



## Tender Specifications

Framework contract for provision of Human Resource recruitment services.

Negotiated procedure without prior publication

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## Table of content

1	Technical Specifications .....	6
1.1	Requirements for the services and the deliverables .....	6
1.2	Requirements for the resources .....	9
1.2.1	Composition of the team .....	9
1.2.2	Qualifications of the Team .....	10
1.2.3	Management of the Team .....	10
1.2.4	Deployments of the Team .....	10
2	General provisions .....	12
2.1	Derogations from the General Implementing Rules.....	12
2.2	Contracting authority .....	12
2.3	Institutional setting of Enabel.....	12
2.4	Rules governing the procurement contract.....	13
2.5	Definitions.....	14
2.6	Processing of personal data by the contracting authority and confidentiality .....	15
2.6.1	Processing of personal data by the contracting authority .....	15
2.6.2	Confidentiality .....	15
2.7	Deontological obligations .....	16
2.8	Applicable law and competent courts .....	17
3	Modalities of the contract .....	18
3.1	Type of contract.....	18
•	Additional information.....	18
3.2	Scope of the contract.....	19
3.2.1	Subject-matter .....	19
3.2.2	Lots .....	19
3.2.4	Options .....	19
3.5	Duration of the contract.....	19
3.8	Value of the contract .....	20
4	Special contractual provisions .....	21
4.1	Managing official (Art. 11) .....	21
4.2	Subcontractors (Art. 12 to 15) .....	21
4.3	Confidentiality (art. 18).....	22
4.4	Protection of personal data .....	23
4.4.1	Processing of personal data by the contracting authority .....	23
4.4.2	Processing of personal data by a subcontractor .....	23
4.5	Intellectual property (Art. 19 to 23) .....	24

4.6 Performance bond (Art. 25 to 33) .....	24
4.7 Conformity of performance (Art. 34).....	25
4.8 Changes to the procurement contract (Art. 37 to 38/19) .....	25
4.8.1 Replacement of the contractor (Art. 38/3).....	25
4.8.2 Adjusting the prices (Art. 38/7) .....	26
4.8.3 Indemnities following the suspensions ordered by the contracting authority .....	26
during performance (Art. 38/12).....	26
4.8.4 Unforeseen circumstances .....	27
4.9 Preliminary technical acceptance (Art. 42).....	27
4.10 Performance modalities (Art. 146 et seq.) .....	27
4.10.1 Deadlines and terms (Art. 147).....	27
4.10.2 Place where the services must be performed and formalities (Art. 149).....	28
4.11 Inspection of the services (Art. 150).....	28
4.12 Liability of the service provider (Art. 152-153).....	28
4.13 Zero tolerance Sexual exploitation and abuse .....	28
4.14 Means of action of the contracting authority (Art. 44-51 and 154-155) .....	29
4.14.1 Failure of performance (Art. 44).....	29
4.14.2 Fines for delay (Art. 46 and 154) .....	29
4.14.3 Measures as of right (Art. 47 and 155) .....	30
4.15 End of the procurement contract.....	30
4.15.1 Acceptance of the services performed (Art. 64-65 and 156) .....	30
4.15.2 Invoicing and payment of services (Art. 66 to 72 – 160) .....	31
4.16 Litigation (Art. 73).....	31
5 Procurement procedure .....	33
5.1 Type of procedure .....	33
5.2 Publication .....	33
3.2.1 Enabel publication .....	33
5.3 Information.....	33
5.4 Preparation and Submission of Tenders.....	33
Preparation of tenders .....	33
5.4.2 Submission of tenders .....	35
5.4.3 Change or withdrawal of a tender that has already been submitted .....	36
5.5 Opening and evaluation of Tenders .....	36
5.5.1 Opening of tenderers.....	36
5.5.2 Evaluation of Tenders .....	36
5.5.2.1 Selection of tenderers .....	36
<b>Selection criteria</b> .....	36

