



## Tender Specifications

Framework agreement for Development of materials and provision of Safety training services for Schools, VTIs, Health Centre IVs and Health Training Institutions

Negotiated Procedure with Prior Publication

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## **DEVIATIONS FROM THE GENERAL IMPLEMENTING PROVISIONS**

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.

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

# 1. Terms of reference

## 1.1 Requirements for the services

### 1.1.1 Technical methodology

The tenderer shall provide the deliverables as specified hereafter by applying a methodology, which factors in the following aspects.

#### 1.1.1.1 Background information

Enabel and the Government of Uganda signed a new 5-year country portfolio (2023 – 2027), with funding from the Government of Belgium and the European Union. The new portfolio targets Rwenzori/Albertine, West Nile, Busoga and Central regions.

A grant has been received from the Kingdom of Belgium to finance the implementation of projects to ensure “the right to safe and quality education and health care is more transparently ensured, in particular for vulnerable groups including children, girls and women, and refugees”. The works to be implemented in secondary schools and health training institutions shall strengthen professional competencies, organizational development and capacity development through efficient safety practices.

For this reason, Enabel seeks to procure a competent service provider to **develop safety training content and conduct training for estates department/committees and key Institution staffs** to enhance their capacity in occupational safety, and Environmental Health and safety as part of their management practices, aiming at safe creation and utilization of existing, new and equipment and other assets for the health training institutions and education institutions.

#### 1.1.1.2 General objective

The goal of the assignment is to develop safety training content and conduct safety training for estates department/committees and key Institution staffs in order to enhance their capacity in occupational safety, and Environmental Health and safety as part of their management practices, aiming at creation of safe working environment during utilization of existing, new facilities and equipment and other assets for the health training institutions and education institutions..

The key objectives are the following:

1. To conduct safety training in the different institutions for WeLearn/WeTeach schools, WeCare health facilities, WeTrain4Health schools, and WeWork VTIs) during construction works and follow up with refresher training at specific moments.

2. To address training needs in terms of safety awareness raising for clubs and institutional community.
3. Improve safety in the use of institutional assets
4. Improve the leadership, management & technical skills of their staff in the areas of safety
5. Optimize performance of their service providers, contractors, suppliers

### **Phases of the assignment**

The contractor's assignment shall be executed in 2 phases;

#### **Phase 1:**

1. Shall entail conducting meetings, followed by developing the training materials for the Safety training and methodology in various Institutions.
2. Shall entail conducting basic study in terms of occupational Safety for the Institutions through literature review, interviews, discussions, meetings and analysis of the findings and reporting.

**Phase 2:** shall entail preparing and conducting a training program for the users at each institution. The execution of phase 2 of the contract shall coincide with the implementation of works in construction work benefitting institutions the Institutions.

#### **1.1.1.3 Tasks of the assignment**

The tasks of this assignment are divided into two phases namely.

#### **Phase 1:**

1. Assess and map safety training needs in institutions during the construction works and follow up with refresher training at specific moments.
  - Identifying possible threats to safety within the institutions during construction
  - Workplace violence prevention
  - Staff and student's health resources
  - Environmental awareness and safety
  - Include a session on workplace safety (Occupational Health and Safety Practices) in each institution under d) a session on the above to agree on the safety management system
2. Assess, map safety gaps, and prepare a standardized, case-specific emergency response plan (ERP) per institution. The response plan should contain, among other key information, hierarchy of escalation, fire/emergency assembly points, key contacts, responsibilities, equipment and locations, etc
  - Fire safety training focusing on prevention, mitigation, risk reduction and response

## **Phase 2:**

1. Conduct safety training in various Institutions during the construction works and follow up with refresher training at specific moments during the contract period.
  - Develop training modules for the Institutions
  - Provide initial trainings for the relevant staff at the Institutions

### **1.1.1.4 Deliverables of this assignment**

The contractor is expected to submit the following reports:

#### **Phase 1**

1. Inception report for all the Institutions

The report shall outline the general implementation of the project, the work plan and the communication with the project management team and provide milestones for the completion of key activities namely.

- Safety training at Institutions
- Safety training for users and construction sites
- Inception report – outlining understanding of the Terms of Reference (TOR), methodology, work plan.

2. Safety Mapping report – outlining per institution threats to safety and recommendations illuminating on the following aspects listed below:

- Training materials – Training modules, training agenda, visual presentation, handout for participants
- Awareness raising materials
- Training and awareness raising reports – including a list of attendance, training content, action plans setup after the initial trainings, recommendations
- Emergency response plan – for each of the institutions outlining: hierarchy of escalation, fire /emergency assembly points, key contacts, responsibilities, equipment and locations, etc.)

#### **Phase 2**

1. Approved Training modules and training programs for Institutions containing;
  - A step-by-step guide based on the existing Safety gaps identified to prepare the effective safety system and conduct training for the users.
  - Emergency response plans for each of the Institutions including safety training and practical drills.



- A summary of Occupational health & Safety training for Institutions with ongoing construction works

2. Final report containing emergency response plan for each of the Institutions.

The contractor shall prepare a final report highlighting gaps, and proposed solutions that will have been incorporated into the end-user training. **Note:** All reports shall be submitted as follows:

- One electronic copy in pdf format.

**Methodology:**

The methodology shall include (not in chronological order) for each of the result areas named above:

- A literature review of relevant existing Institutions safety strategies, ministry of Education and Ministry of Health policies, circulars, and laws and coordination with available research centres and legal authorities
- A review of existing plans, inventory lists, and technical specifications for key institutions/ facilities
- Group discussions/meetings with staff and other public and private stakeholders
- Training for Estates department and Institutions identified staff
- Use training sessions for the end-users as a vehicle for change

Note that, although there are differences between the Institutions there are many issues, aspects, activities, and solutions that are overlapping. We envisage that the safety systems and training shall be general for all Institutions and that there shall be specific aspects for each institution.

**1.2 Quality management**

The Contractor shall ensure quality management through continuous monitoring. This monitoring shall take a quality assurance (QA) approach and collect information on the service provider's conduct in implementing the activities.

This QA approach shall be based on the following principles: Collect data systematically; Report these data; Enable timely action on the data, at the appropriate level.

The Contractor shall use these principles to ensure the quality of their service and to monitor the satisfaction of those involved in all aspects of the activities.

Evaluation of the performance will be conducted by the Contracting Authority on a regular basis to assess the level of the quality of services provided, the key experts' capacity, and participant's satisfaction.

The Contracting Authority will communicate the outcomes of the evaluation sessions to the Contractor and, if necessary, will ask for actions to be taken. The Contractor can also perform self-evaluation, without the results of it being binding to the Contracting Authority. The Contracting Authority will closely monitor the content, methodology and implementation of the activities to ensure that the desired level is kept.

### 1.3 Project Management

The contractor shall cooperate closely with the Project Team of the Contracting Authority. The provider shall comply with the following reporting requirements.

A kick off meeting will take place in Kampala at the start of the performance. The aim will be to discuss with the Contracting Authority the general implementation of the project, the work plan and the communication with the project management team. The meeting will also aim at clarifying to the Contractor the roles and responsibilities of the Contracting Authority during the implementation. As required, ad hoc meetings and conference calls will be scheduled and organised by the Contractor during the implementation of a given service request. Prior to each of these meetings/ conference calls the Contractor will submit to the Contracting Authority a summary of any specific points that need to be discussed. Supplementary meetings in Kampala during the implementation of the specific contracts may be convened at the request of the Contracting Authority to monitor the implementation.

The Contractor shall be required to reply to all queries from the Contracting Authority within two (2) working days, unless agreed otherwise. Furthermore, the Contractor shall be obliged to ensure that the key experts comply to and follow the instructions given by the Contracting Authority, to allow smooth administration of the activities.

