



Tender Specifications

Public procurement contract for Provision of Consultancy Services for
Study for the options for appropriate structure and operational model
of the industrial court of Uganda
(Production of an Options Paper)

Negotiated procedure without prior publication

Reference number: UGA21003-10179

Navision code: UGA21003

Table of content

1	Technical Specifications	5
1.1	Requirements for the services	5
1.1.1	Background information	5
1.1.2	General objective	7
1.1.3	Scope of the assignment	7
1.1.4	Expected Deliverables:	9
1.1.5	Quality management.....	14
1.1.6	Project Management.....	15
1.2	Requirements for the resources.....	16
1.2.1	Selection of the team	16
2	General provisions	20
2.1	Derogations from the General Implementing Rules	21
2.2	Contracting authority	21
2.3	Institutional setting of Enabel	21
2.4	Rules governing the procurement contract	22
2.5	Definitions	23
2.6	Processing of personal data by the contracting authority and confidentiality	25
2.6.1	Processing of personal data by the contracting authority	25
2.6.2	Confidentiality	25
2.7	Deontological obligations.....	26
2.8	Applicable law and competent courts.....	27
3	Modalities of the contract	28
3.1	Type of contract	28
3.2	Scope of the contract	28
3.2.1	Subject-matter.....	28
3.2.2	Items.....	28
3.2.3	Variants.....	28
3.3	Duration of the contract.....	28
4	Special contractual provisions	29
4.1	Managing official (Art. 11).....	29

4.2 Subcontractors (Art. 12 to 15).....	30
4.3 Confidentiality (art. 18)	30
4.4 Protection of personal data.....	31
4.4.1 Processing of personal data by the contracting authority	31
4.4.2 Processing of personal data by a subcontractor	31
4.5 Intellectual property (Art. 19 to 23)	32
4.6 Performance bond (Art. 25 to 33)	32
4.7 Conformity of performance (Art. 34)	34
4.8 Changes to the procurement contract (Art. 37 to 38/19).....	34
4.8.1 Replacement of the contractor (Art. 38/3)	34
4.8.2 Adjusting the prices (Art. 38/7)	35
4.8.3 Indemnities following the suspensions ordered by the contracting authority.....	35
during performance (Art. 38/12).....	35
4.8.4 Unforeseen circumstances	35
4.9 Preliminary technical acceptance (Art. 42)	36
4.10 Performance modalities (Art. 146 et seq.)	36
4.10.1 Deadlines and terms (Art. 147)	36
4.11 Inspection of the services (Art. 150)	36
4.12 Liability of the service provider (Art. 152-153)	36
4.13 Zero tolerance Sexual exploitation and abuse	36
4.14 Means of action of the contracting authority (Art. 44-51 and 154155)	36
4.14.1 Failure of performance (Art. 44)	37
4.14.2 Fines for delay (Art. 46 and 154)	37
4.14.3 Measures as of right (Art. 47 and 155).....	38
4.15 End of the procurement contract.....	38
4.15.1 Acceptance of the services performed (Art. 64-65 and 156)	38
4.15.3 Invoicing and payment of services (Art. 66 to 72 – 160).....	39
4.16 Litigation (Art. 73).....	40
5 Procurement procedure	41
5.1 Type of procedure	41
5.2 Publication.....	41
5.2.1 Enabel publication	41
5.3 Information.....	41
5.4 Preparation and Submission of Tenders	42

5.4.3 Change or withdrawal of a tender that has already been submitted	45
5.5 Opening and evaluation of Tenders	45
5.5.1 Opening of tenderers	45
5.5.2 Evaluation of Tenders.....	45
5.5.2.1 Selection of tenderers	45
5.5.2.2 Qualitative and financial evaluation of tenders	47
5.6 Award and Conclusion of Contract.....	49
5.6.1 Awarding the contract.....	49
5.6.2 Concluding the contract	49
6 Annexes.....	50
6.1 Technical documents.....	50
6.2 Contractual Documents.....	50
6.3 Procedural Documents – Tender Forms.....	51
6.3.1 ADMINISTRATIVE PROPOSAL	51
6.3.2 TECHNICAL PROPOSAL	61
6.3.3 FINANCIAL PROPOSAL	62

1 Technical Specifications

1.1 Requirements for the services

1.1 Technical methodology

The Contractor shall provide the services specified below by employing a technical methodology that considers the following aspects which are captured in the subsequent paragraphs.

