



Tender Specifications

CONTRACT TITLE: Public service contract for the Provision of Consultancy Services for Development of the Management Information System for the Department of Equity and Rights at the Ministry of Gender Labour and Social Development.

Negotiated procedure without prior publication

PROCUREMENT REFERENCE NUMBER: UGA22001-10024

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DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES

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

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

1 Technical Specifications

1.1 Requirements for the services and the deliverables

Technical methodology

The consultant shall provide the services and deliverables as specified hereafter by applying a technical methodology factoring in the following aspects.

1.1.1 Background information

The Ministry of Gender, Labour and Social Development (MGLSD), through its Equity and Rights Department, is mandated to promote, protect, and uphold the rights of all citizens, particularly vulnerable and marginalised populations such as women, children, older persons, youth, and persons with disabilities. This mandate is derived from the Constitution of the Republic of Uganda, the Data Protection and Privacy Act (2019), and various regional and international human rights instruments to which Uganda is a signatory, including the Universal Declaration of Human Rights (UDHR), the Convention on the Rights of the Child (CRC), the Convention on the Rights of Persons with Disabilities (CRPD), and the African Charter on Human and Peoples' Rights (ACHPR).

Despite this strong legal and policy framework, data on equity and rights issues in Uganda remains fragmented and inconsistently managed across multiple systems, departments, and institutions. Currently, information on human rights cases, gender equality interventions, treaty body recommendations, and reports from national, regional, and international mechanisms is scattered among different departments within MGLSD, as well as partner agencies such as the Uganda Human Rights Commission (UHRC), Equal Opportunities Commission (EOC), and civil society organisations. This fragmentation limits the Ministry's capacity to perform effective analysis, generate timely reports, fulfil treaty and convention reporting obligations, monitor implementation of recommendations, and respond promptly to violations or emerging trends in equity and rights.

To address these challenges, the Ministry is establishing the Equity and Rights Management Information System (ER-MIS) — a comprehensive, centralised, and interoperable digital platform that will enable efficient data collection, management, analysis, and reporting on equity and human rights interventions. The system will serve as an integrated hub for:

1. Case Management: Recording, tracking, and resolving human rights complaints and gender equity cases from national and sub-national levels.
2. Treaty Recommendation Tracking: Monitoring the implementation status of recommendations from international and regional human rights mechanisms.

3. Institutional Memory: Preserving knowledge and historical data for policy planning, advocacy, and accountability.
4. Analytics and Visualisation: Generating dashboards and reports for evidence-based decision-making and strategic planning.
5. Stakeholder Coordination: Enabling collaboration and information sharing among government departments, development partners, and civil society organisations working on equity and rights.

By consolidating fragmented data and introducing standardised workflows, the ER-MIS will enhance the Ministry's ability to generate reliable, real-time information on the status of human rights and equity in Uganda. It will further support treaty compliance, strengthen the monitoring of gender equality commitments, and improve coordination and accountability mechanisms across the sector. Ultimately, the system aligns with the Government of Uganda's broader agenda on digital transformation, e-governance, and the National Development Plan IV (NDP IV) objectives to promote inclusive growth, social justice, and human rights for all.

1.1.2 General Objective

To design, develop, deploy, and operationalise an integrated Equity and Rights Management Information System (ER-MIS) that strengthens the Ministry's capacity for data-driven decision-making, coordination, monitoring, and reporting on equity and rights issues across Uganda. The system will serve as a centralised digital platform that consolidates data from multiple sources, supports policy implementation, and enhances the Ministry's accountability and responsiveness in promoting and protecting the rights of all Ugandans.

Specific Objectives

- a) **Develop a centralised repository for equity and rights-related data and documentation.**

Establish a unified digital database that consolidates information on human rights cases, gender equity interventions, treaty recommendations, and reports from national and international frameworks. The repository will facilitate structured data entry, document storage, retrieval, and version control, ensuring institutional memory and accessibility of critical information to authorised users across departments and partner institutions.

- b) **Automate tracking of treaty body and Universal Periodic Review (UPR) recommendations.**

Create a module to record, monitor, and generate progress updates on the implementation of recommendations issued by international and regional human rights mechanisms. This will enhance Uganda's capacity to prepare accurate, evidence-based

reports for treaty bodies, improve coordination among responsible ministries and agencies, and demonstrate compliance with international obligations.

c) Enable case intake, investigation, and resolution tracking for rights violations.

Design a comprehensive case management workflow to capture complaints related to equity and rights violations from national and sub-national levels. The module will allow for registration, triage, assignment, investigation, and resolution of cases, including referral mechanisms to relevant institutions such as UHRC, EOC, and CSOs. This will improve the timeliness and consistency of response to rights violations.

d) Facilitate interoperability with other Government MISs, rights bodies, and CSOs.

Ensure the ER-MIS is interoperable with existing systems such as the National Single Registry (NSR), Uganda Human Rights Commission (UHRC) MIS, Equal Opportunities Commission (EOC) database, Labour Administration MIS (LAMIS), and the Social Protection MIS. The system will leverage APIs and shared data standards to enable secure data exchange, reducing duplication and promoting coordinated action across the ecosystem of equity and rights actors.

e) Provide analytics, dashboards, and reporting for planning and policy formulation.

Integrate advanced data analytics, visualisation tools, and dashboards to support evidence-based decision-making and informed decision-making. The system will generate automated statistical summaries, performance indicators, and disaggregated reports by gender, age, location, and vulnerability category. This will empower policymakers and programme managers to design targeted interventions, allocate resources effectively, and monitor progress toward national and international commitments.

f) Ensure compliance with the Data Protection and Privacy Act (2019) and security best practices.

Incorporate robust data protection measures, user access controls, and audit trails in line with the Data Protection and Privacy Act, 2019, and the National Information Security Framework. The system will safeguard sensitive personal data, ensure confidentiality and integrity of information, and promote ethical use of data while maintaining public trust in government digital systems.

1.1.3 Tasks to be performed by the consultant

The service provider shall be responsible for delivering a complete, functional, and sustainable Equity and Rights Management Information System (ER-MIS) solution that meets the technical, operational, and institutional needs of the Ministry of Gender, Labour and Social Development (MGLSD). The assignment shall cover the entire system development life cycle (SDLC) from

requirements analysis through to post-implementation support, ensuring the platform is fully operational, user-friendly, secure, and interoperable with other government systems.