The Contractor must also ensure timely and accurate invoicing for services delivered as well as any required reporting. All deliverables shall be submitted for approval and endorsement to the managing official for review and approval.

## 1.4 Requirements for the resources

### 1.4.1 Human Resources

<b>Composition of the team</b>	<ul style="list-style-type: none"><li>• 1 coordinator/team leader</li><li>• a pool of 3 Safety experts</li></ul>
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#### Coordinator/team leader

The Contractor shall identify a coordinator/team leader within its organisation who shall

represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the selection criteria. Similarly, the Contracting Authority shall designate contact persons.

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

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

### **Individual Experts**

The Contractor shall be responsible for selecting the individual expert for delivering the outputs of the specific activities of the contract. But each expert will require all the following skills and expertise, as specified hereafter.

#### **1.4.2 Management of the Team**

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

In case of unavailability of a Team Member, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender.

#### **1.4.3 Qualifications of the Team**

The consultancy team shall include the following qualifications and technical competencies as a team (combined expertise is advised in order to reduce the size of the team):

- Minimum of 5 years' experience in safety and occupational health training

- Experience in developing emergency response plans
- Experience in organizing training and drills
- Experience in institutional development, in change management, in behaviour change
- Knowledge of public education institutions
- Excellent communication skills (written & oral English)
- Good analytical skills

#### **Mandatory requirements for the Team:**

**Team leader/Safety Expert:** shall be an Architect or Engineer or facilities expert who holds a degree in either civil engineering, building economics, Physical sciences, or architecture or equivalent of 5 years' experience in the fields of Safety training and management.

- The expert should have carried out projects of similar nature in developing countries. They shall have experience with health and or educational institutions
- Practical experiences in conducting safety drills
- Experience in developing emergency response plans
- Experience in organizing training and drills
- Experience in institutional development, in change management, in behaviour change
- Knowledge of public education or health institutions
- Excellent communication skills (written & oral English)
- Good analytical skills

#### **Safety Specialists**

- Shall have a minimum health and occupational safety certification from a recognised institution
- A minimum 5 years of experience in occupational health and safety
- Knowledge of assets management, including financial, legal, and policy frameworks

#### **1.2.4 Deployment of the team**

The table below shows the breakdown and duration of activities. The number of days is to be defined by the consultants, depending on their work plan and team composition. However, estimated numbers of person-days per phase are given below.

Tasks	Implementation Period (Person days per institution)	Duration (in calendar months)
Inception Report	65	12 months
<b>Phase 1: b) Safety training at Institutions and generation of emergency response plans/drills</b>		
Report on Key Findings		
Draft plan and training materials		
Workshops/meetings and feed-back (Institutions)		
Final response plans and training materials		
<b>Phase 2: b) Safety training at Institutions/schools and generation of emergency response plans/drills</b>		
Safety training at institutions & ERP		
Safety training for construction works at institutions		
Follow up on Safety training and compliance for construction works at institutions		
Compliance & Evaluation of Safety training for construction work at institutions		

### 1.2.5 Location of activities

The assignment shall be conducted in the following places.

The host institutions shall include but not be limited to:

1. Secondary schools in Rwenzori, Busoga, West Nile and Acholi,
2. Health Facilities in Rwenzori and Busoga,
3. Vocational training Institutes in Rwenzori, Albertine, and Busoga, Central
4. Nursing and Health Colleges in Rwenzori/Albertine and Busoga.

Specifically, the assignment shall be conducted in the following regions.

SCHOOLS			
No.	District	Number of Schools	Distance from Kampala
Rwenzori Region			
1	Kasese	1	450 Km
2	Kabarole	1	320 Km
3	Fort Portal City	1	320 Km
4	Kyegegwa	1	193 Km

Busoga Region			
1	Jinja	1	80 Km
2	Jinja City	1	80 Km
3	Kamuli	1	150 Km
4	Jinja	1	120km
Acholi Region			
1	Lamwo	2	450 Km
2	Kitgum	2	450 Km
West Nile Region			
1	Adjumani	2	450 Km
2	Madi Okollo	2	430 Km
3	Yumbe	2	550 Km

HEALTH FACILITIES			
No.	District	Number of health facilities	Distance from Kampala
Busoga Region			
1	Kamuli DLG	2	150 Km
2	Jinja City	3	80 Km
3	Jinja DLG	2	80 Km
Rwenzori Region			
1	Kabarole DLG	3	320 Km
2	Fort Portal city	1	320 km
3	Kasese DLG	2	420 Km
4	Kyegegwa	2	193 Km

VTIs			
No.	District	Number of VTIs	Distance from Kampala
Rwenzori Region			
1	Kyegegwa	1	280 Km
2	Kabarole DLG	1	320 Km
3	Masindi DLG	1	200 Km
4	Kasese DLG	1	420 Km

5	Hoima DLG	2	200 Km
Central Region			
1	Kampala	1	10 Km
2	Mpigi	1	60 Km
3	Wakiso	1	35 Km
Busoga Region			
1	Jinja	1	80 Km

NURSING SCHOOLS			
No.	District	Number of Nursing schools	Distance from Kampala
1	Kabarole DLG	1	320 Km
2	Jinja City	1	80 Km
3	Hoima DLG	1	200 Km

#### 1.2.6 Other resources

The contractor shall assemble all tools necessary to perform the works under the contract, including but not limited to the following: transport van, ICT equipment like laptops, tablets or desktops. Additionally, the contractor shall be responsible for the transportation, accommodation and provision of meals for their team. The venue for the trainings shall be the institutions themselves.

## 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.

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

### 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 organization 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 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

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

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

<sup>2</sup> Belgian Official Gazette of 1 July 1999.



- 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 2003<sup>2</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
  - In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization<sup>3</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
  - In the field of environmental protection: The Climate Change Framework Convention 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 procurement<sup>4</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>5</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>6</sup>;

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

<sup>3</sup> <http://www.ilo.org/ilolex/french/convdsp1.htm>.

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

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

<sup>6</sup> Belgian Official Gazette 9 May 2017.

- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works<sup>7</sup>; • Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- [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. ;

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

## 2.5 Definitions

The following definitions apply to this 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

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

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

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer; Option: A minor and not strictly necessary element for the performance of the 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 will 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 will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

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

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

## **2.7 Deontological obligations**

Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement 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 procurement contract is a framework service agreement.

### 3.2 Subject-matter of the public contract

#### 3.2.1 Subject-matter

This services procurement contract consists of the performance of **development of material for safety and safety Training for Schools, VTIs, Health Centre IVs and Health training schools**, in conformity with the conditions of these Tender Specifications.

### 3.3 Items

The procurement consists of the items stated in section 1 “Technical specifications” 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 procurement contract starts upon award notification and lasts 4 calendar years.

Without prejudice to measures as of right, the either party can terminate the public contract any time after notification sent by registered letter 30 calendar days in advance to the other party.

Implementation period of each service order shall start upon receipt of each order and lasts:

- 195 calendar days for a service order on 3 institutions,
- 130 calendar days for a service order on 2 institutions and
- 65 calendar days for a service order on 1 institution.

This delivery period is binding for the contractor and shall start from the day following the date of after the inception meeting.

Moreover, the contracting authority has the right to terminate the contract in application of a measure taken as of right or when the contractor is in one of the situations mentioned in Article 62 of the Royal Decree of 14 January 2013.

The termination of the contract under the conditions mentioned above does not entitle the contractor to any indemnity.

### 3.5 Variants

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

### 3.6 Quantities of the contract

Exact quantities shall be determined in order forms. The estimated quantities are given for information purposes only and regard the whole duration of the public contract. By concluding this framework, the contracting authority does not guarantee that estimated quantities shall be ordered from this contract. The price to be paid shall be obtained by applying the unit prices mentioned in the inventory to the quantities performed. The estimated quantities under this contract are the following.

The minimum number of institutions for this tender is 3 and estimated maximum 55 institutions.

Projects	Area of training	Estimated trainings	Maximum trainings
WeLearn Project Schools	8 public schools in Rwenzori/Albertine and Busoga.	8	20
WeTeach project schools	10 public schools spread in 2 regions of Greater Acholi and West Nile.	10	20
WeTrain4Health -Health training Institutes	3 existing public health training institutions spread throughout 3 regions of Rwenzori, Albertine and Busoga	3	3
WeCare health facilities	15 existing public health facilities spread throughout 2 regions of Busoga and Rwenzori.	15	30
VTIs	6 (Albertine/Rwenzori) + 1 (Busoga) + 3 (Central)	10	10

### 3.7 Value of the contract

The maximum value of this contract is 1,000,000 EUR without VAT.



## 4. 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.

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

### 4.2 Managing official (Art. 11)

The managing official is **Mr. Waibale Frank** email, [frank.waibale@enabel.be](mailto:frank.waibale@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 if 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, particularly 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 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 acquire the intellectual property rights created, developed or used during performance of the procurement contract.

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

A performance bond shall be required in case the order form value exceeds 50,000 Euros. The performance bond is set at 5 % of the total value, excluding VAT, of the procurement contract. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond. The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions.

By way of derogation from Article 26, the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The contractor shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract. The contractor must, within 30 calendar days from the day of contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

- 1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Complete the following form as well as possible [https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) (PDF, 1.34 Mo), and forward it by e-mail to [info.cdcdck@minfin.fed.be](mailto:info.cdcdck@minfin.fed.be)
- 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function
- 3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function
- 4° in the case of a guaranty, by the deed of undertaking of the credit institution.

This proof must be provided as applicable by submission to the contracting authority of:

- 1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or
- 2° a debit notice issued by the credit institution; or

- 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or
- 4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or
- 5° the original copy of the deed of undertaking issued by the credit institution granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first names and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatary' as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

**Request by the contractor for the acceptance procedure to be carried out:**

- 1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond
- 2° For the final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

## **4.8 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:

Pr = Price after revision

Po = Price quoted in the tender

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

Ir = 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 Performance modalities (Art. 146 et seq.)**

### **Deadlines and terms (Art. 147)**

See point 1.1' technical methodology for development of Safety material and Safety training.

Implementation period of each service order shall start upon receipt of each order and lasts:

- 195 calendar day for a service order on 3 institutions,
- 130 calendar days for a service order on 2 institutions and
- 65 calendar days for a service order on 1 institution.

The order form is addressed to the supplier either by any means through which the date of dispatch can be determined unambiguously.

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

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

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

In any event, complaints about the order form are not admissible anymore if they are not submitted within 10 calendar days from the day following the date on which the supplier has received the order form.

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

The supplies shall be delivered in the different regions as stated in the technical specifications.

## **4.15 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.

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

The service provider takes 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.

#### **4.17 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.

## **4.18 End of the public contract**

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

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

The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests.

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

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

The acceptance specified above is final.

## **4.19 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 address on the order form.

Only delivery that has been performed correctly may be invoiced.

The contracting authority disposes of a period for verification of thirty days starting on the end date of the delivery, 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 supplier.

The amount owed to the supplier must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice, the applicable agreed discount and delivery note may be required. When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in **EURO**.

Payment corresponding to 100 % of the order form shall be made after approval of related deliverables , notwithstanding reimbursement of any advance payment that might had been granted as follows

<b>Phase 1: ) Safety training at Institutions/schools and generation of emergency response plans/drills</b>	<b>Percent per deliverables</b>
Inception Report	10%
Draft plan and training materials	10%
Workshops/meetings and feedback (Institutions/schools)	30%
Final response plans and training materials	50%

<b>Phase 2: ) Safety training at Institutions/schools and generation of emergency response plans/drills</b>	<b>Percent per deliverables</b>
Submission of approved training modules	10%
Safety training for construction works at institutions and follow up on Safety training and compliance for construction works at institutions	40%
Final report	50%

#### **Advance payment:**

By way of derogation from the foregoing, and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016, inserted by the Law of 22 December 2023 amending the regulations relating to public contracts with a view to promoting access by SMEs to the said contracts, the contracting authority shall pay an advance when the successful tenderer proves to be an SME within the meaning of Article 163, § 3, subparagraph 2, of the Law of 17 June 2016.

The amount of the advance payment is calculated by applying the following percentages to a reference value determined in accordance with Article 12/5 of the Law of 17 June 2016:

1° if the successful tenderer is a micro-enterprise, i.e. an enterprise that employs fewer than ten (10) people and whose annual turnover or annual balance sheet total does not exceed two million euros (2M euro), the percentage to be taken into account is twenty per cent (20%);

2° if the successful tenderer is a small business, i.e. a business that employs fewer than fifty (50) people and whose annual turnover or annual balance sheet total does not exceed ten million euros (10M euro), the percentage to be taken into account is ten per cent (10%);

3° where the successful tenderer is a medium-sized company, i.e. a company employing fewer than two hundred and fifty (250) people and whose annual turnover does not exceed fifty million euros (50M euro) or whose annual balance sheet total does not exceed forty-three million euros (43M euro), the percentage to be taken into account is five per cent (5%).

According to Article 12/5 of the Law of 17 June 2016, the reference value relevant for calculating the advance in a framework agreement is equal to the amount of each order, including all taxes. The first half of the advance shall be set off against the sums due to the service supplier when the value of the services performed reaches thirty per cent of the original order amount and the second half of the advance shall be set off against the sums due to the service provider when the value of the services performed reaches sixty per cent of the original order amount. The aforementioned amounts shall be understood as amounts inclusive of value-added tax.

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

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

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

#### **4.20 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

## 5. The Procurement Procedure

### 5.1 Type of procedure

This is a Negotiated Procedure with Prior Publication in application of Article 41 of the Law of 17 June 2016.

### 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/>

#### Additional publication

Additional publication shall include a local newspaper publication and an invitation to tender.

### 5.3 Information

The awarding of this procurement contract is coordinated by the Contract Service Centre of Enabel in Uganda. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 10 calendar days, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to [UGA\\_CSC\\_CONTRACTS@enabel.be](mailto:UGA_CSC_CONTRACTS@enabel.be) with copy to [ritah.kivumbi@enabel.be](mailto:ritah.kivumbi@enabel.be) with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

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

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

**The tenderers may choose to visit one or so sites at their own expense as an example and an introduction letter may be obtained through the contracts service center on the address provided.**

**The Contracting Authority shall organize an optional information session day before final submission at the time and location specified below.**

At the Enabel in Uganda office in Kampala, address below

Enabel Uganda

Lower Kololo Terrace, Plot 1B

PO Box 40131 Kampala – Uganda

on Tuesday 15<sup>th</sup> April 2025 at 12:00 AM Kampala time.

**Or Online**

The meeting credentials are as follows:

Meeting ID: 353 454 753 653

Passcode: V84A72Av

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

## **5.4 Preparation and Submission of 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 annexe. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

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

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

The tender shall contain the following parts:

### **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 **(along with an account confirmation letter from the bank and bank signatory information. This account shall not change throughout the contract duration and implementation)**
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Subcontracting Form
- Signed CVs and academic documents of the team
- Financial capacity form
- Power of attorney
- Certificate of incorporation
- Articles of association

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

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

### **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 (max. 6 pages)
- Project management (max. 4 page)



### **Financial Proposal**

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

#### **Determination of prices**

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

This procurement contract is a 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 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 tenderer is to include 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;

Delivery of documents or records associated with the performance;

Training required for operation;

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

#### **Validity of the tender**

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

### **5.4.2 Submission of tenders**

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

The tenderer submits his tender as follows:

One original copy of the completed tender shall be submitted on paper. Electronic copies shall be submitted in one or more PDF files on a USB stick that shall be inserted in the envelope containing the hard copy.

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 Centre**

**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 8:30 am to 13:30 pm and from 2:00 pm to 5:00 pm (see the address given under point a) above).

The tender shall be received by the Contracting Authority before **28<sup>th</sup> April, 2025, 11:00 am, Kampala Time**. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding).

#### **5.4.3 Change or withdrawal of a tender that has already been submitted**

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

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

The withdrawal must be pure and simple.

#### **5.4.4 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 opening of tenders will take place on the same day of the final date for receiving tenders indicated above. Tenders not received before 11:00 am will be rejected. The opening will take place behind closed doors.

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

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

#### **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.

<b>1</b>	<b>Sufficient Economic and Financial Capacity</b>
1.1	Sufficient turn-over

Minimum Standard	Minimum average annual turnover of 25,000 EUR during the past three financial years
<b>2</b>	<b>Sufficient Technical and Professional Capacity</b>
2.1	Sufficient experience in consultancies related to Safety training
Minimum Standard	Minimum of 1 assignment within the scope of the contract, which were totally and successfully completed in the last 3 years
2.2	Sufficient human resources
Minimum Standard	Minimum of 1 Staff Member for each of the Profiles defined in the Technical Specifications( attach signed CVs and academic documents for the experts)

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

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

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

### **Regularity of tenders**

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

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

### 5.6.2 Qualitative and financial evaluation of tenders

#### Negotiation

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

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

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.

### 5.6.3 Award criteria

The contracting authority selects the regular tender that it finds to be most advantageous, taking account of the following criteria:

- **Criteria 1: Qualitative award criteria: 60 %.**

The tenderer proposes a technical methodology, and a project management plan based on the instructions given in the technical specifications. They are subject to evaluation according to the following sub-criteria:

N.	Qualitative Award Criteria	Max. Points: 60
1.	Technical methodology (approaches, processes, strategy)	30

2.	Quality of the project management proposal (work plan & timetable of activities, risk management, quality management and monitoring)	30
----	--	----

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

- **Criteria 2: Price: 40 %.**

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

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

## 5.7 Award and Conclusion of the Contract

### 5.7.1 Awarding the public contract

The framework agreement will be awarded to the tenderers who have submitted the most economically advantageous tender.

This **framework agreement** shall be awarded under the **alternating system** of a maximum of 3 shortlisted. Subsequent contracts will be awarded as follows: the first order for all the phases shall go to the 1<sup>st</sup> ranked service provider. The second order for all the phases shall go to the 2<sup>nd</sup> ranked contractor and then the 3<sup>rd</sup> order for all the phases shall go to the 3<sup>rd</sup> ranked contractor and thereafter the 1<sup>st</sup> ranked shall receive another order and the sequence shall follow throughout the duration of the contract.

Each order shall come in a pack of three institutions maximum. However, there may be instances when an order has one or 2 institutions. The choice of institutions shall be based on the level of similarity in terms of operations.

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.

## 6. Annexes

### 6.1 Technical documents

Not applicable.

### 6.2 Contractual Documents

#### 6.2.1 Model Performance Bond

Only for the successful tenderer:

Bank X

Address

Performance bond n° X

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

X, address (the “Bank”)

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

“X, tender documents Enabel < UGAX, lot X” (the “Contract”).

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

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

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

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank.

The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X

on X

Signature:

Name:



### 6.3 Procedural Documents – Tender Forms

### 6.3.1 ADMINISTRATIVE PROPOSAL

## Identification forms

## Natural person

I. PERSONAL DATA	
FAMILY NAME(S)①	
FIRST NAME(S)①	
DATE OF BIRTH	
JJ	MM YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD	PASSPORT
DRIVING LICENCE②	OTHER③
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER④	
PERMANENT	
PRIVATE ADDRESS	
POSTCODE	P.O. BOX
REGION ⑤	CITY
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**

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

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

**Public law entity**

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

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

Financial identification form<sup>8</sup>

<b><u>BANKING DETAILS</u></b>		
ACCOUNT NAME <sup>9</sup>		
IBAN/ACCOUNT NUMBER <sup>10</sup>		
CURRENCY		
BIC/SWIFT CODE		
BANK NAME		
<b>ADDRESS OF BANK BRANCH</b>		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

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

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

<sup>8</sup> Please add **account confirmation letter from the bank**. This account shall not change throughout the contract duration and implementation

<sup>9</sup> This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

<sup>10</sup> Qa1Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

#### 6.1.1.2 Subcontractors

Name and legal form	Address / Registered office	Object

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

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

- 1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:
  - 1° involvement in a criminal organisation
  - 2° corruption
  - 3° fraud
  - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
  - 5° money laundering or terrorist financing
  - 6° child labour and other trafficking in human beings
  - 7° employment of foreign citizens under illegal status
  - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial 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, humanrights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

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

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

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



[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations  
generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

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

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

Place, date

### **Integrity statement for the tenderers**

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

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

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

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

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

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

Place, date

## Economic and financial capacity Form

### Financial Statement

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

Financial data	Year- 2 € or NC	Year- 1 € or NC	Last year € or NC	Average € or NC
Annual turnover, excluding this public contract <sup>11</sup>				

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

### Technical and professional capacity form

#### List of main similar assignments

Description of the main similar assignments <u>totally</u> performed	Location	Amount involved.	Completion date in the last 3 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

### Certificates of completion

For each of the assignments listed, the tenderer must provide in the administrative proposal as annexes to this form 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.

<sup>11</sup> Last accounting year for which the entity's accounts have been closed.

### **Cvs for team**

The tenderer must complete the table hereunder. He must provide in his offer the **CVs and academic documents of the key experts** (the team leader and experts) proposed for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs. Each CV should be no longer than 3 pages.

<b>Name of expert</b>	<b>Proposed position</b>	<b>Educational background – formal qualification</b>	<b>Years of experience</b>	<b>Specialist areas of knowledge</b>
	Team leader/ Safety Expert			
	Safety Specialist			

### **6.3.2 TECHNICAL PROPOSAL**

The technical proposal may be presented in free format, to include the technical methodology and project management

### 6.3.3 FINANCIAL PROPOSAL

#### Tender Forms – prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

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

To correctly compare the tenders, the duly signed information or documents mentioned under Preparation of Tenders.

Professional fees break down					
Position of Expert		Unit of measure	(Person days)	Unit rate without overnight stay (Euro) exc. VAT	Unit rate with overnight stay (Euro) exc. VAT
1.	Team leader/ Safety Expert	Person day	1		
2.	Safety Specialist	Person day	1		
Total Professional fees					

VAT percentage (if applicable):					....18%	
Total amount in words: .....						
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						
Reimbursable Expenses						
	Description	Unit	Estimated Qty	Unit Cost in Euros exc. VAT		
1	Communication costs (airtime and internet data)	Month	1			
2	Cost of printing and dispatching of reports	Lumpsum per school	1			
3	Vehicle hire (vehicle, drivers per diems)	Cost/Day	1			
Total price						
VAT percentage (if applicable):					.....18%	
Total amount in words: .....						
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						

**Note: Fuel costs shall be a reimbursable based on mileage and Enabel rates.**

Name and first name: .....

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

Place and date: .....