



## **Tender Specifications**

Framework Contract for Provision of Group  
Personnel Accidents (GPA) Insurance for Enabel  
National staff in Uganda

**Open Procedure**

**Reference Number:** 2800UGA-10243

**Navision code:** 2800UGA

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## 1. Technical Specifications

### Requirements for the services.

#### 1.1.1 Technical Methodology.

The Service Provider shall provide the services as specified hereafter by applying a technical Methodology which comprises the following aspects.

##### 1.1.1.1 Background Information.

Enabel in Uganda, through its Representation, manages the Group Personnel Accident (GPA) insurance policy and each Employee working under a full-time Employment contract is offered this benefit. Interims and volunteers are also covered under the GPA policy.

Therefore, Enabel in Uganda Invites Tenders from reputable Insurers to express Interest in Providing the cover.

##### 1.1.1.2 Objectives.

The purpose of the cover is to ensure that the Enabel in Uganda complies with the provisions of the Workers Compensation Act (2000) and that staff are adequately compensated in the event of injury or disease or death during the period of the cover and arising during their employment with the Enabel in Uganda.

##### 1.1.1.3 Tasks

The scope of services shall include the following among others:

- Provide Workers Compensation Insurance services for all Enabel in Uganda staff in accordance with the relevant insurance laws of Uganda.
- Provide an extension of the Workers' Compensation cover to cover employees over a 24-hour period (Group Personal Accident).
- Provide technical advice to Enabel in Uganda regarding this insurance policy cover
- Regularly conduct a risk assessment under this policy and provide advice to Enabel in Uganda.
- Promptly process all claims by Enabel in Uganda and ensure that compensation is paid in accordance with the Act, Insurance Regulatory Authority and Labour office guidelines and or service level agreement between Enabel in Uganda and the insurer (Contractor).
- Provide reports to Enabel in Uganda as and when required regarding the management of this insurance policy.
- Keep full and accurate records regarding this policy and provide information to Enabel in Uganda promptly when required.
- Advise Enabel in Uganda of any innovations and products that are beneficial to Enabel in Uganda in respect of this policy

The following benefits under **Category A " shall be fully covered'** up to a Capital sum of 5 years' earnings.

- Accidental Death
- Permanent Total Disablement
- Death due to any of the 54 Occupational Scheduled diseases

The category A benefits are mandatory and must be fully covered. Category B is also mandatory, but the tenderer must propose their own limit of benefits which will be considered under the award criteria and will contribute to the overall score.

<b>Category A “Must be fully covered”</b>		
1.	Accidental Death	Fully covered to a capital sum of 5 years earnings
2.	Permanent Total Disablement	Fully covered to a capital sum of 5 years earnings
3.	Death due to any of the 54 Occupational Scheduled diseases	Fully covered to a capital sum of 5 years earnings
<b>Category B “Must be proposed” (where applicable, in UGX only)</b>		
1.	Permanent Partial Disablement	
2.	Temporary Total Disablement	
3.	Temporary Partial Disablement	
4.	Work related Sicknesses/ illnesses	
5.	Common Law Extension per occurrence	
6.	Common Law Extension in Aggregate	
7.	Burns Disfigurement	
8.	Motorcycling- Up to 750 Cc	
9.	Mobility/ Artificial Appliances	
10.	Emergency Transportation/Rescue	
11.	Riot, Strike Civil Commotion	
12.	Terrorism Extension	
13.	Geographical limit	
14.	Disappearance Clause-After 12 Months	
15.	Cover whilst under influence of prescribed drugs prescribed by a Medical Practitioner	
16.	Alcohol not exceeding the Legal Limit as per the Ugandan Law- 80mg/100ml	
17.	Medical Expenses Including Hospitalization- Limit per accident	
18.	Funeral Expenses- Limit per accident	
19.	Starvation, thirst and or exposure to dangerous elements	
20.	Claims Preparation Costs-per Accident	
21.	Repatriation/Body Transportation	
22.	Evacuation Costs	

23.	Crime Extension Benefit
24.	Seat Belt Extension Benefit
25.	Recruitment Expense Benefit
26.	Transport and other expenses per accident
27.	Accumulation
28.	Scope of Cover (days and hours)
29.	Age Limit

**In Addition, the Contractor should.**

- Indicate whether or not there is a stop claims limit and if so, indicate the limit.
- Provide details of claims/withdrawal procedures.
- Indicate the free cover limit, if applicable.
- Indicate complimentary benefits to the policy cover, if any.
- Provide draft policy documents and agreements for the cover.

**1.1.1.4 Deliverables**

1. Settlement of claims arising from injuries sustained during the period of the cover and arising during the course of their employment with Enabel in Uganda in accordance with the objectives of the cover.
2. Settlement of claims in the event arising from diseases during the period of the cover and arising during the course of their employment with Enabel in Uganda in accordance with the objectives of the cover.
3. Settlement of claims arising from death during the period of the cover and arising during the course of their employment with Enabel in Uganda in accordance with the objectives of the cover.

**1.1.2. Quality Management**

The services must comply in all respects with the contract documents. Even in the absence of detailed technical specifications in contract documents, the services must comply in all respects with good practice.

**1.1.3 Project Management**

A list of current staff with their gross salaries and duration of contract shall be submitted by the contract manager to the successful tenderer.

The contractor shall provide a detailed plan on how they intend to roll out the GPA insurance scheme at the beginning of the contract.

The contractor shall submit a full policy to this regard with a list of areas that are covered under the policy clearly indicating the exclusions to the policy cover if any.

The contractor shall provide a clear system of registration and identification of employees to the policy.

The contractor shall provide standard claim procedures and guidelines and indicate duration of reimbursement upon notification of a claim.

Provide details of claims/withdrawal procedures.

Provide detailed guidelines on how they will handle / calculate the exit and replacement of staff in the scheme.

The contractor shall take it upon themselves to organize information talks with all national staff in Kampala as well as those in the field. (Online or physical sessions).

Only the contracting authority represented by the contract manager shall exclusively inform the insurance company of new registrations, deregistration, replacement and extension by means of notification for this purpose as follows; -

In case of extension of the duration of the GPA insurance, the percentage rate for premium, training levy and stamp duty detailed in the price schedule attached shall apply.

The tenderer will propose the premium to be charged based on the total gross salary of the staff stated. This value may change (increase or decrease) depending on the total number of staff at a given time during the contract duration.

1. In case of new registration, the contract manager shall send to the contractor:

- The name (s) of the employees to be insured.
- The Gross salary of the employees to be insured.
- Indicate whether it is a replacement and indicate the staff being replaced.
- The name of the project and the project code. The duration of cover.

2. In case of deregistration, the contracting authority will immediately send to the contractor:

- The name(s) of staff whose contract has ended hence to be de-registered.
- The name of the project and project code.

3. In case of replacement, the contracting authority shall send to the contractor:

- The name(s) of new staff replacing the staff who left
- The Gross salary of the new employee (s)
- The Project and project code of the new staff
- The duration of cover.

Enabel reserves the right to demand an activity report at any time to the service provider. All correspondences between Enabel and the service provider must be through formal communication means (mail or email).

The contractor shall designate in their offer 2 focal persons. These shall be the only points of contact for all matters related to the contract between Enabel and the contractor. The same persons shall be responsible for the day-to-day relations and processing of claims.

The service provider shall send Enabel the following documents monthly:

- The summary statement of paid claims, recourse cashed.
- The state of known claims remaining to be settled as well as a statement of claims at the end of the premium period.

## 2. General Provisions

### 2.1 Derogations from the General Implementing Rules

Section 4, '*Specific contractual and administrative conditions*' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14.

### 2.2 Contracting authority

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

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

### 2.3 Institutional framework of Enabel

The general reference framework in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public law company<sup>2</sup>.
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

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

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonization and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>2</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

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

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

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

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization<sup>3</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, 12 December 2015.
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

## 2.4 Rules governing the public contract

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement<sup>4</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>5</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>6</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works<sup>7</sup>; • Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public Procurement contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019.
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.;

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

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

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

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

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

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

## 2.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender.

The contractor/service provider: The tenderer to whom the public contract is awarded.

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

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

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

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

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

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer; Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

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

BDA: Belgian Public Tender bulletin.

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development.

E-tendering: Through the E-tendering platform tenderers can submit and open electronic tenders/requests to participate.

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

Litigation: Court action.

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

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

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

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

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

## **2.6 Processing of personal data by the contracting authority and confidentiality**

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

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

### **Confidentiality**

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

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

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

## **2.7 Deontological obligations**

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

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

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

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

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

The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract.

The contracting authority will be allowed to proceed to any desk review or on-the-spot check, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

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

## **2.8 Applicable law and competent courts**

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

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

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult with 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 contract is a framework contract for services

### 3.2 Subject-matter of the public contract

The subject matter of the contract is the **Provision of Group Personnel Accidents (GPA) Insurance for Enabel in Uganda Staff under national contract.**

### 3.3 Items

This Procurement contract consists of the following items:

**Items 1:** GPA insurance under category A

**Item 2:** GPA insurance under category B

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

### 3.4 Duration of the public contract

The framework contract shall commence upon award notification and last for a duration of **4 calendar years** in accordance to Article 57 of the Law of 17 June 2016.

Implementation period for each order will be specified in each order to be sent by the contract manager.

Without prejudice to measures as of right, the contracting authority can terminate the public contract at the end of each year after notification sent by registered letter 30 calendar days before the anniversary date of the contract.

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

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

### 3.5 Quantity

The estimated quantities for this contract are given for information only for the bidders to understand the potential scope of the tender and are based on the number of the staff (193 staff with a national contract) at the time of tender launch. It is understood that staff numbers can increase or decrease at any time as contracts are signed or ended.

Enabel in Uganda shall send to the contractor at the beginning of each period a list of all national staff with;

- The name of the project and the code
- The duration of the Insurance cover for the applicable year

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### **3.6 Value of the contract**

The Maximum value of this contract shall be 500,000 EUR (2,000,000,000 UGX)

## 4. Specific Contractual Conditions

### 4.1 Deviations from the General Implementing Rules

These tender documents derogate from Art. 5, 2\* of the General Implementing Rules which excludes its application from insurance tenders.

All prices and premiums that shall result from tender must be quoted and settled in Uganda Shillings (UGX). This requirement is based on the fact that all calculations for premiums and prices are derived from the gross salaries of staff, which are themselves paid in UGX.

By ensuring that all financial transactions related to this tender are conducted in UGX, consistency is maintained between salary payments and contract premiums over the duration of the framework contract. This approach avoids discrepancies that may arise from currency conversions throughout the contract period.

-Given the nature of insurance contracts, payments will be made in advance after reception of each order invoice.

### 4.2 Managing official (Art. 11)

The managing official is Ms. Stella Olaboro, Human Resource Manager, e-mail: [stella.olaboro@enabel.be](mailto:stella.olaboro@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 contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

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

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject matter 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 contract are not part of the competence of the managing official. For such decisions, the contracting authority is represented as stipulated by the contracting authority.

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

### **4.3 Subcontractors (Art. 12 to 15)**

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

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

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

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

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

### **4.4 Confidentiality (art. 18)**

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

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

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, 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, do not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

## **4.5 Protection of personal data**

### **4.5.1 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.

### **4.5.2 Processing of personal data by a contractor**

During the performance of the contract, the contractor, acting as a controller (recipient), may process personal data of the contracting authority or process such data in order to comply with a legal obligation.

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

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

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor Article 28 §3 of the GDPR).

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing

of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

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

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

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

For domain names created under the 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 license 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 license in the procurement documents.

#### **4.7 Conformity of performance (Art. 34)**

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

#### **4.8 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.

#### **4.9 Changes to the public contract (Art. 37 to 38/19)**

##### **4.10.1 Replacement of the contractor (Art. 38/3)**

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

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

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

#### **4.10.2 Revision of prices (Art. 38/7)**

For this Procurement contract, price revisions are not permitted.

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

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

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

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavorable weather conditions, theft or other malicious acts.

#### **4.11 Unforeseen circumstances**

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

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

#### **4.12 Preliminary technical acceptance (Art. 42)**

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

#### **4.13 Performance modalities (Art. 146 et seq.)**

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

These services shall be performed as per the duration stated in section 3.5 Duration of the public contract

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

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

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

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

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

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

#### **4.16 Means of action of the contracting authority (Art. 44-51 and 154-155)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Regardless of the application of any fines for delay, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

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

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

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

§2 The measures as of right are:

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

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

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

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

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

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

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

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

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

The acceptance specified above is final.

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

The contractor sends (one copy only of) the invoices to the following address:

**Ms. Stella Olaboro**  
**Stella.olaboro@enabel.be**  
**Lower Kololo Terrace Road, Plot 1B**

The payment is due within 30 days from the receipt of the order invoice.

The insurance notice/ invoice will mention:

- the names of staff and their beneficiaries to be insured.
- the total premium payable.
- the duration of cover.
- the name of the project and the project code.
- Enable in Uganda, Lower Kololo Terrace, Plot 1b, Kampala, Uganda".
- the title of the contract: "Provision of GPA Insurance for Enabel in Uganda National Staff".
- the reference of the tender documents: "2800UGA-10243".
- the name of the contract manager (Ms. Stella Olaboro).

The invoice shall be in Uganda shillings (UGX).

In the event of new registration, deregistration and extension, payments will be done in accordance with section 1.1.1 "Technical methodology"

#### **4.20 Litigation (Art. 73)**

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

Tender Specifications – Procurement reference number – 2800UGA-10243

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

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

Enabel, public-law company

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Ms. Laura Jacobs rue Haute 147

1000 Brussels, Belgium

## 5. The Procurement Procedure

### 5.1 Type of procedure

This is an Open Procedure in application of Article 42 of the Law of 17<sup>th</sup> June 2016.

### 5.2 Publication

#### 5.2.1 Official notification

This contract is officially advertised in the Belgian Public Tender bulletin (via enotification).

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

#### 5.2.2 Enabel publication

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

The contract is also advertised on the Local newspapers in Uganda.

### 5.3 Information

The awarding of this contract is coordinated by the Contract Service Centre. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service / this person. (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 submission date, candidate-tenderers may ask questions about these Tender Specifications and the contract. Questions will be in writing to [uga\\_csc\\_contracts@enabel.be](mailto:uga_csc_contracts@enabel.be) and 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 to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

## **5.4 Preparation and Submission of the Tender**

### **5.4.1 Preparation of the tender**

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

#### **5.4.1.1 Content of tenders**

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

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

By submitting a tender, the tenderer automatically renounces 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
- Articles of Association
- Power of Attorney
- European Single Procurement Document (ESPD) (failure to submit it shall result in rejection of the bid)
- Financial Identification Form
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Subcontractor form (if applicable)
- Financial capacity form
- Proof of registration with the Insurance Regulatory Authority (IRA) of Uganda.

Prior to contract award, the successful tenderer shall be requested to submit the following documents:

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

#### **2. Technical Proposal**

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

List of Benefits offered as per minimum benefits offered in section 1 “technical specifications” of these tender documents (Max.7 pages)

Project and Quality management (Max. 3 Pages)

### **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 Uganda Shillings (UGX).

This procurement contract is a price-schedule contract, i.e., a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

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

Elements included in the price

- The tenderer is to include in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.
- The following are in particular included in the prices:
  - The administrative management and secretariat.
  - Travel, transportation, and insurance.
  - Documentation pertaining to the services.
  - Delivery of documents or records associated with the performance.
  - The packaging.
  - Training required for operation.
  - Where applicable, the measures imposed by occupational safety and worker health legislation.
- Customs and excise duties for equipment and products used.

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

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

#### **5.4.2 Submission of tenders**

Without prejudice to any variants, the tenderer shall submit only 1 tender.

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

**One original copy** of the completed tender shall be submitted **on paper (hard copy)**.

**Electronic copies** shall be submitted in **one PDF file on a USB stick**. The USB stick shall be inserted into the envelope containing the hard copy tender.

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

the tender specifications. In this case, the sealed envelope is put in a second closed envelope bearing the following information: Tender 2800UGA-10243 and addressed to;

**Enabel, Uganda**

**Contract Service Center**

**Lower Kololo Terrace, Plot 1B**

**P.O Box 40131 Kampala – Uganda**

Tender Specifications – Procurement reference number – 2800UGA-10243

The final date and time for receiving tenders is **15<sup>th</sup> April 2026, 2:15PM**, Kampala Time

#### **5.4.3 Modification or withdrawal of submitted tenders**

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

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

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

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

The withdrawal must be pure and simple.

#### **5.5 Opening of Tenders**

The bids must be in possession of the contracting authority before the date indicated above. The bids will be opened on **15<sup>th</sup> April 2026, 2:15PM**, Kampala Time and the tender opening is done publicly.

The tender opening session will take place at the address given above for the submission of tenders.

#### **5.6 Evaluation of Tenders**

##### **5.6.1 Selection of tenderers**

##### **Exclusion grounds**

The obligatory and facultative grounds for exclusion grounds are given in attachment to these Tender Specifications.

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

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

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

By submitting this tender together with the European Single Procurement Document (ESPD) the tenderer declares officially on his honour that:

1° he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion.

2° he fulfils the selection criteria established by the contracting authority in this contract;

The tenderer can either complete the ESPD given in attachment, or generate his document via the website: <https://ec.europa.eu/tools/espd/filter>

The contracting authority will ask the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, if necessary to ensure the smooth proceeding of the procedure. The tenderer is not required to submit any supporting documents or other evidence if and to the extent that the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

With the exception of the exclusion grounds relating to tax and social security, the tenderer that is in one of the mandatory or optional exclusion situations can prove on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organizational and personnel measures to prevent a new criminal offence or a new fault.

#### **Selection criteria**

Moreover, by means of the documents requested below, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully performed this public contract.

<b>1</b>	<b>Sufficient Economic and Financial Capacity</b>
Minimum standard	A minimum <b>average annual turnover of 1,000,000,000 UGX</b> during the past three financial years
<b>2</b>	<b>Sufficient Technical and Professional Capacity</b>
Minimum standard	Sufficient experience in providing GPA insurance services for corporate organizations of the same nature and scope in the sub-Saharan Africa <b>Minimum of 2 assignments</b> within the scope of the services which are totally and <b>successfully completed in the last 5 years</b>
<b>2.2</b>	<b>Sufficient human resources</b>

Minimum standard	List of the 2 focal persons
<b>3</b>	<b>Category A Benefits</b>
	<p>The following benefits are categorized as Category A “ Must be fully covered’ up to a Capital sum of 5 years’ earnings-</p> <ul style="list-style-type: none"> <li>• Accidental Death</li> <li>• Permanent Total Disablement</li> <li>• Death due to any of the 54 Occupational Scheduled diseases</li> </ul> <p>Reservations towards category A Benefits are not permitted, they and shall lead to disqualification from the procedure.</p>

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 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.

### **5.6.2 Modalities relating to tender examination and regularity of the tenders**

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

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

The substantially irregular tenders are excluded.

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

The following irregularities are deemed substantial:

1° failure to comply with environmental, social or labour law, provided that such noncompliance is punishable by law;

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

3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents.

4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several no substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

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

Without prejudice to Articles 6 and 69, clause 1, 5° of the Law a conflict of interest is considered any situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

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

### **5.6.3 Award criteria**

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria:

With regard to the award criteria, the following is proposed:

#### **Criteria 1: technical proposal: 70%**

The tenderer proposes a technical methodology and a project management plan based on the instructions given in the technical specifications. Under the technical methodology, a limit of benefits based on the instructions given in the technical specifications should be proposed. They are subject to evaluation according to the sub-criteria listed below: Please note that for each benefit under category B, the best tender obtains the maximum of the points for the sub-criterion, whereas the other tenders are graded in function of their relative distance from the best tender. The total will then be computed out of the maximum 'Limit of benefits' score.

N.	Qualitative Award Criteria	Max. Points:																																																																								
1.	<p data-bbox="352 219 927 253">Quality of the proposed Technical Methodology</p> <p data-bbox="363 309 852 376"><b>Category B “Must be proposed” (where applicable, in UGX only)</b></p> <p data-bbox="938 309 1166 376"><b>Sub criteria out of 100 points/100*</b></p> <table data-bbox="403 394 1129 2040"> <tr> <td data-bbox="403 394 443 427">1.</td> <td data-bbox="507 394 887 427">Permanent Partial Disablement</td> <td data-bbox="1011 394 1129 427">10 points</td> </tr> <tr> <td data-bbox="403 461 443 495">2.</td> <td data-bbox="507 461 868 495">Temporary Total Disablement</td> <td data-bbox="1011 461 1129 495">10 points</td> </tr> <tr> <td data-bbox="403 528 443 562">3.</td> <td data-bbox="507 528 887 562">Temporary Partial Disablement</td> <td data-bbox="1011 528 1129 562">5 points</td> </tr> <tr> <td data-bbox="403 595 443 629">4.</td> <td data-bbox="507 595 916 629">Work related Sicknesses/ illnesses</td> <td data-bbox="1011 595 1129 629">5 points</td> </tr> <tr> <td data-bbox="403 663 443 696">5.</td> <td data-bbox="507 663 916 696">Common Law Extension per occurrence</td> <td data-bbox="1011 663 1129 696">5 points</td> </tr> <tr> <td data-bbox="403 730 443 763">6.</td> <td data-bbox="507 730 916 763">Common Law Extension in Aggregate</td> <td data-bbox="1011 730 1129 763">5 points</td> </tr> <tr> <td data-bbox="403 797 443 831">7.</td> <td data-bbox="507 797 756 831">Burns Disfigurement</td> <td data-bbox="1011 797 1129 831">5 points</td> </tr> <tr> <td data-bbox="403 864 443 898">8.</td> <td data-bbox="507 864 836 898">Motorcycling- Up to 750 Cc</td> <td data-bbox="1011 864 1129 898">5 points</td> </tr> <tr> <td data-bbox="403 931 443 965">9.</td> <td data-bbox="507 931 868 965">Mobility/ Artificial Appliances</td> <td data-bbox="1011 931 1129 965">5 points</td> </tr> <tr> <td data-bbox="403 999 443 1032">10.</td> <td data-bbox="507 999 788 1032">Emergency Transportation/Rescue</td> <td data-bbox="1011 999 1129 1032">5 points</td> </tr> <tr> <td data-bbox="403 1066 443 1099">11.</td> <td data-bbox="507 1066 852 1099">Riot, Strike Civil Commotion</td> <td data-bbox="1011 1066 1129 1099">4 points</td> </tr> <tr> <td data-bbox="403 1133 443 1167">12.</td> <td data-bbox="507 1133 756 1167">Terrorism Extension</td> <td data-bbox="1011 1133 1129 1167">3 points</td> </tr> <tr> <td data-bbox="403 1200 443 1234">13.</td> <td data-bbox="507 1200 724 1234">Geographical limit</td> <td data-bbox="1011 1200 1129 1234">2 points</td> </tr> <tr> <td data-bbox="403 1267 443 1301">14.</td> <td data-bbox="507 1267 916 1301">Disappearance Clause-After 12 Months</td> <td data-bbox="1011 1267 1129 1301">2 points</td> </tr> <tr> <td data-bbox="403 1335 443 1368">15.</td> <td data-bbox="507 1335 916 1368">Cover whilst under influence of prescribed drugs prescribed by a Medical Practitioner</td> <td data-bbox="1011 1335 1129 1368">2 points</td> </tr> <tr> <td data-bbox="403 1402 443 1435">16.</td> <td data-bbox="507 1402 916 1435">Alcohol not exceeding the Legal Limit as per the Ugandan Law- 80mg/100ml</td> <td data-bbox="1011 1402 1129 1435">2 points</td> </tr> <tr> <td data-bbox="403 1469 443 1503">17.</td> <td data-bbox="507 1469 916 1503">Medical Expenses Including Hospitalization- Limit per accident</td> <td data-bbox="1011 1469 1129 1503">2 points</td> </tr> <tr> <td data-bbox="403 1536 443 1570">18.</td> <td data-bbox="507 1536 916 1570">Funeral Expenses- Limit per accident</td> <td data-bbox="1011 1536 1129 1570">2 points</td> </tr> <tr> <td data-bbox="403 1603 443 1637">19.</td> <td data-bbox="507 1603 916 1637">Starvation, thirst and or exposure to dangerous elements</td> <td data-bbox="1011 1603 1129 1637">2 points</td> </tr> <tr> <td data-bbox="403 1671 443 1704">20.</td> <td data-bbox="507 1671 916 1704">Claims Preparation Costs-per Accident</td> <td data-bbox="1011 1671 1129 1704">2 points</td> </tr> <tr> <td data-bbox="403 1738 443 1771">21.</td> <td data-bbox="507 1738 724 1771">Repatriation/Body Transportation</td> <td data-bbox="1011 1738 1129 1771">2 points</td> </tr> <tr> <td data-bbox="403 1805 443 1839">22.</td> <td data-bbox="507 1805 708 1839">Evacuation Costs</td> <td data-bbox="1011 1805 1129 1839">2 points</td> </tr> <tr> <td data-bbox="403 1872 443 1906">23.</td> <td data-bbox="507 1872 804 1906">Crime Extension Benefit</td> <td data-bbox="1011 1872 1129 1906">2 points</td> </tr> <tr> <td data-bbox="403 1939 443 1973">24.</td> <td data-bbox="507 1939 836 1973">Seat Belt Extension Benefit</td> <td data-bbox="1011 1939 1129 1973">2 points</td> </tr> </table>	1.	Permanent Partial Disablement	10 points	2.	Temporary Total Disablement	10 points	3.	Temporary Partial Disablement	5 points	4.	Work related Sicknesses/ illnesses	5 points	5.	Common Law Extension per occurrence	5 points	6.	Common Law Extension in Aggregate	5 points	7.	Burns Disfigurement	5 points	8.	Motorcycling- Up to 750 Cc	5 points	9.	Mobility/ Artificial Appliances	5 points	10.	Emergency Transportation/Rescue	5 points	11.	Riot, Strike Civil Commotion	4 points	12.	Terrorism Extension	3 points	13.	Geographical limit	2 points	14.	Disappearance Clause-After 12 Months	2 points	15.	Cover whilst under influence of prescribed drugs prescribed by a Medical Practitioner	2 points	16.	Alcohol not exceeding the Legal Limit as per the Ugandan Law- 80mg/100ml	2 points	17.	Medical Expenses Including Hospitalization- Limit per accident	2 points	18.	Funeral Expenses- Limit per accident	2 points	19.	Starvation, thirst and or exposure to dangerous elements	2 points	20.	Claims Preparation Costs-per Accident	2 points	21.	Repatriation/Body Transportation	2 points	22.	Evacuation Costs	2 points	23.	Crime Extension Benefit	2 points	24.	Seat Belt Extension Benefit	2 points	
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	25. Recruitment Expense Benefit	2 points	
	26. Transport and other expenses per accident	2 points	
	27. Accumulation	2 points	
	28. Scope of Cover (days and hours)	1 point	
	29. Age Limit	2 points	
2.	Quality of the proposed Quality and project Management		10

**Criteria 2: Price :30%**

The proposed price shall include Premium charged inclusive of Training levy of 0.5% and stamp duty.

**5.6.4 Final score**

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

**5.7 Award and Conclusion of the Contract**

**5.7.1 Awarding the public contract**

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

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

**5.7.2 Concluding the public contract**

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

Notification is via e-mail.

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

- These Tender Specifications and its annexes;
- The 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 Procedural Documents – Tender Forms

#### 6.1.1 ADMINISTRATIVE PROPOSAL

Legal person entity private/public legal body

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

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

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

③ **Registration number in the national register of the entity.**

Public law entity

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

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

**Financial Identification Form**

<b>BANKING DETAILS</b>	
ACCOUNT NAME	
IBAN/ ACCOUNT NUMBER	
CURRENCYBIC/SWIFT CODE	
BANK NAME	

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)
NAME AND .....	

### **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 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 zation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganization, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Such serious professional misconduct is also considered:

- 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 as an element.

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

failures have given rise to measures as of right, damages or another comparable sanction.

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

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

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

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

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

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

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

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

For Belgium:

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

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

.....

Place, date

**Integrity statement for the tenderers**

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

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

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

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

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

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

Place, date

### 6.1.2 Qualitative selection

#### Selection file – economic and financial capacity

Financial statement

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

Financial data	Year -1 UGX	Year-2 UGX	Last Year UGX	Average UGX
Annual turnover, excluding this Public Contract				

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

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**Selection file – technical aptitude (See Art. 68 of the Royal Decree of 18.04.2017)**

List of main similar assignments

Description of the main similar assignments totally performed	In Sub-Saharan Africa (min 2)	Amount involved	Completion date in the last 3 years (only totally performed assignments)	Name of the public or Private bodies

**Certificate of Completion**

For each of the assignments listed, the tenderer must provide in the administrative proposal as annexes to this form the certificate of completion/acceptance or any supporting documents like invoice approved by the entity which awarded the contract.

**6.1.3 TECHNICAL PROPOSAL**

The technical proposal may be presented in free format, but it shall not exceed ten pages. Its shall include the list of category B benefits offered and the quality and project management plan

*Limit of benefits*

*Do NOT change the table below. Reservations are not permitted. Benefits under category A must be “fully covered to a capital sum of 5 years earnings”. Benefits under category B must be proposed in UGX by the tenderer. Tenderers must clearly state if benefits are “per accident, “fully covered “or add a description (if indeed necessary).*

Category A “Must be fully covered”		
1.	Accidental Death	Fully covered to a capital sum of 5 years earnings
2.	Permanent Total Disablement	Fully covered to a capital sum of 5 years earnings
3.	Death due to any of the 54 Occupational Scheduled diseases	Fully covered to a capital sum of 5 years earnings
Category B “Must be proposed” (where applicable, in UGX only)		Sub criteria out of 100 points/100*60 (cf. point 5.4.2 “Evaluation of tenders”)
1.	Permanent Partial Disablement	...
2.	Temporary Total Disablement	...
3.	Temporary Partial Disablement	...

4.	Work related Sicknesses/ illnesses	...
5.	Common Law Extension per occurrence	...
6.	Common Law Extension in Aggregate	...
7.	Burns Disfigurement	...
8.	Motorcycling- Up to 750 Cc	...
9.	Mobility/ Artificial Appliances	...
10.	Emergency Transportation/Rescue	...
11.	Riot, Strike Civil Commotion	...
12.	Terrorism Extension	...
13.	Geographical limit	...
14.	Disappearance Clause-After 12 Months	...
15.	Cover whilst under influence of prescribed drugs prescribed by a Medical Practitioner	...
16.	Alcohol not exceeding the Legal Limit as per the Ugandan Law- 80mg/100ml	...
17.	Medical Expenses Including Hospitalization- Limit per accident	...
18.	Funeral Expenses- Limit per accident	...
19.	Starvation, thirst and or exposure to dangerous elements	...
20.	Claims Preparation Costs-per Accident	...
21.	Repatriation/Body Transportation	...
22.	Evacuation Costs	...
23.	Crime Extension Benefit	...
24.	Seat Belt Extension Benefit	...
25.	Recruitment Expense Benefit	...
26.	Transport and other expenses per accident	...
27.	Accumulation	...
28.	Scope of Cover (days and hours)	...
29.	Age Limit	...

NOTE: the tenderer shall add a quality and project management plan to their technical proposal.

List of the 2 focal persons

List of the 2 focal persons from the insurance company (no brokers) for all matters related to the contract between Enabel and the contractor	
Focal person 1	...
Email:	...
Phone number:	...
Focal person 2	...
Email:	...
Phone number:	...

#### 6.1.4 Tender Forms – prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications 2800UGA-10243 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 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 UGX and exclusive of VAT:

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

<b>PRICES</b>			
<b>Description</b>	<b>Gross salary for 193 staff for 4 years (60 months)</b>	<b>Premium percentage (%) in UGX excl. VAT</b>	<b>Total Price (Premium charged) in UGX excl. VAT</b>
Provision of GPA Insurance for Enabel Uganda National Staff	90,000,000,000UGX		
<b>Training / IIU Levy Percentage (%)</b>			
<b>Stamp Duty</b>			
<b>VAT percentage (%) (if applicable):</b>			
<b>Fixed total price (Overall total Premium)</b>			
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda			

Name and first name: .....

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

Place and date: .....

Signature: .....