



Tender Specifications

Public procurement contract for Consultancy services for design and supervision of works for Call & Dispatch Centre in Arua Regional Referral Hospital.

Negotiated procedure without prior publication

Reference number: UGA20003 - 10017

Navision code: UGA20003

Table of content

1	Technical Specifications	6
	1.1 General requirements	6
	1.1.1 Technical Methodology	6
	1.1.1.2 Consultancy Background	6
	Objectives of the consultancy	8
	1.2.2 Design consideration	8
	1.2.3 Tasks	10
	Reporting on civil works:	13
	1.2.4 Implementation Schedule	13
	1.2.5 Deliverables:	14
	1.2 Requirements for the resources	17
	1.2.1 Composition of the team	17
	1.2.2 Management of the Team	18
	1.3 Location and site characteristics	18
2	General provisions	19
	2.1 Derogations from the General Implementing Rules	19
	2.2 Contracting authority	19
	2.3 Institutional setting of Enabel	19
	2.4 Rules governing the procurement contract	20
	2.5 Definitions	21
	2.6 Processing of personal data by the contracting authority and confidentiality	22
	2.6.1 Processing of personal data by the contracting authority	22
	2.6.2 Confidentiality.....	22
	2.7 Deontological obligations	23
	2.8 Applicable law and competent courts.....	23
3	Modalities of the contract	25
	3.1 Type of contract.....	25
	3.2 Scope of the contract.....	25
	3.2.1 Subject-matter	25
	3.2.2 Items	25
	3.5 Duration of the contract.....	25
	3.8 Value of the contract.....	25
4	Special contractual provisions	26
	4.1 Managing official (Art. 11).....	26
	4.2 Subcontractors (Art. 12 to 15)	26
	4.3 Confidentiality (art. 18)	27

4.4	Protection of personal data.....	28
4.4.1	Processing of personal data by the contracting authority	28
4.4.2	Processing of personal data by a subcontractor	28
4.5	Intellectual property (Art. 19 to 23).....	28
4.6	Performance bond (Art. 25 to 33).....	29
4.7	Conformity of performance (Art. 34).....	30
4.8	Changes to the procurement contract (Art. 37 to 38/19)	30
4.8.1	Replacement of the contractor (Art. 38/3).....	30
4.8.2	Adjusting the prices (Art. 38/7)	31
4.8.3	Indemnities following the suspensions ordered by the contracting authority	31
	during performance (Art. 38/12)	31
4.8.4	Unforeseen circumstances	31
4.9	Preliminary technical acceptance (Art. 42)	32
4.10	Performance modalities (Art. 146 et seq.)	32
4.10.1	Deadlines and terms (Art. 147)	32
4.11	Inspection of the services (Art. 150)	32
4.12	Liability of the service provider (Art. 152-153).....	33
4.13	Zero tolerance Sexual exploitation and abuse.....	33
4.14	Means of action of the contracting authority (Art. 44-51 and 154155).....	33
4.14.1	Failure of performance (Art. 44).....	33
4.14.2	Fines for delay (Art. 46 and 154)	34
4.14.3	Measures as of right (Art. 47 and 155).....	34
4.15	End of the procurement contract	35
4.15.1	Acceptance of the services performed (Art. 64-65 and 156)	35
4.15.2	Invoicing and payment of services (Art. 66 to 72 – 160).....	35
4.16	Litigation (Art. 73)	36
5	Procurement procedure	37
5.1	Type of procedure.....	37
5.2	Publication	37
3.2.1	Enabel publication.....	37
5.3	Information	37
5.4	Preparation and Submission of Tenders.....	38
	Preparation of tenders.....	38
5.4.2	Submission of tenders	39
5.4.3	Change or withdrawal of a tender that has already been submitted	40
5.5	Opening and evaluation of Tenders	40
5.5.1	Opening of tenderers	40
5.5.2	Evaluation of Tenders.....	40
5.5.2.1	Selection of tenderers	40

Selection criteria	41
5.5.2.2 qualitative and financial evaluation of tenders	42
Negotiation	42
Award Criteria	42
Final score	43
5.6 Award and Conclusion of Contract	43
5.6.1 Awarding the contract	43
5.6.2 Concluding the contract	43
6 Annexes	44
6.1 Technical documents	44
6.2 Contractual Documents	44
Model Performance Bond	44
6.3 Procedural Documents – Tender Forms	45
6.3.1 ADMINISTRATIVE PROPOSAL	45
6.3.2 TECHNICAL PROPOSAL	56
6.3.3 FINANCIAL PROPOSAL	57

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 General requirements

1.1.1 Technical Methodology

The Consultant shall provide the services and the deliverables as specified hereafter by applying a technical methodology (including one considering a non-disruption strategy during operations at the hospital), which factors in the following aspects

1.1.1.1 Project Background

The major long-term objective of the Ministry of Health (MoH) in Uganda is to achieve Universal Health Coverage (UHC) with focus on Primary Health Care (PHC). The Ministry seeks to achieve this through deliberate investment in improving the health system building blocks i.e. improving human resources for health, physical health infrastructure, management, leadership, financing and accountability as well as improving supply and management of medicines, supplies and equipment for effective quality health service delivery.