1.1.1 Background information

The industrial dispute resolution system in Uganda is rapidly evolving, focusing on enhancing internal efficiency by incorporating successful elements from other countries. Key features include tripartite representation of employers, employees, and the State, an emphasis on speedy resolutions, and low or no-cost access to services. To improve the performance of the Industrial Court, the Ministry of Gender, Labor, and Social Development needs to address the tensions surrounding its jurisdiction. This includes discussions on full integration into the High Court, complete autonomy, or a hybrid model that ensures independence while remaining part of the judiciary, as seen in countries like South Africa, Ghana, Kenya, and Tanzania. Arguments for retaining autonomy emphasize the need for tripartite stakeholders to have greater power in dispute resolution, the inefficiency of ordinary courts, and the necessity for specialized expertise in handling complex labor disputes. Stakeholders stress the urgency of making evidence-based decisions that consider contextual needs and lessons learned from comparable jurisdictions, along with the country's capacity to implement the chosen model. International experience indicates that resolving these tensions is essential for enhancing internal efficiency and stability in court operations. Ultimately, the success of the Industrial Court depends significantly on the confidence that workers and employers place in it; uncertainty about its structure and operations can undermine this trust.

This study (*options for appropriate structure and operational model of the industrial court of Uganda*) aims to provide a comprehensive analysis of the current state of the Industrial Court in Uganda, focusing on the existing tensions surrounding its jurisdiction and governance. It will assess the potential advantages and disadvantages of the proposed models for integration into the High Court, maintaining autonomy, or adopting a hybrid approach.

The research will also draw insights from international best practices, particularly from countries such as South Africa, Ghana, Kenya, and Tanzania, to identify effective strategies that can be adapted to the Ugandan context. By conducting interviews with stakeholders, including legal experts, labor representatives, and employer organizations, the research will gather diverse perspectives on the optimal structure for the Industrial Court, and make recommendations.

Additionally, the study will evaluate the impact of various models on the efficiency of dispute resolution, the accessibility of services, and the level of trust among workers and employers. It will contribute to evidence-based recommendations aimed at enhancing the operational framework of the Industrial Court, ensuring that it meets the specific needs of the labor market, promotes a balanced approach to dispute resolution, and ultimately fosters confidence in the system.

Furthermore, the research will propose a roadmap for implementing the recommended changes, considering Uganda's capacity for improving the industrial dispute resolution system, thereby enhancing overall labor relations and promoting social stability in the country.

In this regard, the Industrial Court, through the Ministry of Gender, Labour, and Social Development, intends to initiate a comprehensive reform process aimed at addressing the jurisdictional challenges of the Industrial Court. This will be back with a bench marking visit to South Africa.

Why Benchmarking to South Africa-Johannesburg City

Uganda's benchmarking mission to South Africa is based on a comparative analysis of labour law frameworks and industrial relations across several African countries. While Ghana has established labour laws and a history of labour activism, its framework is still evolving. Kenya, despite making significant progress, faces persistent challenges such as judicial backlogs and limited access to

justice, which may not provide the most effective model for Uganda. Nigeria, with its vast and diverse labour market, presents considerable regional variations in labour laws and practices, making it a complex reference point for Uganda.

In contrast, South Africa offers a well-developed legal framework for labour relations and industrial dispute resolution, particularly following its post-apartheid reforms. The country's independent judiciary plays a crucial role in ensuring effective industrial relations, providing valuable insights into the relationship between judicial autonomy and labour dispute resolution.

Additionally, South Africa's diverse and complex labour market—encompassing both formal and informal sectors—offers relevant case studies and best practices that can inform Uganda's approach to labour relations and dispute management.

1.1.2 General objective

To conduct a comprehensive review of comparative models and provide evidence-based recommendations for optimizing the operational framework of Uganda's Industrial Court, enhancing its efficiency, independence, and credibility in resolving labor disputes while aligning with international best practices.

1.1.3 Scope of the assignment

The assignment will be carried out in phases below to ensure effective engagement of all stakeholders along the learning and decision-making journey. The phase one will be carried out in Kampala at Industrial Court offices with close consultations with different stakeholders. This process will involve 4 phases and these will include:

Phase I. Inception and Planning

The primary objective of this phase is to establish the foundation for the reform process. Two key activities will be carried out in this context, which will include.

Stakeholders' Identification, develop a comprehensive list of stakeholders, ensuring representation from all relevant sectors. Prioritize stakeholders based on their influence and interest in the reforms.

Kickoff meeting. Convene a meeting with representatives from key groups (workers, employers, judiciary, policymakers, Ministry of Gender, Labour, and Social Development). Discuss the objectives, scope, expected outcomes, and overall approach to the reform process. Agree on timelines, roles, and responsibilities for all stakeholders.

Phase II: Stakeholders engagement and data collection.

In this phase, the consultant will gather insight from stakeholders and analyze the current situation of industrial courts of Uganda and share recommendations. Two activities to be undertaken and these are.

Consultative meeting: The consultant will facilitate national social dialogue discussions in Kampala to identify key challenges, strengths, and potential opportunities for reform. While Engaging representatives of employers, employees, MoGLSD, judiciary officials, legal experts, and civil society.

Operational, Policy and Legal Review (Literature Reviews): This is the second activity under this phase. The consultant will analyze existing policies, legislation, and institutional frameworks governing the Industrial Court. Identify gaps, overlaps, and inconsistencies in the legal framework.

Phase III: Benchmarking and comparative analysis:

This phase is characterized by learning from an international practice and adapt them to Uganda's context and here two activities will take place.

Bench marking study tour: The project team together with IC will organize a benchmarking visit to South Africa to observe the functioning of their Industrial Court. Document key processes, governance structures, and operational frameworks.

Workshop for knowledge sharing: After the benchmarking visit to South Africa, the consultant will present findings from study tour to stakeholders. Facilitate discussions on how lessons learned can be adapted to Uganda.

Phase IV: Policy Development:

This final phase will support in developing a practical and evidence-based model/option paper for the Industrial Court of Uganda as a reform. Below are the activities that will lead to the development of the option paper.

Drafting the Option paper: The consultant will present reform options, including full integration into the judiciary, complete autonomy, or a hybrid model. Include a detailed analysis of the benefits, challenges, and implementation requirements for each model.

Validation workshop: The consultant will facilitate the Organize forums for stakeholders to review, critique, and refine the draft white paper. Ensure that stakeholder concerns and suggestions are incorporated into the final document.

Review and input based on the comments from the validation workshop: This process will include gathering all relevant materials, organizing and assessing the feedback for relevance, drafting necessary revisions collaboratively with stakeholders, and finalizing the edits to ensure clarity and coherence. A summary report is then created to document how the comments were addressed, which is shared with workshop participants to illustrate responsiveness. Finally, communication of the changes to relevant stakeholders and opportunities for further input may be provided to enhance the overall quality and effectiveness of the final product.

Finalizing and approving the White paper: The consultant will submit the revised document for approval by relevant authorities, such as the Ministries of Gender, Labour and Social Development, Justice and constitutional Affairs.

Based on the above planned of actions, the Industrial Court, in collaboration with the Ministry of Gender Labour and Social Development (MoGLSD), aims to enhance the efficiency, stability, and credibility of the Court, ensuring it becomes a trusted institution for all parties in Uganda's labour sector.

1.1.4 Expected Deliverables:

The expected deliverables from the assignment are as follows:

Phase 1: Inception and Planning

Objective: To establish the foundation for the reform process.			
Activities	Description	To be done by	No. of Man Days
Stakeholder Identification	Develop a comprehensive list of stakeholders, ensuring representation from all relevant sectors. Prioritizing stakeholders based on their influence and interest in the reforms.	Consultant in collaboration with Industrial court.	1
Kickoff Meeting	Convene a meeting with representatives from key groups (workers, employers, judiciary, policymakers, Ministry of Gender, Labour, and Social Development). Discuss the objectives, scope, expected outcomes, and overall approach to the reform process. Agree on timelines, roles, and responsibilities for all stakeholders.	Enabel to procure facilities in collaboration with Industrial courts and consultants. (Logistics and procurement)	1

Phase 2: Stakeholder Engagement and Data Collection

Objective: To gather insights from stakeholders and analyze the current situation of Industrial courts of Uganda.			
Activities	Description	To be done by	No. of Man Days
Consultative Meetings	Facilitate a national social dialogue discussions in Kampala identify key challenges, strengths, and potential opportunities for reform. Engage representatives of employers, employees, MoGLSD, judiciary officials, legal experts, and civil society.	Consultant in Collaboration with IC but Enabel will procure hotel facilities for the meeting	1 day of preparation 1 day of National Dialogue

Operational, Policy and Legal Review (Literature Reviews)	Analyze existing policies, legislation, and institutional frameworks governing the Industrial Court. Identify gaps, overlaps, and inconsistencies in the legal framework.	Consultant in Collaboration with IC	08 Days
---	---	-------------------------------------	---------

Phase 3: Benchmarking and Comparative Analysis

Objective: To learn from international best practices and adapt them to Uganda's context.			
Activities	Description	To be done by	No. of Man Days
Bench marking study tour	Organize a benchmarking visit to South Africa to observe the functioning of their Industrial Court. Document key processes, governance structures, and operational frameworks.	Team led by the Principal Judge (PJ), Commissioner of Labour at MoGLSD, Head Judge & the Judge at IC, Registrar at IC, (2 Consultants firm Representatives, Representative of Enabel (In total 8 members will be supported by Enabel to travel to South Africa for a benchmarking visit) (Enabel will meet the costs and per diems for all participants)	The team will travel for 1 Week i.e. 7 Days which will include 2 days of travel to and from SA and 5 days of Engagement.
Workshop for Knowledge Sharing	Present findings from study tour to stakeholders. Facilitate discussions on how lessons learned can	Enabel will provide hotel facilities for the consultant and the rest of the team to present findings from the benchmarking visit. This will be done in the form of a breakfast	1 day

	be adapted to Uganda.	meeting in Kampala.	
--	-----------------------	---------------------	--

Phase 4: Policy Development

Objective: To develop a practical and evidence-based model for reform.			
Activities	Description	To be done by	No. of Man Days
Drafting the White Paper	Present reform options, including full integration into the judiciary, complete autonomy, or a hybrid model. Include a detailed analysis of the benefits, challenges, and implementation requirements for each model.	Consultant in C ollaboration with IC	08 Days
Validation Workshop	Organize forums for stakeholders to review, critique, and refine the draft white paper. Ensure that stakeholder concerns and suggestions are incorporated into the final	Consultant in C ollaboration with IC	1 day

	document.		
Review and input based on the comments from the validation workshop	This process will include gathering all relevant materials, organizing and assessing the feedback for relevance, drafting necessary revisions collaboratively with stakeholders, and finalizing the edits to ensure clarity and coherence. A summary report is then created to document how the comments were addressed, which is shared with workshop participants to illustrate responsiveness. Finally, communication of the changes to relevant stakeholders and opportunities for further input may be provided to enhance the overall quality and effectiveness of the final product.	Consultant in C ollaboration with IC	3 days

Finalizing and Approving the White Paper	Submit the revised document for approval by relevant authorities, such as the Ministries of Gender, Labour and Social Development, Justice and constitutional Affairs.	Consultant in C ollaboration with IC	1 day
Expected deliverables	A detailed study report is produced and shared with Enabel, IC and Ministry of Gender Labour and social development. An approved document outlining the chosen reform model, with recommendations for implementation. / Operational model.		
Total Number of Days	33-man days		

1.1.5 Quality management

The Contractor shall ensure quality management through continuous monitoring, which shall adopt a quality assurance (QA) approach. This approach will focus on collecting information regarding the contractor's conduct in implementing activities based on the following principles:

- Systematic data collection
- Reporting of data
- Enabling timely action on the data at the appropriate level

Using these principles, the Contractor will monitor the quality of their service, and the satisfaction of all stakeholders involved in the activities.

a) Monitoring

Continuous monitoring is paramount. The Contractor shall ensure this through a QA approach that encompasses data collection via literature reviews and stakeholder engagements, along with the adequate execution of the proposed schedule within set timelines. The Contractor will convene supplementary meetings in Kampala at the request of the Contracting Authority to discuss and monitor implementation. Additionally, the Contracting Authority shall closely monitor the content,

methodology, and overall execution of activities to ensure that desired standards are upheld. All these cost shall be met by the consultant.

b) Data Control

Overall, data control is essential for maintaining the confidentiality, integrity, and availability of data, reducing risks associated with mismanagement, and maximizing the value derived from data assets. The Contractor shall ensure proper data control during the collection and analysis phases by employing various methodologies such as data security, compliance among others.

1.1.6 Project Management

The contractor must adhere to the requirements and deliverables outlined in this Terms of Reference (ToR). They are expected to propose a suitable methodology for implementing the study. A kick-off meeting will be held in Kampala at the start of the project to discuss the overall implementation, work plan, and communication strategies with the project management team. This meeting will also clarify the roles and responsibilities of the Contracting Authority during implementation. Additionally, the consultant shall organize ad hoc meetings and conference calls as needed throughout the service implementation. Prior to each meeting or call, the consultant is required to submit a summary of specific discussion points to the Contracting Authority.

a) Reporting

The contractor will be coordinated by the Decent Work and Social Protection Intervention Manager and will work directly with the Decent Work and Social Protection Expert and the Labour Rights and Social Dialogue Expert on technical matters. These three individuals will be responsible for the approval and acceptance of deliverables, in consultation with the Industrial Court Officials. The contractor is expected to liaise and meet regularly with the Intervention Manager and Experts as needed. Additionally, the contractor is responsible for identifying and organizing all meetings and relevant documentation required for the assignment, with support from the Intervention Manager and Enabel's Experts. The contractor will report to the Intervention Manager of the Decent Work and Social Protection project at Enabel and

to the Head of Judge at the Industrial Court of Uganda.

1.2 Requirements for the resources

1.2.1 Selection of the team

Composition of the team	<ul style="list-style-type: none">• 1 Coordinator/team leader• 1 expert
-------------------------	--

The contractor shall be responsible for presenting key experts to cover all aspects of this contract. The contractor will select a coordinator/team leader and one expert from their pool to deliver the outputs of specific service requests. The team composition must be balanced and complementary.

Coordinator/team lead:

Mandatory requirements for the coordinator/ team leader (to be shown in CV)

- Master's degree in law (LLM), Public Policy, Labor/Industrial Relations, or Public Administration,
- A valid legal practitioner's license.
- Minimum of 5 years of relevant experience national and or international labour law, industrial relations, or dispute resolution, particularly within judicial or quasi-judicial contexts. Demonstrated involvement with labor courts or reforming judicial processes, particularly in Uganda.

Other competencies or knowledge considered an asset

- Ability to lead multidisciplinary teams in complex public sector reform projects, with experience in stakeholder engagement involving government institutions, employers' associations, trade unions, and other relevant parties.
- Knowledge of International Standards, that is familiarity with international labor standards (e.g., ILO conventions) and comparative labour court models

globally and in Africa.

- Successful track record of reforming judicial systems or labour dispute mechanisms in developing economies, with experience in capacity-building initiatives that enhance institutional efficiency and credibility.
- Experience with Government reports, most especially previous experience in producing or contributing to labour and employment-related reports for Ministries, Departments, and Agencies (MDAs) of Government.
- Comparative Labor Court Models: Expertise in analyzing international industrial court models (e.g., Kenya, South Africa), and adapting these models to Uganda's post-colonial context and unique challenges.
- Research and Analytical Skills: Strong ability to assess institutional structures, identify bottlenecks, and use data-driven analysis to suggest evidence-based solutions for improving the Industrial Court's effectiveness.
- Mediation and Dispute Resolution: Expertise in alternative dispute resolution (ADR) methods (mediation, conciliation) to improve court efficiency and reduce case backlogs, with experience in conflict resolution in politically sensitive contexts.
- Technology and Innovation: Familiarity with digital tools (e.g., e-filing, case management software, online dispute resolution) to enhance court operations, transparency, and accountability.
- Cultural and Contextual Sensitivity: Understanding of Uganda's socio-cultural dynamics, including gender, social equity, and the informal labor sector, ensuring that reforms are inclusive and address the needs of all workers.
- Monitoring and Evaluation (M&E): Experience in developing M&E frameworks to track the effectiveness of reforms and setting performance indicators to evaluate the Industrial Court's post- reform performance.

Expert

To assist the team leader in executing the assignment of conducting a comprehensive review of comparative models and providing evidence-based recommendations for optimizing the operational framework of Uganda's Industrial Court, the expert on the team should meet certain mandatory requirements and possess specific competencies or experience. Below is a detailed breakdown of the necessary qualifications and skills for the expert assisting the team leader.

Mandatory Requirements for the Expert

- A bachelor's degree in law, Labor Relations, Public Administration.
- At least 3 years of experience in labour law, industrial relations, or dispute resolution with a focus on labour courts or tribunals. The Expert should have experience in supporting judicial bodies, quasi-judicial institutions, or labor dispute mechanisms in a professional or advisory capacity. He/she should have the experience in assisting with institutional reforms or operational improvements, ideally within the public sector or in contexts similar to Uganda's.

Other competencies or knowledge considered an asset

- He/she should have strong research skills, with experience in comparative analysis of different legal and labour systems globally. Must be able to analyze data on judicial processes, case management, and dispute resolution to support evidence-based recommendations as well as have the experience in documenting findings and preparing reports that are clear, concise, and actionable.
- She/he should have the knowledge of international labour standards (particularly from the International Labour Organization - ILO) and global best practices in labour courts, dispute resolution, and industrial relations. He/she must have the understanding of international human rights frameworks as they apply to labor disputes and judicial independence.

- Knowledge of Uganda's Legal Framework: Familiarity with the Labour Disputes (Arbitration and Settlement) Act and the Industrial Court Act, and understanding of Uganda's labor market dynamics, including the role of trade unions, employer associations, and government bodies.
- Comparative Labour Court Models: In-depth knowledge of industrial court systems in countries like South Africa and Kenya, with the ability to analyze and apply best practices to Uganda's context.
- Mediation and Dispute Resolution: Practical experience in ADR methods (mediation, conciliation, arbitration), with a focus on improving dispute resolution efficiency within the Industrial Court.
- Capacity Building and Training: Experience in developing training programs to improve court operations and enhance judicial independence.
- Technology and Innovation in Court Operations: Knowledge of using technology (e-filing, online case management) to modernize and improve the efficiency and transparency of the Industrial Court.
- Cultural and Contextual Sensitivity: Understanding of Uganda's socio-cultural dynamics, gender equality, and the informal labor sector, ensuring recommendations are inclusive and address diverse workers' needs.
- Monitoring and Evaluation (M&E): Experience in supporting M&E processes to assess judicial reforms and institutional improvements, with a focus on developing performance indicators.
- Stakeholder Engagement: Ability to map and engage stakeholders (government bodies, trade unions, employers, judiciary), and organize workshops and discussions to gather insights and foster buy-in.
- Data and Case Management Systems: An understanding of how to enhance case management systems, including data collection and reporting for labor disputes.

Management of the team

The contractor shall identify a coordinator / team leader within its organization who shall represent the single point of contact for all administrative and operational communication with the contracting authority. The single point of contact and if necessary, his/her replacement must fulfil the

requirements set in the 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 shall also supervise the implementation to ensure that the quality of the assignment meets the established standards. In addition, he/she shall safeguard that the requirements as described in this tender are being kept. The coordinator shall need to closely collaborate with the contracting authority ensuring that the quality of the service meets the standards set.

Deployments of the team

The contractor shall be responsible to present the experts that can cover all contents of this contract and that know the particulars of the content of the contract in Uganda (to ensure relevant content and delivery).

The contractor shall be responsible for selecting the key expert out of his pool for delivering the outputs of the specific service requests of the contract. However, during the implementation of the contract the contracting authority shall individually assess the performance of the key expert and conduct evaluation sessions to get feedback from those participating in the assignment. The contracting authority reserves the right to reject the key expert if his/her performance is not satisfactory to the contracting authority.

The contractor shall ensure that there is a back-up key expert available in the pool. Should a key expert become unavailable for any reason for more than one (01) week, the back-up key expert has to be provided at short notice with at least the same background and approval by Enabel. The back-up key expert shall continue the implementation at the required standards.

2 General provisions

2.1 Derogations from the General Implementing Rules

Chapter, ‘Specific contractual and administrative conditions’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public 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 procurement contract is Enabel, the Belgian development agency, public-law Company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by person(s) who shall sign the award letter and are mandated to represent the organisation towards third parties.

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013. Belgian Official Gazette of 1 July 1999.

Tender Specifications – Procurement reference number – UGA21003-10179

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003², as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation³ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁵;

² Belgian Official Gazette of 18 November 2008.

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

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁶;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.;

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be;

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

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

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

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

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

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

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

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

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

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

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

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

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

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is

understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

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

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

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

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

2.6 Processing of personal data by the contracting authority and confidentiality

2.6.1 Processing of personal data by the contracting authority

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

2.6.2 Confidentiality

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

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

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

2.7 Deontological obligations

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

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

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

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

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

The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it

considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

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

2.8 Applicable law and competent courts

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

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

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

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

3 Modalities of the contract

3.1 Type of contract

This procurement contract is services contract.

3.2 Scope of the contract

3.2.1 Subject-matter

Provision of Consultancy Services for Study for the options for appropriate structure and operational model of the industrial court of Uganda

3.2.2 Items

The procurement contract of this procurement contract consists of the items stated in the technical specifications.

These items are pooled and form one single procurement contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract

3.2.3 Variants

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

3.3 Duration of the contract

The contract starts the day following the date of the kick off meeting and lasts for a duration of 6 calendar months.

4 Special contractual provisions

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

These tender documents derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)").

4.1 Managing official (Art. 11)

The managing official is Ms. Kia, Penninah, e-mail: penninah.kia@enabel.be

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

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

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

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

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

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

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by a subcontractor

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

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

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

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

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

4.6 Performance bond (Art. 25 to 33)

For this procurement contract a performance bond is required, only in case the contract value exceeds 50 000 EUR.

The performance bond is set at 5 % of the total value, excluding VAT, of the procurement contract. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions.

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

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of procurement contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the post account number of the Deposit and Consignment Office Fill out the form

https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcck@minfin.fed.be

After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;

4° in the case of a guaranty, by the deed of undertaking of the credit institution

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

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution granting a guaranty.

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

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

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

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

1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond;

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

4.7 Conformity of performance (Art. 34)

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

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

4.8.1 Replacement of the contractor (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the procurement contract.

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

4.8.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

The contracting authority reserves the right to suspend the performance of the procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts. The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

4.8.4 Unforeseen circumstances

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the assignment to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services must be performed within 180 calendar days from the day of inception meeting. The closure of the service provider's business for annual holidays is not included in this calculation.

4.11 Inspection of the services (Art. 150)

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

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

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

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

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

4.13 Zero tolerance Sexual exploitation and abuse

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

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

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

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

to the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

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

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

4.14.1 Failure of performance (Art. 44)

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

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

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

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

§2 Any failure to comply with the provisions of the procurement contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.14.2 Fines for delay (Art. 46 and 154)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

4.14.3 Measures as of right (Art. 47 and 155)

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects found. §2 The measures as of right are:

1° Unilateral termination of the procurement contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2° Performance under regie of all or part of the non-performed procurement contract;

3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement contract remaining to be performed.

The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement procurement contract will be borne by the new contractor.

4.15 End of the procurement contract

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

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

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

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

entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

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

The acceptance specified above is final.

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

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

Ms. Akello Jacqueline
jacqueline.akello@enabel.be
Financial controller
Enabel in Uganda

Only services that have been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in EUROS.

No advance may be asked by the contractor and the payment shall be made after provisional/final acceptance of each service delivery for each phase:

A payment corresponding to 100% shall be made following the satisfactory provision of the services. The payments shall be made after acceptance of the deliverables at each phase of the assignment as indicated below:

S/N	DELIVERABLE	PERCENTAGE OF TOTAL PRICE
1	Stakeholders Identification Report & Kick-off Meeting Summary	20%
2	Stakeholder Engagement and Data Collection Report	30%
3	Benchmarking And Comparative Analysis Report	30%
4	Industrial Court Reform Option Paper and Stakeholder Engagement Report	20%

4.16 Litigation (Art. 73)

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

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this procurement contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

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

Enabel, public-law company

Legal unit of the Logistics and Acquisitions service (L&A) To the
attention of Mrs Inge Janssens rue Haute 147
1000 Brussels
Belgium

5 Procurement procedure

5.1 Type of procedure

This is a Negotiated Procedure without Prior Publication in application of Article 42 § 1er, alinea 1, 1°, b) of the Law of 17 June 2016.

5.2 Publication

5.2.1 Enabel publication

This procurement contract is published on the Enabel website <https://www.enabel.be/public-procurement/>

This publication shall constitute of an invitation to tender

The contract notice shall be advertised through New Vision local newspapers

5.3 Information

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

Until 10 calendar days before the time for the receipt of tenders, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to uga_csc_contracts@enabel.be 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 Tender Specifications – Procurement reference number – UGA21003-10179

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

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

5.4 Preparation and Submission of Tenders

Preparation of tenders

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

Content of tenders

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

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

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

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

The tender shall contain the following parts:

Administrative Proposal

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Financial Identification Form
- Subcontractor form
- Exclusion Criteria Form
- Integrity form

- Technical capacity form
- Financial capacity form (Audited financial books of accounts for the last three years)
- Articles of Association and Memorandum (as applicable)
- Power of attorney
- Certificate of Incorporation

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, not counting the CVs and academic papers. It shall respect the following page limit and structure:

Technical methodology (max. 8 pages)

Quality management (max. 1 page)

Project management (max. 1 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 actually performed.

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

Elements included in the price

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

The delivery of documents or of pieces related to the performance;

The packaging;

Training required for operation;

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

Customs and excise duties for equipment and products used;

Validity of tenders

The tenderers are bound by their tender for a period of 90 calendar days from the reception deadline date.

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

5.4.2 Submission of tenders

Without prejudice to any variants, the tenderer cannot submit tenders for only one phase.

The tenderer submits his tender as follows:

The duly completed and signed tender shall be submitted only by e-mail to;
uga_csc_tenders@enabel.be

It shall be submitted only as e-mail attachments and not via a link to a platform. The files shall be clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission, incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender.

The tenderer shall submit separately, the administrative, technical and financial proposals in the email. In case they exceed 6MB, then the tenderer submits separate emails clearly indicating 'Administrative, technical or Financial proposal'.

The subject of the e-mail shall clearly mention the procurement reference number and the contract title, as stated on the cover page of the tender specifications, as well as the name of tenderer.