5.5.2.2 qualitative and financial evaluation of tenders .....	37
<b>Negotiation.....</b>	<b>37</b>
<b>Award Criteria .....</b>	<b>38</b>
<b>Final score.....</b>	<b>38</b>
<b>5.6 Award and Conclusion of Contract.....</b>	<b>39</b>
<b>5.6.1 Awarding the contract .....</b>	<b>39</b>
<b>5.6.2 Concluding the contract.....</b>	<b>39</b>
<b>6 Annexes .....</b>	<b>40</b>
<b>6.1 Technical documents .....</b>	<b>40</b>
<b>6.2 Contractual Documents .....</b>	<b>40</b>
<b>Model Performance Bond.....</b>	<b>40</b>
<b>6.3 Procedural Documents – Tender Forms.....</b>	<b>46</b>
<b>6.3.1 ADMINISTRATIVE PROPOSAL .....</b>	<b>46</b>
<b>6.3.2 TECHNICAL PROPOSAL .....</b>	<b>59</b>
<b>6.3.3 FINANCIAL PROPOSAL.....</b>	<b>60</b>

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

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

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

# 1 Technical Specifications

## 1.1 Requirements for the services and the deliverables

### 1.1 Technical methodology

#### 1.1.1 Background

The Government of Uganda received a grant from the Kingdom of Belgium to finance the Ugandan-Belgian interventions in the Education, health, water and environment sectors. Together with the Ministry of Education and Sports, Enabel supports the (re)construction of National Teacher Colleges. Enabel also supports the implementation of the 'Skilling Uganda Strategy', which aims to increase the employability of youth through better quality of instruction and learning in practical skills development.

Together with the Ministry of Health, Enabel strengthens health services and primary health care on a local level in both public and private facilities through capacity building of medical staff and result based financing.

Enabel interventions aim to achieve the following:

- Contribute to Universal Health Coverage in Uganda following a Rights Based Approach.
- Build the capacities of the Ugandan health system in order to roll-out a Strategic Purchasing mechanism for Public and PNFP Health Services, with a particular focus on women, children and other vulnerable groups.
- Help make Uganda's business environment more conducive to inclusive and green investments through increasing the supply of qualified workers, establishing private sector led initiatives to fight corruption and strengthening the private-public sector dialogue.
- Support training delivery for refugees and host communities in line with the national strategy (skilling Uganda) in Northern Uganda (Arua, Adjumani and Mojo)
- Increase access to coordinated qualitative and labour market relevant skills development.
- Contribute to improved quality of post primary education and training, as part of Universal Post-Primary Education and Training (UPPET).
- Enhance the quality of skills development in selected priority trades and sectors in the Western region in line with the Skilling Uganda reforms.
- Contribute to organizational Capacity Development of Ugandan institutions/organizations in the sectors of Health, Education and Environment.

As Enabel prepares to implement the new Country Strategy effective June 2023 with its anticipated expansion and the starting of the new Social Protection Project, there will be a high volume of recruitments to be done to fill the vacancies with the required skilled personnel. In order to ensure that this process is effectively handled in a timely manner, a Human Resource Recruitment firm is to be outsourced to offer the Recruitment services.

#### 1.1.2 Objective

The general objective of this procurement is to source a Human Resource Recruitment Agency

that will help to support timely and effective recruitment of human resources for the planned vacancies that have been identified to ensure successful implementation of the Social Protection Project and the new Country Strategy set to start in June 2023 and any other vacancies as and when they may arise.

### **1.1.3 Items**

#### **Item 1: Pre selection**

##### **Tasks**

- Longlist, pre-select and forward the list to Enabel within the stipulated deadlines.
- Support in initial screening of candidates to come up with a final pre- selected list to be submitted to Enabel for further management.

##### **Deliverables**

- Summary Report of all applications received
- Longlist report
- Pre- Selection report

#### **Item 2: Head Hunting**

##### **Task**

- Upon request from Enabel, perform Head Hunting for positions that are technically hard to find in the market.

##### **Deliverable**

- Final process report on the top 5 candidates.

#### **Item 3: Reference checks**

##### **Task**

- Carry out Reference Checks on successful candidates shared by Enabel.

##### **Deliverable**

- Reference Checks report for each candidate provided by Enabel

### **1.1.4 Process**

- Enabel shall as and when it may deem it necessary, make a specific request to the Contractor for assistance in Recruitment and Selection of various positions through issuance of an order form.
- Upon receipt of the Applications in Hard or Soft copy, the Contractor shall commence with the selecting process and keep the scheduled timeline provided.
- Upon request for an Executive Search/ Head Hunting request, the Contractor shall commence with identifying suitable candidates to be proposed to Enabel.
- The Contractor shall review the Job descriptions and person specification to understand what kind of skills and competencies are needed and shall use the template provided by Enabel to avail a summary of the applications in excel to allow for further analysis.
- The Contractor shall keep the next best 20 applications after presenting the top 50 applications which may be requested for by the Talent Acquisition Specialist.

- The Contractor shall provide a full report including a tabulated summary list of all applications received, the comprehensive methodology used in the shortlisting and head-hunting processes.
- Pre- Selection shall be done within 10 working days from receipt of applications from Enabel, Reference Checks made within 05 days from receipt of information on successful candidates from Enabel and Head hunting within 01 month from submission of the request from Enabel.

Therefore, the Contractor shall propose a methodology, work plan and program on how these objectives are to be executed. These shall be;

- List of proposed tasks the Contractor considers necessary to achieve the contract objectives, input and output.
- Duration of time needed to present to Enabel the 40- 50 selected candidates/applications;
- Duration of time needed to present to Enabel proposed 5 candidates through the Executive Search/ Head Hunting process;
- The size of the team that will be involved in selecting the 50 applications.

## **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.

## **1.3 Project Management**

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



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

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.

Daily coordination and management of the services will be by the Talent Acquisition specialist who is also the contract manager to whom all deliverables are to be addressed to for approval; Stella Bamanyaki Mugume, [stella.mugume@enabel.be](mailto:stella.mugume@enabel.be)

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

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

## 1.2 Requirements for the resources

### 1.2.1 Composition of the team

<b>For the Item</b>	<ul style="list-style-type: none"><li>• 1 coordinator/team leader</li><li>• a pool of at least 4 experts</li></ul>
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#### Coordinator/team leader

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

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

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

#### Experts

The Contractor will be responsible for selecting the individual experts for delivering the outputs of the specific activities of the contract. But each individual expert will require the skills and

expertise, as specified hereafter.

### 1.2.2 Qualifications of the Team

The tenderer must provide suitable and professional key experts who must fulfil the following minimum criteria in term of qualification and profile:

#### **Mandatory requirements for the coordinator/Lead HR consultant:**

- Masters in Human Resource Management or a related field
- Have at least 10 years proven experience in Recruitment (Talent Acquisition)
- Member of Human Resource Managers Association (HRMAU)

#### **Mandatory requirements for the other experts**

- Post Graduate Diploma in Human Resource Management and Bachelor's degree in a related field
- Member of Human Resource Managers Association (HRMAU)
- Minimum of at 5 years working experience in Recruitment

The tenderer shall provide CVs articulating the above requirements for all the team members.

### 1.2.3 Management of the Team

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

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

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

### 1.2.4 Deployments of the Team

The contractor shall be responsible to constitute and present a pool of key experts within 24 hours of receipt of the order from the contracting authority.

Below are the estimated quantities per Item:

Item	Estimated Quantity	Minimum	Estimated quantity	maximum
Applications to be examined for pre-selection	12,000		20,000	

Positions to be filled through Head Hunting	6	10
Reference Checks to be performed	30	50

## 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.

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.

### 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 will sign the award letter = ‘mandataries’ / who are mandated to represent the company towards third parties.

### 2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

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

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

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

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

transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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

## **2.4 Rules governing the procurement contract**

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

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

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

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

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

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

data and on the free movement of such data (General Data Protection Regulation – ‘GDPR’), and repealing Directive 95/46/EC.

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

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

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

## 2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

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

### 3.1 Type of contract

This procurement contract is a framework contract for services.

The framework contract sets out a general description of the tasks. When the contracting authority decides to contract specific services, a more detailed description of tasks will be set out in a request for specific services that will be sent to the Contractor in the form of a Work Order.

In a work order:

- a) The work is ordered for a total number of days and is divided into a number of specific tasks.
- b) The contracting authority specifies maximum price, including all expenses, as well as timing.
- c) The contracting authority specifies the different tasks to be executed in specific terms of reference. Those terms of reference set out:
  - General information (intervention name, organization to be supported, type and topic of support, number of days, timing, responsible persons for the course/workshop within the beneficiary organization and within the contracting authority)
  - Introduction to the organization
  - Analysis overview of the service to be delivered
  - Purpose / goal (what organizational improvement goal is driving this service? What will the benefit or Return on Investment (ROI)? For training: What is the skill gap? What skills will this training deliver? What evaluation approach will be used?)
  - For training services:
    - Target group (who will be trained/ what is the group size? participants details, how many trainings will there be and how long will they last? what are knowledge and skill prerequisites?)
    - Methodology (what methodology (content and learning approach) is being proposed? What content has been suggested? resources required)
  - Additional information
- Additional information

The contracting authority reserves the right to submit service requests for other Enabel projects in Uganda. In that case, invoice(s) will mention the name and code of the project, as well as the name of the contract manager and the reference to the service request stated in the work order form(s).

The work order is developed by the contracting authority and addressed to the Contractor either by registered letter, or by email, or by any other means through which the date of dispatch can be determined unambiguously. The work order form is signed by the contracting authority.

The Contractor confirms to the managing official the implementation of the work order. This is done by a simple letter or email message confirming receipt of the work order and confirming

the name of the trainer / key expert who is to perform the work order (chosen among the experts proposed in the tender). This confirmation is realized within 5 calendar days from the date of dispatch of the work order.

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

The Contractor must be able to start the performance within 14 (fourteen) calendar days following the date of confirmation of the implementation of the work order. The closure of the Contractor's business for annual holidays is not included in this calculation. The contracting authority reserves the right to extend the start of the performance period based on a written demand and justification of the Contractor. When the contracting authority estimates that the demand is founded or partially founded, it shall communicate to the Contractor which extension of the period is accepted.

Once the Contractor confirmed the implementation of the work order, the assigned trainer / key expert fills in the certificate of availability and the declaration of conflict of interest and dispatches, signs it and addresses the original to the Contractor before the start of the implementation.

## **3.2 Scope of the contract**

### **3.2.1 Subject-matter**

This services procurement contract consists in the provision of Human Resource recruitment services in conformity with the conditions of these Tender Specifications.

### **3.2.2 Lots**

The procurement contract has one lot which is indivisible. The tenderer may submit only one tender and only for the whole contract. A tender for part of the contract is inadmissible.

### **3.2.3 Items**

The contract consists of the items mentioned in Part 1 "Technical Specifications".

These items are pooled and form one single lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

### **3.2.4 Options**

The contract does not contain options.

## **3.5 Duration of the contract**

The procurement contract starts upon award notification and lasts 24 calendar months.

### 3.8 Value of the contract

The exact quantities will be determined in the order forms. The presumed value below is given for information purposes only under the form of a maximum value, for the entire duration of the framework contract, including any renewals. This can under no circumstance create legitimate expectations on the part of the Contractor that the contracting authority will place orders up to the maximum value of the contract. The contracting authority does not confer by any means an exclusive right upon the Contractor to provide the services falling within the scope of the contract.

The estimated maximum value of the contract is Euros 120 000.

Item	Estimated Minimum Quantity	Estimated maximum quantity
Applications to be examined for pre-selectionPre – Selection	12,000	20,000
Positions to be filled through Head Hunting	6	10
Reference Checks to be performed	30	50

## 4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts and for public works concessions' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

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

### 4.1 Managing official (Art. 11)

The managing official is Mrs Stella Bamanyaki Mugume, e-mail: [stella.mugume@enabel.be](mailto:stella.mugume@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**

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications 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.

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

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

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

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annexe. Filling out and signing this annex is therefore a condition of regularity of the tender.

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 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.

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

#### **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)**

At the level of the framework contracts no performance bond is required. At the level of the Order Forms implementing the framework contracts, a performance bond is only required in case the value of the Order Form exceeds 50,000 Euros and the implementation period exceeds 45 calendar days.

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.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement 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.