Among other strategies, to improve health financing, Result Based Financing (RBF) was identified by the MoH in Uganda as a key short-medium term financing mechanism to prepare health facilities and District Health teams for a social Health Insurance aimed at pooling resources and tapping into the high out of pocket expenditures in the public.

At the centre of the RBF mechanism is the expected improvement in the quality of care at the points of service leveraging on the increased financing and autonomy of Health facilities to strategically invest in key service delivery gaps.

In 2021, MoH/Enabel started implementing the “Leveraging Strategic Health Financing for universal health coverage – LSF” in West Nile and Rwenzori regions. The project objective aims at strengthening the capacity of the Ugandan health system in strategic health financing and ensuring access to quality basic health services for its population.

Under Result area 3, the project is supporting the Emergency Medical Services (EMS) department in the Ministry of Health to strengthen capacity of emergency response at referral facilities with a particular focus on women, adolescents, children, and refugees in West Nile and Rwenzori regions.

MoH/Enabel have committed resources to fund the construction and basic equipping of a Call & Dispatch Centre at Arua Regional Referral Hospital.

1.1.1.2 Consultancy Background

The following background information must be taken into account at the two major phases of the fore seen project.

- Phase 1; Needs validation, Design and costing
- Phase 2; Construction supervision during the construction of the call and Dispatch centre at Arua Regional Referral Hospital.

The LSF project, implemented by Ministry of Health and Enabel, is supporting the Emergency Medical Services (EMS) department of the Ministry of Health to strengthen capacity of emergency response at referral facilities with a particular focus on women, adolescents, children, and refugees in West Nile and Rwenzori regions. Resources have been committed to fund the construction of a Call & Dispatch Centre at Arua Regional Referral Hospital. For this reason, the services of a design consultant are required.

Phase 1; The Needs validation and design will integrate series of basic concepts such as;

- Validation of the needs based on the initial preliminary design(s) through a participatory approach/involvement MoH/Enabel as Contracting authority and end user/hosting Emergency Medical Services department (EMS)
- Reduction in the environmental impact of materials used through:
 - Use of local materials to reduce transport emissions
 - Use of recycled materials
 - Use of materials that are produced in an environmentally friendly way.
- Enhance green environment: the facility premises will be designed and maintained in a way that the local bio-diversity and water will be protected and preserved.
- Waste management design will be such that volume of waste is minimized through actions such as sorting and recycling waste and by promoting waste as raw materials for production of energy and new materials.
- Enhance health and safety: the project will enhance health and safety for men and women involved in all phases of the lifecycle of the infrastructure project.
- Comfort and wellbeing: the design will be such that comfortable environment to its users is maximized. That implies cognisance of issues such as ventilation, acoustic, visual and thermal condition.
- Promote social inclusion: will be of attention during all phases of the construction. Among others the following are to be observed.
 - Equal opportunities for both men and women and attention to safety issues for female workers.
 - Accessibility to all spaces, labs, outpatient, inpatient, sanitation facilities, waiting areas etc., for people with disability.
- Attention to stigma and discrimination of people living with HIV AIDS, Covid and consideration for infectious diseases.
- Control Aesthetic impact: promotion of simple but pleasant architecture that takes into account appropriate proportions, material contrasts, space, natural light conditions.
- Plan for long term maintenance: sustainable design will imply that the facility will be designed in such a way that it can last for long with minimum and low cost maintenance. Maintenance is to be planned for in its different aspects: technical, organisational and financial.
- Innovative Technical solutions: the infrastructure intervention will offer opportunity to look into innovative technical solutions, holding potential for future stages of interventions in infrastructure. The solutions are to look into sustainability issues such as use of local materials, reduction of impact on surface water, user-friendliness, sustainable and standardized designs that will make a positive contribution to future intervention in infrastructure.

Phase 2; Supervision during the construction of the call and Dispatch centre at Arua Regional Referral Hospital.

The works will entail a large component of renewable energy and passive cooling systems that are to be designed and integrated in the architectural and structural design of the building. The successful design contractor will be required to demonstrate expertise in the inclusion of passive ventilation and other green architecture aspects at the master plan, preliminary design and detailed design stages.

1.2 Requirements for the services and the deliverables

1.2.1 Objective

Objectives of the project

Procurement of consultancy services for design and supervision of works for Call & Dispatch Centre in Arua Regional Referral Hospital.

Objectives of the consultancy

The objectives of the consultancy services are:

- To prepare architectural and engineering preliminary and final designs for the Call and Dispatch centre under phase 1 of the contract.
The Ministry of Health in conjunction with Enabel have developed preliminary floor plans and elevations for the facility. The contractor shall review these designs and assess their applicability to the objectives of the intervention, site context and environmentally friendly features and further detail to represent the functional needs of MoH/Enabel.
- The contractor shall conduct basic studies/Benchmarking on the existing exemplar call and dispatch centres in other parts of East Africa/World limited to online reviews for facilities beyond East Africa.
- To prepare bills of quantities and technical specifications
- To offer limited advisory assistance during the tendering process for construction of the designed buildings.
- To supervise the construction works including follow up of the defect liability period (DLP) under phase 2 of the contract.

1.2.2 Design consideration

The key design objective is to create attractive and comfortable spaces that enhance the mood of paramedics and other staff at the facility to maximize work activities. The designs shall blend well within the existing setups of the Hospital and community environment and enhance the sense of ownership and pride by the community. The design shall further focus on low-maintenance facilities and sustainable building practices.

General requirements to be taken into account

a) Building Structure Elements

- **Building aesthetics:** The building environment is intended to offer a pleasant environment with simple but pleasant architecture that plays with appropriate proportions, materials contrast, stimulating colours, openings and natural lighting. The call for a pleasant environment shall not be taken for flashy and expensive formalism but shall be simple and functional. Consideration shall be taken to ensure that the designed facility blends with the existing buildings and takes into account any existing norms and local conditions.
- **Natural ventilation:** Cooling by natural ventilation will be favoured, using different techniques as appropriate, such as solar chimneys or ground-coupled heat exchangers. A ground coupled heat exchanger is an underground heat exchanger loop that captures or dissipates heat to or from the ground through air. In order to increase the natural ventilation mechanism of the ground-coupled heat exchanger, a system of solar chimneys could be provided. This system is a way of improving the natural ventilation of buildings by using convection of air heated by passive solar energy.

- **Passive cooling:** The facility will be designed such that heat gain is minimized as much as possible and passive cooling using natural techniques is preferred, to create a naturally conducive environment for storage of drugs, reagents and other medical formulas. Adequate natural ventilation while being mindful of security will be emphasized.
- **Lighting:** Natural lighting will be favoured within the buildings. In order to favour reverberation (sound characteristics), external windows will be located as close as possible to the ceiling, while the windowsills will be large and made of a clear finishing. Ideally, these windows will be oriented in a way that provides constant lighting, while avoiding direct sunlight (East-West direction, light from North and South sides)
- **Window shading:** Where applicable, window shadings shall be designed while studying its impact on the natural ventilation and to define the most appropriate design solution. The window shading may favour either ventilation going towards the ceiling or the floor but one or the other shall be privileged according to the situation.
- **Alternative construction materials/Technology transfer:** The use of alternative construction materials will be explored in order to increase the lifespan of the building, limit the need for maintenance work, mitigate the impact on the environment and favour thermal and acoustic comfort within the building. The use of wood needs to be minimized. For window frames alternatives to steel need to be explored, e.g. aluminium with powder coated permanent colours. Bamboo can be integrated as decorative material or non-permanent structures.
- **Walls:** Compressed earth blocks need to be considered. Block pressing could be organized on site. Interlocking blocks provide an easy way for wall building. The contractor shall advise on the feasibility of this.
- **Trusses:** Timber trusses will be avoided due to their impact on the environment.

b) Selection of materials

When selecting the appropriate construction technology and materials the following questions shall be addressed:

- Consider environmental sustainability
 - Does the material suit the local climate?
 - Can you procure the material locally?
 - Does the material require excessive transport costs or fuel usage?
 - Will the harvesting of the material contribute to deforestation?
- Consider economic sustainability
 - Are there opportunities to hire local labour and skilled workers?
 - Is there enough stock material(s) in the district, region, and country to supply the construction?
 - If the material needs to be sourced from a far, consider transport financial and ecological costs.
 - Consider the effects on local market when procuring bulk material, i.e. inflate prices or dry-up the local stock.
- Consider social sustainability

- Is the material accepted by the community?
- If not consider re-think and assess if it is the appropriate material for the location.
- if it is considered the best material communicate the benefits and demonstrate the technology to the community.

1.2.3 Tasks

The tasks under the consultancy services shall be done in two phases as detailed below:

Phase 1; Design and Bidding Documents (BoQs and technical specifications).

- Phase 1a; Design
- Preliminary Design

Preliminary Design Preliminary design of the facility (the separate building components), principle specifications of structural and installation works, material selection and finishing levels, and preliminary cost frameworks for civil works.

In order to substantiate the preliminary designs, the Contractor shall develop, in close consultation with the Contracting Authority -user, principles for construction, rehabilitation and passive building, material selection, and finishes for the facility. To guide the discussions with the Contracting Authority-user, the Contractor shall prepare cost frameworks for civil works.

The Contractor's input for this stage will be:

- Update the exiting preliminary designs for the building, based on the room functions and indicative floor areas provided with specific attention to; prototype design for the Call & Dispatch Centres and a site specific design for Arua regional referral Hospital. The contractor shall explore the possibility for addition of space for the public health emergency operation centre (PHEOC) – as required by Arua Regional Referral Hospital management.
- Show and discuss in more detail with the Contracting Authority -user the relationship between functions and the proposed access and connection routes, as well as the provision and location of main utility service and drainage infrastructure (water source and reservoirs, electricity connection and distribution, sewer lines/septic tanks and soak away drains, external works such as roads, car parks, walkways, where any or all of these apply).
- Prepare for discussion with the Contracting Authority-user the passive building and green architecture principles.
- Prepare for discussion with the Contracting Authority-user the foundation and structural design principles and specifications for installations and construction and finishing materials.
- Prepare concept notes for execution for the civil works
- Prepare for discussion electro-mechanical designs, installations and functionality
- Prepare cost frameworks for civil works and installations.
- Prepare and submit for review and comments to the Contracting Authority the Phase 1 / Draft Preliminary Design Report.
- **Final Design and Bidding Documents**
Final Design and Bidding Documents (to commence upon the Contracting Authority's approval of the final design and related technical and cost documents):

Detailed site plan, including site layout plans for external works, landscaping and utility services distribution, final design of the facility, including architectural and engineering drawings, detailed technical specifications and

schedules, bills of quantities and confidential cost estimates for civil works and fixed furniture/installations.

The Contractor's input for this stage will be:

- Prepare final design drawings, including detailed site plan and architectural floor plans, sections and elevations, as well as details and working drawings.
- Prepare structural plans, sections and details, accompanied by structural calculations. If applicable, prepare shop drawings for structural steel work. Prepare structural concrete drawings and bending schedules for reinforcing steel.
- Prepare electrical/mechanical, and water installation site plans, as well as facility block-specific drawings, details and schedules, with capacity calculations as required.
- Prepare schedules, lay outs and designs for furniture, ICT and standard safety equipment
- Prepare drainage site plans and facility block plans, including structural plans for septic tanks and soak away drains, collection and inspection chambers, and gulley details.
- Prepare external work layout plans and details for roads, car parks and shades, walkways, boundary wall with ancillary structures, drains, and culverts.
- Prepare door and window schedules.
- Prepare final execution plans for the civil works, taking into account the continuous functioning of the Hospital during execution and indicating specific measures to be taken plus its consequences.
- Prepare un-priced Bills of Quantities.
- Prepare confidential cost estimates for civil works, based on priced Bills of Quantities.
- Prepare draft bidding documents for the civil works
- Prepare applications and submit plans to the relevant authorities for approvals under building regulations and public health rules.
- Prepare and submit for review and comments to the Contracting Authority the Phase 1 / Draft Final Design and Bidding Documents Report.
- The Contracting Authority will approve or comment on the Draft Final Design and Bidding Document Report within four weeks from receiving the report.
- The Contractor shall study and incorporate the comments within four weeks from receiving these, and prepare and submit to the Contracting Authority for review the Phase 1 / Final Design and Bidding Documents Report, completing the Phase 1/ c.
- The Contracting authority, upon receiving the Bidding Documents, shall issue to the Contractor a Statement of Acceptance of the Phase 1 / Final Design and Bidding Document Report, within two weeks from receipt of No Objection.

Phase 1 b; Bidding Process Assistance

Assisting the Contracting authority during the Bidding Process upon request of the Contracting authority: in particular, the Pre-bid meeting and responding to any queries that may arise during the tendering process.

The consultancy services related to the bidding process comprise:

- Bidding process related assistance to the Contracting authority, including activities such as preparing response to queries from prospective bidders, and participation to site visits.
- participating in the pre-bid clarification meeting with guided site visit (in case of civil works).
- Issuing addenda to bidding documents, as may be required.
- Be present on the day of site handover to the successful building contractors.

Performance assessment:

Upon completion of Phase 1a and 1b, the contracting authority will assess the Contractor's performance before proceeding to phase 2 of the contract. At this point the contracting authority may terminate the contract in case of poor performance or other reasons including suspension of the project implementation all together by the service provider.

Phase 2; Contract Management and Supervision

Contract Management and Site Supervision: Contract management of works and installations contracts, site supervision of civil works and inspection/testing/commissioning of equipment supplies, preparation of as-built/installed drawings and installation schedules.

During the implementation and defect liability/guaranty period, the Contractor shall provide the following services for the civil works and installations contracts.

- Civil Works: The services for civil works shall include, but not necessarily be limited to: giving possession of the site to contractor, coordinating and overseeing permanent site supervision by the clerk of works, performing routine (by default monthly) site meetings, compiling routine monthly progress reports on the basis of weekly summary supervision reports, issuing (after consultation with the Contracting authority) Architect's Instructions for remedial/condemning work, or additional/less work, or extensions of time, undertaking valuations and preparing payment certificates, taking over completed works, preparing missing detail drawings necessary for the proper execution of the works, performing the provisional handing over (in the presence of the Contracting authority's monitoring expert and representatives of the Contracting authority-user), coordinating the preparation of snag lists and the making good of defects, performing the final handing-over (in the presence of the Contracting authority's monitoring expert and representatives of the Contracting authority-user), preparing final accounts, preparing as-built drawings, and compiling operation and maintenance manuals for complex installations.

Site supervision services for the execution of the civil works

The Clerk of Works, who shall be stationed full time at the construction site during the execution of the works, shall undertake the supervision. These services shall include:

- Daily supervision/inspection rounds on site, in particular focusing on critical stages of construction. These critical stages shall include, but not necessarily be limited to the checking of setting out and excavations of foundations, base soil bearing capacity, checking installed reinforcing steel before casting concrete, visual checks and material tests of structural concrete,
- Supervision and control of quality of materials, workmanship and execution. The checks shall include, but not necessarily be limited to quality of blocks, bricks and mortar, quality of door and window frames, quality of roof structure, quality of roof covering and fixing materials, quality of finishing materials and workmanship, quality of utility service installations, drainage and external works.
- Keeping a close watch on progress and timeliness of construction and installation activities. In this respect, the Resident Engineer shall record on a daily basis the Contractor's labour force, main equipment and materials on site, and report to the contract management, and subsequently to the Contracting authority, in a timely manner occurring and anticipated problems and delays. Advise Contracting authority on measures being taken to avoid inherent delays.
- Prepare and issue minor site instructions (not requiring the management's decision) and record any minor site instruction in the site instruction/logbook (which shall be kept on site permanently for inspection by any Contracting authority representative and controlling municipal authority).

- Prepare for issuing by the contract management Architect's Instructions for remedial/condemning work, additional/less work, extensions of time.
- Review and approve the contractor's health and safety plans, inclusive of adherence to national worker- related laws, local bye laws and regulations, and ensuring compliance.
- Organize and manage routine monthly site meetings attended by representatives of the various stakeholders, including invitations, chairing and preparation/ issue of minutes.
- Carry out regular measurements required for checking contractor's valuation of the works and preparing related payment certificates.
- Prepare quarterly progress and financial reports per site and works lot.
- Undertake, in the presence of the Contracting authority's monitoring expert, the pre-handing over inspection rounds and issue the preliminary snag list.
- Perform provisional handing over, including preparation and issuing of snag lists and provisional Acceptance Completion Certificates in accordance with the Contracting authority and user.
- Provide periodic inspections (Timing and Frequency to be agreed by the Contracting authority) during the defects liability period and notify the Contracting authority and contractor of any defects on the construction works, and supervising their repair.
- Perform the final handing over at the end of the defects liability period in coordination with the Contracting authority/users, and issue the final acceptance certificate.
- Prepare the final certificate and final accounts for each works contract.
- Prepare, compile and provide to the Contracting authority 'as built' drawings, installation schedules and operation and maintenance manuals at completion of the project.

Reporting: The format of the reports, which the Contractor is required to produce as listed below, shall be discussed with the Contracting authority's monitoring experts, prepared as per discussions, and submitted for approval to the Contracting authority.

Reporting on civil works:

- The Clerk of Works shall prepare weekly site supervision reports, to be attached to the minutes of the relevant monthly site meeting.
- The Contractor shall prepare minutes of the monthly site meetings, and submit these to the Contracting authority within a week from the end of the reporting period. These minutes shall also summarize all Architect's Instructions issued till that moment. In addition, the Contractor shall attend in a professional manner to any queries by the Contracting authority.
- The Contractor shall prepare quarterly progress and financial reports, and submit these to the Contracting authority within 4 weeks from the end of the quarter reported on.
- The Contractor shall prepare the provisional completion report, complete with agreed (by Contractor, Contractor and Contracting Authority's Monitoring Expert) snag list of outstanding defects to be made good during the defects liability period and including the as-built drawings.
- During the defects liability period, the Contractor shall prepare the quarterly defects liability report and the final completion report, including the final accounts.

1.2.4 Implementation Schedule

The implementation schedule for Phase 1 and 2 is shown in the table below, indicating the service periods for this consultancy.

Activity Description	duration
Phase 1 a: Preliminary and Detail Design	
Inception Report	30 calendar days

Preliminary Design, excluding Contracting authority's review	45 calendar days
Final Design and Bidding Documents, excluding Contracting authority's review	75 calendar days
Phase 1 b: Bidding Process Assistance	
Assisting Contracting authority in the tender process upon request of the Contracting authority	10 calendar days
Phase 2: Contract Management and Site Supervision	
Site Supervision Period	365 calendar days
Defects Liability and Warranty Period/Maintenance	365 calendar days

1.2.5 Deliverables:

The Contractor will prepare and submit specific stage reports and documents to the satisfaction of the Government of Uganda and the Financier. The content of the reports will be guided by the detailed scope shown in the terms of reference. Reports shall be written in English. The metric system will be used and the British standard codes applied. The contractor shall have sole responsibility for all the information gathered and conclusions presented in the reports. The contractor will take into account all comments from the Contracting authority regarding each stage submission and modify submitted reports accordingly.

Phase 1 a: Preparation of Design and Bidding Documents (BoQs and technical specifications)
<p>Inception Report</p> <ul style="list-style-type: none"> • Overview of mobilization, approach, programme, checklist, etc. for the assignment
<p>Draft Preliminary Design Report</p> <ul style="list-style-type: none"> • Narrative explanatory report, covering works and supplies • Location plans (scale 1:2500) • Site Plans (scale 1:500, 1:1000) • Architectural floor plans, sections and elevations (scale 1:100) • Foundation and Structural Design principles • Sustainable Architecture principles • Installation principles • Construction and finishes principles • Cost estimates (based on cost per unit area for comparable projects)
<p>Preliminary Design Report</p> <ul style="list-style-type: none"> • See Draft Preliminary Design Report, plus, where applicable • Separate Final Environmental Impact Assessment Reports

<p>Draft Final Design and Bidding Documents Report</p> <ul style="list-style-type: none"> • Narrative explanatory report, covering works and supplies • Where applicable, Environmental Impact Assessment Approvals including (district/NEMA) • No objections of the relevant authorities for services • Location plans (scale 1:2500); site plans (scale 1:500, 1:1000) • Facility block plans (scale 1:200) • Architectural floor plans, sections and elevations (scale 1:100) • 3 dimensional drawings (perspectives) • Architectural and external works details (Scale 1:10, 1:20, 1:50) • Services drawings-electrical/mechanical/communication (scale 1:100) • Technical Specifications and Bills of Quantities for the works • Confidential cost estimates for works (based on priced Bill of Quantities)
<p>Final Design Report and Bidding Documents Report</p> <ul style="list-style-type: none"> • See Draft Final Design and Bidding Documents Report
Phase 1 b: Tender and Contracting Process for Works
<p>Relevant responses to tenderer's clarification requests, addenda and meeting minutes</p> <p>Time sheets</p>

Phase 2: Contract Management And Site Supervision
<p>Meetings and Minutes</p> <ul style="list-style-type: none"> • Minutes of all technical meetings held at the facility, including technical handover meetings, monthly site meetings, technical commissioning, etcetera (circulated to all participants). • Weekly Site Supervision Reports for Works. • Minutes of Monthly Site Meetings for Works
<p>Quarterly Progress and Financial Reports for Works</p> <ul style="list-style-type: none"> • Brief overview of all activities on site • Progress in relation to the contractor's work plans, including issued instructions • Financial appraisal including summary of payments, variation costs, and contract cost status etcetera • Meeting minutes and progress photographs for the quarter
<p>Practical Provisional Completion Reports for Works</p> <ul style="list-style-type: none"> • All elements noted in the above reporting category • Agreed snag list of outstanding/ defective works to be completed and rectified during the Defects Liability Period • Copies of site handover certificates signed by the contractor, contractor and the Contracting authority, user • Reports on required user trainings and maintenance for the works • As-built drawings • Copies of provisional Acceptance Certificates • Progress with obtaining occupational permits (if needed)

<p>Quarterly Defects Liability Period Reports for Works</p> <ul style="list-style-type: none"> • Progress with rectification of listed/ emergent snags • Updated reports on required user trainings for the works • Copies of occupational permits • Draft operation and maintenance manuals
<p>Final Completion Reports for Works</p> <ul style="list-style-type: none"> • Project and consultancy background • Degree of fulfilment of the consultancy TOR • Financial report including all payments, variations, and contract cost status, final accounts, etcetera • Report on rectification of listed/ emergent snags • Copies of final Acceptance Certificates • Final Operation and maintenance manuals • As-built drawings
<p>Final Inspection Report for Supplies</p> <ul style="list-style-type: none"> • Final technical components for the supply contracts • User information, operation manuals and technical document • Certificate of Satisfactory Delivery • As-installed drawings

All deliverables (reports) will be submitted as follows:

- Hardcopy submissions: one original and two copies, all copies to be of the same quality as the original i.e. colour, visibility, page arrangement/ orientation, etc.
- One electronic copy including drawings. Drawings and schedules shall be on A3 paper size. Electronic copies shall be direct to PDF, Auto CAD and or ArchiCAD (for drawings), Microsoft Excel for Bills of Quantities and M/s word 2007/2010 or higher (for narrative reports and tender documents). The format of the reports for Phase 2, shall be discussed with the Contracting authority and be prepared as per discussions, and submitted for approval to the Contracting authority.

1.6 Quality management

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

1.7 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.

The consultant undertakes to deliver a project management plan to be approved by the contracting authority and her advisors within 7 calendar days following notification of contract award.

This plan must sufficiently anticipate situations to allow the contracting authority to take decisions or provide answers or supply the documents that are incumbent upon it.

The project management plan must be consistent with the work planning. It will be aligned with the work planning and will be based on the same document.

The contractor will be sole manager of the planning of all activities required to perform this

public contract. In particular, he will plan:

- Dates for delivering implementation plans that he needs,
- Indication of deadline dates for decisions to be taken by contracting authority;
- Indication of deadline dates for the conclusion of modifications to orders being elaborated;

1.2 Requirements for the resources

1.2.1 Composition of the team

The nature of the assignment requires that the contractor shall assemble a well-qualified and experienced team. Specific expertise shall be provided in structural strategic planning, environment protection, sustainable sanitation, construction engineering, electricity, including renewable energy, and passive sustainable architecture. The contractor team shall include but not be limited to the following key experts whose CVs shall be provided and evaluated under the award criteria

Experts

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

a) **Architect:** The team leader shall be a registered architect, possess a degree and a minimum 7 years of experience in building and structural work, with experience in passive cooling and energy conservation design strategies of buildings. The expert shall have carried out projects of similar nature in the public sector in developing countries.

b) **Civil/Structural Engineer:** shall be a registered Engineer, holder of a university degree and a minimum 7 years of experience in building and structural work, preferably health institution buildings.

c) **Mechanical Engineer:** The Mechanical engineer shall be a holder of a university degree in Mechanical Engineering and have minimum of 5 years of experience in mechanical installation for large institutional buildings and systems. The expert shall have at least 3 years working experience on public health mechanical system/installation

d) **Sustainability Expert:** The sustainability expert shall be an architect, possess a degree and a minimum 7 years of experience in building and structural work, with experience in passive cooling and energy conservation design strategies of buildings. The expert shall have carried out projects of similar nature in the public sector in developing countries

e) **Electrical Engineer:** The electrical engineer shall be a holder of a university degree in Electrical Engineering and have minimum of 5 years of experience in electrical and mechanical installation for large institutional buildings and systems. The expert shall have at least 3 years working experience on public health Electrical system/installation

f) **Quantity Surveyor:** The Quantity surveyor shall be a registered surveyor and a holder of a

university degree in Building Economics or Quantity Surveying, with a minimum 7 years of experience in building and structural work, preferably health institutional buildings. The expert shall have carried out projects of similar nature in the public sector in developing countries.

g) **ICT Expert:** The Information and communication Technology Expert/ engineer shall be a holder of a university degree in ICT/Electrical Engineering and have minimum of 5 years of experience in ICT and Telecommunication systems installation for large institutional buildings. The expert shall have at least 3 years working experience on public health ICT system/installation

Non-Key Experts:

Clerk of Works: shall be a holder of at least an ordinary diploma in civil/building engineering with 5 years' general experience in works and 3 years' specific experience as a building works foreman in works of an equivalent nature and volume. The experience shall be after graduation in relevant qualifications. Availability: Full time on site.

NB: The contractor shall provide the CV of the clerk of works after the first phase of the contract which will be evaluated and approved by the contract management team from the contracting authority

1.2.2 Management of the Team

The Contractor shall identify a coordinator/team leader within its organization 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.

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.

1.3 Location and site characteristics

The project site is located in the centre of Arua City at Arua Regional Referral Hospital. A preliminary physical assessment of the site reveals predominantly stable soil, with minimal slopes and fairly good natural and artificial drainage, interspaced with patches of lawn/grass and concrete paving. However, the contractor is required to carry out an independent geological survey to make well informed design decisions. The site is connected to grid electricity (West Nile Electricity Company-WENRECO) and piped water (National Water Sewerage Corporation-NWSC).

2 General provisions

2.1 Derogations from the General Implementing Rules

Chapter ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

2.2 Contracting authority

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

For this procurement contract, Enabel is represented by person(s) who 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 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

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

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

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

² Belgian Official Gazette of 18 November 2008.

Organisation³ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁶;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel 's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.;

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

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

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

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

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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

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

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days shall 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 special 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 candidate's 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 direct services contract.

3.2 Scope of the contract

3.2.1 Subject-matter

This services procurement contract consists of consultancy services for design and supervision of works for Call & Dispatch Centre in Arua Regional Referral Hospital in conformity with the conditions of these Tender Specifications.

3.2.2 Items

This procurement contract consists of the items stated in section 1 “technical specifications”

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

3.2.4 Variants

Each tenderer may submit only one tender. Variants are forbidden.

3.5 Duration of the contract

The procurement contract starts upon award notification and lasts 890 calendar days. 525 calendar days up to practical completion and 365 calendar days for defects liability period

3.8 Value of the contract

The estimated maximum value for this contract is 50,000 Euros

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.

4.1 Managing official (Art. 11)

The managing official is Ms. Monica Imi, Intervention Manager Health projects, email; monica.imi@enabel.be supported by Mr. Frank Waibale, Infrastructure expert, email; frank.waibale@enabel.be

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

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

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

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

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

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

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

4.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by a subcontractor

PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT) During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

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

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

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

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

4.6 Performance bond (Art. 25 to 33)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.7 Conformity of performance (Art. 34)

The 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)

For this procurement contract, price reviews are not permitted.

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

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

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

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

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

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

4.8.4 Unforeseen circumstances

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

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Shall 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 890 calendar days as from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

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

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

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

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

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

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

The services will be performed at the following address mentioned in section 1.4 "Location and site characteristics"

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)

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

APEDO, Macmillan
macmillan.apedo@enabel.be
Financial controller-LSF project
Lourdel Road, Nakasero
Annex Building, Rm D004
PO Box 40131, 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 e.g. reports.

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.

No advance may be asked by the contractor and the progress payments shall be made after provisional acceptance of each deliverables as below;

Payments will be made as follows:

Phase 1: Preparation of Design and Bidding Documents (40% of total contract value)

- 10% for Inception Report
- 30% for Preliminary Design review
- 40% for Final Design and
- 20% for Bidding Documents, including Bidding Process Assistance

Phase 2: Contract Management and Supervision Services (60% of total contract value)

90% Contract Management and Site Supervision (Pro rata basis according to physical progress up to practical handover of facility to the Contracting Authority)

10% Defects Liability and Warranty Period (After successful completion of the defects liability period and final hand over of facilities to the Contracting Authority)

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 15/07/2021 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to UGA_CSC_CONTRACTS@enabel.be with copy to Eva.Matovu@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 Contracting Authority shall organize a compulsory site visit and clarification meeting at the time and location specified below. The potentially interested economic operators shall confirm their attendance by e-mail to the above-mentioned addresses at least three working days before the site visit.

Meeting venue	Date and time
Arua Regional Referral Hospital	12th /7/2022 at 10:00AM

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 and Articles of Association
- Financial Identification Form
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- Tax Clearance Certificate (e.g.; URA, as applicable)
- Social Security Contribution Clearance (e.g. NSFF as applicable)
- An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol);
- Technical 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. 5 pages)
- Quality management (max. 1 page)
- Project management (max. 2 pages)
- Resource management (proposal (max. 2 pages) + 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 lump sum contract, meaning a contract in which a flat rate price covers the whole performance of the contract or each of the items of the inventory.

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

Elements included in the price

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

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

The packaging;

Training required for operation;

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

Customs and excise duties for equipment and products used;

This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda.

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 per procurement contract.

The tenderer submits his tender as follows:

The tenderer shall submit the administrative, technical and financial proposals as separate email attachments.

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

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

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

The final date and time for receiving tenders is 25/07/2022, 2:00PM, Kampala Time.

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

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

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

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

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

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

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

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

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

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

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

Selection criteria

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

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 40,000 EUR during the past three financial years
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in organisational assessment and capacity development
Minimum Standard	Minimum of 2 assignments within the scope of the tender, which were totally and successfully completed in the last 3 years, out of which at least 1 was completed in Uganda. Each of the similar assignments shall be at least 30,000 Euros

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: 60 %;

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

N.	Qualitative Award Criteria	Max. Points: 60
1.	Quality of the proposed Technical Methodology Service works processes – 8 Points Techniques e.g. benchmarking, case studies, photography- 6 Points Strategy - 6 Points	20 Points
2.	Proposed Quality and Project management Work plan & timetable of activities; 8 points Risks management; 4 Points Quality assurance processes and procedures; 6.5 points Responsibility centers (i.e who is responsible for what); 1.5 points	20 points
3.	Quality of the proposed Resource management; Key Experts: Education background; 8 Points	20 Points

	Experience; 8 Points Deployment schedule; 4 Points	
--	---	--

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

- Price: 40 %;

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

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

Final score

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

5.6 Award and Conclusion of Contract

5.6.1 Awarding the contract

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

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

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

The contracting authority maintains the right to award only a certain lot or certain lots.

5.6.2 Concluding the contract

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

Notification is via e-mail.

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.

Tender Specifications – Procurement reference number

6 Annexes

6.1 Technical documents

- Aa-006 Plot Plan Aa-006 Plot Plan (1) ARUA RRH
- Final Call Dispatch centre drawings for Arua Yumbe RRHs
- Site layout Arua RRH

6.2 Contractual Documents

Model Performance Bond

Only for the successful tenderer:

Bank X Address

Performance bond n° X

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

X, address (the “Bank”)

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

“Public procurement contract for Consultancy services for design and supervision of works for Call & Dispatch Centre in Arua Regional Referral Hospital, tender documents Enabel UGA20003-10017” (the “Contract”).

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

This performance bond shall be released in accordance with the provisions of the tender documents Enabel UGA20003-10017 and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

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

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

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

Done in X on X Signature: Name:

Tender Specifications – Procurement reference number

6.3 Procedural Documents – Tender Forms

6.3.1 ADMINISTRATIVE PROPOSAL

Legal Identification forms

I. PERSONAL DATA FAMILY NAME(S) ① FIRST NAME(S) ① DATE OF BIRTH JJ MM YYYY PLACE OF BIRTH (CITY, VILLAGE) COUNTRY OF BIRTH TYPE OF IDENTITY DOCUMENT IDENTITY CARD PASSPORT DRIVING LICENCE ② OTHER ③ ISSUING COUNTRY IDENTITY DOCUMENT NUMBER PERSONAL IDENTIFICATION NUMBER ④ PERMANENT PRIVATE ADDRESS POSTCODE P.O. BOX CITY REGION ⑤ COUNTRY PRIVATE PHONE PRIVATE E-MAIL	
II. BUSINESS DATA <div style="text-align: right;">If YES, please provide business data and attach copies of official supporting documents</div>	
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? YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY
DATE	SIGNATURE

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

Legal person entity private/public legal body

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

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

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

③ Registration number in the national register of the entity.

Public law entity

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

^① National denomination and its translation in EN or FR if existing.

^② NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.

^③ Registration number in the national register of companies. See table with corresponding field denomination by country.

Financial identification form

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

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

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

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

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° involvements 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, human rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

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

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

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

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

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions>
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>
https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf For

Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2

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

Integrity statement for the tenderers

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

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

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

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

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

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

Place, date

Tender Specifications – Procurement reference number

Economic and financial capacity Form

Financial Statement

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

Financial data	Year- 2 € or NC	Year- 1 € or NC	Last year € or NC	Average € or NC
Annual turnover, excluding this public contract ¹⁰				

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

¹⁰ Last accounting year for which the entity's accounts have been closed.
Tender Specifications – Procurement reference number

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 shall be no longer than 3 pages.

<i>Name of expert</i>	<i>Proposed position</i>	<i>Educational background – formal qualification</i>	<i>Educational background – training on training and coaching</i>	<i>Years of relevant experience</i>	<i>Specialist areas of knowledge</i>
	<i>Coordinator / Team leader</i>				
	<i>Expert 1</i>				
	<i>Expert 2</i>				
	<i>Expert 3</i>				
	<i>Expert 4</i>				
	<i>Expert 5</i>				
	<i>Expert 6</i>				
	<i>Expert 7</i>				

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

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

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

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

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

Shall 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	Percentage value of total contract price	Lump-sum unit prices exc. VAT*
1.	Phase 1 a: Preparation of Design and Bidding Documents (BoQs and technical specifications) Phase 1 b: Tender and Contracting Process for Works	40%€
2.	Phase 2: Contract Management And Site Supervision	60%€
Grand Total price excluding VAT		€
VAT percentage (if applicable):		%

Total amount in words:
--

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

Tender Specifications – Procurement reference number