



Tender Specifications

Public procurement contract for an interactive bulk SMS service from an already existing platform enabling one-way or two-way communication and data collection.

Negotiated Procedure without Prior Publication

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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 1. Technical Specifications

1.1 Requirements for the services and the deliverables

1.1.1 Technical methodology

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

1.1.1.1 Background

In cooperation with the Ministry of Education and Sports, Enabel in Uganda is implementing the WeLearn/Weteach project, which aims to increase inclusive access to lower secondary schools and to transparently ensure the right to safe and quality education for vulnerable groups. With the overarching aim of boosting equal Learning opportunities, the intervention seeks to increase access, retention levels, and completion of quality Lower Secondary Education.

In many secondary schools, strong communication between schools and parents is essential for student success. Yet, traditional methods such as printed letters, emails, or messages delivered through students often fail to be timely or reliable. Research shows that parents frequently receive critical information—such as exam schedules, school closures, or behavioral concerns—too late or not at all. By contrast, SMS provides instant delivery, ensuring parents receive time-sensitive updates in real-time (UNESCO, 2020).

Several persistent challenges make SMS an especially valuable solution:

- **Delayed or missing information:** Parents often miss important updates. SMS guarantees direct and immediate communication for parents that do not have smartphones or WhatsApp.
- **Low parental engagement:** Many parents remain unaware of their child’s academic progress until it is too late. Regular SMS updates on attendance, grades, and homework promote accountability and involvement (World Bank, 2021).
- **Literacy and language barriers:** Emails or printed newsletters may be ignored or misunderstood, particularly by parents with limited literacy or proficiency in the official school language. SMS messages can be short, simple, and translated into local languages to improve clarity and inclusiveness. Or translated to audio-messages for parents that are illiterate.

- **Unreliable intermediaries:** Relying on students to deliver important messages from school to their parents is risky; messages may be lost or altered. Direct SMS reduces this dependency.
- **Limited internet access:** Many parents lack internet or smartphones. SMS works on basic mobile phones without internet, making it cost-effective and widely accessible.
- **Emergency communication:** In cases of natural disasters or health incidents, schools require fast and reliable channels. SMS ensures immediate alerts that may be critical in emergencies (GSMA, 2019).

Given that mobile phone usage is widespread in lower-income communities, SMS presents a reliable, fast, and inclusive communication method. This project aims to enhance communication between schools and stakeholders including parents and teachers participating in WeLearn/WeTeach programs—through a system of SMS and short interactive voice and text message trails in local languages. These will help schools share updates, provide learning tips, and distribute useful educational information.

1.1.1.2 Objective

The general objective of this SMS project is to strengthen communication between institutions and their stakeholders. The SMS system has two core objectives:

1. Enable schools and institutions to share important messages with parents and community members, including interactive quiz questions to increase engagement.
2. Support schools and institutions in collecting quick feedback through SMS surveys, thereby promoting active citizenship.

1.2 Specific requirements

1.2.1 Technical specifications

Enabel is looking to procure services from an existing SMS system. The SMS platform should operate at a low-cost, making it suitable for sustainable use in rural communities beyond Enabel's support. Enabel seeks to have an account on an existing digital SMS platform that can manage multiple users, each able to manage their own messages and target groups independently of the Enabel portfolio.

The tenderer shall complete their tender with one **basic tender** which is mandatory to bid for. In addition to the basic tender, tenderer might propose one or more authorised options (updates to the basic tender) based on a system that can accommodate different options, each option adding a level of complexity, of messaging with following technical specifications. The tenderer shall submit an offer based on their existing capabilities for one or both.

The technical requirements for basic tender/ mandatory tender to be submitted are explained below:

Basic tender: One way communication (text): Bulk and targeted message one way delivery to recipients.

Category / Technical Requirement	Basic tender: One-Way Text
Core Use	Bulk/targeted SMS updates & reminders
Message Management	Bulk, scheduled, recurring, templates
Surveys / Campaigns / Training	Campaign
Multi-User Support	100 accounts that can upload their own airtime and manage their own workflows
Reporting & Analytics	Delivery status + conditional reports at account level
User Access Control	Basic roles for sending messages
Data Privacy	Opt-in/opt-out, encrypted SMS in compliance with Uganda's Data Protection & Privacy act https://pdpo.go.ug/ .
System Design	Web-based, mobile-friendly, offline, flexible templates by multiple users
Capacity & Coverage	10,000+ SMS/month, all telecoms, Unicode/local languages
Scalability	Ability to reach at least 10,000 individual users within 21 months
Points Allocation	Meets minimum (baseline)

Authorized options

The tenderer may propose in same document as basic tender but in separate sections of the bid the authorized (non mandatory) options to be considered in the messaging system as per the technical requirements below:

1. **Option 1:** in addition to the requirements of the basic tender, option 1 will provide **2-way communication (text): Interactive messaging allowing recipients to reply;**

Category / Technical Requirement	Authorized Option 1: Two-Way Text
Core Use	Interactive SMS (feedback, confirmations, meeting requests, answers) from recipients.
Message Management	One-on-one messaging + automated workflows

Surveys / Campaigns / Training	Surveys & training modules
Two-Way Messaging	Real-time interaction via text
Reporting & Analytics	Filterable history, engagement metrics and exportable conditional reports
User Access Control	Expanded roles for sending and receiving messages
Data Privacy	Opt-in/opt-out, encrypted SMS in compliance with Uganda's Data Protection & Privacy act. https://pdpo.go.ug/ , extended for text interaction logs
Points Allocation	Adds interactivity (medium cost)

Option 2: in addition to the requirements of the basic tender and option 1, option 2 provides **2-way communication (voice and text): Ability to send and receive voice messages, including conversion of text to audio, and vice versa, for non-literate users;**

Category / Technical Requirement	Option 2: Two-Way Voice + Text (IVR)
Core Use	Interactive SMS + IVR (ability to upload voice messages)
Message Management	Text + Voice workflows (templates in both formats)
Surveys / Campaigns / Training	Advanced surveys (text + voice)
Two-Way Messaging	Real-time interaction via text + voice
Reporting & Analytics	Filterable history, engagement metrics and exportable conditional reports + voice responses translated into text
User Access Control	Expanded roles for sending and receiving messages, plus audit logs for voice
Data Privacy	Opt-in/opt-out, encrypted SMS in compliance with Uganda's Data Protection & Privacy act. https://pdpo.go.ug/ , extended for text interaction logs and extended for voice data compliance
Scalability	Ability to reach at least 10,000 individual users within 21 months, with additional voice functionality
Advanced Features	IVR (non-literate), SMS + voice Survey/polls

1.2.2 Tasks

The contractor shall be responsible for the performance of the tasks below:

Phase 1: Setting up and testing the SMS system.

During the setting up phase, the contractor is expected to produce the following deliverables:

1. Provide a functional flexible SMS system (as per specifications of the selected basic tender and any accepted option(s)).
2. Create 1 umbrella account for Enabel to send out messages to contacts via the SMS system.
3. Create up to 100 partner accounts under the Enabel umbrella account to send out messages to number of contacts (At least 10,000). These accounts shall be set up in a way that allows individual users/partners/entities to take over their accounts after the end of the contract with Enabel.
4. Test the SMS system in practice. The exact test process should be explained in detail in the technical proposal. It should have following minimum viable KPIs.
 - **Contact Upload Success Rate** – 75% of contacts easily uploaded from Excel on the system into different contact groups.
 - **Delivery Rate** – 75% of contacts in the database who successfully receive the SMS messages.
 - **Response Test** – Replies received in the system from contacts that interact with the system.
 - **Data Capture Accuracy** – Text + audio + transcription to text collected without mistakes for option1 and option 2
 - **Automated Analysis Output** – collected data is automatically analyzed and presented in an M&E-ready format e.g., Excel, graphs etc.
 - **User Role Functionality** – System supports multiple account types (administrator, editor, viewer) with permissions and smooth switching between roles.
5. **System Reliability & Speed** – Instant sending, receiving, and processing messages. Provide a report of the SMS system, test, and up-to-date user manual describing how the system works, should be managed, and data is analyzed to the contracting manager.

Phase 2: Training and capacity strengthening on SMS system.

During the 2nd phase, for whichever system is selected e, the contractor is expected to produce the following deliverables:

1. Conduct a training session for 2 distinct groups of Platform users.
 - One 1- day workshop (9:00-17:00) with 15 participants Enabel project Team.

- One 1-day workshop (9:00-17:00) in each region with 40 Principals (half day) and System managers (full day).

(One training for 40 participants in Busoga (Jinja), one training for 40 participants in Rwenzori (Fort Portal) and one training for 50 participants (West-Nile).

Beneficiaries	Busoga Region	Rwenzori region	West-Nile region
Principles (half day) and System Managers (1 day)	40 (20 +20)	40 (20+20)	50 (25+25)
Enabel staff	5	5	5
Total	45	45	55

2. Provide a joint report and recommendations to the contracting manager of the 2 training courses including:

- Agenda
- Attendance list
- Pictures of the workshop
- A 5 pages overview of the discussion and the lessons learned
- As annex an evaluation report of each workshop

NOTE: The contractor shall be responsible for all the logistical needs of their team during these workshops. This may include transportation and accommodation of the team during field missions, workshop fees (where necessary) etc. Enabel shall therefore not make any logistical arrangements for the contractor’s teams. Enabel will cover transport of participants and costs related to conference facilities for the workshops.

Phase 3 –: Monitoring & Support

For basic tender or any option if selected, phase 3 shall last a duration of 18 months and shall be divided into quarterly sessions where the contractor is expected to produce the following deliverables per quarter (after every 3 months):

Technical backstopping

- The provider shall offer technical support with a maximum response time of 4 hours for critical incidents.
- Regular software updates and security patches shall be provided throughout the contract period.
- Provide remote technical backstopping for Admins of the SMS system (max 12 hours / quarter), and provide a monthly report

- Attend quarterly review and Improvement meetings (max 4 hours per quarter including preparation).
- For option 2: automatic transfer of text messages into audio recording and from audio recording to text messages.
- Provide a quarterly report

Each quarter shall last 3 months. Once the quarterly report is approved by the contract manager, payment for that quarter shall be initiated.

Phase 4: Refresher capacity strengthening training and evaluation/reflection workshop

During the 4th phase, the contractor is expected to produce the following deliverables:

1. Organize a 1-day evaluation / reflection workshop with all admins (Kampala).
2. Organize 1 day refresher training for all admins - 15 Enabel staff and 75 system managers. (One training for 30 participants in Busoga (Jinja), one training for 30 participants in Rwenzori (Fort Portal), and one for 30 participants in West-Nile (Adjumani).

Beneficiaries	Busoga Region	Rwenzori region	West-Nile Region
System Managers	25	25	25
Enabel staff	5	5	5
Total	30	30	30

Provide a joint report and recommendations to the contracting manager of the workshop including:

- Agenda
- Attendance list
- Pictures of the workshop
- Admin guide and SOPs
- A 5 pages overview of the discussion and the lessons learned
- As annex an evaluation report of each workshop

NOTE: The contractor shall be responsible for all the logistical needs of their team during these workshops. This may include transportation and accommodation of the team during field missions, workshop fees (where necessary) etc. Enabel shall therefore not make any logistical arrangements for the contractor's teams. Enabel will cover transport of participants and costs related to conference facilities for the workshops.

Phase 5: Handover, evaluation and reflection

1. Update the admin manual and SOPs
2. Organize a 1/2-day reflection workshop with all admins (Kampala)
3. Organize a 1/2-day sharing workshop with all admins and interested stakeholders (Kampala)
4. Provide a final report and recommendations to the contracting manager of the project and the workshop finding including:
 - Agenda
 - Attendance list
 - Pictures of the workshop
 - An update manual and SOP
 - A 10-page final report
 - A 5 pages overview of the discussion and the lessons learned during the workshop
 - As annex an evaluation report of each workshop

1.1.2 Quality management

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

The Contractor shall use these principles to ensure the quality of their service and to monitor the satisfaction of those involved in all aspects of the activities. Evaluation of the performance will be conducted by the Contracting Authority on a regular basis to assess the level of the quality of services provided, the key experts' capacity, and participant's satisfaction.

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

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

1.1.3 Project Management

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

In any case the inception meeting cannot be interpreted as an occasion for amending the awarded contract.

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

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

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

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

The Contractor must also ensure timely and accurate invoicing for services delivered as well as any required reporting. All deliverables outlined will be submitted for approval and endorsement to the Contract Manager.

1.2.4 Place of delivery

The service shall be performed at the contractor's premises. The workshops shall take place in Busoga, Rwenzori, West Nile and Acholi regions at venues identified by the contracting authority.

1.2.5 Ancillary services

The tenderer shall provide full training of all users, taking them through user manuals, tutorials and responsive technical support using ticketing, phone calls, and emails.

1.2.4 Indicative timelines

The timelines for the activities are as below:

Phase	Duration
Phase 1: Setting up and testing of a functional SMS system.	1 month
Phase 2: Training and capacity strengthening of administrators (Enabel staff, headteachers and deputy headteachers or representatives)	0.5 months

Phase 3: Monitoring & Support	18 months
Phase 4: Refresher capacity strengthening training and revaluation / reflection workshop	0.5 months
Phase 5: Handover, evaluation and reflection	1 month
Total Duration	21 months

1.1.2 Requirements for the resources

1.1.2.1 Human resources

Composition of the team	<ul style="list-style-type: none"> • Senior Expert/Coordinator • Junior Expert
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The Contractor shall be responsible for presenting a pool of two experts that shall cover all the contents of this contract. One of the experts should also serve as the coordinator for this contract.