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

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

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

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

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

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

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

#### **4.8.2 Adjusting the prices (Art. 38/7)**

The prices shall be fixed and not subject to revision for the first year of performance of the Contract. At the beginning of the second year of performance of the Contract and every following year, each price may be revised upwards or downwards at the request of one of the contracting parties. A contracting party shall request the price revision by email to [UGA CSC CONTRACTS@enabel.be](mailto:UGA_CSC_CONTRACTS@enabel.be) no later than the 15<sup>th</sup> day to the new contract year, by email supported by automatic delivery receipt which shall serve as proof of sending the request, so that the new prices may take effect on first day of the following year. The other party shall acknowledge the price revision request in writing within fourteen calendar days of receipt. The price revision shall be determined by the trend in the harmonised indices of consumer prices published by the Ugandan Government.

The price revision shall be calculated in accordance with the following formula:  $Pr = Po \times (Ir / Io)$  where: Pr = revised price; Po = price in the original tender; Ir = Index for the month corresponding to the date of receipt of the letter requesting the price revision; Io = index of the month in which the Contract enters into force. The contracting authorities shall purchase based on the prices in force at the date on which a specific contract or order form enters into force. Such prices shall not be subject to revision.

#### **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 period stipulate in section 1.1 as from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

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

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

In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the service provider, the

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

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

In any event, complaints about the order form are not admissible any more if they are not submitted within 15 calendar days from the day following the date on which the service provider has received the order form.

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

The services will be performed at the locations specified in the order forms.

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

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

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

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

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

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

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

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

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

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

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

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be 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 non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The acceptance specified above is final.

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

Unless indicated otherwise in the order form, the contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

HR. office

Enabel Uganda

Representation office

Plot 1A, Kololo Lower Terrace

Kampala

Only services that have been performed correctly may be invoiced.

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

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

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

The invoice must be in EUROS.

In order for Enabel to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.

No advance may be asked by the contractor and the payment will be made after provisional/final acceptance of each service delivery of a same order.

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

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

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

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

Enabel, public-law company

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

To the attention of Mrs Inge Janssens rue Haute 147

1000 Brussels

Belgium



## 5 Procurement procedure

### 5.1 Type of procedure

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

### 5.2 Publication

#### 3.2.1 Enabel publication

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

### 5.3 Information

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

Until 14 days to tender submission deadline, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to [UGA\\_CSC\\_CONTRACTS@enabel.be](mailto:UGA_CSC_CONTRACTS@enabel.be) with copy to [caroline.niwagaba@enabel.be](mailto:caroline.niwagaba@enabel.be) with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

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

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

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

### 5.4 Preparation and Submission of Tenders

#### Preparation of tenders

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

#### Content of tenders

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

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

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

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

The tender shall contain the following parts:

### **1. Administrative Proposal**

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Financial Identification Form
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- Tax Clearance Certificate (e.g.; URA, as applicable)
- Company registration/incorporation certificate
- Social Security Contribution Clearance (e.g., NSFF as applicable)
- An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol);
- Technical capacity form
- Financial capacity form

### **2. Technical Proposal**

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

- Technical methodology (max. 7 pages)
- Quality management (max. 1 page)
- Project management (max. 1 page)
- Resource management (proposal (max. 1 page) + CVs of experts)

### **3. Financial Proposal**

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

#### **Determination of prices**

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

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

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;

#### **Validity of tenders**

The tenderers are bound by their tender for a period of 90 calendar days from the reception deadline date.

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

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

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

The tenderer submits his tender as follows:

The tenderer shall submit the administrative, technical and financial proposals as separate email attachments to [uga\\_csc\\_tenders@enabel.be](mailto:uga_csc_tenders@enabel.be) and only as attachments and not via a link to a platform. The files shall be clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission, incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender.

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

Any tender shall be received by the Contracting Authority no later than **08/06/2021, 02:00 PM, Kampala time**. Tenders that arrive late will not be accepted.

#### **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.

### **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.

<b>1</b>	<b>Sufficient Economic and Financial Capacity</b>
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 90,000 EUR during the past three financial years
<b>2</b>	<b>Sufficient Technical and Professional Capacity</b>
2.1	Sufficient experience in Human Resource Recruitment services
Minimum Standard	Minimum of 2 assignments within the scope of the contract, which were totally and successfully completed in the last three years, out of which at least 1 was completed in Uganda.

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

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

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

#### **Regularity of tenders**

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

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

#### **5.5.2.2 qualitative and financial evaluation of tenders**

##### **Negotiation**

The formally and materially regular tenders will be evaluated as to content by an evaluation committee. The contracting authority will restrict the number of tenders to be negotiated by

applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

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

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

## Award Criteria

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

- Qualitative award criteria: 30 %;

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

N.	Qualitative Award Criteria	Max. Points:
		<b>30</b>
1.	Quality of the proposed Technical Methodology	10
2.	Quality of the proposed Quality Management	05
3.	Quality of the proposed Project Management	05
4.	Quality of the proposed Resource management	10

Only tenders with scores of at least 18 points out of 30 points qualify for the financial evaluation.

- Price: 70 %;

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 70$$

## Final score

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

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

## **5.6 Award and Conclusion of Contract**

### **5.6.1 Awarding the contract**

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

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

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

### **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 Technical documents

Not Applicable

### 6.2 Contractual Documents

#### Model Performance Bond

*Only for the successful tenderer:*

Bank

Address

Performance bond n°

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.

,  (the "Bank")

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

", tender documents Enabel  UGAX , lot  (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  may owe to Enabel in case  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 , , 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

on

Signature:

Name:



## **Annex 1: Description of personal data processing activities by the contractor<sup>8</sup>**

### **1. Processing activities carried out by the subcontractor**

Subject matter of processing:

Nature of processing: *[For instance, organisation, consultation, storage and collection, etc.]*

Duration of the processing:

Purpose of the processing:

### **2. The categories of personal data that the subcontractor will process on behalf of the controller (where applicable (\* indicate as appropriate)).**

- ☐ Personal identification data (e.g. name, address and telephone, etc.)
- ☐ Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)
- ☐ Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)
- ☐ Biometric identification data (e.g. fingerprints, iris scan, etc.)

- 
- ☐ Copies of identity documents
  - ☐ Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)
  - ☐ Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
  - ☐ Physical data (e.g. height, weight, etc.)

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<sup>8</sup> To be filled out by the contracting authority and the contractor.

- ☐ Habits of life
- ☐ Psychological data (e.g. personality, character, etc.)
- ☐ Family composition
- ☐ Leisure and interests
- ☐ Memberships
- ☐ Consumption habits
- ☐ Education and training
- ☐ Career and occupation (e.g. function, title, etc.)
- ☐ Images/photos
- ☐ Sound recordings
- ☐ National Social Security Register Number/Identification Number
- ☐ Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)
- ☐ Other categories of data, <Describe>

**3. The special categories of personal data that the subcontractor will process on behalf of the controller (where applicable) (indicate as appropriate)**

- ☐ Special categories of personal data (Art. 9 GDPR)
  - o Data revealing racial or ethnic origin
  - o Data concerning sexual orientation
  - o Political opinions
  - o Trade union membership
  - o Religious or philosophical beliefs
  
- ☐ Data concerning health (Art. 9 DGPR)
  - o Physical health
  - o Mental health
  - o Risk situations and risk behaviours
  - o Genetic data
  - o Healthcare data

☐ Judicial data (Article 10 of the general data protection law) o Suspensions and  
indictments o Convictions and sentences o Judicial measures o Administrative  
sanctions o DNA data

**4. The categories of data subjects concerned (\*indicate as appropriate)**

☐ (Potential)/(former) clients

If yes, <describe>

☐ Applicants and (former) employees, interns, etc.

If yes, <describe>

☐ (Potential)/(former) suppliers

If yes, <describe>

☐ (Potential)/(former) (business) partners

If yes, <describe>

☐ Other category

If yes, <describe>

**5. Extent of processing (number of records/number of data subject concerned)**

<Describe>

**6. Period of use and period for which the (various categories of) personal data are stored:**

<Describe>

**7. Processing place**

<Describe>

If processing is outside the EEA, please specify the appropriate guarantees that are put in place

<Describe>

**8. Use of subsequent subcontractors/processors:**

<Describe>

**9. Contact details of the responsible contact person at the controller's**

Name:	
Title:	
Telephone number:	
E-mail:	
Name: <sup>9</sup>	
Title:	
Telephone number:	
E-mail:	

**10. Contact details of the responsible contact person at the processor's:**

Name:	
<hr/>	
Title:	
Telephone number:	

<sup>9</sup> Identify the person responsible of the project/department/other as appropriate

E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	

## Annexe 2: Security of processing<sup>10</sup>

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.<sup>11</sup>

In order to ensure a level of security adapted to the risk, given the state of knowledge and the nature, scope, context and purposes of the processing, as well as the risks, of varying degree of probability and severity, of processing for the rights and freedoms of natural persons, the contractor implements appropriate technical and organisational measures.

These security measures comprise the following, among others:

- [Describe]

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<sup>10</sup> To be filled out by contractor

<sup>11</sup> Consideration 81 of the GDPR

## 6.3 Procedural Documents – Tender Forms

### 6.3.1 ADMINISTRATIVE PROPOSAL

#### Legal Identification forms

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

<p>Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.)? and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?</p> <p><b>YES      NO</b></p>	<p><b>BUSINESS NAME</b> (if applicable)</p> <p><b>VAT NUMBER</b></p> <p><b>REGISTRATION NUMBER</b></p> <p><b>PLACE OF REGISTRATION</b></p> <p><b>CITY</b></p> <p><b>COUNTRY</b></p>
<p><b>DATE</b></p>	<p><b>SIGNATURE</b></p>

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

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

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

- 
- ① Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
- ② National denomination and its translation in EN or FR if existing.
- ③ Registration number in the national register of the entity.



**Public law entity**

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

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

#### Financial identification form

<b><u>BANKING DETAILS</u></b>		
ACCOUNT NAME <sup>12</sup>		
IBAN/ACCOUNT NUMBER <sup>13</sup>		
CURRENCY		
BIC/SWIFT CODE		
BANK NAME		

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

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

<sup>12</sup> This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

<sup>13</sup> Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

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

**Subcontractors**

Name and legal form	Address / Registered office	Object

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

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

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

1° involvement in a criminal organisation

2° corruption

3° fraud

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

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

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

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

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

Are also considered such serious professional misconduct:

a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

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

c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the

absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

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

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

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

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

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

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

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

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

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

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

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

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

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions_en) [https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf) For Belgium:

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

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

### **Integrity statement for the tenderers**

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

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

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

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

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



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

Place, date

### **Economic and financial capacity Form**

#### **Financial Statement**

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

<b>Financial data</b>	<b>Year- 2 € or NC</b>	<b>Year- 1 € or NC</b>	<b>Last year € or NC</b>	<b>Average € or NC</b>
Annual turnover, excluding this public contract <sup>14</sup>				

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

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<sup>14</sup> Last accounting year for which the entity's accounts have been closed.  
Tender Specifications – 2800UGA-10060

## Technical and professional capacity form

### List of main similar assignments

Description of the main similar assignments <u>totally</u> performed	In Uganda (min. 1)	Amount involved	Completion date in the last 3 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

### Certificates of completion

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

### 6.3.2 TECHNICAL PROPOSAL

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

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

<b>Name of expert</b>	<b>Proposed position</b>	<b>Educational background – formal qualification</b>	<b>Educational background – training on training and coaching</b>	<b>Years of experience with relevant capacity needs analysis provision</b>	<b>Specialist areas of knowledge</b>
	Coordinator / Team leader				
	Expert 1				
	Expert 2				
	Expert 3				
	Expert 4				
	Expert 5				

### 6.3.3 FINANCIAL PROPOSAL

#### Tender Forms – prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

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

In order to correctly compare the tenders, the duly signed information or documents mentioned under Preparation of Tenders.

N°	Description	Estimated maximum quantities	Unit price exc. VAT*	Sub totals per location exc. VAT*
1.	Pre selection	20,000		€
2.	Head Hunting	10		€
3.	Reference checks	50		€
<b>Grand Total Price</b>				
<b>VAT percentage (if applicable):</b>				

Name and first name: .....

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

Place and date: .....

Signature: .....