The final date and time for receiving tenders is **7th July 2025, 10:00AM**, Kampala Time. Late tenders shall 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 electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

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

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

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

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

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

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

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

Selection criteria

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

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 15,000 EURO during the past three financial years.
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in providing similar services
Minimum Standard	Minimum of 1 assignment within the scope of the contract (development of a white or option or position paper) which is totally and successfully completed in the last 3 years.
2.2	Qualifications and experience of required profiles
Minimum Standard	Experts for the profiles defined in the technical specification. (Provide signed CVs and academic documents).

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

- Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
- The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.
- Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require

that the economic operator and those entities be jointly liable for the execution of the contract.

- The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.

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

Regularity of tenders

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

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

5.5.2.2 Qualitative and financial evaluation of tenders

Negotiation

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

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

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

Award Criteria

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

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

The tenderer proposes a technical methodology, quality management 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.	Quality of the proposed Technical Methodology (strategy, techniques, approaches, processes)	20																				
2.	Quality of the proposed Quality Management (Quality assurance, processes and procedures of data collection,)	15																				
3.	Quality of the proposed Project Management (coordination, communication mechanism, reporting, Work plan & timetable of activities, Risk management plan)	15																				
4.	Qualification of resources (Experience)																					
	<table><tr><td colspan="2">Team Leader</td><td colspan="2">Expert</td></tr><tr><td>5 years</td><td>2.5</td><td>3 years</td><td>2.5</td></tr><tr><td>6 years</td><td>5</td><td>4 years</td><td>5</td></tr><tr><td>7 years</td><td>7.5</td><td>5 years</td><td>7.5</td></tr><tr><td>8+ years</td><td>10</td><td>6+years</td><td>10</td></tr></table>		Team Leader		Expert		5 years	2.5	3 years	2.5	6 years	5	4 years	5	7 years	7.5	5 years	7.5	8+ years	10	6+years	10
	Team Leader		Expert																			
	5 years	2.5	3 years	2.5																		
	6 years	5	4 years	5																		
7 years	7.5	5 years	7.5																			
8+ years	10	6+years	10																			

Only tenders with scores of at least 35 points out of 60 points qualify for the financial evaluation.

- **Price: 40 %.**

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

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

Final score

The scores for the qualitative and financial award criteria will be added up. The procurement contract will be awarded to the tenderer with the highest final score, after the contracting authority has

verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

5.6 Award and Conclusion of Contract

5.6.1 Awarding the contract

This procurement contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

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

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

5.6.2 Concluding the contract

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

Notification is via e-mail.

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

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

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

6 Annexes

6.1 Technical documents

Not applicable.

6.2 Contractual Documents

Model Performance Bond

Only for the successful tenderer:

Bank X

Address

Performance bond n° X

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

X, address (the “Bank”)

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

“X, tender documents Enabel < UGAX” (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

Legal Identification forms

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 CITY
REGION ⑤	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ?	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY
YES NO	
DATE	

	SIGNATURE
--	-----------

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

Legal person entity private/public legal body

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

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

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

③ Registration number in the national register of the entity.

Public law entity

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

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

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

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

Financial identification form

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

⁸ 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.

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

Subcontractors

Name and legal form	Address / Registered office	Object

Declaration on honour – exclusion criteria

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

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

1° involvement in a criminal organisation

2° corruption

3° fraud

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

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

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

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

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

Are also considered such serious professional misconduct:

a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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	Year- 1	Last year	Average
----------------	---------	---------	-----------	---------

	€ or NC	€ or NC	€ or NC	€ or NC
Annual turnover, excluding this public contract				

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

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignments <u>totally</u> performed	Min 1 similar assignment	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.

The tenderer must complete the table hereunder. He must provide in his offer the CVs of the key experts (the team leader and expert) proposed for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs. Each CV shall not longer than 3 pages.

Composition of the team	<ul style="list-style-type: none"> • 1 Coordinator/team leader • 1 expert
-------------------------	---

<i>Name of expert</i>	<i>Proposed position</i>	<i>Educational background – formal qualification</i>	<i>Years of relevant experience</i>	<i>Specialist areas of knowledge</i>
	<i>Team leader</i>			
	<i>Expert 1</i>			

6.3.2 TECHNICAL PROPOSAL

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

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

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

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

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

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

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

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

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

Phase	Description	Lumpsum Price in EUR excl. VAT
1.	Consultancy Services for Study for the options for appropriate structure and operational model of the industrial court of Uganda	€
VAT percentage (if applicable):		
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: The tenderer shall attach separately the detailed breakdown of the financial offer stated in this financial offer form

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: