



TENDER SPECIFICATIONS

Procurement of Employment Contract Management,
HR Records Management, and Payroll Services for
Enabel in Ukraine

Reference N°: UKR24001-10048

Negotiated Procedure without Prior Publication

79631000 - Personnel and salary services

**Deadline for submission of tenders: April 3rd, 2025 no
later than 15:00 (Brussels time)**

Table of Contents

1	General provisions	4
1.1	Contracting authority	4
1.2	Rules governing the procurement contract	4
1.3	Applicable law and competent courts.....	4
2	Subject-matter and scope of the procurement contract.....	5
2.1	Type of procurement contract	5
2.2	Subject-matter of the procurement contract.....	5
2.3	Lots	5
2.4	Variants.....	5
2.5	Options	5
2.6	Contract Duration.....	5
2.7	Right to non-exclusivity	6
2.8	Right to renounce the procedure	6
2.9	Presumed Quantities	6
3	Award procedure	7
3.1	Award procedure.....	7
3.2	Information.....	7
3.3	Preparation of Tenders.....	7
3.3.1	Period the tender is valid	7
3.3.2	Tenders currency	7
3.3.3	Data to be included in the tender	7
3.3.4	Determination of prices	8
3.3.5	Elements included in the price.....	8
3.4	Submission of Tenders	8
3.4.1	Submission deadline	8
3.4.2	Submission procedure	9
3.4.3	Selection of tenderers.....	10
4	Special contractual provisions	14
4.1	Managing official (Art. 11).....	14
4.2	Confidentiality (art. 18)	14
4.3	Protection of personal data.....	15
4.3.1	Processing of personal data by a subcontractor.....	15
4.3.2	Processing of personal data by a controller (recipient)	15
4.4	Performance bond (Art. 25 to 33)	16

4.5	Conformity of performance (Art. 34)	16
4.6	Changes to the procurement contract (Art. 37 to 38/19)	16
4.6.1	Adjusting the prices (Art. 38/7)	16
4.7	Deadlines and terms (Art. 147)	16
4.8	Inspection of the services (Art. 150)	17
4.9	Liability of the service provider (Art. 152-153)	17
4.10	End of the procurement contract	17
4.10.1	Acceptance of the services performed (Art. 64-65 and 156)	17
4.10.2	Invoicing and payment of services (Art. 66 to 72 – 160)	17
4.11	Litigation (Art. 73)	18
5	Term of references	19
	Item (1) Employment contract management	19
	Item (2) HR outsourcing services	19
	Item (3) Payroll and accounting outsourcing services	19
	Item (4) Maintenance of military records	20
5.1	Other information	20
6	Forms	21
FORM (1)	Identification form	21
FORM (2)	Tender Forms – price	22
FORM (3)	Subcontractors	24
FORM (4)	Declaration on honour – Exclusion grounds	25
FORM (5)	Integrity Statement for the tenderers	28
FORM (6)	Declaration on Honour Regarding Potential Links with Russia	30
FORM (7)	GDPR	31
FORM (8)	Experience	34
ANNEX (1)	Summary of documents to be included in tender	36

1 General provisions

1.1 Contracting authority

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

For this procurement contract, Enabel is represented by Dirk Deprez, Country Director, Ukraine and Inge Janssens, Manager Global Procurement Services who is mandated to represent the company towards third parties.

1.2 Rules governing the procurement contract

- The Law of 17 June 2016 on public procurement contracts;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services ;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors ;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules (GIR) for public procurement contracts and for concessions for public works ;

All Belgian regulations on procurement contracts can be consulted on <https://bosa.belgium.be/fr/themes/marches-publics/reglementation>.

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;
- [Enabel's Code of Conduct](#), [Enabel's Policy on sexual exploitation and abuse – June 2019](#); and [Enabel's Policy on fraud and corruption risk management – June 2019](#);
- All Ukrainian labour laws.

1.3 Applicable law and competent courts

The procurement contract must be performed and interpreted according to Belgian law. The parties commit to sincerely perform their engagements to ensure the good performance of this procurement contract.

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

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

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

This procurement contract is a services procurement contract by which a Framework Agreement will be concluded with one economic operator without renewed competition in the meaning of Article 43, §4, al. 1 of the Law of 17 June 2016;

2.2 Subject-matter of the procurement contract

In response to a request from the Belgian government, Enabel has launched a new program in Ukraine. To support its operations, Enabel has established a legal entity in the form of a representation office, enabling it to directly employ staff under Ukrainian law.

To facilitate the commencement of its activities, Enabel seeks to procure services for *employment contract management, HR records management, and payroll setup and administration*.

The specific tasks covered by this procurement contract are detailed in the Terms of Reference (see [Section 5 - Term of references](#) of these Tender Specifications)

2.3 Lots

This procurement contract is not divided into lots.

A tender for part of a the contract is an inadmissible. A tenderer is required to provide prices for all the items mentioned in [FORM \(2\) - Tender Forms – price](#).

2.4 Variants

There are neither required nor permitted variants. Free variants are not permitted.

2.5 Options

There are neither required nor permitted options. Free options are not permitted.

2.6 Contract Duration

The public contract begins the working day following the dispatch of the notification of the awarding of the public contract and it is concluded for a term of 24 months.

The public contract may be renewed under the following conditions:

After this initial term, the public contract may be renewed every year by the contracting authority by registered letter sent at least one month prior to the contract renewal date.

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

The total term, including any renewal, may not exceed four years from contract conclusion onward. The renewal may not change the global nature of the public contract.

2.7 Right to non-exclusivity

The conclusion of this procurement contract does not grant any exclusivity to the awardee. During the validity period of this contract, the contracting authority may have similar or analogous services to those described in the Tender Specifications performed by other service providers or by its own services. The awardee cannot claim any compensation for this.

2.8 Right to renounce the procedure

In accordance with Article 85 of the Law of June 17, 2016, the completion of a procedure does not imply the obligation to award a procurement contract. The contracting authority may either renounce the award of the procurement contract or redo the procedure, if necessary, using a different method, without having to pay compensation to the tenderers for any reason whatsoever.

2.9 Presumed Quantities

The presumed quantities for this contract are mentioned in the inventory included in [FORM \(2\) Tender Forms – price](#).

The quantities mentioned are presumed and do not constitute minimum quantities. The quantities actually processed during the execution of the contract may differ from the presumed quantities, without the contract conditions being subject to change in any way.

3 Award procedure

3.1 Award procedure

In accordance with Article 42, § 1^{er}, 1^o, a) of the Law of June 17, 2016, regarding public procurement, this procurement contract is awarded through a negotiated procedure without prior publication provided that the estimated value of the services does not exceed 143,000.00 Euro excluding VAT over the entire duration of the contract.

3.2 Information

The awarding of this procurement contract is coordinated by:
Mrs. Svitlana Korol, *Expert in Contracting and Administration*
svitlana.korol.ext@enabel.be

Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through 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.

Up to 5 working days before the final submission deadline, interested economic operators may ask questions regarding the special specifications and the contract. Questions must be submitted through the "forum" accessible on the website.

The contracting authority will publish responses on the forum as soon as possible and no later than 3 working day before the expiration of the deadline for receiving offers. It is advisable for tenderers to regularly check this forum.

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

The tenderer is supposed to submit his tender after reading and considering any corrections made to the Tender Specifications that are sent to her by e-mail.

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.

3.3 Preparation of Tenders

3.3.1 Period the tender is valid

The tenderers are bound by their tender for a period of **120** calendar days from the reception deadline date.

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

3.3.2 Tenders currency

All prices given in the tender form must obligatorily be quoted in **EUR**.

3.3.3 Data to be included in the tender

Tenderers are strongly advised to use the attached tender form and other forms *in [6 - Forms](#)* . If not, they are fully responsible for ensuring consistency with the form.

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

Confidential information or technical/commercial secrets must be clearly marked and cannot be disclosed by the contracting authority.

Tenderers must attach to their offer:

These tender specifications with the required forms completed;
Supporting documents requested as part of the selection;
The documents requested as part of the minimum requirements and award criteria;
Document proving the competence of the signatory(s);

A comprehensive summary of the required forms, attachments, and annexes that must be included with the submitted tenders is provided in [ANNEX \(1\) - Summary of documents to be included in tender](#).

3.3.4 Determination of prices

This procurement contract is a priced bill of quantities contract, meaning that unit prices for the various items are lump-sum, and quantities are presumed.

Orders will be settled based on the services ordered and performed. Presumed quantities do not bind the contracting authority. The awardee cannot claim damages if these quantities are not reached.

Prices are submitted in accordance with Article 32, § 3, of the Royal Decree of April 18, 2017.

At the request of the contracting authority, the tenderer shall provide them, prior to the award of the contract, with all the information necessary to verify the prices offered.

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.

3.3.5 Elements included in the price

Without prejudice to the above provision, all services covered by this procurement contract, further elaborated in Section 5, are included in the price. No additional payment will therefore be made by the contracting authority.

The price includes all costs, measures, and charges and taxes inherent to the execution of the public procurement, except for the value-added tax (which is the subject of a specific entry in the price form).

3.4 Submission of Tenders

3.4.1 Submission deadline

Tenders must be in the possession of the contracting authority before **April 3rd, 2025 at 15:00 (Brussels time)**.

3.4.2 Submission procedure

Without prejudice to any variants, the tenderer may only submit one tender.

Electronic tenders must be sent via the Platform e-Procurement <https://www.publicprocurement.be/> which guarantees compliance with the conditions established in article 14 § 6 and 7 of the law of June 17, 2016.

To be submit a tender, tenderers shall follow the instructions below:

Step 1: Receiving an invitation via the e-Procurement

Invited tenderers receive an invitation from the e-Procurement platform from the email address noreply@bosa.fgov.be. Tenderers should check the spam filters and firewall settings within their company and ensure that emails from noreply@bosa.fgov.be are not blocked. More details about this step can be found at [Consulting an invitation](#). The invitation includes the following elements: name of the public buyer, reference number of the invitation, reference number of the dossier, name of the invited enterprise, link to the invitation (dossier), password of the invitation, and submission date.

If a tenderer does not receive the invitation, the contracting authority should be notified by sending an email to the Procedure Coordinator specified in [Point 3.2 3.2 - Information](#).

If the tenderer is already registered on the new e-Procurement platform, they can log in using the email address and *password* entered during registration. If not yet registered, follow the instructions in Step 2.

Step 2: Registrations via e-Procurement as an enterprise

Tenderers must first [register as a new user](#). After registering as a supplier, tenderers still need to [create/add your enterprise](#). If already registered, tenderer may log in immediately.

Step 3: Submit and sign

For submitting tenders, tenderers should follow the steps detailed here: [How do I submit an offer / request for participation?](#)

Your offer must be signed. Please note, an unsigned offer may be considered irregular.

A qualified electronic signature is an “advanced electronic signature that is created using a qualified electronic signature creation device, and which is based on a qualified electronic signature certificate”. To be advanced, the signature must:

- be linked to the signatory in an unequivocal manner;
- allow identification of the signatory;
- be created using electronic signature creation data that the signatory can, with a high level of confidence, use under their exclusive control and;

- be linked to the data to which it relates in such a way that any subsequent modification of the data is detected (article 26 of the eIDAS Regulation).

Getting Support

More information can be obtained on the website: [e-Procurement Help Center](#).

3.4.3 Selection of tenderers

3.4.3.1 Exclusion grounds

The mandatory and optional exclusion grounds are given in attachment to these Tender Specifications.

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

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

For that purpose, the contracting authority will 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.

The contracting authority is required to verify that there are no grounds for exclusion on the basis of the following documents:

- An extract from the **criminal record issued in the name of the tenderer** (legal entity) or its representative (natural person), confirming the absence of criminal records for legal entities. Note: For Ukrainian companies, we request the extract only for the legal representative(s) (natural person) regarding criminal liability, the absence (or presence) of a criminal record, or any restrictions as provided by the criminal procedural legislation of Ukraine (full version of the extract);
- A document certifying that the tenderer is compliant **with social security contribution payments**.
- A document certifying that the tenderer is **compliant with tax and levy payments**.
- A document certifying that the tenderer is not subject to **bankruptcy, liquidation, cessation of business, or judicial reorganization**.

*For documents that are NOT accessible via a free national database in a member state of the European Union, the tenderer must be capable of providing the supporting documents within **5 working days** of the contracting authority's request.*

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

3.4.3.2 Qualitative selection

(a) Aptitude to exercise the professional activity

The tenderer must demonstrate having legal capacity to exercise the professional activity targeted by the public contract (listed in relevant trade of vocation register, social security registration, VAT number, establishment permit, etc.) in accordance with the legislation of the country where they are established.

Supporting document(s):

A copy of registration in vocation or trade register or any other official document showing a registration number and VAT number namely:

- **Copy of Extract/Excerpt from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations.**
- **A copy of the VAT registration certificate and/or an extract from the register of VAT payers (for VAT payers) or a certificate of a single tax payer and/or an extract from the register of a single tax payer (for single tax payers);**

(b) Technical capacity of the tenderer – Previous experience

The tenderer must provide references for similar service contract performed and completed during the **last three years (contracts completed from 2021 onwards will be accepted)** that meet the following minimum values:

Min. number of contracts:	With a minimum combined value of - EUR
3 contracts	50,000.00

The tenderer must attach a list of major supplies that meet the above requirements, including details such as amounts, dates, and recipients. Proof can be provided through certificates from contracting authorities, client certificates. The contracting authority reserves the right to accept a proof in the form of a declaration on honour from the tenderer.

References must be contracts implemented by the legal entity (or legal entities) submitting the tender (with the exception of documented cases of company buyout or universal succession). Only the proportion carried out by the legal entity may be used as reference. For contracts implemented in consortium with other entities, tenderer proportion (%) of and nature of supplies provided the tenderer shall be mentioned and only that proportion will be considered as an experience.

For ongoing long-term contracts, framework agreements, or agreements divided into stages or tranches, individual orders under the agreement may be combined into a single reference to meet the minimum value threshold, provided the orders are related to similar supplies, are fully completed, and evidence of completion for each order is submitted. Each order cannot be considered as a separate reference if they fall under the same framework agreement, long-term contract, or staged agreement.

Value of the contracts shall be converted to EUR using the following exchange rates:

Financial data	2021	2022	2023	2024
Average annual exchange rates - EUR/UAH	32.301	33.995	39.562	43.188

Please use [FORM \(8\) - Experience](#) to declare previous experience.

3.4.3.3 Overview of the procedure

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to formal and material regularity.

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

In a second phase, the formally and materially regular tenders will be evaluated as to content.

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

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. The tenderer who's regular BAFO is the best value for money will be appointed the contractor for this procurement contract.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

3.4.3.4 Award criteria

The contracting authority will choose the regular offer that it finds to be most advantageous, taking account of the following criteria:

First criterion – The price (70 points)

Tenderers shall indicate in the tender form the proposed unit price for:

Tenderers will be evaluated based on the total price of the offer (Item 1 + Item 2 + Item 3), which will be determined by multiplying the presumed quantities from the inventory by the unit prices proposed by the tenderers and summing all items.

The tender with the lowest price will be awarded the maximum score of 70 points.

For the other tenders, the "price" criterion will be evaluated based on the following proportionality rule:

$$Price\ Points_{tender\ A} = \frac{Amount\ of\ lowest\ Tender}{Amount\ of\ Tender\ A} \times 70$$

Second criterion – The expertise /Methodology (30 points)

To evaluate the technical proposals and expertise, the following will be assessed:

Sub-criterion	Explanation	Points
Qualification and experience of personnel proposed to be engaged in the delivery of contract	<p>The tenderer must provide CVs of three key members, will be involved in the project, highlighting their qualifications, professional experience in:</p> <ul style="list-style-type: none"> - HR and accounting services - Expertise in Ukrainian labor laws - Expertise in payroll processing <p>Proficiency in English is mandatory</p>	15
Proposed Methodology	Comprehensive information on all proposed IT solutions and automation. This includes tools for accounting, and HR automation, as well as system integration and compliance with data security standards. Additionally, the methodology should cover document processing, archiving, and retrieval solutions, along with project management tools that optimize workflows and enhance team collaboration.	15

Final score

The procurement contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

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

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

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.

4 Special contractual provisions

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

These Tender Specifications do not derogate from the General Implementing Rules – GIR established in the Royal Decree of 14.01.2013.

4.1 Managing official (Art. 11)

The managing official is Mrs. Olena Shapkina, Finance controller

Once the procurement contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the procurement contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. Managing official may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under the contracting authority.

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.2 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this procurement 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 procurement contract. Confidential information covers the very existence of this procurement contract, without this list being limited.

4.3 Protection of personal data

4.3.1 Processing of personal data by a subcontractor

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

For any processing of personal data carried out in connection with this procurement 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 the procurement contract.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the procurement contract.

For the performance of the procurement contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28 §3 of the GDPR).

To this end, the tenderer agrees, by submitting its tender, to comply with the obligations further detailed in FORM (7) – GDPR.

4.3.2 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 procurement 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 the procurement contract.

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

4.4 Performance bond (Art. 25 to 33)

For this procurement contract no performance bond is required.

4.5 Conformity of performance (Art. 34)

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

4.6 Changes to the procurement contract (Art. 37 to 38/19)

According to Articles 38 and subsequent provisions of the Royal Decree of January 14, 2013, procurement contracts cannot be modified without initiating a new procurement procedure, except in cases outlined in Articles 38/1 (additional services), 38/2 (unforeseeable circumstances involving the contracting authority), 38/3 (contractor replacement), 38/4 (minor modifications), and 38/5 and 38/6 (non-substantial modifications).

Furthermore, these Tender Specifications includes the following re-examination clauses:

1. Impositions affecting the contract amount (art. 38/8);
2. Unforeseeable circumstances detrimental to the contractor (art. 38/9);
3. Unforeseeable circumstances favourable to the contractor (art. 38/10);
4. Acts of the contracting authority and the awardee (art. 38/11);
5. Compensation for suspensions ordered by the contracting authority and incidents during the procedure (art. 38/12).

4.6.1 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

4.7 Deadlines and terms (Art. 147)

The services must be performed in accordance with Ukrainian legislation terms, Enabel internal rules and regulations..

The order form is addressed to the service provider by email or by any other means through

which the date of dispatch can be determined unambiguously.

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

4.8 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.

4.9 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.

4.10 End of the procurement contract

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

The managing official will closely follow up the services during performance.

The services will be invoiced on a monthly basis. The acceptance of services will be confirmed via email, indicating that the service has been received and accepted.

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

The contractor sends the invoices and the contract acceptance reports to the following address:

Enabel, the Belgian development agency
To the attention of Mrs. Olena Shapkina olena.shapkina@enabel.be

Only services executed correctly may be invoiced.

The contracting authority has a verification period of thirty days from the end date of services, as determined according to the terms outlined in the contract documents, to carry out technical acceptance and provisional acceptance formalities and notify the service provider of the outcome.

Payment of the amount due to the service provider must be made within a payment period of thirty days from the end of the verification period or from the day after the last day of the verification period if it is less than thirty days, provided that the contracting authority simultaneously holds a duly issued invoice.

When the contract documents do not provide for a separate claim statement, the invoice serves as the claim statement.

Invoices must be denominated in EURO.

4.11 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this procurement contract. French or Dutch are the languages of proceedings.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Enabel, public-law company
Global Procurement Services
To the attention of Mrs Inge Janssens
rue Haute 147
1000 Brussels
Belgium

5 Term of references

In response to the request from the Belgian government, Enabel launched a new program in Ukraine in 2024.

Enabel has already established legal entity in the form of representation office to directly employ its own staff for this new program in Ukraine. However, in the meantime, Enabel would like to commence its activities and hire staff under Ukrainian law.

Expected services include support and advice on the following aspects (specifically):

Item (1) Employment contract management

Enabel seeks support in managing contracts for national employees. This entails the following tasks:

- Ensuring the existing contract addresses all legal requirements, encompassing employee rights, benefits, termination clauses, and other pertinent provisions;
- Review legal language and ensuring accurate translation of Enabel's compensation package offered to employees, including base salary, allowances, health insurance (covering inpatient and day-care treatment, outpatient treatment, emergency medical evacuation, maternity and disability leave, etc.), extra-legal vacation days. Reviewing the contract with both Enabel and the employee to ensure mutual understanding and agreement.

Item (2) HR outsourcing services

During the establishment and throughout the implementation of Enabel in Ukraine, the following HR services will be provided for national employees:

- Registration of hiring, transfer, and termination of labor relations;
- Preparation of personnel documentation related to employee vacations;
- Preparation of personnel documentation regarding business trips;
- Maintenance of a register of orders and personnel documentation;
- Preparation of time sheets and vacation schedules
- Processing of sick leave certificates, as well as applications for sick leave financing from the Social Insurance Fund;
- Issuance of employment and/or income certificates at the request of employees;
- Compilation of employees' personal files;
- Preparation of any other personnel-related documentation as required.

Item (3) Payroll and accounting outsourcing services

Under this Agreement, Enabel seeks support for payroll management and payroll accounting for the national employees. These services shall include:

- Calculation of accruals based on average earnings, including vacation pay and sick pay;
- Processing payroll twice per month (advance and final payment);
- Final settlement of accounts upon employee dismissal;
- Calculation of personal income tax in cases where additional benefits are accrued to individuals;

- Preparation of payrolls and payslips and their subsequent distribution to employees;
- Provision of explanations to employees regarding payroll calculations and applicable tax obligations;
- Preparation and submission of mandatory reports to the relevant government authorities;
- Generation of bank statements for salary transfers;
- Collection and verification of all documentation required for payroll processing;
- Preparation of documents necessary for tax audits
- Administering business trips and per diems

Item (4) Maintenance of military records

During the establishment and throughout the implementation of Enabel in Ukraine, service provide will be required to maintain military records for staff identified by Enabel according to the applicable laws and legislation.

5.1 Other information

- Start-up Period: Enabel aims to onboard staff (Ukrainian nationals) at the earliest opportunity;
- Remote Service Provision: The service can be provided online.

6 Forms

FORM (1) Identification form

OFFICIAL NAME	
ABBREVIATION	
BUSINESS NAME (if different)	
LEGAL FORM ORGANISATION TYPE (FOR PROFIT OR NOT FOR PROFIT, NGO)	
MAIN REGISTRATION NUMBER /SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN REGISTRATION CITY COUNTRY	
DATE OF MAIN REGISTRATION: DD/MM/YYYY	
VAT NUMBER	
ADRESS HEAD OFFICE POSTCODE, P.O. BOX CITY COUNTRY	
CONTACT PERSON PHONE EMAIL	
DATE	SIGNATURE OF AUTHORIZED REPRESENTATIVE

FORM (2) Tender Forms – price

By submitting this tender, the tenderer commits to performing this procurement 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 tenderer commits to performing the procurement contract in accordance with the provisions of the Tender Specifications for the following price, given in euros and exclusive of VAT (VAT reported separately):

Description	Unit	Presumed Quantity	Unit price, EUR	Total price in EUR (excl VAT)
Item 1: Employment contract management / Expert	Man/hour	1		
Item 2: HR outsourcing services	Per employee/month	15		
Item 3: Payroll and accounting outsourcing services	Per employee/month	15		
Item 4: Maintenance of employee military records	Per employee/month	1		
Total (excluding VAT)				
VAT ... %				
Total (including VAT)				

All services covered by the contract are included in the lump-sum price. No additional payment will therefore be made by the contracting authority. The price includes all costs, measures, and charges inherent to the execution of the public procurement.

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

To correctly compare the tenders, the duly signed information or documents mentioned below or under point 'Overview of the documents to be submitted' must be attached to the tender.

Done at:		Date:	
By (Tenderer):		Represented by (Full name)	

Signature of authorised representative:	
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FORM (3) Subcontractors

I (we) declare that the share of the public contract to be subcontracted for each lot is as indicated below. Additionally, the subcontractor mentioned below will be involved on the site related to each lot.

List of subcontractors planned to be engaged in the implementation of the contracts – if applicable		
Name and legal form	Address / Registered office	Object of engagement

Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the Contracting Authority before intervention on the site, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (art. 73 – AR 04/18/2017; art. 12-13 – AR 01/14/13).

Done at:		Date:	
By (Tenderer):		Represented by (Full name)	
Signature of authorised representative:			

FORM (4) Declaration on honour – Exclusion grounds

Hereby, I / we, acting as legal representative(s) of the tenderer declare that the tenderer is not in any of the following cases of exclusion:

- (a) The tenderer nor any of its directors was found guilty following an infeasible judgement for one of the following offences:

- 1° involvement in a criminal organisation
- 2° corruption
- 3° fraud
- 4° terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
- 5° money laundering or financing of terrorism
- 6° child labour and other trafficking in human beings
- 7° employment of foreign citizens under illegal status
- 8° creation of a shell company

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.

- (b) The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer 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.

- (c) The tenderer is in **a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation** or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.

- (d) The tenderer or one of its directors has committed **serious professional misconduct which calls into question their integrity**. The following are considered serious professional misconduct, among others:

- A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- The tenderer 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
- Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition
- The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- (e) When a conflict of interest cannot be remedied by other, less intrusive measures .
- (f) When significant or persistent failures by the tenderer were detected during the execution of an essential obligation incumbent on him in the framework of a past contract concluded with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.
Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.
The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.
- (g) Restrictive measures have been taken vis-à-vis the contractor with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and proliferation of weapons of mass destruction.
- (h) The tenderer or one of its directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions:

For the United Nations, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

https://finance.belgium.be/en/about_fps/structure_and_services/general_administrations/treasury/financial-sanctions/national

The tenderer formally declares being able, when asked and without delay, to provide the relevant certificates and other kinds of supporting documents, except if:

- Enabel can directly obtain the supporting documents concerned by consulting a national database in a Member State that is accessible for free, provided the tenderer has given the required information (website address, responsible authority for providing the information, specific reference of the documents) so Enabel can obtain these, with concomitant permission to access them;
- Enabel already has said documents.

The tenderer formally agrees with Enabel accessing the supporting documents substantiating the information provided in this document.

Done at:		Date:	
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By (Tenderer):		Represented by (Full name)	
Signature of authorised representative:			

FORM (5) Integrity Statement for the tenderers

Hereby, I / we, acting as legal representative(s) of the 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 Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.
- I / we have read and understood the articles about deontology and anti-corruption included in the Tender Specifications 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 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 above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses is considered a serious mistake which may lead the contracting authority to take action such as excluding the contractor from this and other public contracts for Enabel, the Belgian development agency.
- The contractor of the public contracting 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.

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.

Done at:		Date:	
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By (Tenderer):		Represented by (Full name)	
Signature of authorised representative:			

FORM (6) Declaration on Honour Regarding Potential Links with Russia

I, the undersigned, in my capacity as a representative of the tenderer, hereby declare on my honour that there is no Russian involvement in the contract of the tenderer I represent that exceeds the limits set out in Article 5 duodecies of Council Regulation (EU) No 833/2014 of 31 July 2014 on restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended by Council Regulation (EU) No 2022/578 of 8 April 2022.

In particular, I declare that:

- (a) The contractor I represent (as well as the companies within our consortium) is not a Russian national, nor a natural or legal person, entity, or body established in Russia;
- (b) The contractor I represent (as well as the companies within our consortium) is not a legal person, entity, or body of which more than 50% of the ownership rights are held, directly or indirectly, by an entity referred to in point (a) of this paragraph;
- (c) Neither I nor the tenderer I represent is a natural or legal person, entity, or body acting on behalf of or under the instruction of an entity referred to in point (a) or (b) above;
- (d) No subcontractor, supplier, or entity whose capacities I use for more than 10% meets the criteria in (a), (b), or (c).

Done at:		Date:	
By (Tenderer):		Represented by (Full name)	
Signature of authorised representative:			

Obligations of the contractor ('subcontractor or processor') vis-à-vis the contracting authority ('personal data controller')
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The subcontractor undertakes to:

1. Process the personal data **only for the purpose(s)** stipulated in the contract;
2. Process the personal data **only on documented instructions** from the controller mentioned in attachment to this contract. Where the subcontractor considers an instruction constitutes a violation of European regulations in relation to data protection or any other legal Union or Member State provision in relation to data protection, he shall immediately notify the controller thereof. Furthermore, where the subcontractor is to proceed to the transfer of personal data to a third country or an international organisation in accordance with Union or Member State law to which he is subject, in such a case, he shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interests.
3. **Ensure the confidentiality** of the personal data processed under the framework of this contract.
4. Ensure that **persons authorised to process the personal data** pursuant to this contract:
 - have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - obtain necessary training in personal data protection;
5. regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.
6. **Subcontracting**

The subcontractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the controller in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The controller disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subcontracting may only be carried out if the controller has not voiced any objection during said period.

The subsequent subcontractor is to respect the obligations of this contract for the account of and following the instructions of the controller. The initial subcontractor must ensure that the subsequent subcontractor provides the same data protection guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the European Data Protection Regulation. Where the subsequent subcontractor fails to fulfil his data protection obligations, the initial subcontractor shall remain fully liable to the controller for the performance of that other subcontractor's obligations.

7. **Information rights of data subjects**

When collecting data, the subcontractor is required to inform data subjects about the data processing which will be carried out. The formulation and format of this notification must be agreed with the controller prior to data collection.

8. **Data subjects exercising their rights**

Where possible, the subcontractor shall assist the controller to fulfil his obligation in responding to data subject rights requests: right to access, to change, right to erasure ('right to oblivion') and opposition, right to limit processing, right to transfer data, right not to be subject to an automated individual decision (such as profiling).

The subcontractor must respond, in the name and on behalf of the controller and within the terms set by the European Data Protection Regulation, to any requests of persons concerned exercising their rights where it pertains to data that are the subject-matter of subcontracting under this contract.

9. Notification of personal data breaches

The subcontractor shall notify the controller of any personal data breach not later than [...] hours after becoming aware of it by means of [...]. This notification shall be accompanied by all useful documentation allowing the controller, where needed, to notify this breach to the competent supervisory authority.

The notification shall at least:

- describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

10. Assistance of the subcontractor in ensuring compliance by the controller of his obligations.

The subcontractor shall assist the controller in carrying out data protection impact assessments. The subcontractor assists the controller with the prior consultation of the supervisory authority.

11. Security measures

The subcontractor undertakes to implement the following security measures: [...]

12. Processing of data

The subcontractor undertakes upon completing data processing service delivery to:

- erasing all personal data, or
- sending back all personal data to the controller, or
- forwarding the personal data to the subcontractor designated by the controller. Such dispatch is accompanied by the erasure of all existing copies in the data systems of the subcontractor.

After erasure, the subcontractor shall substantiate the erasure in writing.

13. Data Protection Officer

The subcontractor shall communicate to the controller the name and contact details of his Data Protection Officer, if he has designated one in accordance to Article 37 of the European Data Protection Regulation.

14. Register of categories of processing activities

The subcontractor declares keeping written records of all categories of processing activities carried out on behalf of the controller, including:

- The name and contact details of the controller on behalf of whom he operates, of any subcontractors, and where applicable, of the Data Protection Officer.
- The categories of processing carried out on behalf of the controller;
- Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of

Article 49(1) of the European Data Protection Regulation, the documentation of suitable safeguards;

Where possible, a general description of the technical and organisational security measures, including inter alia as appropriate: The pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

15. Documentation

The subcontractor makes available to the controller all information necessary to demonstrate compliance with his obligations laid and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

Done at:		Date:	
By (Tenderer):		Represented by (Full name)	
Signature of authorised representative:			

FORM (8) Experience

Please fill in the table below to summarise the main projects related to this contract carried out over the past [3] years by the legal entity or entities making this this tender.

1	Project title						
	Name of legal entity¹	Country	contract value (EUR)	Tenderer proportion (%)	Name of client	Start date	End date²
2	Project title						
	Name of legal entity	Country	contract value (EUR)	Tenderer proportion (%)	Name of client	Start date	End date
3	Project title						
	Name of legal entity	Country	contract value (EUR)	Tenderer proportion (%)	Name of client	Start date	End date
4	Project title						
	Name of legal entity	Country	contract value (EUR)	Tenderer proportion (%)	Name of client	Start date	End date
5	Project title						
	Name of legal entity	Country	contract value (EUR)	Tenderer proportion (%)	Name of client	Start date	End date

¹ References must be contracts implemented by the legal entity (or legal entities) submitting the tender (with the exception of documented cases of company buyout or universal succession).

² If the reference contract is only partially completed, please quote the percentage and value which has been completed.

6	Project title					
Name of legal entity	Country	contract value (EUR)	Tenderer proportion (%)	Name of client	Start date	End date
7	Project title					
Name of legal entity	Country	contract value (EUR)	Tenderer proportion (%)	Name of client	Start date	End date
8	Project title					
Name of legal entity	Country	contract value (EUR)	Tenderer proportion (%)	Name of client	Start date	End date
9	Project title					
Name of legal entity	Country	contract value (EUR)	Tenderer proportion (%)	Name of client	Start date	End date
10	Project title					
Name of legal entity	Country	contract value (EUR)	Tenderer proportion (%)	Name of client	Start date	End date

ANNEX (1) Summary of documents to be included in tender

FORMS		
Reference	Form	Completed & attached?
FORM (1)	Identification form	
FORM (2)	Tender form	
FORM (3)	Subcontractors	
FORM (4)	Declaration on honour – Exclusion grounds	
FORM (5)	Integrity Statement for the tenderers	
FORM (6)	Declaration on Honour Regarding Potential Links with Russia	
FORM (7)	GDPR	
FORM (8)	Experience	
ATTACHMENTS		
Reference	Attachment	Attached?
All tenderers shall submit the following attachments with tender:		
ATTACHMENT (1)	Document proving the competence of the signatory(s)	
ATTACHMENT (2)	A copy of registration showing a registration number: Copy of Extract/Excerpt from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations.	
ATTACHMENT (3)	A copy of the VAT registration certificate and/or an extract from the register of VAT payers (for VAT payers) or a certificate of a single tax payer and/or an extract from the register of a single tax payer (for single tax payers);	
ATTACHMENT (4)	CVs of three key personnel who will be involved in the project, highlighting their qualifications, professional experience, and specific roles and responsibilities during the execution of the contract.	
ATTACHMENT (5)	Proposed Methodology and IT Solutions for Accounting, HR Automation, and Project Management	

Successful tenderer shall provide the contacting authority with the following documents:		
ATTACHMENT (6)	A document confirming the absence of criminal records for legal entities.	

ATTACHMENT (7)	A document certifying compliance social security contribution payments.	
ATTACHMENT (8)	A document certifying compliance with tax and levy payments.	
ATTACHMENT (9)	A document certifying that the tenderer is not subject to bankruptcy, liquidation, cessation of business, or judicial reorganization	