Lead Expert/Coordinator

The senior coordinator shall be the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact (expert coordinator) and if necessary, his/her replacement must fulfil the requirements set in the terms of reference. Similarly, the Contracting Authority will designate a contact person.

All communications and exchange of information between the Contracting Authority and the Contractor during the contract period shall be held in writing or email, in English, and be addressed to the Contractor's single point of contact and to the contact person in the Contracting Authority respectively. The expert coordinator shall need to closely collaborate with the Contracting Authority to ensure that the quality of the assignment meets the standards set. In addition, he/she shall safeguard that the requirements described in this tender are being kept.

Other Expert

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

1.1.2.2 Management of the Team

The contracting authority reserves the right to suggest the replacement of an expert if his/her performance is not satisfactory to the contracting authority.

The contractor shall ensure that there is a back-up expert readily available for the replacement of the failing expert. Should the expert be unavailable for more than 7 days for any reason, the back-up expert CV must be proposed at short notice for approval by contracting authority.

The back-up expert shall continue the implementation at the required standards. In case of unavailability of a team member, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment per the Tender. Efficient communication and sharing of experience must be put in place within the team.

1.1.2.3 Qualifications of the Team

Mandatory requirements for the Team Lead/Coordinator:

- Master degree in Information Technology or Computer Science or Telecommunications Engineering or Software Engineering or any related field;
- Minimum of 5 years of professional experience in configuring and managing bulk SMS systems or similar messaging technologies.
- Demonstrated experience with SMS gateway platforms, APIs and integrating them with databases or MIS.

Other non-mandatory requirements

- Demonstrated experience in project management
- Ability to develop and manage SMS APIs, dashboards, and delivery reports.
- Understanding of data protection regulations, privacy standards, and secure handling of contact databases.
- Ability to write clear and concise technical and performance reports.
- Good interpersonal and communication skills to engage with project teams and client institutions.
- Proven capability to diagnose and resolve SMS delivery or system integration issues quickly and effectively.
- Fluency in spoken and written English.
- Must be available to provide technical support during the implementation period, including rapid response to system downtime or delays.
- Professional certifications in ICT, networking, telecommunications, or project management (e.g., ITIL, PMP, CompTIA).
- Experience in designing and delivering targeted SMS campaigns, especially for the education, health, or civic engagement sectors.
- Experience in providing bulk messaging services to government ministries, donor-funded projects, or education systems.

- Proficiency in local languages is desirable for message customization and user support.
- Ability to propose innovative solutions for message scheduling, delivery optimization, or user engagement.

Mandatory requirements for the other Expert:

- Bachelor's degree in information technology or computer science or Telecommunications Engineering or Software Engineering or any related field.
- Minimum of 2 years of professional experience in configuring and managing bulk SMS systems or similar messaging technologies.
- Demonstrated experience with SMS gateway platforms, APIs and integrating them with databases or MIS.

Other non-mandatory requirements

- Ability to develop and manage SMS APIs, dashboards, and delivery reports.
- Understanding of data protection regulations, privacy standards, and secure handling of contact databases.
- Ability to write clear and concise technical and performance reports.
- Good interpersonal and communication skills to engage with project teams and client institutions.
- Proven capability to diagnose and resolve SMS delivery or system integration issues quickly and effectively.
- Fluency in spoken and written English.
- Must be available to provide technical support during the implementation period, including rapid response to system downtime or delays.
- Professional certifications in ICT, networking, telecommunications, or project management (e.g., ITIL, PMP, CompTIA).
- Experience in designing and delivering targeted SMS campaigns, especially for the education, health, or civic engagement sectors.
- Experience in providing bulk messaging services to government ministries, donor-funded projects, or education systems.
- Proficiency in local languages is desirable for message customization and user support.
- Ability to propose innovative solutions for message scheduling, delivery optimization, or user engagement.

1.1.2.4 Deployment of the Team

The contractor shall be responsible to present the 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 above in section 1.2, "Specific requirements".

1.1.2.5 Other resources and logistics

The contractor shall be responsible for all the logistical needs of their team during this assignment. This may include transportation and accommodation of the team during field missions, workshop fees (where necessary) etc. Enabel shall therefore not make any logistical arrangements for the contractor's teams. Enabel will cover transport of participants and costs related to conference facilities for the workshops.

2 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:

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

2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁴;

² Belgian Official Gazette of 18 November 2008.

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

⁴ Belgian Official Gazette 14 July 2016.

- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁶;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;

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

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

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

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

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

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

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

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

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

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

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

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

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

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a

procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

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

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

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

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

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

2.6 Processing of personal data by the contracting authority and confidentiality

2.6.1 Processing of personal data by the contracting authority

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

2.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will

only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

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

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

2.7 Deontological obligations

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

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

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

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

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

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

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

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

2.8 Applicable law and competent courts

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

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

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

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

3 3. Modalities of the contract

3.1 Type of contract

This procurement contract is a services contract.

3.2 Scope of the contract

3.2.1 Subject-matter

This services procurement contract consists in providing an interactive bulk SMS service from an already existing platform enabling one-way or two-way communication and data collection in conformity with the conditions of these Tender Specifications.

3.2.2 Items

The procurement contract consists of the items above in section 1.2.1, “technical specifications.”

The tender is formed of **1 basic tender** and the tenderer may submit **one or two** authorised **options**. The tenderer must submit technical offer and price quotations for all items under the basic tender and any of the authorised options they intend to submit for.

3.2.4 Options

For this procedure, options are permitted and they shall be presented in same bid document but a separate section of the bid.

The tenderer shall submit the basic tender or else the bid shall be rejected for substantial irregularity.

In addition to the basic tender, the tenderer may propose either one or 2 authorised options. The options submitted must be identified and labelled in a way that they can be correctly grouped during the assessment of tenders and they shall meet the minimum requirements stated under each option (see section 1 “1. Technical Specifications”).

3.5 Duration of the contract

The contract starts the day following the tender awarding and has duration of 24 months including the approval and payment and closure.

The implementation period starts the day following inception meeting date and lasts for **21 months**.

4 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 General Implementing Rules ("Performance bond (Art. 25-33)").

4.1 Managing official (Art. 11)

The managing official is Joeri Leysen, email: joeri.leysen@enabel.be who will be supported by Mitte Scheldeman, email: mitte.scheldeman@enabel.be.

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

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

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

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

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

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

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

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public

contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

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

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by a subcontractor

PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT)

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

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

4.6 Performance bond (Art. 25 to 33)

The performance bond is set at 5% of the total value, excluding VAT, of the procurement contract in case the contract value exceeds 50,000 Euros. The value thus obtained is rounded up to the nearest 10 euros.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.7 Conformity of performance (Art. 34)

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

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

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

§1 Scope: The clause may be applied in case the contractor is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 GIR) or after taking an ex officio measure (art. 47 GIR).

§2 Nature of the amendment: In derogation of art. 47, §2, °3 GIR, the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the contractor already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new contractor.

§3 Conditions under which this revision clause may be used:

Provided that they meet the selection criteria, and the exclusion criteria set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the contractor's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of bids under the original award procedure. If this is not the case, the contracting authority will close a contract for account as referred to in the second paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of tenders under the original award procedure, provided that he meets the selection criteria, and the exclusion criteria set out in this document.

To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the Contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of bids under the original award procedure (after exclusion of the initial contractor), the contracting authority shall address itself:

1° either successively, according to the ranking, to the other regular tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his bid. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account;

2° or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the

conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria.

The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new contractor. If the contract has already been partially executed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial contractor and compared to the original tender of the new contractor. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new contractor), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial contractor by electronic transmission, in deviation from art. 47, §3, paragraph 3 GIR. If, following the application of an ex officio measure (art. 47 GIR), the price of the new contract for account concluded is higher than that of the initial contract, the initial contractor shall bear the additional costs.

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the

materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts. The contractor has a right to damages for suspensions ordered by the contracting authority when:

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

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

4.8.4 Unforeseen circumstances

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

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

4.9 Preliminary technical acceptance (Art. 42)

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

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services must be performed within a contract duration of 24 months as from the day after the date of the kick-off meeting. The actual implementation duration is 21 months.

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

The services will be performed at the addresses mention in section in section 1.2.4 “Place of delivery”:

4.11 Inspection of the services (Art. 150)

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

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

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

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

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

4.13 Zero tolerance Sexual exploitation and abuse

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

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

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

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

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

the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

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

4.14.1 Failure of performance (Art. 44)

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

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

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

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

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

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

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

4.14.2 Fines for delay (Art. 46 and 154)

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

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

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

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

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

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

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

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

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

4.15 End of the procurement contract

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

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

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

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

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the

acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

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

Payment shall be made within 30 days after submission and approval of the invoice. Only services that have been performed correctly may be invoiced.

The invoice shows the full details of the works that justify the payment. The invoice shall be signed and dated and shall include the statement: 'Certified true and sincere for the amount of EUR (Amount in words)' and the reference UGA22008-10143 as well as the title of the tender. The invoice that does not include this reference cannot be paid.

The invoice address shall be addressed to:

Tabitha Nandera

Email: tabitha.nandera@enabel.be

Financial Controller, WeLearn/We Teach Project

Plot 11 Nile Crescent Rd, Jinja

Only services that have been performed correctly may be invoiced. The invoice must be in **EUROS**.

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

The payment will be done after approval of deliverables in accordance to the following instalments:

Phases	Description	Payment Instalments
Phase 1	Approval of the Setting up and testing the SMS system reports	100% corresponding amount
Phase 2	Approval of Training and capacity strengthening of administrators reports	100% corresponding amount
Phase 3	Monitoring & Support	Quarterly payment for corresponding amount
Phase 4	Approval of Refresher capacity strengthening training / reflection workshop report	100% corresponding amount

Phase 5	Handover Evaluation and final report approval	100% corresponding amount
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Advance payment:

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

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

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

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

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

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

The first half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches thirty per cent of the original order amount and the second half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches sixty per cent of the original order amount. The aforementioned amounts shall be understood as amounts inclusive of value-added tax.

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

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

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

4.16 Litigation (Art. 73)

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

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

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

Enabel, public-law company

Logistics and Acquisitions service (L&A) To the attention
of Mrs Laura Jacobs

Rue Haute 147

1000 Brussels

Belgium

5 Procurement procedure

5.1 Type of procedure

This is a Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

5.2 Publication

5.2.1 Enabel publication

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

The procurement contract is also published in newspapers.

5.3 Information

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

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

The Contracting Authority shall organize a compulsory information session/pre-bid meeting at the time and date specified below:

Public procurement contract for an interactive bulk SMS service from an already existing platform enabling one-way or two-way communication and data collection.	17th April 2026 at 10:00 am Kampala time Online Meeting + MS Teams Online Meeting https://shorturl.at/SIYbD
--	--

	Meeting ID: 399 534 658 920 365 Passcode: Bu2e6QG3
--	---

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 (along with an account confirmation letter from the bank. This account may not change throughout the contract duration and implementation).
- Powers of attorney
- Certificate of registration/Incorporation
- Declaration on honour – exclusion criteria form
- Integrity statement form
- Technical capacity file (with supporting documents)
- Subcontractor form (if applicable)
- Financial capacity file (with supporting documents)

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

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

2. Technical Proposal

The technical proposal may be presented in free format. It shall not exceed 10 pages, not counting the CVs. It shall respect the following page limit and structure:

- Technical Approach and Methodology.
- System functionality.
- Data Security and Compliance.
- Sustainability.

If the tenderer submits for either of the authorised options, the technical proposal for the options shall also follow the above format

3. Financial Proposal

The tenderer shall use the tender forms included in the corresponding section of the Annex for the basic tender and any option proposed.

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;
- 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;
- All taxes applicable under the Laws of Uganda including the withholding taxes;

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

Each tenderer shall submit one offer for the basic tender may also submit for the authorised options. The basic tender and options must be sent separately, with emails clearly labelled for identification during evaluation.

The tenderer submits his tender as follows:

The duly completed and signed tender shall be **submitted only by e-mail to; uga_csc_tenders@enabel.be** and only as attachments and not via a link to a platform.

The files shall be clearly named and structured, labelled and submitted in a compressed zip folder clearly marked as “tender + Reference number and title of the tender”. 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. The tenderer shall submit all parts of the tender before the deadline, parts of the tender that are submitted after the deadline shall render it inadmissible.

Tender shall be received by the Contracting Authority no later than **4th May 2026 at 10:00 am, Kampala time**. Requests for participation or tenders that arrive late will not be accepted¹².

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

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

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

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

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

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

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

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

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

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

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

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

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

Selection criteria

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

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over

Minimum Standard	Minimum average annual turnover of at least Euros 30,000 during the past three financial years.
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in developing SMS gateway systems
Minimum Standard	Minimum of 2 assignments within the scope of developing SMS gateway systems which were totally and successfully completed in the last 3 years. Note: Assignments that cover a higher option can be used for the lower option. 2 assignments are sufficient when applying for more than 1 option, but one should always cover the highest technical option bid for.
2.2	Sufficient human resources
Minimum Standard	Signed CVs and academic documents of the experts of the profile defined in the technical specification.

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.

Negotiation

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

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

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

5.5.2.2 Evaluation of tenders on award Criteria

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

- **Criteria 1: Technical proposal evaluation: 65%;**

For both the basic tender and any options tendered, 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:

No.	Qualitative Award Criteria	Max. Points: 65
1.	Technical Approach and Methodology: Proposed solution for message delivery, scheduling, dashboard use, delivery reports, data security, and scalability. Clarity and feasibility of methodology.	25
2.	System functionality: Demonstrate functionality of SMS gateway/platform (e.g., API integration, reporting tools, delivery speed, error handling, message customization, opt-out feature).	20
3.	Data Security and Compliance: Measures to protect client data, ensure privacy, and comply with national/international standards (e.g., GDPR, local ICT laws).	10
4.	Sustainability: Assess whether the SMS system is affordable to maintain after setup, with ongoing costs (licenses, support, backstopping) kept low enough for the institution to independently pay and sustain the system once Enabel's project support ends.	10

Only tenders with scores of at least 40 points out of 65 points qualify for the financial evaluation.

- **Criteria 2: Price: 35%**

For each of the options proposed, the price score will be calculated as follows

S/N	Description (see also the financial offer form)	Weight per cost category
1	Fixed costs (these will be one-time costs incurred to set the system up and running)	Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 15$
2	Flexible / recurring costs (these will be costs incurred based on consumption)	Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 20$

Final score

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

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

5.6 Award and Conclusion of Contract

5.6.1 Awarding the contract

The contracting authority shall compare the basic tenders first and then the options after. In case the budget allows, the contracting authority will award to the most advantageous offer taking into consideration of the basic tender and the authorized options.

The economically most advantageous tender will be determined following a single ranking of basic tender and of the options, in accordance with Article 81 of the Law of 17 June 2016

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

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

5.6.2 Concluding the contract

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

Notification is via e-mail.

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

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

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

6 Annexes

6.1 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:

6.2 Procedural Documents – Tender Forms

6.2.1 ADMINISTRATIVE PROPOSAL

Legal Identification forms

I. PERSONAL DATA			
FAMILY NAME(S) ①			
FIRST NAME(S) ①			
DATE OF BIRTH			
JJ		MM YYYY	
PLACE OF BIRTH	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		If YES, please provide business data and attach copies of official supporting documents
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) 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 ABREVIATION MAIN REGISTRATION NUMBER ③ SECONDARY REGISTRATION NUMBER (if applicable)		
PLACE OF MAIN REGISTRATION	CITY	COUNTRY
DATE OF MAIN REGISTRATION		DD MM YYYY
VAT NUMBER		
OFFICIAL ADDRESS		
POSTCODE	P.O. BOX	CITY
COUNTRY	PHONE	
E-MAIL		
DATE	STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE		

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

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

3 Registration number in the national register of the entity.

Public law entity

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

SIGNATURE OF AUTHORISED REPRESENTATIVE	
---	--

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

Financial identification form

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)
--	-------------------

⁸ This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

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

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>

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions>
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europeennes-ue>
https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en
https://eeas.europa.eu/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

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

Signature & Date:

Name:

Integrity statement for the tenderers

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

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

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.

- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

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

Name:.....

Economic and financial capacity form

Financial Statement

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

Financial data	Year- 2 € or NC	Year- 1 € or NC	Last year € or NC	Average € or NC
Annual turnover, excluding this public contract 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 main similar assignments totally performed	Amount involved	Completion date in the last 3 years (only totally performed assignments)	Name of the public or private bodies

Certificates of completion

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

Qualification of the experts

The tenderer must complete the **table hereunder**. He must provide in his offer the **CVs of the key experts (the team leader and experts) proposed** for implementing this services contract. The CVs (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	Academic qualifications	Years of experience	Specialist areas of knowledge
	Lead Expert /Coordinator			
	Other Expert			

6.3.2 TECHNICAL PROPOSAL

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

Subcontractors (If applicable)

Name and legal form	Address / Registered office	Object

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices – Basic tender: One way communication

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ UGA22008-10143 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.

1. Expert costs

<u>Description</u>	<u>Item</u>	<u>Unit of measure</u>	<u>Number of days without overnight stay</u>		<u>Number of days with overnight stay</u>		<u>Total price (euro, excl VAT)</u>
			<u>Quantities</u>	<u>Unit price without overnight stay (euro, excl VAT)</u>	<u>Quantities</u>	<u>Unit price with overnight stay (euro, excl VAT)</u>	
Phase 1: Setting up and testing a functional SMS system	Lead Expert /Coordinator	Person-day	....	....		....	....

	Other Expert	Person-day	....	....		....	....
Phase 2: Training and capacity strengthening of admins	Lead Expert /Coordinator	Person-day	....	....		....	....
Phase 3: Quarterly Monitoring & Support	Other Expert	Person-day	....	....		....	....
Phase 4: Refresher capacity strengthening training and reevaluation / reflection workshop	Lead Expert /Coordinator	Person-day	....	....		....	....
	Other Expert	Person-day	....	....		....	....
Phase 5: Handover, evaluation and final report	Lead Expert /Coordinator	Person-day	....	....		....	....
	Other Expert	Person-day	....	....		....	....
Total VAT excl								
VAT:...%								
Total VAT Incl								
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted to the withholding tax regulation of Uganda								

2) Unit prices for recurring quantity-based items

The following costs shall be paid based on actual usage of the system during contract implementation.

No.	Description	Unit of measure	Quantity	Unit prices in Euro exc. VAT
1.	Cost related to hosting the system and other annual operating costs	Year	1	
2.	Cost to send SMS, if Enabel or partners send:	SMS	0-500	
			501-1000	

			1001-2000	
			2001-3000	
			3001-4000	
			4001-5000	
			5001-10,000	
			10,001-20,000	
			20,001-50,000	
			Total price in Euro excl. VAT	
			VAT percentage (if applicable):	
			Total price VAT inclusive	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Tender Forms – prices – Option 1: Two-way communication (text)

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ UGA22008-10143 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.

1) Expert costs:

<u>Description</u>	<u>Item</u>	<u>Unit of measure</u>	<u>Number of days without overnight stay</u>		<u>Number of days with overnight stay</u>		<u>Total price (euro, excl VAT)</u>
			<u>Quantities</u>	<u>Unit price without overnight stay (euro, excl VAT)</u>	<u>Quantities</u>	<u>Unit price with overnight stay (euro, excl VAT)</u>	
Phase 1: Setting up and testing a functional SMS system	Lead Expert /Coordinator	Person-day	....	....		....	....

	Other Expert	Person-day	....	....		....	....
Phase 2: Training and capacity strengthening of admins	Lead Expert /Coordinator	Person-day	....	....		....	....
Phase 3 : Quarterly Monitoring & Support	Other Expert	Person-day	....	....		....	....
Phase 4: Refresher capacity strengthening training and reevaluation / reflection workshop	Lead Expert /Coordinator	Person-day	....	....		....	....
	Other Expert	Person-day	....	....		....	....
Phase 5: Handover, evaluation and final report	Lead Expert /Coordinator	Person-day	....	....		....	....
	Other Expert	Person-day	....	....		....	....
							Total VAT excl	
							VAT:...%	
							Total VAT Incl	
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted to the withholding tax regulation of Uganda								

2) Unit prices for recurring quantity-based items

The following costs shall be paid based on actual usage of the system during contract implementation.

No.	Description	Unit of measure	Quantity	Unit prices in Euro exc. VAT
1.	Cost related to hosting the system and other annual operating costs	Year	1	
2.	Cost to send SMS, if Enabel or partners send:	SMS	0-500	
			501-1000	
			1001-2000	
			2001-3000	

			3001-4000	
			4001-5000	
			5001-10,000	
			10,001-20,000	
			20,001-50,000	
			Total price in Euro excl. VAT	
			VAT percentage (if applicable):	
			Total price VAT inclusive	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Tender Forms – prices – Option 2: Two-way communication (text and voice)

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ UGA22008-10143 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. **1) Expert costs:**

<u>Description</u>	<u>Item</u>	<u>Unit of measure</u>	<u>Number of days without overnight stay</u>		<u>Number of days with overnight stay</u>		<u>Total price (euro, excl VAT)</u>
			<u>Quantities</u>	<u>Unit price without overnight stay (euro, excl VAT)</u>	<u>Quantities</u>	<u>Unit price with overnight stay (euro, excl VAT)</u>	
Phase 1: Setting up and testing a functional SMS system	Lead Expert /Coordinator	Person-day	....	....		....	....
	Other Expert	Person-day	....	....		....	....
Phase 2: Training and capacity strengthening of admins	Lead Expert /Coordinator	Person-day	....	....		....	....

Phase 3 : Quarterly Monitoring & Support	Other Expert	Person-day	....	....		....	....
Phase 4: Refresher capacity strengthening training and reevaluation / reflection workshop	Lead Expert /Coordinator	Person-day	....	....		....	....
	Other Expert	Person-day	....	....		....	....
Phase 5: Handover, evaluation and final report	Lead Expert /Coordinator	Person-day	....	....		....	....
	Other Expert	Person-day	....	....		....	....
Total VAT excl								
VAT:...%								
Total VAT Incl								
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted to the withholding tax regulation of Uganda								

2) Unit prices for recurring quantity-based items

The following costs shall be paid based on actual usage of the system during contract implementation.

No.	Description	Unit of measure	Quantity	Unit prices in Euro exc. VAT
1.	Cost related to hosting the system and other annual operating costs	Year	1	
2.	Cost to send SMS, if Enabel or partners send:	SMS	0-500	
			501-1000	
			1001-2000	
			2001-3000	

			3001-4000	
			4001-5000	
			5001-10,000	
			10,001-20,000	
			20,001-50,000	
			Total price in Euro excl. VAT	
			VAT percentage (if applicable):	
			Total price VAT inclusive	

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

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