from hospital including Pre and Post Natal fees and Neo-Natal ward fees (All services and treatment for 1 month) etc	...
B	OUT-PATIENT	
1.	Overall annual Out-patient limit per person	...
2.	Out-patient Dental Consultation & treatment, extractions, examination, fillings, minor surgery, root canal, x-rays, cleaning, non-surgical extractions, scaling and polishing etc	...

3.	Out-patient Optical; Eye testing, eye lenses & glasses, frames and treatment of eye related illness etc.	...
C	OTHERS	
1.	Funeral Expenses; Covering burial expenses and paid on confirmation of death of each member i.e., in the event of death of each beneficiary, the contractor shall hire a funeral company to manage the entire process from the point of death to the final burial, on behalf of Enabel	...
2.	Eligibility and enrolment of members	...

List of the 2 focal persons

List of the 2 focal persons from the insurance company (no brokers) for all matters related to the contract between Enabel and the contractor	
Focal person 1	...
Email:	...
Phone number:	...
Focal person 2	...
Email:	...
Phone number:	...

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 UGX 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.

PRICES				
Description	Maximum Quantity	Unit of measure	Unit Price (Premium) in UGX excl. VAT	Total Price (Premium) in UGX excl. VAT
Provision of Medical Insurance for Enabel Uganda National Staff and Dependents	800	PAX		
Training / IIU Levy 0.5%				
VAT percentage (if applicable):				
Fixed total price (Premium)				
This contract is 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				
Total amount in words:				

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: