



Tender Specifications

Public services contract for consultancy services to develop a BHR digital tool to support the development of a BMO-Based BHR monitoring mechanism

Negotiated procedure without prior publication

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1 Technical Specifications

1.1 Requirements for the services and the deliverables

1.1 General requirements for all tranches/lots

1.1.1 Technical methodology

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

1.1.1.1 Background information

Business and Human Rights (BHR) refers to the principles and practices that ensure businesses respect and uphold human rights in all their operations. It recognizes that while businesses contribute to economic growth and social development, they also have the potential to negatively impact individuals and communities through their activities, supply chains, and business relationships.

The foundation of BHR is guided by the United Nations Guiding Principles on Business and Human Rights (UNGPs), which has been localised in Uganda's National Action Plan on Business and Human Rights (NAPBHR). These provide for three key pillars of business and human rights as, the State Duty to Protect human rights, the Corporate Responsibility to Respect human rights, and access to Remedy for victims of business-related abuses

In essence, BHR promotes responsible business conduct where companies act ethically, respect labour rights, avoid environmental harm, ensure equality, and contribute positively to the societies in which they operate. It bridges the gap between economic success and social justice, fostering sustainable and inclusive development.

Thus, as part of the European Union support to the government of Uganda to implement the NAPBHR, the Belgian agency for international cooperation - Enabel, in partnership with the Ministry of Gender, Labour and Social Development (MoGLSD) through its Department of Equity and Rights, is spearheading the implementation of a project titled *"Advancing Respect for Human Rights by Business in Uganda (BHR)."*

The project seeks to reduce human rights abuses linked to business operations in Uganda, with a particular emphasis on the rights of women and children. Its overarching goal is to strengthen commitment to the Business and Human Rights (BHR) agenda among Government Ministries, Departments, and Agencies (MDAs), the private sector, and civil society organizations (CSOs) by focusing on three result areas: (i) enhancing institutional capacity for BHR, (ii) increasing business engagement, and (iii) supporting civil society advocacy.

As part of these efforts under result (ii), the project intends to support business member organisations develop a digital tool to enhance BHR assessment, tracking, reporting, and monitoring amongst their membership. The tool will respond to BMO's capacity gaps to address Business and Human Rights (BHR) related issues by enhancing access to BHR information including on human rights due diligence, tools, and services across their membership.

The tool is intended for six BMOs, including four from the project target sectors of oil and gas, mining, floriculture, fisheries and sugar manufacturing and four from cross cutting areas. These BMOs (herein referred to as Implementing Partners) include the following -

1. Federation of Uganda Employers (FUE),
2. Uganda Chamber of Energy and Minerals (UCEM),
3. Uganda Fish Processors and Exporters Association (UFPEA),
4. Uganda Sugar Manufacturers Association (USMA),
5. Uganda Manufacturers Association (UMA),
6. Private Sector Foundation Uganda (PSFU), and

Implementing Partner background information

Federation of Uganda Employers- FUE

FUE is an old BMO established over 65 years ago and has a strong institutional structure, a wide national membership base, and partnerships with government, ILO, and other international agencies. It is the national voice of employers, whose mandate is guaranteed under the ILO Tripartite structure to represent and advocate for interests of Uganda's Employers on labour, employment, and responsible business conduct. FUE promotes decent work and labor law compliance amongst employers, as well as sustainable business practices in line with national laws and international standards.

Mandate

- I. Represents Uganda's Employers at the East African Community -EAC, the African Union - AU, and international levels, including at the International Labour Organisation - ILO Annual Labor Conference.
- II. Represents employers in national tripartite forums with government and workers.
- III. Advocates for fair and decent labour and business policies.
- IV. Provides advisory services to Employers on labor law compliance, human resource and Responsible business conduct RBC.
- V. Builds employer capacity through training, research, and sensitization on labour standards, decent work, occupational safety and health -OSH, and other areas of employment relations.
- VI. Implements Programs, Projects and initiatives aimed at enhancing productivity and profitability of employers in line with decent work standards.
- VII. Promotes ethical business conduct and decent work through initiatives like the Work Readiness Programme (WRISE).

The proposed BHR portal will therefore complement FUE's mandate by enhancing access to BHR information and tools across its membership.

a) Uganda Chamber of Energy and Minerals

The Uganda Chamber of Energy and Minerals (UCEM) is a member-based organization that represents and supports stakeholders working in or providing support services to Uganda's energy, oil and gas, and minerals sectors. We work to create a conducive environment for investment, responsible resource development, and inclusive growth.

UCEM provides a platform for collaboration between industry players, government, and development partners, fostering dialogue, policy advocacy, and capacity building. Our goal is to

strengthen the competitiveness and sustainability of Uganda's natural resources sector while ensuring that its growth delivers broad socio-economic benefits.

As the collective voice of the energy and minerals industry, UCEM is committed to promoting innovation, transparency, and responsible practices that contribute to Uganda's long-term energy and mineral wealth.

Thus, UCEM integrates sustainability and innovation across its interventions, advancing responsible resource management, environmental stewardship, and data-driven approaches to strengthen the long-term resilience and inclusivity of Uganda's energy and minerals sector.

Mandate

- I. Lobbying and Advocating for Member Interests. UCEM actively engages with policymakers, regulators, and key stakeholders to advocate for policies that promote a competitive and sustainable energy and minerals sector. By representing industry players, the Chamber ensures that regulations support investment, local content participation, and long-term sector growth.
- II. Capacity Building and Business Support Services. A strong industry requires a well-trained workforce and resilient businesses. UCEM provides capacity-building programs, technical training, and advisory services to empower local companies and professionals.
- III. Information Dissemination and Networking. UCEM serves as a hub for information exchange, sharing market intelligence, regulatory updates, and best practices providing access to accurate and timely industry insights that are crucial for decision-making. Additionally, UCEM facilitates networking opportunities through forums, conferences, and strategic business engagements, enabling members to build valuable partnerships.
- IV. Fostering Collaboration and Stakeholder Engagement. UCEM promotes strong collaboration between the private sector, government agencies, academia, and international partners to drive sectoral development. UCEM ensures that industry concerns are addressed collectively for mutual benefit through multi-stakeholder dialogues, public-private partnerships, and cross-border engagements.
- V. Conducting Research and Development. Innovation and data-driven strategies are essential for industry progress. UCEM undertakes research and feasibility studies to identify emerging trends, investment opportunities, and sustainable practices within the energy, oil & gas, and minerals sectors. By championing R&D, UCEM supports informed policymaking and sectoral advancement.

The proposed digital tool will therefore enhance the capacity of UCEM to provide business and human rights related services to the members.

b) Uganda Fish Processors and Exporters Association

The Uganda Fish Processors and Exporters Association (UFPEA) is the national umbrella organization for licensed fish processing and exporting companies in Uganda. Established in 1993, UFPEA represents the interests of the fish export industry, particularly those engaged in the processing and export of Nile perch and other fish products from Uganda's water bodies, primarily Lake Victoria. UFPEA's mandate is to promote, coordinate, and safeguard the sustainable development of the fisheries export sector, ensuring that members operate in

compliance with national, regional, and international standards for quality, safety, and environmental sustainability.

UFPEA is a well-established and structured association with over 9 active member companies contributing significantly to Uganda's non-traditional exports. The association operates through a functional Secretariat in Kampala, maintaining strong linkages with government ministries, development partners, regional organizations, and international certification bodies.

UFPEA has played a pivotal role in reviving and maintaining Uganda's fish export markets following earlier EU bans, demonstrating strong technical competence in standards compliance, monitoring, and advocacy. The Association continues to champion sustainability, traceability, and social responsibility within the fisheries value chain.

Mandate

- I. Represents the fish processing and export sector in national, regional, and international policy dialogues and trade negotiations.
- II. Advocates for a conducive policy and regulatory environment that supports sustainable fisheries management, ethical business practices, and fair trade.
- III. Coordinates quality assurance programs among member companies to comply with sanitary and phytosanitary (SPS) requirements for export markets such as the EU, Middle East, and Asia.
- IV. Works closely with the Directorate of Fisheries Resources (MAAIF), Uganda National Bureau of Standards (UNBS), and other agencies to promote compliance with fisheries and food safety laws.
- V. Promotes sustainable fisheries and responsible sourcing through industry self-regulation, awareness campaigns, and partnerships on combating illegal, unreported, and unregulated (IUU) fishing.
- VI. Provides technical and capacity-building support to members on quality management systems, traceability, environmental compliance, and occupational safety.
- VII. Engages in research, innovation, and collaboration with academic and development partners to enhance value addition, product diversification, and market competitiveness.

The proposed BHR Digital Tool will therefore strengthen UFPEA's ability to integrate human rights principles into its operations, enhance awareness among members, track compliance, and share best practices. The tool will also provide a digital platform for UFPEA to document and communicate progress on responsible business conduct in Uganda's fisheries sector, aligning with global sustainability and ethical trade goals.

c) Uganda Sugar Manufacturers Association

Uganda Sugar Manufacturers Association (USMA) established in 1995, coordinates the overall policy and technical framework of Uganda sugar industry and liaising with the Government of Uganda, its counterparts in the East African Region. We are also members of the East Africa Sugar Industry Association (EASIA), International Sugar Organization (ISO). All the Association activities are coordinated by its Secretariat in Kampala.

Mandate

- USMA represents the interests of the sugar industry and protects a large pool of work force in Uganda.
- To consult statutory bodies and advises them on issues relevant to Outgrowers, Consumers, large scale work force and any other issue that is relevant to the industry.
- USMA advises relevant ministries on ways to protect essential sugar product exports for the country.
- To advice relevant Government Ministries and Institutions on the importance of Ethanol and Power generation that may hold the future for the country.
- USMA monitors quality of sugar produced in the country in line with Uganda National Bureau of Standards (UNBS) and brings to the knowledge of UNBS about any sugar imported into the country that may have violated Ugandan Standards.
- USMA Monitors issues related to the environment that directly or indirectly affect the industry.

The proposed digital tool therefore positions USMA to provide BHR related services to the membership.

d) Uganda Manufacturers Association

The Uganda Manufacturers Association (UMA) was originally established in the 1960s at a time when Uganda had a young but vibrant industrial sector. However, the association went into abeyance in the years that followed, largely due to the prevailing security situation in the country. It was later revived in April 1988 by a group of new industrialists led by the Late Dr. James Mulwana. Starting with only 26 Member Companies, the Association has since grown to 1,737 members and today boasts the accolade of being a premium association both nationally and regionally, enjoying global recognition and respect, and serving as a self-sustaining business association. UMA is the voice of industry in Uganda. It is well recognized and most respected by the Government, the business community, and the general public. Uganda Manufacturers Association is the largest Business membership Organization representing the manufacturing sector in Uganda.

Mandate

- *Policy and Advocacy:* The primary mission of UMA is to effectively represent the interests of manufacturers to the Government and to advocate for better policies, a conducive business environment, and a level playing field for all manufacturers.
- *Trade promotion:* UMA organizes international and regional trade exhibitions for manufacturers and providers of services every year. The Uganda International Trade Fair (UGITF) is the leading event for business development in East Africa, which offers an unrivalled opportunity for companies to showcase their products and engage with their customers.
- *Business Networking:* Acknowledging the symbiotic nature of the different constitutive sectors of the association, UMA facilitates business linkages both within and outside the association through the development and execution of networking events, including business luncheons and forums.

- *Training and Projects:* UMA provides its members with short training services ranging from two to four days in duration; members can choose between open courses and in-house courses. The open courses are scheduled and conducted at UMA, and companies are required to send participants to UMA to attend these courses. An in-house course is conducted at the company's premises, and this is in accordance with the company's training needs.
- *Digital, Print, and Media:* UMA updates its members on pertinent issues through the monthly newsletter and annual manufacturers' directory and trade fair catalogues. UMA also maintains a website that provides members with access to a wide range of information.

The proposed tool therefore enhances the capacity of UMA to mainstream BHR services in existing services to their members.

e) Private Sector Foundation Uganda

The Private Sector Foundation Uganda (PSFU) is Uganda's apex Private Sector body made of business associations, corporate bodies and major public agencies that support private sector growth. Since its founding in 1995, PSFU has served as a focal point for private sector advocacy as well as capacity building and continues to sustain positive policy dialogue with governments and engagements with development partners.

PSFU aims to strengthen private sector capacity for effective policy advocacy and market competitiveness nationally, regionally and internationally at the regional level PSFU is the national focal point at the East African Business Council (EABC) and the COMESA Business Council (CBC).

PSFU is a value-based and ethically driven entity premised on 12 sectors that drive Uganda's economic growth. PSFU stands as a premier apex body representing Uganda's private sector, with a proven track record in coordinating multi-sectoral initiatives, policy advocacy, and digital innovation. The Foundation's expansive network of over 300 business associations and corporate bodies

PSFU prides itself as the leading institution in Uganda in as far as evidence-based policy advocacy for a conducive environment for business growth and competitiveness is concerned. The policy advocacy arm of PSFU engages with private sector players members and different stakeholders through interventions like consultations, dialogues, meetings among others to inform policy advocacy and business development interventions on a quarterly basis.

The PSFU mandate includes;

- Research and advocacy on policy issues that affect private enterprises.
- Maintain institutionalized dialogue with governments on behalf of the private sector in Uganda.
- Review of business legislation and regulation to make it more efficient for private sector operations.
- Business development support for members i.e product development, standards improvements, market access, innovation, incubation and technology support.

With its strategic role in shaping Uganda's private sector policy environment for business growth and commitment to responsible business conduct, PSFU is well-placed as an implementing partner in the integration of Business and Human Rights principles across key economic sectors in the nation, more so, through utilizing the proposed digital tool. The institutional strength, technical expertise, and stakeholder reach make it an ideal implementing partner to ensure the tool's relevance, scalability, and sustainability.

Rational for the BMO BHR digital tool

Despite Uganda's progress in promoting responsible business practices through the National Action Plan on Business and Human Rights (NAP-BHR), there remains several process gaps that hinder the effective implementation of BHR principles and standards among Business Membership Organizations (BMOs), their membership, and the wider business community.

Key Process Gaps:

- a) BHR-related laws, policies, and guiding documents are dispersed across multiple government agencies, CSOs, and international platforms making access time-consuming and inconsistent for BMOs and businesses.
- b) Many BMOs, Companies & Organizations lack sufficient understanding of BHR concepts, obligations, and practical steps for compliance, resulting in weak integration of human rights principles into business operations.
- c) There is no unified digital space where stakeholders can access BHR materials, updates, best practices, or engage in dialogue limiting coordination and learning across sectors.
- d) Current systems do not effectively track progress or document BHR-related activities, case studies, and success stories for public reference and accountability.
- e) Absence of a national online portal limits both domestic and international visibility of Uganda's efforts and achievements in implementing BHR commitments.

General Objective

The main objective of the consultancy is to design, develop, and deploy a responsive Business and Human Rights (BHR) Portal and Mobile App that serves as a centralized digital platform for information sharing, awareness creation, capacity building and to enhance BHR assessment, tracking, reporting, monitoring, and provision of support services among Business Membership Organizations (BMOs), their membership, private sector actors, and other stakeholders.

2.1.1 Specific Objectives

- 1. To consolidate all BHR-related laws, policies, guidelines, training materials, best practice tools, and updates into one accessible platform to enhance understanding, coordination, and implementation of BHR principles.
- 2. To design and deploy a robust, user-friendly digital platform (portal and mobile app) that supports seamless access to BHR resources.
- 3. To improve the collection, storage, and retrieval of BHR-related information, ensuring reliability, accessibility, and real-time updates.
- 4. To provide tools that enable users to generate accurate, timely reports and analytics related to BHR compliance, trends, and best practices.

5. To ensure continuous technical support, system updates, and user assistance to guarantee sustainability and long-term functionality of the platform.

Detailed Specifications.

Phase	Key Activities	Expected Deliverables	Progress Verification / Evidence
1. Inception & Planning	<ul style="list-style-type: none"> - Conduct project kickoff meeting with the BMOs representatives and project team members. - Map stakeholders and develop an engagement strategy focused on BMOs and end-users. - Review existing BHR policies, digital systems, and international compliance requirements. - Define project scope, objectives, deliverables, constraints, and governance structure. - Conduct risk assessment and develop mitigation strategies. - Draft and submit the Inception Report including methodology, project roadmap, stakeholder engagement strategy, and risk management plan. 	<ul style="list-style-type: none"> - Kickoff Meeting Summary. - Stakeholder Engagement Plan (with BMOs as primary beneficiaries). - Project Scope Document. - Risk Management Plan. - Inception Report. 	<ul style="list-style-type: none"> - Approved Inception Report. - Stakeholder sign-off (BMOs and project team).
2. Requirements Gathering	<p>a) Stakeholder Engagement (BMOs):</p> <ul style="list-style-type: none"> - Conduct interviews to gather expectations and operational needs. - Issue surveys to collect wider input from BMO members. <p>b) Functional Requirements:</p> <ul style="list-style-type: none"> - Develop detailed functional specifications (user roles, workflows, permissions). - Define user stories and use cases specific to BMOs. 	<ul style="list-style-type: none"> - Interview Summaries. - Survey Reports. - Functional Specifications Document. - User Stories & Use Cases. - Technical Requirements Document. - Validated Requirements Sign-Off. 	Requirements validation report signed by BMOs and project team.

	<ul style="list-style-type: none"> - Validate requirements collaboratively with BMO representatives. <p>c) Technical Requirements:</p> <ul style="list-style-type: none"> - Define system architecture and modules. - Specify hardware/software/integration requirements. 		
3. System Design & Prototyping	<p>System Architecture & Database Design:</p> <ul style="list-style-type: none"> - Develop database schema to support BMO functionalities. - Define system modules (membership, forums, resources, reporting). <p>Integration Design:</p> <ul style="list-style-type: none"> - Document APIs and integration points. - Ensure interoperability with BMO workflows and existing systems where relevant. <p>User Interface Design:</p> <ul style="list-style-type: none"> - Create wireframes and prototypes for BMO and public interfaces. - Conduct feedback sessions with BMO representatives. <p>Prototype Development:</p> <ul style="list-style-type: none"> - Build clickable prototypes for stakeholder review and approval. 	<ul style="list-style-type: none"> - Database Schema. - System Architecture Design. - Integration Design Document. - Wireframes and Prototypes. - Prototype Feedback Summary. - Approved Design Documents. 	<ul style="list-style-type: none"> - Design approval minutes. - Prototype validation report.
4. System Development & Integration	<p>Development:</p> <ul style="list-style-type: none"> - Develop backend and frontend functionalities based on approved design. - Implement BMO-specific dashboards, reporting tools, and user engagement modules. <p>Configuration:</p> <ul style="list-style-type: none"> - Configure system parameters, user access levels, security 	<ul style="list-style-type: none"> - Developed Web Portal and Mobile App (test environment). - Configured System Settings. - Integration Documentation. 	<ul style="list-style-type: none"> - Demonstration of system functionalities. - UAT readiness confirmation.

	<p>features, and multilingual support.</p> <p>Integration:</p> <ul style="list-style-type: none"> - Develop APIs and test data exchange between modules. <p>Data Migration and Uploads:</p> <ul style="list-style-type: none"> - Map existing BMO records and migrate data, information and materials into the system. 	<ul style="list-style-type: none"> - Data Migration Report. - Admin Credentials. 	
5. Testing & Quality Assurance	<p>Testing Execution:</p> <ul style="list-style-type: none"> - Conduct functional, usability, performance, and security testing. - Execute integration and cross-device testing. <p>User Acceptance Testing (UAT):</p> <ul style="list-style-type: none"> - Facilitate UAT sessions with BMOs. - Collect and resolve feedback. - Secure acceptance sign-off. <p>Final Refinement:</p> <ul style="list-style-type: none"> - Fix bugs and optimize user experience. 	<ul style="list-style-type: none"> - QA Testing Report. - Bug Tracking Report. - UAT Plan and UAT Feedback Log. - UAT Completion Certificate. 	<ul style="list-style-type: none"> - Approved QA Report. - Signed UAT Acceptance Certificate.
6. Deployment & Launch	<ul style="list-style-type: none"> - Prepare deployment strategy and conduct go-live readiness checks. - Deploy the system to the live hosting environment with SSL and security protocols. - Publish mobile applications on app stores. - Conduct official launch with BMOs and stakeholders. - Provide deployment report and confirm public access. 	<ul style="list-style-type: none"> - Live Web Portal and Mobile App. - Deployment Report. - Launch Documentation. 	<ul style="list-style-type: none"> - Public accessibility confirmation. - Signed deployment acceptance.
7. Capacity Building & Handover	<ul style="list-style-type: none"> - Prepare user manuals, technical documentation, help guides, and FAQs tailored for BMOs. 	<ul style="list-style-type: none"> - User Manuals & Technical Guides. - Training Session Records. 	<ul style="list-style-type: none"> - Confirmation of access control. - Training evaluation feedback.

	<ul style="list-style-type: none"> - Conduct hands-on training for BMO administrators and focal persons. - Facilitate user feedback sessions and adjust training materials. - Handover source code, credentials, and platform control to client. 	<ul style="list-style-type: none"> - Handover Certificates. - Documentation Repository. 	
8. Post-deployment support and warranty services	<ul style="list-style-type: none"> - Provide technical helpdesk support that is, respond to queries and complaints - Monitor system performance and identify bugs and resolve defects reported after go live ensuring the system the system remains stable under real-life usage. - Conduct updates and feature enhancements where necessary. - Provide maintenance reports 	<ul style="list-style-type: none"> - Maintenance & Support Plan. - Monthly/Quarterly Reports. - Update Implementation Reports. - Helpdesk Logs. 	<ul style="list-style-type: none"> - Verified maintenance reports and logs. - System performance reports. - Record of user communication and resolutions

Functional, Architectural and Performance Requirements

Legal and Regulatory Requirements to be met by the Information System

The Information System MUST comply with the following laws and regulations:

Data protection and privacy act 2019 and the regulations that establishes the legal framework for the protection of personal data and provides individuals with control over their personal information.

National Information Security Framework (NISF) provides guidance on information security practices and standards for organizations in the country. The NISF outlines the key principles, guidelines, and best practices for ensuring the confidentiality, integrity, and availability of information and information systems. It covers areas such as risk management, access control, incident response, and security awareness.

Electronic Transactions Act, 2011: This act provides for the legal recognition and regulation of electronic transactions and related matters. It sets out the legal framework for electronic contracts, signatures, and records.

Uganda Computer Misuse act 2011 and its regulations thereafter; act that criminalizes unauthorized access to computer systems, unauthorized interception of data, and other computer-related offenses. It also provides for penalties for such offenses.

Tender Specifications – Procurement procedure reference UGA22001-10028

Copyright and Neighboring Rights Act, 2006: This act protects copyright and related rights in literary, artistic, and scientific works. It is relevant to the design of information systems that involve the use or distribution of copyrighted materials.

Electronic Signatures Act, 2011: This Act makes provision for and to regulate the use of electronic signatures and to provide for other related matters.

The Information System MUST provide the following management, administration, and security features at the overall System level in an integrated fashion.

- **Installation, Configuration and Change Management:** The bidder is required to offer all the installation, configuration, testing, change management services, and commissioning to have fully delivered the desired solution.
- **User Management:** Managing user accounts, permissions, and access rights to ensure that users have appropriate access to the system.
- **System Monitoring and Performance Tuning:** Monitoring the system's performance, identifying bottlenecks or issues, and tuning the system to optimize performance.
- **Backup and Recovery:** Implementing and managing backup and recovery processes to ensure that data can be restored in the event of a system failure or data loss.
- **Security Management:** Implementing security measures to protect the system from unauthorized access, data breaches, and other security threats.
- **Patch Management:** Applying patches and updates to the system to address vulnerabilities and ensure that the system is up to date with the latest security and performance improvements.
- **Incident Response:** Developing and implementing procedures to respond to and mitigate the impact of security incidents or system failures.
- **Documentation and Reporting:** Maintaining documentation of the system configuration, procedures, and policies, and generating reports on system performance, security, and other metrics.
- **Change Management:** Managing changes to the system, such as software updates, configuration changes, and hardware upgrades, to minimize disruptions and ensure that changes are implemented smoothly.
- **Compliance Management:** Ensuring that the system complies with relevant laws, regulations, and standards, such as data protection regulations and industry standards.
- **System integration requirements with other systems:** the proposed solution shall provide for easy integration at server level with web-service interfaces facilitating hence integration from relying parties and vendors (APIs).

User Administration and Access Control

- User and Usage Monitoring and Audit Trails in the entire solution must be implemented.
- The solution must be developed and implemented in line with the Role Based Access Control (RBAC) model for both database and application levels.
- The system must be built on open standards. Meaning that the table structure must be clear, documented, and completely contained within the relational database engine. All indexes and file path information must be contained entirely in relational database.
- The system must be able to generate audit trails on production, all the actions by administrators, and system itself (performance and utilization of system features).

System and Information Security and Security Policies

- All web, mobile apps and APIs must meet the globally and nationally recognized information security frameworks and standards such as ISO27000 series, OWASP, National Cybersecurity Framework, OCTAVE, ITIL, among others.
- The system must allow the administrator to define users and user groups and their security profiles in a GUI interface.
- Users must be grouped on security basis, meaning that all the users in one group must have the same security permissions.
- All security features to be applied on user and or group.

Back-up and Disaster-Recovery

The Provider should describe in detail their recommended system maintenance plan, and the business continuity/disaster recovery plan (BC/DRP)/ procedures to ensure optimal availability, since this is a mission-critical solution.

Performance Requirements of the Information System

The Information System MUST reach the following performance levels.

- **Response Time:** 95% of all response time should be less than 1.0 seconds for the front-user devices (i.e. PCs, mobile phone). More especially when a user is interrogating system to give answers or sending an SMS message.
- **Workload:** During the high peak levels, the system should not be significantly slow.
- **Scalability:** The system should be able to adapt itself to increased usage or handle more data as time progress in use.
- **Platform:** should be platform independent especially for the front-end devices i.e. mobile phone (smart phone, feature phone).
- **Error rate:** minimal errors under high workloads.
- **Responsiveness:** Solution should be responsive to the user Input or to any external interrupt which is of highest priority and return to same state
- **Screen Adaption:** The solution should be able to render its layout to different screen sizes. Along with automatic adjustment of font size and image rendering.

Post-deployment support and warranty services period

The Contractor shall provide post-deployment and warranty services defect-liability support for 90 calendar days following system acceptance. All defects, errors, or malfunctions arising from implementation must be corrected at no additional cost.

Requests outside defect correction (e.g., new features) must be agreed separately.

Completion of this period is a prerequisite for final acceptance. Failure to correct defects may result in withholding of final acceptance or payment.

The Contractor acknowledges that all defects during this period are their responsibility.

1.1.2 Quality management

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

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

Tender Specifications – Procurement procedure reference UGA22001-10028

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

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

The Contracting Authority will communicate the assessment methodology prior to the evaluation.

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

1.1.3 Project Management

A kick off meeting will take place in Kampala at the start of the performance. The aim will be to discuss with the Contracting Authority the general implementation of the project, the work plan and the communication with the project management team. The meeting will also aim at clarifying to the Contractor the roles and responsibilities of the Contracting Authority during the implementation.

As required, ad hoc meetings and conference calls will be scheduled and organised by the Contractor during the implementation of a given service request. Prior to each of these meetings/ conference calls the Contractor will submit to the Contracting Authority a brief summary of any specific points that need to be discussed.

Supplementary meetings in Kampala during the implementation of the specific contracts may be convened at the request of the Contracting Authority to monitor the implementation.

The Contractor shall be required to reply to all queries from the Contracting Authority within two (2) working days, unless agreed otherwise.

Furthermore, the Contractor shall be obliged to ensure that the key experts comply to and follow the instructions given by the Contracting Authority, to allow smooth administration of the activities.

The Contractor must also ensure timely and accurate invoicing for services delivered as well as any required reporting.

Reporting

The Consultant will execute this assignment under the supervision of the Business and Human Rights Project Manager from Enabel. This manager will be supported by four key experts:

1. Business and Human Rights Expert
2. Digitalization for Development and Innovations Officer
3. Business and Human Rights Field Officer

4. IT Officer at FUE.

These experts will oversee the technical aspects of the project, ensuring that the Consultant's work aligns with the project's objectives and meets quality standards. Together, they will be responsible for reviewing, approving, and accepting all deliverables produced by the Consultant. Approval of deliverables will be conducted in consultation with the BMOs (Implementing Partners) focal point persons.

Communication and Meetings

The Consultant is expected to maintain regular communication with both Enabel and the BMOs focal point persons. This will include frequent meetings with:

- **Enabel's Project Management Team:** These meetings will ensure that the Consultant is aligned with Enabel's overall project goals and timelines.
- **BMOs focal point persons:** These interactions will facilitate the coordination of technical requirements.

The Consultant is responsible for:

- **Scheduling and Organizing Meetings:** Identifying the need for meetings and coordinating with all relevant stakeholders, including Enabel and BMO representatives. This includes setting up both regular progress meetings and ad hoc consultations as required to address specific issues.
- **Providing Relevant Documentation:** Preparing and disseminating all necessary documentation in advance of meetings. This may include status reports, technical summaries, or specific deliverables that require review and approval.

The Consultant will submit regular progress reports, including:

- **Bi-weekly Status Updates:** Summarizing key activities, progress against the work plan, and any challenges or risks encountered.
- **Monthly Detailed Reports:** Offering a comprehensive view of progress, including an analysis of deliverables completed, stakeholder engagement, and any adjustments needed in the work plan.
- **Final Deliverables Report:** A comprehensive report that details the outcomes of the assignment, including a review of all deliverables, lessons learned, and recommendations for future work.

The Consultant will receive support from the Enabel team in organizing meetings, liaising with BMOs and accessing any necessary resources or documentation. However, the primary responsibility for ensuring that all reporting and communication requirements are met will rest with the Consultant.

1.2 Requirements for the resources

1.2.1 Composition of the team

For Item 1	<ul style="list-style-type: none">• 1 team leader• 1 System analyst• 2 Software developers
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Coordinator/team leader

The Contractor shall identify a coordinator/team leader within its organisation who will represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the selection criteria. Similarly, the Contracting Authority 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 will need to closely collaborate with the Contracting Authority ensuring that the quality of the assignment meets the standards set. In addition, he/she shall safeguard that the requirements as described in this tender are being kept.

Experts

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

1.2.2 Management of the Team

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

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

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

The contractor shall ensure that there are backup key personnels available in the pool. Should key personnel become unavailable for any reason for more than one (1) week, the backup technical personnels must be provided at short notice. The backup technical personnels shall continue the implementation at the required standards.

The contractor may also be part of the pool if the number of technical personnel does not exceed the maximum number of technical personnels.

1.2.3 Qualifications of the Team

Mandatory requirements for the team leader:

- Project coordinator/team lead must possess a master's degree in project management, Business Administration, Information Technology, Information Systems, Software Engineering or Computer Science.
- At least 5 years of project management experience with a proven track record of leading large-scale, complex ICT projects, particularly within the public sector where multi-stakeholder coordination is crucial.

Desirable requirements

- Certifications of PMP, PRINCE2, or Agile Certified Practitioner shall be an added advantage.
- A robust understanding of IT infrastructure, software development life cycles, and modern software frameworks (The role demands exceptional leadership qualities to motivate cross-functional teams, superb communication skills for articulating project goals to a range of stakeholders, and strong analytical abilities to foresee and mitigate project risks.)
- Financial knowledge for effective budget management and a deep understanding of the regulatory landscape surrounding ICT in the public sector are essential.
- Must also excel in stakeholder management, capable of managing high-level interactions and ensuring project alignment with strategic objectives and compliance standards.

Mandatory requirements for the experts

System Analysts (System's Architect):

- A bachelor's degree in computer science, software engineering, Information Technology, Information Systems.
- At least 3 years of experience in system analysis, systems architectural design or enterprise systems integration, with a strong portfolio of successfully deployed large-scale projects.

Desirable requirements

- Experience in environments with complex stakeholder structures is especially valuable.
- Expertise in multiple programming languages and environments, including PHP, MySQL, PostgreSQL, CSS, JavaScript, Java, Python, C#, and .NET frameworks.
- Ability in designing and implementing scalable, secure, and resilient system architectures that accommodate real-time data processing and seamless integration with existing and emerging technologies.
- Extensive experience with API-driven integration, facilitating seamless interoperability among diverse systems and platforms.
- Advanced problem-solving skills to understand and decompose complex issues, translating user and business needs into strategic technological solutions.

Software developer:

- At least a degree in Computer science, Information Technology, or Information Systems.

- 3 years' experience in developing, customizing, and maintaining open-source software both mobile (IOS and Android) and web based.

Desirable requirements

- Proficiency in a range of programming languages such as Java, PHP, Python, JavaScript, and C# is essential and should have a history of working with SQL databases such as Oracle, MySQL, or PostgreSQL.
- Extensive experience in systems integration, particularly using APIs to effectively connect and synchronize various information systems.
- Strong problem-solving skills, the ability to work collaboratively in dynamic team settings and a commitment to maintaining code integrity and organization is key.
- Be able to adept at conducting thorough testing and debugging, ensuring the highest level of system performance and stability.
- Effective communication skills are crucial for documenting changes, updating project stakeholders, and crafting clear, user-focused documentation for software systems.

1.2.4 Deployments of the Team

The contractor shall be responsible to present key experts that can cover all contents of this contract and shall know the particulars of the content of the contract and demonstrate expertise to deliver it within the estimated number of calendar days specified below;

Phase	Key Tasks (Summarized)	Duration (Calendar Days)
Inception & Planning	<ul style="list-style-type: none"> - Project kickoff with BMOs - Stakeholder mapping & engagement plan - Define system scope, objectives, risks - Draft & approval of Inception Report 	15
Requirements Gathering	<ul style="list-style-type: none"> - Conduct interviews & workshops - Define functional & technical requirements - Develop user stories & use cases - Requirements validation and sign-off 	25
System Design & Prototyping	<ul style="list-style-type: none"> - Develop system architecture & database schema - Design UI/UX for web & mobile - Build prototype and secure approval 	25
Development & Integration	<ul style="list-style-type: none"> - Backend and frontend development - Configure modules (resource library, dashboard, forums) - Implement multilingual, security & integration features - Conduct initial data migration 	45
Testing & Deployment	<ul style="list-style-type: none"> - Functional, performance, and security testing 	25

	<ul style="list-style-type: none"> - User Acceptance Testing (UAT) - Final bug resolution - Deploy live system on production environment - Launch mobile and web platform 	
Capacity Building & Handover	<ul style="list-style-type: none"> - Develop training materials and manuals - Conduct BMO training sessions - System handover and final acceptance 	15
Implementation Total		150 days
Post-Deployment Support & Warranty services	<ul style="list-style-type: none"> - Provide technical helpdesk support that is, respond to queries and complaints - Monitor system performance and identify bugs and resolve defects reported after go live ensuring the system remains stable under real-life usage. - Conduct updates and feature enhancements where necessary. - Provide maintenance reports 	90 days
Overall Total Timeline		240 days

Ownership

The implementing partners (BMOs) will jointly be the owners of the system and its intellectual property, source codes, technical documents, system design, data reports, and system training materials.

Other resources

The contractor shall provide all the necessary resources for their team to facilitate the successful implementation of the contract e.g. for the training and setup session: ICT equipment, accommodation, transport, per diem, training slides, audio-visual materials, etc. Enabel will provide the training venues and equipment (such as cameras and a projector) and will cover all facilitation costs for participants **only**, including transport refunds, meals, and accommodation where applicable.

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

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

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003², as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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

² Belgian Official Gazette of 18 November 2008.

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation³ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁶;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.

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

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

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

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

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

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

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

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

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

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

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

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

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

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

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

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

2.6 Processing of personal data by the contracting authority and confidentiality

2.6.1 Processing of personal data by the contracting authority

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

2.6.2 Confidentiality

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

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

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

2.7 Deontological obligations

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

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

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

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

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

The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

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

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2.8 Applicable law and competent courts

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

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

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

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

3 Modalities of the contract

3.1 Type of contract

This procurement contract is a direct services contract.

3.2 Scope of the contract

3.2.1 Subject-matter

This services procurement contract consists in the performance of public services contract for consultancy services to develop a BHR digital tool to support the development of a BMO-Based BHR monitoring mechanism in conformity with the conditions of these Tender Specifications.

3.2.3 Items

The 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.

3.2.4 Variants

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

3.5 Duration of the contract⁸

The contract starts on the day following the date of the kick-off meeting and lasts 240 calendar days. The actual implementation period is 150 calendar days

⁸ Please note: term of the procurement contract not to be confused with performance period.
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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 Specifications derogate Article(s) 25 and 33 of the GIR.

4.1 Managing official (Art. 11)

The managing official is Mrs Rose Kato email: rose.kato@enabel.be who will be assisted by Mr Muhanguzi Daniel email: daniel.muhanguzi@enabel.be.

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

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

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

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

The contractor may not subcontract the contract or a part of the contract to other subcontractors than those presented at the time of submission; subcontracting to

subcontractors presented in the tender is allowed only after preliminary approval by the contracting authority of these subcontractors.

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

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

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by a subcontractor

PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT)

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

The contracting authority acquires 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.

The intellectual property shall be transferred to the implementing partners (BMOs).

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

4.6 Performance bond (Art. 25 to 33)

For this procurement contract performance bond is required.

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

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

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

By way of derogation from Article 26 the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions 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.

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

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Complete the following form as well as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and forward it by e-mail to info.cdcck@minfin.fed.be

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

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

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

Proof is provided, as appropriate, 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

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

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

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

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

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

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

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

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

2° For final acceptance: This is equal to a request to release the second half 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 services must comply in all aspects with good practice.

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

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

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

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

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

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

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

4.8.4 Unforeseen circumstances

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

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

4.9 Preliminary technical acceptance (Art. 42)

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

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

For the fixed block, the services must be performed within 123 calendar days to provision acceptance of the tool and thereafter a 1-year maintenance and technical support. The closure of the service provider's business for annual holidays is not included in this calculation.

For the conditional block, the services must be performed for 2 years following the decision by the contracting authority notified to the contractor to proceed with phase two. 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 15 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 contractor shall work from their personal location and only engage/interact with Enabel at agreed times

NB; The tool will be hosted at The Federation of Uganda Employers (FUE)

The Federation of Uganda Employers (FUE) is located at Plot 1207 Kiwanga Road, Namanve, Mukono, with the postal address P.O. Box 3820, Kampala – Uganda.

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 regime 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 Acceptance costs

Travel costs and costs for the stay of the managing official will be borne by the service provider.

When drawing up his tender, the tenderer shall take into account the following acceptance costs:

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

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

Tonny Kirumira
Financial controller
tonny.kirumira@enabel.be
Enabel in Uganda

Only services that have been performed correctly may be invoiced.

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

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

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

The invoice must be in EUROS.

Following satisfactory provision of the services, payment shall be made in instalments (progress payments) as detailed below:

Deliverables	Percentage cost
Inception Report	15%
<ul style="list-style-type: none"> Systems Requirements Document Systems Architecture 	25%
Completion of BMO Tool Development, Installation, Configuration, Deployment, Testing, User Training on the System and Go-live	50%
After successful support and maintenance (90 days) and acceptance of final report	10%

Advance payment:

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

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

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

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

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

According to Article 12/5 of the Law of 17 June 2016, the reference value relevant for calculating the advance in a framework agreement is equal to the amount of each order, including all taxes.

The first half of the advance shall be set off against the sums due to the 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 is a Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

5.2 Publication

3.2.1 Enabel publication

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

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, inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to UGA_CSC_CONTRACTS@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

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

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

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

5.4 Preparation and Submission of Tenders

Preparation of tenders

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

Content of tenders

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

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

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

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

The tender shall contain the following parts:

Administrative Proposal

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Articles of association
- Memorandum of association
- Power of Attorney
- Financial Identification Form, along with the account confirmation letter from the bank
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Financial capacity form
- Subcontractor form (if any)

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

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

Technical Proposal

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

- Technical methodology (max. 7 pages)
- Quality management (max. 1 page)

- Project management (max. 1 page)
- Resource management (proposal (max. 1 page) + CVs of experts)

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 lump sum contract, meaning a contract in which a flat rate price covers the whole performance of the contract or each of the items of the inventory.

Elements included in the price

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

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

The packaging;

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

Customs and excise duties for equipment and products used;

Validity of tenders

The tenderers are bound by their tender for a period of **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

The tenderer submits his tender as follows:

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

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

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

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

The final date and time for receiving tenders is **17th December 2025, 12:00PM, Kampala Time**

NOTE: Upon the electronic submission of your tender, you will receive an automatic reply from the Enabel contracts service center as confirmation of receipt of your tender.

Incase you don't receive the automatic reply after you submit a tender, please contact Enabel immediately using the email addresses stated under the section on "information" in this tender document or through telephone No. 0393-256-370 as most likely, your tender may not have reached the Enabel servers

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

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

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

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

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

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

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

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

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

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

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

Selection criteria

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

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 37,000 EUR during the past three financial years
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in implementing ICT systems, with a proven track record of at least two successful ICT system implementations in the public, on a comparable scale in the last three years
Minimum Standard	Minimum of 2 assignments within the scope, which were totally and successfully deployed and handed over, regardless of ongoing support arrangements. in the last 3 years, within Uganda or East Africa or sub-Saharan Africa.

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

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

- The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.
- Under the same conditions, a group of candidates or tenderers may submit the capacities of the group's participants or of other entities.

Regularity of tenders

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

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

5.5.2.2 Qualitative and financial evaluation of tenders

Negotiation

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

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

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

Award Criteria

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

- Qualitative award criteria: 40 %;

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: 70
1.	<p>Quality of the proposed technical methodology.</p> <p>The quality of the proposed technical methodology should demonstrate a clear and context-appropriate approach to the design, development, testing, and deployment of the BMO digital tool. It should outline coherent and practical strategies such as user-centered design, participatory engagement with BMOs, modular and secure system architecture, and well-defined processes for requirements gathering, prototyping, testing, and handover. The methodology should reflect a sound understanding of the assignment, emphasize usability, data protection, and sustainability, and show how the proposed solution will be effectively implemented and maintained beyond the initial development phase.</p>	20
2.	<p>Quality of the proposed Project Management</p> <p>The quality of the proposed project management should reflect a structured, results-driven approach that guarantees efficient, transparent, and timely execution of all project phases. It should present a coherent governance and coordination framework that clearly defines communication channels, decision-making processes, and accountability lines between the project team, BMOs, and Enabel. A comprehensive work plan with realistic timelines, milestones, and deliverables should be included, supported by a robust risk, quality, and change management framework. The proposal should clearly define team roles and resource allocation, demonstrating how technical and functional experts will collaborate to maintain high-quality outputs within agreed timelines. Furthermore, the management approach should emphasize continuous progress monitoring, stakeholder engagement, and adaptive problem-solving mechanisms to ensure the project remains aligned with its objectives, scope, and budget.</p>	15
3.	<p>Quality of the Proposed Quality Management Approach</p> <p>(proposed quality assurance and control measures, including system performance monitoring; security and privacy safeguards aligned with BHR-related standards and applicable data protection frameworks; incident and bug-tracking processes; uptime and reliability strategies; validation of updates and new features; documentation standards; and overall mechanisms to ensure stable,</p>	15

	secure, and continuous service delivery during development and post-deployment support)																							
4.	<table><tr><td colspan="4">Qualification and experience of the team</td></tr><tr><td>Team lead</td><td>Points</td><td>Individual experts</td><td>Points</td></tr><tr><td>5 years</td><td>12.5</td><td>3 years</td><td>12</td></tr><tr><td>6 years</td><td>15</td><td>4 years</td><td>16</td></tr><tr><td>7</td><td>17.5</td><td rowspan="2">5 years and above</td><td rowspan="2">20</td></tr><tr><td>8 years and above</td><td>20</td></tr></table>	Qualification and experience of the team				Team lead	Points	Individual experts	Points	5 years	12.5	3 years	12	6 years	15	4 years	16	7	17.5	5 years and above	20	8 years and above	20	20
Qualification and experience of the team																								
Team lead	Points	Individual experts	Points																					
5 years	12.5	3 years	12																					
6 years	15	4 years	16																					
7	17.5	5 years and above	20																					
8 years and above	20																							

Only tenders with scores of at least 50 points out of 70 points qualify for the financial evaluation.

- Price: 30 %.

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$$

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 lots of the procurement contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot.

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.

Tender Specifications – Procurement reference number UGA22001-10028

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

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

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

6 Annexes

6.1 Technical documents

Not applicable.

6.2 Contractual Documents

Model Performance Bond

Only for the successful tenderer:

Bank X

Address

Performance bond n° X

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

X, address (the “Bank”)

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

“X, tender documents Enabel < UGAX, 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

I. PERSONAL DATA	
FAMILY NAME(S) ①	
FIRST NAME(S) ①	
DATE OF BIRTH	
JJ	MM YYYY
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD	PASSPORT DRIVING LICENCE ② OTHER ③
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER ④	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION ⑤	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA	
If YES, please provide business data and attach copies of official supporting documents	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.)	BUSINESS NAME (if applicable)
YES NO	VAT NUMBER
	REGISTRATION NUMBER
	PLACE OF REGISTRATION
	CITY
	COUNTRY

DATE	SIGNATURE
------	-----------

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

Legal person entity private/public legal body

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

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

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

③ Registration number in the national register of the entity.

Public law entity

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

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

Financial identification form

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

⁹ 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.

¹⁰ 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/sanctionsinternationales-nations-unies>

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

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

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

[https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations
generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

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

Integrity statement for the tenderers

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

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

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

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

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

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

Place, date

Economic and financial capacity Form

Financial Statement

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

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

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

¹¹ Last accounting year for which the entity's accounts have been closed.

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignments	2 assignments within the scope, which were totally and successfully deployed and handed over, regardless of ongoing support arrangements completed in the last 3 years, within Uganda or East Africa or sub-Saharan Africa	Amount involved	Date of Completed or ongoing contracts in the last 3 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

Recommendation letter

For each of the assignments listed, the tenderer must provide in the administrative proposal as annexes to this form a recommendation letter from clients approved by the entity which awarded the contract.

NB; Recommendation letter from clients acceptable shall be regardless of ongoing support arrangements. in the last 3 years, within Uganda or East Africa or sub-Saharan Africa.

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.*

<i>Name of expert</i>	<i>Proposed position</i>	<i>Educational background – formal qualification</i>	<i>Years of experience with relevant capacity needs analysis provision</i>	<i>Specialist areas of knowledge</i>

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	Lump-sum unit prices exc. VAT*
1.	Public services contract to design, develop, and deploy a responsive Business and Human Rights (BHR) Portal and Mobile App that serves as a centralized digital platform for information sharing, awareness creation, capacity building and to enhance BHR assessment, tracking, reporting, monitoring, and provision of support services among Business Membership Organizations (BMOs), their membership, private sector actors, and other stakeholders.	€

VAT percentage (if applicable):	
This contract shall be subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda.	

NOTE:

- 1. The cost of ongoing support for 90 days following the provisional acceptance should be part of the fixed block price.**
- 2. The tenderer shall include a detailed cost breakdown sheet detailing the lump sum price stated in the financial offer form.**

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: