



## Tender Specifications

**Framework contract for the provision of consultancy services  
for health care leadership and management services**

Open procedure

Reference number: UGA22009-10075

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### **DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES**

Section 4, 'Specific contractual and administrative conditions' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

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

# 1 Technical Specifications

## 1.1 Requirements for the services and the deliverables

### 1.1.1 Technical methodology

The Contractor shall provide the services and the deliverables as specified hereafter by applying a technical methodology, which factors in the following aspects.

#### 1.1.1.1 Background information

Enabel is implementing a five-year project-WeCare- “Saving mothers’ lives. This project is supporting the Ministry of Health to reduce mortality and morbidity among women and children in the Busoga and Rwenzori regions. The objective of this project is: “Child and maternal mortality decrease, and SRHR are better ensured, through the training of non-university health personnel and improved capacity of the mesostructure of health centers and hospitals. The project is implemented under the three-delay model: **Delay in deciding to seek care, Delay in reaching a healthcare facility, and Delay in receiving adequate care at the facility. Overall, this is a health systems strengthening project.** The project is being implemented in two districts and one City in Busoga region (i.e. Kamuli district, Jinja City, Jinja District) and three districts and one city in Rwenzori region (Kyegegwa, Kasese, Kabarole districts and Fort portal city). The project beneficiaries are 20 health facilities: 4 general Hospitals, 2 regional referral hospitals, and 14 health centers IVs across the two regions. The expected project results are as follows:

- Result 1: People’s capacities to enhance their autonomy and make informed choices about their health are reinforced.
- Result 2: The quality of emergency medical services and referral services is improved.
- Result 3: The acceptability and quality of selected HC IVs and GHs are improved (with attention to SRHR).
- Result 4: The local authorities’ capacity and stewardship to promote a participatory, inclusive, and accountable leadership and management of the local health system are improved.
- Result 5: Communities are empowered to participate and take ownership of health.

According to the health sector annual report FY 2023/24, one of the key Priorities for the Health Sub-programme in FY 2023/24 bullet (d) was to functionalize the Local Government Health Management Teams, Hospital Management Boards, and Health Unit Management Committees. Tender Specifications – Procurement reference number: UGA22009-10075

Health managers in Uganda face numerous challenges as they strive to manage healthcare services within resource-limited settings. They are responsible for delivering quality care while contending with constrained financial and human resources, insufficient infrastructure, and growing expectations for transparency and accountability. On top of these demands, they must keep pace with changes in the healthcare system, adopt new technologies, implement national policies, and respond to emerging public health threats, such as pandemics.

Despite the significance of their role, many health care managers in these regions lack formal training in leadership and management. Specifically, in key areas such as leadership, governance, Human resource management, result-based management, strategic planning, financial management, and change management. These gaps can limit their ability to lead strategically, make informed decisions, and cultivate a high-performing healthcare environment.

### **General Objectives**

The overall objective for this consultancy is to enhance capacity in leadership and management for targeted institutions in health, education and other sectors where Enabel operates.

Generally, the contractor shall be required to:

1. Develop a training package on healthcare leadership, management, and clinical governance.
2. Deliver the training to 30 Health managers' using the developed package to the in-charges and selected DHT members from the 20 targeted health facilities and 7 districts, respectively, with a focus on simulating and motivating transformational leadership.
3. Deliver training based on the training package suiting the needs of the selected 83 participants from targeted health facility heads of department (3 per facility), members of DHT (3 per district), and two equipment regional workshop managers from the regions of Busoga and Rwenzori.

**Location of activities:**

The health managers' training activities shall be majorly conducted online, and only physical sessions shall be arranged at the premises identified by the contractor.

The heads of departments training shall be conducted at regional level (Busoga and Rwenzori). Enabel shall cater for logistics costs of the participants e.g., training venue, perdiem, transport and meals. Enabel shall not cater for the logistics costs of the contractor's team.

**Timeline for activities:**

The timelines shall be different and in line with the two different course outlines.

1. Item 1: Health managers' training shall be implemented within a period of 9 months per work order, with a maximum of three months for module or content development, four months for actual training and two months for post training support. The contractor is expected to start delivering the course to the targeted audience as soon as the course content is agreed upon and approved by the contracting authority.
2. Item 2: Heads of department training shall be implemented within 5 working days for each region.

**1.1.1.2 Tasks**

The contractor shall be required to perform the tasks below under each item as specified below.

**Item 1: Health managers' training****Task 1: Inception phase**

The contractor shall hold a kick off meeting with the Contracting Authority upon contract award. The aim will be to discuss with the Contracting Authority the general implementation of the project, the work plan and the communication with the project management team.

**Task 2: Design and develop training modules**

The aim of this task is for the contractor to develop a series of module outline by prioritizing specific modules that would meet the skills gap described in the background. This should first be guided by a desk review capacity gap analysis to inform the design phase. The contracting authority will not accept costs related to a capacity assessment since there is already a body of knowledge published on leadership and management gaps in the health sector in Uganda. Therefore, a comprehensive curriculum/ modules should be proposed and will not be limited to Tender Specifications – Procurement reference number: UGA22009-10075



the following modules: Introduction to leadership and governance, clinical governance, Health system strengthening approach, strategic planning and management, Health care quality improvement, Financial management, Human resource management, mentorship and coaching in health care, health information systems and data use, health policy and advocacy, results based management, ethical leadership and decision making, communication skills, stakeholder engagement, change management in health care, risk management and compliance, crisis and emergency management in health facilities, procurement and supply chain management, etc. Each module should have specific topics, related case scenarios, where applicable, to be delivered to meet the expectations of learning.

The design phase deals with learning objectives, assessment instruments, training tools, content, subject matter analysis, training programme planning, and online media/material selection. The design phase should be systematic and specific. Systematic means a logical, orderly method of identifying, developing and evaluating a set of planned strategies targeted for attaining the learning goals offering a roadmap for conscious leadership development. Specific means each element of the design plan needs to be executed with attention to detail, with a lot of case studies for self-reflection and personal inventory, mentorship and coaching, learning from examples of transformational leaders and simulation exercises through role plays and assignments.

For contractor with existing leadership and management training programme, the contractor shall be required to tailor the modules to the existing capacity gaps as per desk review or any prior online interviews under contractor's costs to suit the target audience.

Generally training structure and content need to respect principles of adult learning:

1. The content needs to speak to the priority concerns and the contexts of the target audience. Therefore, the content might not be too theoretical nor too general.
2. Participants are able to practice their learning during the training and coaching event: application and practice are central. Providing frameworks, explaining underlying principles, and illustrative examples from other settings are all relevant. But the purpose of effective learning is to go beyond awareness and 'theoretical' knowledge, to skill: the ability to do. That means case studies, self-paced online learning, synchronous and asynchronous team and individual assignments, team exercises, team projects, simulations, role play etc. enhanced by constructive feedback where possible should

apply.

3. The learning should engage the whole person: the training should not stay at the rational-intellectual level but allow for deep learning through deeper engagement. Deeper learning might require the training to cover less and leave more time for practice. It also implies that the focus should shift from the 'delivery of supplied training' to the 'learning of the participants', the 'trainer' becomes more of a 'learning facilitator'. It also implies flexible training programme planning: a good balance needs to be found between structure (prepared sessions) and being responsive to participants questions.

The contractor must use relevant and generally accepted training material in the courses. All training content should be in accordance with existing national guidelines and policies. All training programs should start with an inception meeting to define the training objectives with the participants.

#### **Verification and approvals of training modules**

The contractor shall be required to submit the draft training modules for review and approval to the contracting authority. This is aimed at testing its suitability for delivery to the targeted course participants.

After approval, of the training modules, the contractor shall be required to produce hard copy training materials that shall be distributed to the participants during the course of the training. Training materials shall bear the Enabel logo and the Ministry of Health logo, and all materials shall remain the property of the contracting authority for subsequent use.

#### **Task 3: Delivery of the training courses**

The health managers shall be trained in all the training modules that shall be approved with a minimum standard as listed above.

The contractor shall be required to deliver the training for the targeted audience using different approaches/methodologies suitable for adult learning, knowledge transfer, and suiting the context of Uganda's health system and to the needs of the targeted audiences. The contractor shall be required to deliver a blended training to the targeted audience thus majorly online and face-to-face. The contractor shall distribute the training materials to the participants. For online trainings, the contractor shall be responsible for creating and sharing of the training links with all the participants 2 days prior to the training sessions. For face-to-face training, the contractor

shall be responsible for venue and any equipment arrangements that shall be required for the training sessions.

The contractor shall be required to closely monitor the training and participant's capacity both before as during the training and course and assess participants per module and compile a report that shall be submitted to the contracting authority.

For trainings with a specific focus on knowledge improvement, the contracting authority might request the contractor to design, develop and run a pre and post-test.

The training shall be delivered in English and the approximate number of participants for the health managers' training will be for 30 participants.

#### **Task 4: Post training support**

The contractor shall be required to make a follow-up of the 30 participants following the assignments, tasks and exercises given during the course of training. Additionally, this shall also be coupled with refresher sessions on some of the modules found to be difficult to comprehend and actualize by some participants.

The contractor shall be required to compile and submit a post training support report detailing what has been done by the contractor and what the participants executed in line with the assignments given and the changes in leadership and management practices observed among the participants.

#### **Deliverables:**

1. Approved inception report
2. Approved training Handbook
3. Quality assurance reports (Pre-post tests findings, module completion reports, and M&E reports where applicable)
4. Post training support report.
5. Approved Final training reports

#### **Item 2: Heads of department training**

##### **Task 1: Inception phase**

The contractor shall hold a kick off meeting with the Contracting Authority upon contract award. The aim will be to discuss with the Contracting Authority the general implementation of the

project, the work plan and the communication with the project management team.

### **Task 2: Training needs assessment**

The contractor shall conduct a training needs assessment among the heads of department to understand the current challenges they have in line with leadership and management in their current positions. This shall be done using digital tools. The gaps in leadership and management shall be linked to the appropriate modules that were developed under item 1 (health managers' training modules). The identified modules above shall then formulate the course content for the heads of department training.

### **Task 3: Delivery of the training courses**

The contractor shall be required to deliver the training for the targeted audience using different approaches/methodologies suitable for adult learning, knowledge transfer, and suiting the context of Uganda's health system and to the needs of the targeted audiences. The contractor shall be required to deliver a face – to- face training to the targeted audience. the contractor shall distribute the training materials to the participants. For face-to-face training, the contractor shall be responsible for any logistics arrangement for their experts.

the contracting authority shall be responsible for venue and any equipment arrangements, meals for the participants for the training sessions.

The contractor shall be required to closely monitor the training and participant's capacity both before as during the training and course and assess participants before and after the training and compile a report that shall be submitted to the contracting authority.

The training shall be delivered in English and the approximate number of participants for the heads of department training shall be 83 participants.

### **Deliverables:**

1. Approved inception report and training needs assessment report
2. Approved list of selected modules (the modules should match the needs assessment)
3. Approved Final training reports

#### **1.1.1.3 Quality management**

The Contractor shall ensure quality management through project implementation. The contractor shall propose a quality management plan tailored to the project needs. The proposal shall outline both quality control and assurance approaches, procedures, processes, quality activities and deliverables to be undertaken throughout the project.

#### **1.1.1.4 Project Management**

At the start of the assignment, a kick-off meeting will be held in Kampala. The purpose of this meeting is to discuss with the Consulting Authority the general implementation of the assignment, the work plan and the communication with the project management team. The meeting will also aim at clarifying to the contractor the roles and responsibilities of the Contracting Authority during the implementation. As required, ad hoc meetings and conference calls shall be scheduled and organized by the consultant during the implementation of a given service request. Before each of these meetings/conference calls the consultant shall submit to the Contracting Authority a summary of any specific points that need to be discussed.

#### **Reporting**

The contractor shall undertake this assignment under the coordination of the WeCare Project Intervention Manager, who will be assisted by the WeCare team (local governance expert). The officials above be responsible for the approval and acceptance of deliverables. The contractor is expected to liaise and meet regularly, as needed, with Enabel team. The contractor is responsible for identifying and setting up all meetings and/or relevant documentation needed for the assignment, with support from the Enabel team.

## **1.2 Requirements for the resources**

### **1.2.1 Human Resources**

Selection and composition of the team	<ul style="list-style-type: none"><li>• 1 coordinator/team leader</li><li>• A pool of 7 experts</li></ul>
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The contractor shall be responsible to present a pool of key experts that shall cover all contents of this contract. The contractor shall be responsible for selecting a coordinator/team leader and the individual expert out of his pool for delivering the outputs of the specific service requests of the contract.

**Coordinator/team leader**

The contractor shall identify a coordinator/team leader within its 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 terms of reference. Similarly, the Contracting Authority will designate contact persons.

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

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

**Individual Experts**

The Contractor shall be responsible for selecting the individual expert(s) for delivering the outputs of the specific activities of the contract. However, each individual expert will require all the skills and expertise, as specified in the qualifications section below.

**1.2.2 Qualifications of the Team****Coordinator/team lead:****Mandatory requirements**

At least;

- A master's degree in public health (MPH)
- A master's degree in health services management
- A master's degree in health policy and planning
- A master's degree in business administration with a focus on healthcare
- A master's degree in medicine with postgraduate leadership training
- At least 5 years of leadership experience in health systems, health policy, or hospital management
- Experiences of at least 5 years in providing training or capacity building in Health Care leadership and management

**Other requirements:**

- Excellent communication skills, both written and verbal

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- Have proficiency in English language
- Ability to design and deliver adult education or professional training
- Familiarity with participatory and problem-based learning methods
- Experience using case studies and real-life scenarios
- Have experience working within Uganda's Healthcare system.
- Experience of coaching.
- Experience in change management

### **Individual experts**

#### **Health Systems Management Expert**

##### **Mandatory requirements**

- Masters in either health policy, Health Services Management and or Public Health
- At least 5 years' experience working with health systems.
- Experiences in providing training or capacity building in Health Care leadership and management

##### **Other requirements:**

- Familiar with Uganda's district health system and decentralization
- Familiarity with participatory and problem-based learning methods
- Excellent communication skills, both written and verbal
- Have proficiency in English language

#### **Clinical Leadership Expert:**

##### **Mandatory requirements**

- Medical degree (MBChB or equivalent) with postgraduate training in leadership or hospital administration
- At least 5 years' experience in managing clinical services or health facilities

##### **Other requirements:**

- Experience in quality improvement and patient safety initiatives
- Experiences in providing training or capacity building in Health Care leadership and management.
- Familiarity with participatory and problem-based learning methods
- Excellent communication skills, both written and verbal
- Have proficiency in English language

**Human Resources for Health (HRH) and Organizational Development Expert:****Mandatory requirements**

- Masters in either human resource management, Organizational Development, or Public Health
- At least 5 years' experience in leadership and healthcare organizations

**Other requirements:**

- Experience in change management and leadership development
- Experiences in providing training or capacity building in Health Care leadership and management.
- Familiarity with participatory and problem-based learning methods
- Excellent communication skills, both written and verbal
- Have proficiency in English language

**Monitoring and Evaluation (M&E) Expert****Mandatory requirements**

- Masters in either M&E, Statistics, or Health Informatics
- At least 5 years of experience in health program monitoring and training

**Other requirements:**

- Skilled in results-based management and use of data for decision-making
- Familiarity with participatory and problem-based learning methods
- Excellent communication skills, both written and verbal
- Have proficiency in English language

**Finance and Health Economics Expert:****Mandatory requirements**

- Masters in either health economics, Finance, or Business Administration
- At least 3 years Practical experience with health budgeting and cost analysis, and 2 years' experience in donor funding in Uganda

**Other requirements:**

- Experiences in providing training or capacity building in health budgeting and cost analysis.
- Familiarity with participatory and problem-based learning methods
- Excellent communication skills, both written and verbal

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- Have proficiency in English language

**Procurement expert:**

**Mandatory requirements**

- A bachelors in either Procurement and supply chain, Procurement and logistics, Business Administration with Procurement.
- At least 5 years' Practical experience in procurement training

**Other requirements:**

- Experience in in health sector
- Familiarity with participatory and problem-based learning methods
- Excellent communication skills, both written and verbal
- Have proficiency in English language

**Training & Curriculum Development Specialist:**

**Mandatory requirements**

- Master's in either Education, Instructional Design, or Adult Learning
- At least 5 years' experience developing professional or continuing education curricula for health leaders

**Other requirements:**

- Familiar with competency-based education models
- Experiences in providing training or capacity building.
- Familiarity with participatory and problem-based learning methods
- Excellent communication skills, both written and verbal
- Have proficiency in English language

### **1.2.3 Management of the Team**

During the implementation of the contract, the contracting authority shall individually assess the performance of the key experts and conduct evaluation sessions to get feedback from the participants. The contracting authority reserves the right to reject an expert if his/her performance is not satisfactory to the contracting authority.

The contractor shall present a governance and team structure clearly indicating the roles and responsibilities for each expert. The contractor shall also ensure that there is a back-up expert

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available in the pool. Should the expert become unavailable for more than 2 days for any reason, the back-up expert has to be provided at short notice. The back-up expert shall continue the implementation at the required standards. In case of unavailability of a team member, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender.

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

## **2 General provisions**

### **2.1 Derogations from the General Implementing Rules**

Chapter 'Specific contractual and administrative conditions' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

### **2.2 Contracting authority**

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

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

### **2.3 Institutional setting of Enabel**

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

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

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

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

- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>2</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>3</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

## 2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts<sup>4</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services<sup>5</sup>;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors<sup>6</sup>;

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

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

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

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

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

- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works<sup>7</sup>;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be);

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

## 2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance

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

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

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

Option: A minor and not strictly necessary element for the performance of the 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.

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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 a framework services contract.

### 3.2 Scope of the contract

#### 3.2.1 Subject-matter

This services procurement contract consists in the performance of consultancy services for health care leadership and management services in conformity with the conditions of these Tender Specifications.

#### 3.2.2 Items

This procurement contract consists of the items stated in part 1 of the technical specification. These items are pooled and form one single procurement contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract.

#### 3.2.3 Variants

Each tenderer may submit only one tender. Variants are not permitted.

### 3.3 Duration of the contract<sup>8</sup>

For each of the lots, the framework agreement shall commence upon award notification and last for a duration of **4 calendar years**. In accordance with Article 57 of the Law of 17 June 2016. Each party may, however, terminate the agreement at the end of the first, second or third year, provided that notification to the other party is sent at least 90 calendar days before the end of the first, second or third year of the framework agreement. In this case, the party may not claim damages for such termination.

If the contracting authority terminates the framework agreement, such termination will apply to all participants and, consequently, it will be notified to all participants. Participants may not claim damages for such termination.

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<sup>8</sup> Please note: term of the procurement contract not to be confused with performance period.

Where the framework agreement is terminated in application of an ex officio measure, termination of the agreement is limited to the participant against whom the ex-officio measure was taken.

If one of the participants initiates the termination of the framework agreement, they will be deleted as a participant from the second, third or fourth year of the framework agreement, as the case may be. As soon as they are removed as a participant, they will no longer be considered for contracts based on the framework agreement.

Within three years of the conclusion of this contract and in accordance with Article 42 §1, 2° of the law of 17 June 2016, the contract may be extended to include new services consisting of the repetition of similar works or services.

### **3.4 Maximum contract value**

The maximum amount to be ordered under this framework agreement is **500,000 Euros**. The maximum amount is impossible to be estimated at moment of launching the tender. This amount is given for information only. Under no circumstances may the successful contractor be able to claim compensation if this maximum amount is not reached at the end of the framework duration.

## 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)"). This is motivated by the need to provide equal opportunity for local and international tenderers to participate with a view to increasing competition.

### 4.1 Managing official (Art. 11)

The managing official is [Benedicte Briot](#), e-mail: [benedicte.briot@enabel.be](mailto:benedicte.briot@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. the 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.

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## **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:

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

## **4.4 Protection of personal data**

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

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

### **4.4.2 Processing of personal data by a subcontractor**

#### **PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT)**

During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

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

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

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

#### **4.5 Intellectual property (Art. 19 to 23)**

The contracting authority shall acquire the intellectual property rights created, developed or used during performance of the procurement contract.

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

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

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

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

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

The performance bond is set at 5 % of the total value, excluding VAT, of the procurement contract in case the LPO value of the purchase order exceeds 50,000 Euros. 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  
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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 bpost account number of the Deposit and Consignment Office Fill out the form

[https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) as completely as possible and return it to the e-mail address: [info.cdcdck@minfin.fed.be](mailto:info.cdcdck@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 or the insurance company.

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 the insurance company; 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 or the insurance company 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

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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 contract, price revisions shall be permitted.

The framework contract price may be revised upwards or downwards at the request of one of the parties.

To calculate the price revision, the following formula applies:

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

Where:

Pr = Price after revision

Po = Price quoted in the tender

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

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

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

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

#### 4.8.3 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:

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- 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 4 calendar years as from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

The order form is addressed to the service provider either by registered letter, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

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

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

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

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

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

The services will be performed at the addresses stated in the technical specification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;
- 2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

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

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

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

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

#### **4.14.2 Fines for delay (Art. 46 and 154)**

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

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

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

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

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

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

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

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

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

## **4.15 End of the procurement contract**

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

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

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

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

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

The acceptance specified above is final.

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

For each of the Lots, the contractor shall send (one copy only of) the invoices and the contract acceptance report (original copy) to the address that shall be indicated in the order form

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

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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.

In accordance with the terms and conditions of the contract and the work order.

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**.

Payments may be made in instalments (progress payments) and will be made upon invoicing in the following instalments:

S/N	Deliverables	Payment percentage
1.	Approved training Handbook and inception report	100% after approval of all modules
2.	Health manager's training	70% after completion of all modules and training report
		30% after post training support
3.	Heads of department training	100% after execution per order

**Advance payment:**

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

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

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

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

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

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

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

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

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

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

### **5.2 Publication**

#### **Official publication**

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

#### **Further notification**

This Tender Specifications shall be published on the Enabel website:

<https://www.enabel.be/public-procurement/>

#### **Additional publication**

This procurement contract shall be published in the newspaper as well.

### **5.3 Information**

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

Until 10 calendar days before the time for the receipt of tenders, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to [UGA\\_CSC\\_CONTRACTS@enabel.be](mailto:UGA_CSC_CONTRACTS@enabel.be) with 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.

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

**The Contracting Authority shall organize an optional online information/pre-bid meeting at the time and date specified below:**

Framework contract for the provision of consultancy services for health care leadership and management services	<b>15<sup>th</sup> August 2025 at 11:00 am Kampala time</b> <b>+ Online Meeting</b> Microsoft teams meeting Meeting ID: <b>332 105 056 819 6</b> Passcode: <b>MB9CB7QY</b>
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The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the Tender Specifications that are published in the Belgian Public Tender bulletin or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

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

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

### **Preparation of tenders**

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

### **Content of tenders**

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

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

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

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

The tender shall contain the following parts:

### **1. Administrative Proposal**

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Financial Identification Form **(along with an account confirmation letter from the bank. This account shall not change throughout the contract duration and implementation)**
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Financial capacity form
- Articles of association
- Powers of attorney
- Certificate of incorporation
- **Signed European Single Procurement Document (ESPD)**  
<https://uea.publicprocurement.be/gdpr>
- Signed CVs and academic document for the experts

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

### **2. Technical Proposal**

The technical proposal may be presented in free format. It shall not exceed fifteen pages, not counting the CVs. The technical proposal shall detail give a highlight into the envisaged training content under the modules, training methods and assessments to be done It shall respect the following page limit and structure:

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- Technical methodology (max. 11 pages)
- Quality management (max. 1 page)
- Project management (max. 3 page)

### **3. Financial Proposal**

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

#### **Determination of prices**

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

This procurement contract is a 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.

#### **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:

Experts fees: Per diems (daily allowance): a flat-rate amount covering all additional expenses incurred in a professional capacity (i.e. not in a private capacity), and the mission in Uganda, such as accommodation, meals, drinks, short local journeys (where applicable) and other small expenses (phone calls, internet, etc.).

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;

Training required for operation;

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

#### **Reimbursables costs**

Enabel will reimburse the following expenses on the basis of supporting documents.

**1. International air travel:** Air tickets for international flights between the expert's country of residence and Uganda are organized and paid for by the bidder (economy class ticket for the most economically advantageous route)

- The Contracting Authority will reimburse, on the basis of supporting documents international air travel from the expert's country of residence to Uganda.
- Visas will also be reimbursed by Enabel on the basis of supporting documents.

**Please note:**

- The daily rate is paid for all days actually worked, even if this is a weekend or public holiday, in accordance with the accepted work schedule attached to the contract.
- For international travel days, 50% of the daily 'home' rate is paid per travel day in accordance with the accepted work schedule attached to the contract.

**2. Fuel:** this shall be reimbursed on the basis of supporting documents. The contractor shall avail vehicle log sheets showing daily mileage.

**Validity of tenders**

The tenderers are bound by their tender for a period of 150 calendar days from the reception deadline date.

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

**5.4.2 Submission of tenders**

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

The tenderer submits his tender as follows:

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

One original copy of the completed tender shall be submitted on paper (hard copy) and the electronic copies shall be submitted in one PDF file on a USB stick. The USB stick shall be inserted into the envelope containing the hard copy tender.

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

It may be submitted:

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

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

**Enabel, Uganda**

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**Contract Service Center**

**Lower Kololo Terrace, Plot 1B**

**P.O Box 40131 Kampala – Uganda**

OR

b) Delivered by hand with acknowledgement of receipt.

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

The tender shall be received by the Contracting Authority before **12<sup>th</sup> September 2025, 11:00 am, Kampala time**. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

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

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

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

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

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

The withdrawal must be pure and simple.

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

### **5.5.1 Opening of tenderers**

The opening of tenders will take place on the same day of the final date for receiving tenders indicated above. Tenders not received before 11:00 am will be rejected. The opening shall be a public opening at 11:30 am Kampala time at the address below.

Enabel Uganda

Lower Kololo Terrace, Plot 1B

PO Box 40131 Kampala – Uganda

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## 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 his tender together with the completed European Single Procurement Document (ESPD) the tenderer declares officially on his honour that: - he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion. - he fulfils the selection criteria established by the contracting authority in this public contract

The European Single Procurement Document (ESPD) is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria. The tenderer can either complete the ESPD given in attachment or generate his document via the website: <https://ec.europa.eu/tools/espd/filter>

**Where the tender is submitted by a group of economic operators under partnership, it must include an ESPD for each of the participants in the group.**

In accordance with Article 38 §2 of Article 73 of the Royal Decree of 18 April 2017, regarding part IV of the ESPD on the selection criteria, the contracting authority has decided to limit the information to be filled out to one single question, namely whether the economic operator fulfils the required selection criteria, in accordance with the section "Global indication for all selections criteria". So, only this section must be completed.

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

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

Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law, a conflict of interest is also considered any ('revolving doors') situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract. The Tender Specifications – Procurement reference number: UGA22009-10075



application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

### Selection criteria

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

<b>1</b>	<b>Sufficient Economic and Financial Capacity</b>
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 180,000 Euros during the past three financial years
<b>2</b>	<b>Sufficient Technical and Professional Capacity</b>
2.1	Sufficient experience
Minimum Standard	Minimum of 2 assignments within the scope of the contract, which were totally and successfully completed in the last 5 years
2.2	Sufficient human resources
Minimum Standard	Signed CVs and academic documents of the experts of the profile defined in the technical specifications.

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.

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

The substantially irregular tenders will be rejected.

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

1° if applicable, failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law.

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

3° failure to comply with the minimum requirements and the requirements that are indicated in the technical specifications.

4° tenders that do not bear an original handwritten signature on the tender form. The contracting authority will also declare void any tender that is affected by several no substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

### **5.5.3 Award Criteria**

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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, 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 (a Clear description of delivery explaining clearly the approach/Scientific, Systematic, and logical Approach/strategy) of the assignment, and clearly proposed modules content with relevant topics and tools to be used while delivering the training).	40
2.	Quality of the proposed Quality Management (Monitoring and Evaluation approach, quality assurance and control Mechanisms)	10
3.	Quality of the proposed Project Management (governance and team structure, workplan and schedule of activities, risk management plan, communication and reporting mechanisms)	10

**Only tenders with scores of at least 45 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**

The procurement contract will be awarded to one 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.

The contracting authority maintains the right to award only a certain lot or certain lots.

### **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 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

N/A

### 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, lot X” (the “Contract”).

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

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

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

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

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

Done in X

on X

Signature:

Name:

## 6.3 Procedural Documents – Tender Forms

### 6.3.1 ADMINISTRATIVE PROPOSAL

#### Legal Identification forms

##### Natural Person

<b>I. PERSONAL DATA</b>			
<b>FAMILY NAME(S)</b> ①			
<b>FIRST NAME(S)</b> ①			
<b>DATE OF BIRTH</b>			
JJ    MM    YYYY			
<b>PLACE OF BIRTH</b> (CITY, VILLAGE)		<b>COUNTRY OF BIRTH</b>	
<b>TYPE OF IDENTITY DOCUMENT</b>			
IDENTITY CARD		PASSPORT	DRIVING LICENCE ②    OTHER ③
<b>ISSUING COUNTRY</b>			
<b>IDENTITY DOCUMENT NUMBER</b>			
<b>PERSONAL IDENTIFICATION NUMBER</b> ④			
<b>PERMANENT PRIVATE ADDRESS</b>			
<b>POSTCODE</b>		<b>P.O. BOX</b>	<b>CITY</b>
<b>REGION</b> ⑤		<b>COUNTRY</b>	
<b>PRIVATE PHONE</b>			
<b>PRIVATE E-MAIL</b>			
<b>II. BUSINESS DATA</b>		If YES, please provide business data and attach copies of official supporting documents	

<p>Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.)</p> <p><b>YES      NO</b></p>	<p><b>BUSINESS NAME (if applicable)</b></p> <p><b>VAT NUMBER</b></p> <p><b>REGISTRATION NUMBER</b></p> <p><b>PLACE OF REGISTRATION</b></p> <p><b>CITY</b></p> <p><b>COUNTRY</b></p>
<p><b>DATE</b></p>	<p><b>SIGNATURE</b></p>

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

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

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

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

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

③ Registration number in the national register of the entity.



**Public law entity**

<b>OFFICIAL NAME</b> ①			
<b>BUSINESS NAME</b> (if different)			
<b>ABREVIATION</b>			
<b>LEGAL FORM</b>			
<b>ORGANISATION TYPE</b>	<b>FOR PROFIT</b> <b>NOT FOR PROFIT</b>		
	<b>NGO</b> ② <b>YES</b> <b>NO</b>		
<b>MAIN REGISTRATION NUMBER</b> ③			
<b>SECONDARY REGISTRATION NUMBER</b> (if applicable)			
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>	
<b>DATE OF MAIN REGISTRATION</b> <div style="text-align: center; margin-top: 5px;"> <b>DD   MM   YYYY</b> </div>			
<b>VAT NUMBER</b>			
<b>ADDRESS OF HEAD OFFICE</b>			
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>	
<b>COUNTRY</b>		<b>PHONE</b>	
<b>E-MAIL</b>			
<b>DATE</b>		<b>STAMP</b>	
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>			

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

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

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

**Financial identification form**

<b><u>BANKING DETAILS</u></b>	
ACCOUNT NAME <sup>9</sup>	
IBAN/ACCOUNT NUMBER <sup>10</sup>	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

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

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

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

**Subcontractors**

Name and legal form	Address / Registered office	Object

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

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

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

1° involvement in a criminal organisation

2° corruption

3° fraud

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

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

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

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

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

Are also considered such serious professional misconduct:

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

2019

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

- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
- e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

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

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

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

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

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

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

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

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

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

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions>  
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europeennes-ue>  
[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)  
[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](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 € or NC	Year- 1 € or NC	Last year € or NC	Average € or NC
Annual turnover, excluding this public contract <sup>11</sup>				

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

### Technical and professional capacity form

#### List of main similar assignments

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

#### Certificates of completion

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

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

### 6.3.2 TECHNICAL PROPOSAL

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

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

Name of expert	Proposed position	Educational background – formal qualification	Years of experience with relevant capacity needs	Specialist areas of knowledge
	Coordinator / Team leader			
	Health Systems Management Expert			
	Clinical Leadership Expert			
	Human Resources for Health (HRH) and Organizational Development Expert			
	Monitoring and Evaluation (M&E) Expert			
	Finance and Health Economics Expert			
	Procurement expert			
	Training & Curriculum Development Specialist			

### 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.

N°	Description	Unit of measure	Quantity	Lump-sum unit prices exc. VAT*
Item 1	Inception and Development of training materials (all modules)	lumpsum	1	
Item 1	Training fees per health manager (includes professional fees, copies of training material and logistics for the physical engagements, administration fees etc)	Person	1	
Item 2	Needs assessment per trainee (to be done using digital means/tools)	Person	1	
	Coordinator / Team leader	Person day	1	
	Health Systems Management Expert	Person day	1	
	Clinical Leadership Expert	Person day	1	

	Monitoring and Evaluation (M&E) Expert	Person day	1	
	Finance and Health Economics Expert	Person day	1	
	Human Resources for Health (HRH) and Organizational Development Expert	Person day	1	
	Procurement expert	Person day	1	
	Training & Curriculum Development Specialist	Person day	1	
	Accommodation and meals	night	1	
<b>Total price sub-total</b>				
<b>Reimbursable costs for item 2</b>				
1.	Vehicle hire (vehicle and driver all inclusive)	Per day		
2.	Fuel (mileage to work sites)	Per Km		
3.	International flights for expatriate staff	Per person		
VAT percentage (if applicable):				18%
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				

Name and first name: .....

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

Place and date: .....

Signature: .....