Specifically, the scope of work shall include, but not be limited to, the following components:

1. Requirements Analysis and System Specification

- a) Conduct detailed stakeholder consultations with the Equity and Rights Department, IT Unit, and other key entities such as UHRC, EOC, CSOs, and development partners to capture functional and non-functional requirements.
- b) Review existing systems, data flows, reporting formats, and institutional mandates to identify integration points and process gaps.
- c) Prepare a comprehensive System Requirements Specification (SRS) document outlining business processes, data models, user roles, access levels, workflows, and reporting requirements.
- d) Validate requirements through participatory workshops and sign-off by the Ministry's technical and user teams.

2. System Design and Architecture

- a) Develop a high-level and detailed system architecture that supports scalability, modularity, and interoperability with other MGLSD and government MIS platforms (e.g., NSR, LAMIS, CEMIS and the Social Protection MIS).
- b) Design data structures, process workflows, and user interfaces that ensure efficient data capture, retrieval, and visualisation.
- c) Define system security architecture, user authentication mechanisms, and backup/disaster recovery procedures in line with government ICT standards and NITA-U guidelines.
- d) Submit and present design prototypes and mock-ups for review and approval by the Ministry before full development begins.

3. System Development and Customisation

- a) Develop and configure the ER-MIS platform based on approved specifications using open-source, scalable, and secure technologies.
- b) Implement functional modules, including, but not limited to:
 - Case management and complaint handling
 - Treaty and recommendation tracking
 - Analytics and dashboards
 - Document and knowledge repository
 - User and role management
 - Notifications and audit logs

- c) Ensure alignment with accessibility standards, multilingual support (where applicable), and responsive design for both desktop and mobile use.

4. System Integration and Interoperability

- a) Design and implement Application Programming Interfaces (APIs) and data exchange mechanisms to integrate the ER-MIS with other national systems and partner databases.
- b) Facilitate seamless data sharing and interoperability in line with the National Data Integration and Interoperability Framework and NITA-U interoperability standards.
- c) Ensure compliance with security and privacy policies during all data exchange processes.

5. Testing and Quality Assurance

- a) Develop and execute a comprehensive **testing plan** covering unit testing, integration testing, user acceptance testing (UAT), and performance testing.
- b) Conduct pilot implementation and collect user feedback to fine-tune system functionalities.
- c) Verify that the system meets all specified functional, technical, and performance requirements prior to rollout.
- d) Document all test results, issues identified, and corrective actions undertaken.

6. System Deployment and Go-Live

- a) Deploy the approved ER-MIS to a secure production environment, preferably hosted at the NITA-U Data Centre or a government-approved hosting facility.
- b) Migrate existing relevant data into the new system following standard data migration procedures and validation.
- c) Conduct a soft launch and subsequent official go-live in coordination with the Ministry's IT Unit and communication team.

7. User Training and Capacity Building

- a) Develop user manuals, training guides, and standard operating procedures (SOPs) for all user categories.
- b) Conduct comprehensive training sessions for administrators, technical staff, and end-users across national and sub-national levels.
- c) Build internal capacity of the MGLSD ICT Unit to provide first-level support, routine maintenance, and system enhancements after project closure.

8. Documentation

- a) Provide detailed **technical documentation**, including system architecture, database schema, API documentation, installation guides, and configuration manuals.
- b) Submit user documentation, training materials, and maintenance guidelines to support ongoing system management.

- c) Ensure all documentation is written in clear, non-technical language where applicable, to aid understanding among non-technical users.

9. Post-Implementation Support and Maintenance

- a) Provide warranty and technical support for a minimum of 12 months after system commissioning, including bug fixes, security updates, and minor feature enhancements.
- b) Set up a support helpdesk mechanism for incident reporting and resolution.
- c) Conduct regular performance reviews, security audits, and system optimisation during the support period.
- d) Prepare a handover report with recommendations for sustainability, scalability, and long-term management of the ER-MIS.

10. Functional Requirements of the MIS

S/No.	FUNCTIONAL/TECHNICAL SPECIFICATIONS (<i>M- Mandatory requirement / D- Desirable requirement</i>)	M/D
	HIGH-LEVEL FUNCTIONAL REQUIREMENTS	
1.	Uniform and seamless user experience including a single sign-in for all users.	M
2.	The ability of the system to operate on mobile devices such as tablets, mobile phones, or Android devices with offline operation capabilities	M
3.	The publicly accessible page of the MIS publicly accessible page of the MIS should adequately capture the information on the importance of the ER-MIS, reports, a dashboard among others	M
4.	The system shall be developed using open standards and architecture. It shall expose entire system functionality through web-services APIs to enable the exchange of information with external systems	M
5.	A publicly accessible page with a dashboard of relevant key project indicators and data summary visuals.	M
6.	Data integration to enable data exchange and interoperability with other key government systems such as NITA-U's Ug Hub, National Identification and Registration Authority (NIRA), and any other systems identified in the systems requirements collection and development phase.	M

7.	Include an easy-to-use interactive data upload and downloadable mobile app version of the system; with data export and report formats in commonly used files such as CSV, excel, access, and PDF.	M
8.	Provision for one-time Passwords (OTP) and email confirmation messages for system users	M
9.	The system shall always maintain the concurrency of the database irrespective of the number of user actions, tasks, or processes being simultaneously executed.	M
10.	The system shall have a management dashboard to allow administrators and other staff with permissions to effectively monitor the performance of various aspects of the system.	M
11.	The system should securely store user authentication credentials using industry-acceptable hashing algorithms and standards.	M
12.	The system that time-stamps all information uploaded onto the system	M
13.	The system shall have a transactional audit trail that maintains the identification and a record of authorization, utilization, and changes related to the users.	M
14.	The system shall assign each user access privileges, based on roles; each role describing a position within the functions of the process flow. Each role shall be defined with adequate privileges to carry out the responsibilities assigned to that role. The system shall restrict users to performing tasks only through the system services to which he/she has access.	M
15.	And other requirements specified during the engagement with the TWG and stakeholders' consultative review meeting.	M
	SOFTWARE INTEGRATION TOOLSET	
16.	The MIS should be designed to stay Interoperable and follow Open Data Standards, be usable with Government of Uganda-compliant Application Integration Interface (API) components i.e. the solution must have ready APIs for data sharing.	M

17.	The provider shall be required to Fix/ configure the application environment in readiness for integration i.e. whether it is REST API with XML/HTTPS or a Flat File API, CSV over SFTP.	M
	PERFORMANCE REQUIREMENTS OF THE INFORMATION SYSTEM	
18.	Response Time: 95% of all response time should be less than 1.0 seconds for the front-user devices (i.e. mobile phones). More especially when a learner is interrogating the system to give answers or send an SMS message.	M
19.	Workload: During the high peak levels, the system should not be significantly low. The application should be able to handle 1,000,000 users with over 200 concurrent system interrogators during peak periods	M
20.	The ER-MIS shall be flexible and scalable in terms of performance and functionality.	M
21.	Platform: should be platform independent, especially for the front-end devices i.e. mobile phones (smartphones).	M
22.	Error rate: minimal errors under high workloads.	M
23.	Responsiveness: The solution should be responsive to the user input or to any external interrupt which is of the highest priority and return back to the same state	M
24.	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.	M
	GENERAL IT SECURITY REQUIREMENTS	
25.	The MIS shall conform to all security requirements for web applications listed in the OWASP security framework.	M
26.	The MIS shall support the use of Internet Protocol Security (IPSec) to secure communication between systems.	M
27.	The MIS shall employ the latest official version of the Transport Layer Security (TLS) protocol to secure web communication between the MIS	M

	and systems that utilize a web-enabled device such as a web browser on desk workstations and mobile devices.	
28.	The MIS and its mobile app shall hash and securely store user authentication credentials using industry-acceptable hashing algorithms and standards.	M
29.	The MIS shall time stamp all information uploaded onto the system upon saving the information onto the MIS Database	M
30.	The MIS shall maintain a complete audit trail of all write access events that include creation, modification and deletion of records.	M
31.	The MIS shall store all records of all activities on a secure centralized logging server and within the system with access restrictions put in place.	M
32.	The MIS shall have a transactional audit trail that maintains the identification and a record of authorization, utilization (transactions), and changes related to all users.	M
33.	The MIS shall provide audit trails of scheduled events and results of scheduling activity.	M
34.	<p>The MIS shall capture the following minimum details in order to adequately track events performed in the system:</p> <ul style="list-style-type: none"> • Identification of the event (the module and function accessed). • Type of access (create, modify, delete, read). • User ID performing the event. • Date and time the event was performed. • Last updated date • Last User ID that updated <p>The terminal ID/location from where the event was executed (indication of physical location, if possible).</p>	M
35.	The MIS shall restrict the viewing of the audit logs and audit trails to only authorized users. Authorized users will be able to review the logs and	M

	search/filter logs by a variety of parameters that may include user ID, specific date and time ranges, procurement activity, etc.	
36.	The MIS shall restrict system administrators from having access to/deleting audit logs.	M
37.	The MIS shall have an authority matrix against which different authority levels for carrying out specific activities e.g. data entry and authorization of data entered.	M
38.	The MIS shall assign each user access privileges in the form of roles.	M
39.	The MIS shall restrict users to performing tasks only through the system services to which he/she has access.	M
40.	The MIS should auto-log off users if the account is dormant for a configurable duration of time.	M
41.	The MIS should have a mechanism for protecting the confidentiality of personal records or personally identifiable information (PII).	M
42.	The MIS shall support input validation for all user information	M
43.	The MIS shall be accessible on both the LAN, WAN and the internet	M
44.	The MIS shall support software patches and updates aimed at reducing vulnerabilities or enhancing features and or performance	M
	LOGIN / AUTHENTICATION CONTROLS	
45.	The MIS shall allow for authorized users to define the user level access rights and specify the functions (read/ write) that could be performed by a specified user within each specified module.	M
46.	The MIS shall allow for the definition of the maximum number of unsuccessful login attempts per user at a given time. If a user exceeds the maximum number of unsuccessful log-in attempts at a given instance, the system shall lock out the user from the system for a definable amount of time.	M
47.	The MIS shall allow for the system administrator to temporarily and/or permanently lock out a user.	M

48.	The MIS shall allow for the system Administrator to release a locked-out user.	M
49.	The MIS shall prevent a user from having more than one active login session.	M
50.	The MIS shall allow for the System Administrator to define the maximum amount of idle time before a logged-in user is automatically signed out. This time should be definable by role to enable a variation of different idle times depending on the responsibilities held by the user.	M
51.	The MIS shall display the last log-in time and date should be displayed for the benefit of the user on a successful log-in, and provide provisions for users to view previous successful and unsuccessful login attempts to enable them to verify that an unauthorized attempt against their credentials has not been made. Additional details of activities/responsibilities performed on the system should also be included.	M
52.	<p>The MIS shall log all successful and unsuccessful login attempts of a user with the following (minimum) details:</p> <ul style="list-style-type: none"> • User ID. • Login/logout date and time up to seconds. • IP of the computer and geographical access point. • Web page URL. Actions performed on corresponding MIS functions, such as add, delete, update, and view. 	M
53.	The MIS shall provide a secure facility to allow users to reset their passwords. Users who will have access to this feature should be definable to enable users with non-critical roles to easily reset their passwords.	M
54.	<p>The MIS shall allow system administrators to define the criterion for passwords used in the system, and enforce the set criteria. Such criteria would include at least:</p> <ul style="list-style-type: none"> • Password lengths. 	M

	<ul style="list-style-type: none"> Acceptable range of characters from the Unicode Character set, such as upper case, lower case, special characters, numbers, unique symbols, etc. Number of unique passwords required before old passwords can be re-used. Number of days before a mandatory change of password is enforced. 	
55.	When storing authentication credentials, the system shall encrypt and hash them before storing them in a configuration file. The system shall not hard code database connection strings, passwords, or cryptographic keys in clear text in the code or configuration files.	D
56.	The MIS shall allow authorized users to define the user-level access rights and specify the functions (read/ write) that could be performed by a specified user within each specified module.	M
	INTEGRATION REQUIREMENTS	
57.	The MIS shall securely integrate with existing and upcoming GOU systems using internationally recognized technologies e.g. REST and SOAP web services.	M
58.	Upgrades made to the MIS and/or interfaced GOU systems should not affect the integration requirements and disrupt data exchange.	M
59.	The MIS shall log all successful and unsuccessful interface transactions and these should be clearly identified in the audit logs.	M
60.	The MIS shall be able to consume available web services from other systems and publish any of its functionalities as web services/APIs using fairly simple procedures.	M
	BACKUP AND RESTORE REQUIREMENTS	
61.	The MIS shall have inbuilt backup and recovery procedures that can be scheduled to facilitate simple and intuitive recovery from system corruption or failure.	M
62.	The MIS shall provide mechanisms to define and monitor the status of the backup schedule and must guarantee no data loss.	D

63.	The MIS shall provide for mechanisms that will enable all the data to be replicated in near real-time and stored offline in a secure facility (DRS) as a backup to enable business continuity in case of a disaster at the GOU main DC.	D
64.	The backup shall minimize the impact on normal operation – during backup the system shall be able to meet 75% of its agreed performance level.	M

1.1.4 Deliverables

The Service Provider shall be expected to deliver a complete and functional Equity and Rights Management Information System (ER-MIS), accompanied by all necessary documentation, training, and post-deployment support. Each deliverable must be produced in close consultation with the Equity and Rights Department, the MGLSD ICT Unit, and other key stakeholders, and shall be formally approved by the Steering Committee (as stipulated under governance below) before progression to subsequent phases.

The key deliverables under this assignment shall include, but are not limited to, the following:

1) Inception Report

Within the first two (2) weeks of contract commencement, the Service Provider shall submit a detailed Inception Report outlining:

- i. A clear understanding of the assignment objectives, scope, and expected outcomes.
- ii. The proposed methodology and approach to system design and development.
- iii. A refined implementation roadmap, including timelines, milestones, and dependencies.
- iv. Stakeholder engagement strategy, data collection methods, and validation processes.
- v. Risk assessment and mitigation plan.
- vi. Detailed resource allocation and project management structure.

The inception report will serve as the baseline reference document for monitoring project performance and deliverable compliance throughout implementation.

2) Functional and Technical Design Documents

Following requirements analysis and stakeholder consultations, the Service Provider shall develop and submit a comprehensive set of Functional and Technical Design Documents, which will include:

- i. System Requirements Specification (SRS): Detailed functional and non-functional requirements, business rules, user roles, and workflows.
- ii. System Design Document (SDD): Description of system architecture, modules, interfaces, data structures, database schema, and integration points.
- iii. Security and Privacy Plan: Data protection measures, user authentication and authorization frameworks, and alignment with the Data Protection and Privacy Act (2019).
- iv. Hosting and Deployment Architecture: Infrastructure specifications, environment setup (staging, production), and hosting options (e.g., NITA-U Data Centre).
- v. Interoperability and Integration Framework: API structures and data exchange protocols to connect with other MIS platforms.

These documents shall be presented to the Technical Working Group for validation and approval before commencement of the development phase.

3) Prototype and User Validation Reports

Upon approval of the design documents, the Service Provider shall develop a **prototype** or interactive mock-up of the key ER-MIS modules for demonstration and user testing.

Deliverables under this phase shall include:

- i. A functional prototype illustrating the main user interfaces, workflows, and dashboard concepts.
- ii. User validation workshops with representatives from the Equity and Rights Department, ICT Unit, UHRC, EOC, and other stakeholders.
- iii. A User Validation Report summarising feedback, recommended improvements, and design refinements to be incorporated into the final build.

This phase ensures that user requirements are fully addressed before full-scale development proceeds.

4) Fully Developed and Tested ER-MIS

The Service Provider shall design, develop, and deploy the fully functional ER-MIS platform based on the approved system specifications. The solution shall include all agreed-upon modules, integration points, and analytics features.

Deliverables for this stage shall include:

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- i. Developed ER-MIS Application: Incorporating modules for case management, treaty tracking, document repository, analytics dashboards, and user administration.
- ii. Integration with Other Systems: Operational APIs and data exchange with relevant government MIS platforms and partner institutions.
- iii. Testing and Quality Assurance Reports: Results of system testing (unit, integration, security, and user acceptance testing), including issues identified, resolved, and validated.
- iv. Data Migration Report: Documentation of migrated datasets, data verification, and integrity validation.

Upon satisfactory testing and approval, the system will be deployed to the production environment for official launch.

5) User Manuals and Training Materials

To ensure sustainability and effective use of the ER-MIS, the Service Provider shall develop and deliver comprehensive user documentation and training materials, including:

- i. User Manuals: Step-by-step guides for administrators, case managers, analysts, and general users.
- ii. Technical Manuals: System administration, maintenance, and troubleshooting instructions for ICT personnel.
- iii. Training Modules: Presentations, exercises, and reference materials for different user categories.
- iv. Training Report: Summary of training sessions conducted, participants reached, and post-training evaluations.

The training shall build the capacity of the MGLSD team to independently operate, maintain, and support the system after handover.

6) Go-Live and Post-Implementation Support Report

Following successful deployment, the Service Provider shall support the go-live process and provide post-implementation support for a period agreed upon (minimum of 12 months). This shall include system monitoring, bug fixing, user support, and performance optimisation.

Deliverables under this stage shall include:

- i. Go-Live Report: Documentation of system launch activities, user onboarding, and immediate post-deployment performance.
- ii. Post-Implementation Support Report: Summary of support activities undertaken, issues logged and resolved, system uptime, and lessons learned.

- iii. Sustainability and Handover Plan: Recommendations for long-term system maintenance, enhancement roadmap, and institutional ownership structure.

This final deliverable will mark the formal closure of the assignment and transition of the system to full Ministry ownership and management.

1.1.5 Governance and Institutional Arrangements

A. Project Steering Committee

The overall implementation of the ER-MIS will be **overseen by a Steering Committee** chaired by the **Commissioner, Equity and Rights Department**, under the Ministry of Gender, Labour and Social Development (MGLSD).

Composition:

The Committee shall comprise representatives from the following entities:

1. Commissioner, Equity and Rights Department (Chairperson)
2. Representatives from the Uganda Human Rights Commission (UHRC) and the Equal Opportunities Commission (EOC)
3. Head of Information and Communication Technology (ICT Unit), MGLSD
4. Representative, Planning Division, MGLSD
5. Representatives from relevant MGLSD Directorates and Departments (e.g., Equity and Rights, Labour and Industrial Relations, Employment Services, Youth and Children Affairs, Gender and Women Affairs, Disability and Elderly, and Community Development and Literacy)
6. Representative(s) from key Development Partners and Civil Society Organisations (CSOs) involved in human rights and governance programming
7. Representative from NITA-U to ensure compliance with national ICT standards and interoperability frameworks

Functions of the Steering Committee:

The Steering Committee shall:

1. Provide strategic leadership, guidance, and oversight throughout the project lifecycle.
2. Approve the project implementation plan, key milestones, and deliverables.
3. Review and validate technical outputs, including requirements specifications, system design, and user acceptance testing results.
4. Ensure alignment of the ER-MIS with broader national e-government initiatives, such as the National ICT Policy, Data Integration and Interoperability Framework, and the Digital Transformation Roadmap.

5. Facilitate coordination with external partners and agencies to promote data sharing, integration, and sustainability.
6. Resolve policy, institutional, or operational bottlenecks that may affect project implementation.
7. Approve the final system for rollout and commissioning.

The Committee shall meet quarterly, or as deemed necessary, to review progress, provide direction, and endorse reports from the Technical Working Group.

B. Technical Working Group (TWG)

A **Technical Working Group** headed by the Head of IT, MGLSD will be constituted to provide operational support, technical input, and day-to-day coordination and supervision of project activities.

Composition:

The TWG shall include:

- a) IT Officers from the MGLSD ICT Unit
- b) Technical Officers from the Equity and Rights Department
- c) Monitoring and Evaluation (M&E) Officers from the Planning Department
- d) Representatives from UHRC, EOC, and other collaborating agencies
- e) Representatives from ENABEL
- f) The consultant or service provider's technical team (on an advisory basis during development and implementation)

Functions of the Technical Working Group:

- a) Support the service provider in refining user requirements, workflows, and data structures.
- b) Conduct quality assurance and participate in system design reviews, testing, and validation exercises.
- c) Provide technical feedback and recommendations to the Steering Committee.
- d) Coordinate user trainings, pilot rollouts, and stakeholder engagements.
- e) Ensure interoperability and integration with other existing government MIS platforms.
- f) Monitor project timelines, deliverables, and adherence to approved standards and guidelines.

The TWG shall meet bi-weekly or as frequently as required during key phases of system development and deployment.

C. Role of the Ministry ICT Unit

The **MGLSD ICT Unit** will provide technical backstopping and ensure that the system aligns with the Ministry's overall ICT architecture. Specifically, the ICT Unit will:

- a) Technical supervision of the consultant
- b) Ensure compliance with the Standard and Guidelines for the Acquisition of Hardware and Software in Government MDAs
- c) Ensure Compliance with ICT Policies and Guidelines in Government and MGLSD
- d) Guide on hosting infrastructure, security protocols, and data backup mechanisms.
- e) Facilitate connectivity and integration with other Ministry systems and NITA-U infrastructure.
- f) Provide first-line technical support after deployment.
- g) Participate in user training, testing, and system acceptance procedures.

D. Role of External Partners and Agencies

Strategic partners such as the Uganda Human Rights Commission (UHRC), Equal Opportunities Commission (EOC), and Civil Society Organisations (CSOs) working in equity and rights will:

- a) Collaborate in defining information-sharing frameworks and interoperability linkages.
- b) Provide data inputs and feedback on system functionality.
- c) Participate in user acceptance testing and validation.
- d) Contribute to sustainability strategies, capacity building, and knowledge exchange.

Development partners may provide **technical and financial support** as well as expertise in system sustainability, reporting frameworks, and international compliance.

E. Role of the Consultant

The Consultant will be responsible for the end-to-end delivery of the ER-MIS solution as outlined in the scope of work.

Key responsibilities shall include:

- a) Conducting stakeholder consultations and documenting detailed system requirements.
- b) Designing, developing, testing, and deploying the ER-MIS in line with approved specifications.
- c) Providing capacity building, technical documentation, and post-implementation support.
- d) Ensuring the system adheres to national ICT standards, data protection regulations, and interoperability frameworks.

- e) Reporting periodically to the Technical Working Group and presenting key milestones to the Steering Committee for approval.

F. Reporting and Coordination

The ConsultantService Provider shall submit **progress reports** to the Head of IT, MGLSD on a bi-weekly basis and **summary reports** to the Steering Committee on a quarterly basis.

- a) Reports shall include progress against milestones, challenges, risk mitigation measures, and next steps.
- b) The Equity and Rights Department shall serve as the project coordination office and secretariat to both the Steering Committee and Technical Working Group.
- c) Communication between all stakeholders shall follow agreed channels to ensure transparency, accountability, and timely decision-making.

1.1.6 Technical Methodology

The Consultant shall describe the methodology by which they will address/deliver the demands described in this ToR; providing a detailed description of the approach to the assignment. The consultant shall at all times ensure ethical standards and the sensitivity required to undertake such this assignment in line with the Ministry's Internal Regulations.

1.1.7 Quality Management

The Consultantconsultant shall ensure quality management through continuous monitoring. This monitoring shall take a quality assurance approach (QA) and collect information on the service provider's conduct in implementing the activities. This QA approach shall be based on the following principles: Collect data systematically; Report these data; Enable timely action on the data, at the appropriate level. The Consultantconsultant 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.

1.1.8 Project Management

The consultantconsultant shall be expected to strictly adhere to the requirements and deliverables outlined in this Terms of Reference (ToR). A well-defined methodology for project implementation should be proposed by the consultantconsultant.

At the start of the assignment, a kick-off meeting will be held in Kampala. The purpose of this meeting is to discuss the overall implementation strategy, work plan, and communication protocols with the project management team. The roles and responsibilities of the Contracting

Authority during the project's implementation will also be clarified to ensure alignment and smooth collaboration. Throughout the project, the consultant shall organize ad hoc meetings and conference calls as necessary to address specific service requests. Prior to each of these meetings or conference calls, the consultant will submit a summary of key discussion points to the Contracting Authority to ensure that all relevant issues are addressed efficiently.

Communication and Meetings

The Consultant is expected to maintain regular communication with both Enabel and MoGLSD. 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.
- **MoGLSD:** 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 MoGLSD. 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:

- **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 MoGLSD 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 Selection of the team

Composition of the team	<ul style="list-style-type: none">• 1 Coordinator/team leader• 1 Business analyst• 1 Software developer• 1 Database Administrator• 1 Information and Cyber Security Expert
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The Consultant shall be responsible to present a pool of key experts that shall cover all contents of this contract. The consultant shall be responsible for selecting a coordinator/team leader and the individual expert out of his pool for delivering the outputs of the specific service requests of the contract.

Coordinator/Team Leader

The consultant shall identity a coordinator/team leader within its organization who shall represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the terms of reference. Similarly, the Contracting Authority will designate contact persons.

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

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

Individual Experts

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

1.2.2 Qualifications of the Team

Coordinator/team leader:

Mandatory requirements

- 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 seven 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.

Other added 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.

Business analyst

Mandatory requirements

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

Other added requirements

- Experience with business process modelling notation, technical documentation, user-centered design and running technical workshops is an added advantage.

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- Experience in environments with complex stakeholder structures is especially valuable.
- 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.
- Experience working on governance, human rights, equity, social protection, or public-sector information systems.

Software developer

Mandatory requirements

- A holder of a degree in Computer science, Information Technology or Software Engineering or related.
- Five years' experience in developing, customizing, and maintaining open-source software both mobile (IOS and Android) and web based.

Other added 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 and familiarity with government workflows,

Database Administrator

Mandatory requirements

- A holder of a Bachelor's degree in computer science, Telecommunication Engineering, Information Technology, or Software Engineering, Information Technology (IT) or related.
- At least 3 years' experience in developing, customizing, and maintaining open-source software. Extensive experienced of back-end developers with Knowledge of system development in python, ORACLE, R, Javascript, PHP, MySQL. And knowledge of popular technology stacks is an added advantage

Other added requirements

- Demonstrated sStrong experience in managing a large Database

Information and Cyber Security Expert

Mandatory requirements

- A holder of a bachelor degree in Computer Science, Information Technology or related degree
- At least 3 years in IT risk assessment, IT vulnerability and penetration testing or IT project auditing.

Other added requirements

- An industry certification in cyber security
- Experience in designing and implementing security controls across networks, applications, databases, and cloud environments.
- Hands-on experience with vulnerability assessment tools, penetration testing, and security monitoring.
- Experience developing and enforcing information security policies, procedures, and standards.
- Knowledge of data protection and privacy laws, including Uganda's Data Protection and Privacy Act, and other sector-specific requirements.

1.2.3 Deployments of the team

The consultant 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	Activities	Deliverable	Duration (Calendar Days)

Phase 1	Requirements gathering, inception report	<ul style="list-style-type: none"> - Inception Report - Systems Requirements Specification Document 	30
Phase 2	System design, prototype	<ul style="list-style-type: none"> - Systems Prototype and User Validation Report 	30
Phase 3	Development, integration, testing	<ul style="list-style-type: none"> - System Testing Reports - UAT Report 	90
Phase 4	Deployment, training and Go-live	<ul style="list-style-type: none"> - User Training and Technical Manuals - Go-Live Report 	30
Phase 5	Post-Implementation support	<ul style="list-style-type: none"> - Sustainability and Handover Plan - Final Project Report 	360

Post-deployment support and warranty services period

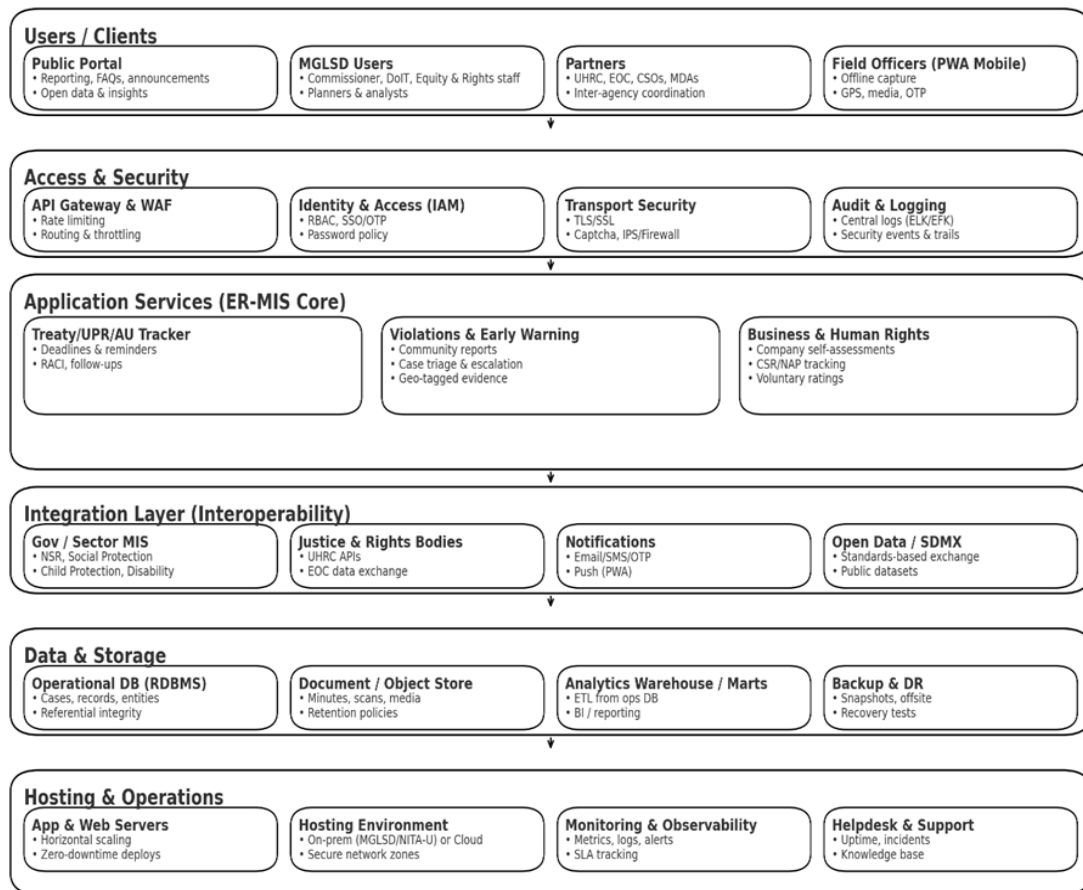
The Contractor shall provide post-deployment and warranty services defect-liability support for 360 calendar days following system acceptance. All defects, errors, or malfunctions arising from implementation must be corrected at no additional cost. The Contractor acknowledges that all defects during this period are their responsibility.

1.2.4 Ownership

MoGLSD will be the owners of the system and its intellectual property, source codes, technical documents, system design, data reports, and system training materials.

1.2.5 High-Level Architecture Diagram

Equity & Rights MIS (ER-MIS) – High-Level Architecture



Note: Diagram illustrates logical components and data flows; exact products/technologies are indicative.

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;

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.

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

2.4 Rules governing the procurement contract

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

² Belgian Official Gazette of 18 November 2008.

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

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

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

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

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

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

The consultant/ 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 Beneficiary: Ministry of Gender, Labour, and Social Development (MoGLSD) who is Enabel's partner

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.

Subconsultant in the meaning of public procurement regulations: The economic operator proposed by a tenderer or consultant to perform part of the contract. The subconsultant 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-consultant 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 consultant 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 consultant from other public procurement contracts for Enabel.

For the duration of the procurement contract, the consultant and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or consultant 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 consultant 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 consultant 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 consultant 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 consultant having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

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

2.8 Applicable law and competent courts

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

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

In case of litigation or divergence of opinion between the contracting authority and the consultant, 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 Public service contract for the Provision of Consultancy Services for Development of the Management Information System for the Department of Equity and Rights at the Ministry of Gender Labour and Social Development.

3.2.2 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.

3.2.3 Variants

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

3.3 Duration of the contract

This procurement contract duration starts the day following the date of the kick off meeting and lasts 24 calendar months. The actual implementation days are 180 calendar days. Additionally, the contract includes a **360 calendar days of technical support** following the completion of the implementation phase, ensuring ongoing assistance.

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 from Article(s) 25 - 33 of the GIR- General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)").

4.1 Managing official (Art. 11)

The managing official is [Rose Kato](#), e-mail: rose.kato@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 Subconsultants (Art. 12 to 15)

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

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

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

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

In the same way, the consultant will respect and enforce to his subconsultants, 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 subconsultant

PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT) During contract performance, the consultant 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 consultant 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 consultant 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 contract including all existing and future modes of exploitation that fall or will fall within the scope of these rights. This assignment of copyright is valid for the entire duration of the rights, including any extensions, throughout the world. Upon acceptance, the intellectual property rights, source codes, technical documents, system design, data reports and system training materials shall automatically transfer to the Beneficiary (Ministry of Gender, Labour and Social Development).

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, in accordance with Article 19 of the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts.

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

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

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

In accordance with section 1.2.4, ownership of the solution shall be transferred to MoGLSD by the contracting authority.

4.6 Performance bond (Art. 25 to 33)

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

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

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

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

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

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

After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office

(Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

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

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

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

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

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

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

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

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

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

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

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

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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 consultant for the acceptance procedure to be carried out:

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

4.7 Conformity of performance (Art. 34)

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

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

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

Provided that he meets the selection and exclusion criteria set out in this document, a new consultant may replace the consultant 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 consultant 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 consultant'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 consultant 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 consultant 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 consultant 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 consultant or the contracting authority would normally have become aware of them, the consultant 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 consultant is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

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

4.9 Preliminary technical acceptance (Art. 42)

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

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services must be performed within 303 calendar days as from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

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

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

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

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

In any event, complaints about the order form are not admissible any more if they are not submitted within 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 customization, configuration, development shall be performed at the consultant's premises/office and deployment and User acceptance training shall be undertaken at Ministry of Gender, Labour and Social Development. Any other relevant meeting will be conducted at a location mutually agreed upon with the contracting authority.

4.11 Inspection of the services (Art. 150)

If during contract performance irregularities are found, the consultant will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The consultant 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.

The successful tenderer warrants that it owns all copyright in the works created in the performance of this assignment and in all elements (such as databases and developments produced by the GIS-IT developer profile specialising in programming using cartography and qualitative data analysis, photographs, illustrations, graphics, etc.) that make up the aforementioned works. He also confirms that all of the works that he will produce, including the photographs, illustrations, graphics, etc. included therein, do not infringe copyright or any other rights of third parties, or any legislation, and that, in the event that portraits have been included in the works, the necessary and legally required authorisations for use in the context of this contract have been obtained. The successful tenderer indemnifies the contracting authority and the Beneficiary against any action or claim brought by third parties as to the ownership, content and form of the works created in performance of this contract and undertakes to bear all costs and compensation relating to any action or claim brought by third parties for infringement of intellectual property and/or other rights. If, as a result of any such action or claim, the products and services can no longer be successfully supplied, the successful tenderer shall, without prejudice to its duty to compensate the awarding authority for any loss or damage suffered as a result of its fault, either replace or modify the results in order to avoid the claim of infringement or, if this is not reasonably possible, accept the withdrawal of the offending product or service and reimburse the awarding authority for the costs paid for the latter.

4.13 Zero tolerance Sexual exploitation and abuse

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

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

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

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

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the consultant 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 consultant 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 consultant by registered mail.

The consultant 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 consultant 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 consultant 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 consultant 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 consultant has explicitly recognised the defects found. §2 The measures as of right are:

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

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

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

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

4.15 End of the procurement contract

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

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

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

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

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

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

The acceptance specified above is final.

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

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

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

Only services that have been performed correctly may be invoiced.

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

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

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

The invoice must be in **EUROS**.

The payments will be made in respect of deliverables as indicated below

SN	Deliverable	Percentage Cost
1	Submission and approval of Inception Report	15%
2	Submission and approval of Systems Requirements Specification Document	25%
3	Submission and approval of	50%

	<ul style="list-style-type: none"> • Systems Prototype and User Validation Report • System Testing Reports • UAT Report 	
4	Submission and approval of <ul style="list-style-type: none"> • User Training and Technical Manuals • Go-Live 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 consultant 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 consultant 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 consultant 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 §1, al.1^{er}, 1°, a 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>

This publication shall constitute of an invitation to tender.

5.3 Information

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

Until 10 calendar days before the time for the receipt of the tenders, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to UGA_CSC_CONTRACTS@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

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

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

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

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

5.4 Preparation and Submission of Tenders

Preparation of tenders

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

Content of tenders

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

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

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

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

The tender shall contain the following parts:

1. Administrative Proposal

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Financial Identification Form
- Subconsultant form
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Financial capacity form
- Certificate of incorporation
- Powers of attorney
- Articles and memorandum of association

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

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

2. Technical Proposal

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

- Technical methodology (max. 5 pages)
- Quality Management (max. 5 pages)
- Project management (max. 5 page)

3. Financial Proposal

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

Determination of prices

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

This procurement contract is a 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.

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

Elements included in the price

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

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

Training required for operation;

Transfer of ownership of intellectual property and copy rights;

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

Validity of tenders

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

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

5.4.2 Submission of tenders

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

The tenderer submits his tender as follows:

The duly completed and signed tender shall be submitted only by e-mail; uga_csc_tenders@enabel.be and only as 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 the administrative, technical and financial proposals as separate email attachments.

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**.

Any request for participation or tender shall be received by the Contracting Authority no later than **6th January 2025, 11:00 am Kampala time**. Requests for participation or tenders that arrive late will not be accepted.

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 turn-over of 40,000 Euros during the past three financial years of 2024, 2023, 2022.

2	Sufficient Technical and Professional Capacity
2.1	The consultant should possess extensive experience in developing and deploying open-source based information systems, with the ability to design platforms that are scalable, secure, and interoperable. They should demonstrate a strong history of successfully working with government institutions, intergovernmental bodies, and navigating complex multi-stakeholder environments to deliver coordinated and impactful solutions
Minimum Standard	Minimum of 2 assignments within the scope of the contract, which was totally and successfully completed in the last 3 years.
2.2	Sufficient Human Resources
Minimum standard	Experts for each of the profile defined in the technical specification. (Provide signed CVs and academic documents)

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

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

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

Regularity of tenders

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

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

5.5.2.2 Qualitative and financial evaluation of tenders

Negotiation

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

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

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

Award Criteria

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

- Qualitative award criteria: 60 %;

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

N.	Qualitative Award Criteria	Max. Points: 60
1.	Quality of the proposed technical methodology. The quality of the proposed technical methodology should demonstrate a clear and context-appropriate approach to the design, development, testing, and deployment of the MIS. It should outline coherent and practical strategies such as user-centered design, participatory engagement with MoGLSD, modular and secure	30

	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.																	
2.	<p>Quality of the proposed Project Management. 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 Enabel project team and MoGLSD. 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>	20																
3.	<p>Quality of the proposed Human resources</p> <p>Experience of experts</p> <table> <tr> <th>Team lead</th> <th>Points</th> <th>Individual experts</th> <th>Points</th> </tr> <tr> <td>9 years and above</td> <td>10</td> <td>7 years and above</td> <td>10</td> </tr> <tr> <td>8 years</td> <td>8</td> <td>6 years</td> <td>8</td> </tr> <tr> <td>7 years</td> <td>6</td> <td>5 years</td> <td>6</td> </tr> </table>	Team lead	Points	Individual experts	Points	9 years and above	10	7 years and above	10	8 years	8	6 years	8	7 years	6	5 years	6	10
Team lead	Points	Individual experts	Points															
9 years and above	10	7 years and above	10															
8 years	8	6 years	8															
7 years	6	5 years	6															

	6 years	4	4 years	4		
	5 years	2	3 years and above	2		

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

- Price: 40 %;

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

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

Final score

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

5.6 Award and Conclusion of Contract

5.6.1 Awarding the contract

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

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

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

5.6.2 Concluding the contract

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

Notification is via e-mail.

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

- These Tender Specifications and its annexes;
- The approved BAFO of the consultant 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

N/A

6.2 Contractual Documents

Model Performance Bond

Only for the successful tenderer:

Bank X

Address

Performance bond n° X

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

X, address (the “Bank”)

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

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

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

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

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

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

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

Done in X

on X

Signature:

Name:

6.3 Procedural Documents – Tender Forms

6.3.1 ADMINISTRATIVE PROPOSAL

Identity form

I. PERSONAL DATA FAMILY NAME(S) ① FIRST NAME(S) ① DATE OF BIRTH JJ MM YYYY PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE) 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	
<p style="text-align: right;">If YES, please provide business data and attach copies of official supporting documents</p>	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY
DATE	SIGNATURE

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

Legal person entity private/public legal body

OFFICIAL NAME ② ABBREVIATION MAIN REGISTRATION NUMBER ③ SECONDARY REGISTRATION NUMBER (if applicable) <table style="width: 100%;"> <tr> <td style="width: 40%;">PLACE OF MAIN REGISTRATION</td> <td style="width: 20%;">CITY</td> <td style="width: 40%;">COUNTRY</td> </tr> </table> DATE OF MAIN REGISTRATION <div style="text-align: center;">DD MM YYYY</div> VAT NUMBER OFFICIAL ADDRESS <table style="width: 100%;"> <tr> <td style="width: 25%;">POSTCODE</td> <td style="width: 35%;">P.O. BOX</td> <td style="width: 40%;">CITY</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">COUNTRY</td> <td style="width: 40%;">PHONE</td> </tr> </table> E-MAIL				PLACE OF MAIN REGISTRATION	CITY	COUNTRY	POSTCODE	P.O. BOX	CITY	COUNTRY	PHONE
PLACE OF MAIN REGISTRATION	CITY	COUNTRY									
POSTCODE	P.O. BOX	CITY									
COUNTRY	PHONE										
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			

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

① **NGO = Non Governmental Organisation, to be completed if NFPO is indicated.**

② **Registration number in the national register of companies. See table with corresponding field denomination by country.**

Financial identification form

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory) Name: Title :	DATE (Obligatory)
--	-------------------

Subconsultants

Name and legal form	Address / Registered office	Object

Declaration on honour – exclusion criteria

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

- 1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or terrorist financing
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

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

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

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

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

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

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

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

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

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

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

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

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

For Belgium:

Tender Specifications – Procurement reference number: UGA22001-10024

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

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

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

Place, date

Integrity statement for the tenderers

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

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

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public consultant (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 consultant from this and other public contracts for Enabel.
- The public consultant 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 3 € or NC	Year 2 € or NC	Year 1 € or NC	Average € or NC
Annual turnover, excluding this public contract ¹⁰				

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

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

Certificates of completion

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

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 and academic documents.

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

Name of expert	Proposed position	Educational background – formal qualification	Years of experience with relevant capacity	Specialist areas of knowledge
	<i>Coordinator / Team leader</i>			
	<i>Expert 1</i>			
	<i>Expert 2</i>			
	<i>Expert 3</i>			
	<i>Expert 4</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 total prices exc. VAT*
1.	Public service contract for the Provision of Consultancy Services for Development of the Management Information System for the Department of Equity and Rights at the Ministry of Gender Labour and Social Development.	€
VAT percentage (if applicable):		18%

NOTE: The tenderer shall include a detailed cost breakdown sheet detailing the lumpsum price stated in the financial offer form.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature: