



INTERNATIONAL TELECOMMUNICATION UNION



Request for Quotation RFQ-S-BDT-2023-033

Provision of a capacity building needs assessment in ICT skills to support the development of the ICT sector in Uganda

Quotes to be received by Friday, 9 June 2023 at 15:00 Geneva Time



Subject: Provision of a capacity building needs assessment in ICT skills to support the development of the ICT sector in Uganda

Request for Quotation (RFQ): RFQ-S-BDT-2023-033

Date: 22/05/2023

Dear Madam/Sir,

The International Telecommunication Union (ITU) is pleased to invite your company to submit a quote for the items described in the technical specification in **Annex IV**.

Your Quote must be received by the ITU at the following e-mail address salimata.diallo@itu.int with copy to proc@itu.int, and no later than **Friday 9 June 2023 at 15:00 Geneva Time**. Late Quotes shall be rejected.

Should you have any request for clarifications, please address a mail to salimata.diallo@itu.int with copy to proc@itu.int no later than **Friday 29 May 2023 at 15:00 Geneva Time**.

Participation in this RFQ indicates acceptance of the ITU General Conditions provided in **Annex III**. Any proposed modifications and/or reservations to this annex must be stated in your proposal and will be subject to further review before a contract can be concluded with you.

We look forward to receiving your Quote.

Yours sincerely,

Salimata Diallo
Procurement Officer
International Telecommunication Union

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|------------|---------------------------|
| Annex I: | Bidder's Information Form |
| Annex II: | Bidder's Quotation Form |
| Annex III: | ITU General Conditions |
| Annex IV: | Technical specification |



BIDDER'S INFORMATION FORM

| | |
|------------------------|---|
| 1. SUBJECT | |
| Request for Quotation: | RFQ-S-BDT-2023-033 |
| Requirements: | Provision of a capacity building needs assessment in ICT skills to support the development of the ICT sector in Uganda |

| | |
|--|--|
| 2. PROPOSAL SUBMITTED BY A SINGLE ECONOMIC OPERATOR | |
| Bidder: | [Insert Full Name of the entity submitting a Proposal] |

| | |
|--|---------------------|
| 3. BIDDER INFORMATION | |
| Corporate Name: | |
| Legal Status: | |
| Authorized Capital: | |
| Headquarters Address: | |
| Place of Business Address: | |
| Telephone: | |
| Fax: | |
| Trade Registered N°: | |
| VAT N°: | |
| UNGM Registration N°:¹ | |
| Date established: | |
| Permanent Workforce: | |
| Number of Secondary Offices: | |
| Names of Main Managerial Staff: | 1) 2) 3) |
| Names and Job Positions of Person Authorized to represent the Company: | 1) 2) 3) |
| Certification (if any): | |
| Accreditation (if any): | [Type and Validity] |

COMPANY STAMP

Signature:

Name:

Position:

Tel.:

E-mail:

Date:

**BIDDER'S QUOTATION FORM**

Subject: Provision of a capacity building needs assessment in ICT skills to support the development of the ICT sector in Uganda

RFQ Reference: RFQ-S-BDT-2023-033

Place of Delivery: Uganda

Bidder shall complete the following:

| No. | Item Description | Total Price USD |
|---------------------------------|---|--------------------|
| 1 | Inception report: The inception report outlines the plan of action and contains a detailed description of a stakeholder consultation and engagement mechanism, an effective and efficient data collection methodology and time frame for conducting the assessment and completing the assignment. | |
| 2 | Stakeholder consultation report detailing current and desired ICT skills, competencies, training; skills. | |
| 3 | ICT skills and training needs analysis report articulating the recommendations on general ICT training requirements for ICT staff and non-Staff in the target public and private sectors the required and desired ICT skills. | |
| 4 | Action plan, M&E framework and final report, policy recommendations and guidelines. | |
| Etc. | | |
| TOTAL (VAT EXCLUDED) | | |

| | |
|---------------------------------|-----------------|
| Delivery Time | [In days/weeks] |
| Warranty (if applicable) | [In months] |



ITU General Conditions of Contract for the Provision of Services and Goods

1. Legal status of the parties

1.1. The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis ITU. The Contractor's representatives, personnel and sub-contractors shall not be considered in any respect as being the employees or agents of ITU, and the Contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

1.2. Under no circumstances may the Contractor, its representatives, personnel and/or sub-contractors claim any of the privileges, immunities and facilities enjoyed by ITU, in order to obtain any exemption from, or reimbursement for, costs related to any taxes, duties, fees or levies whatsoever, which may be imposed upon them in connection with the Contract or otherwise, or to be immune from any claim or judicial process arising out of the performance of the Contract, for which the Contractor shall assume full responsibility, or brought against them on any other grounds.

2. Non-exclusivity

Unless otherwise specified in the Contract, ITU shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and ITU shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

3. Source of instructions

Unless agreed upon in writing and in advance with ITU, the Contractor shall neither seek nor accept instructions from any authority external to ITU in connection with the performance of its obligations under the Contract. Should any authority external to ITU seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify ITU and provide all reasonable assistance required by ITU. The Contractor shall refrain from any action which may adversely affect the interests of ITU and shall fulfill its commitments with the fullest regard to the interests of ITU.

4. Contractor's responsibility for its employees

To the extent that the Contract involves the provision of any services to ITU by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

4.1. The Contractor shall be responsible for the professional and technical competence of the personnel and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws, regulations, rules and ordinances promulgated by the competent authorities, as well as the local customs, and conform to a high standard of moral and ethical conduct.

4.2. Such Contractor Personnel shall be professionally qualified and, if required to work with officials or staff of ITU, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

4.3 At the sole discretion of ITU:

4.3.1. the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by ITU prior to such personnel's performing any obligations under the Contract;

4.3.2. any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of ITU prior to such personnel's performing any obligations under the Contract; and

4.3.3. in cases in which, pursuant to **Section 4.3.1 or 4.3.2**, above, the ITU has reviewed the qualifications of such Contractor's personnel, the ITU may reasonably refuse to accept any such personnel.

4.4. Without prejudice to the above and written request of ITU stating the reasons therefore, the Contractor shall remove any member of its personnel and shall replace, if necessary, such member by another one acceptable to ITU. The Contractor shall submit to ITU sufficiently in advance the curriculum vitae of the person it envisages to newly designate, who shall meet the standard requirements stated in this Section, for ITU's consideration and approval, which shall not be unreasonably withheld or delayed by the latter. Costs and additional expenses resulting from such removal of any member of the Contractor's personnel and/or that of its sub-contractor(s) and his replacement shall be at the Contractor's own expense. Such removal shall not be considered, in and of itself, as termination in part or in whole of the Contract between ITU and the Contractor, and ITU shall not bear any liability in respect of such withdrawn or replaced personnel. If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with ITU officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

4.5. Nothing in this Section shall be construed to create any obligations on the part of ITU with respect to Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

4.6. In cases where the Contractor is required to perform any obligations to premises or other property of ITU, the Contractor shall be responsible for requiring that all personnel assigned to perform such obligations:

4.6.1. undergo and comply with security screening requirements made known to the Contractor by ITU, including, but not limited to, a review of any criminal history;

4.6.2. when within the ITU premises or on ITU property, display such identification as may be approved and furnished by ITU security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to ITU.

4.7. All operations of the Contractor, including, without, limitation, storage of equipment, materials, supplies and parts, within ITU premises or on ITU property shall be confined to areas authorized or approved by ITU. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within ITU premises or on ITU property without appropriate authorization from ITU.

5. Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of ITU.



6. Subcontracting

In the event the Contractor requires the services of sub-contractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval and clearance of ITU for all such sub-contractors. ITU shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that ITU reasonably considers is not qualified to perform obligations under the Contract. Any such rejections or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, including those performed by its subcontractors. The approval by ITU of a sub-contractor shall not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of the Contract.

7. ITU officials not to benefit

The Contractor warrants that no official, representative, employee or other agent of ITU has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or any other contract with ITU or the award thereof, or for any other purpose intended to gain an advantage for the Contractor. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

8. Non-employment of respective personnel

Neither ITU nor the Contractor shall, during the period of one year following the completion of all Contractor's obligations, either employ or consider employment of any member of the personnel of the other Party without the prior written approval of the latter.

9. Observance of the law

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.

10. Contractor warranties concerning performance

10.1. In addition to and without limiting any other warranties, remedies or rights of ITU stated in or arising under the Contract, the Contractor warrants and represents that:

- 10.1.1 it has the legal right and authority to enter into the Contract and to observe and perform fully its obligations set forth therein, and that its performance will not conflict with or violate any commitment, agreement, or understanding it has or will have to or with any third party;
- 10.1.2. it shall perform its obligations in good faith and in the best interest of ITU, in accordance with the highest professional standards, and that its performance of obligations under the Contract will meet the specifications, timeframes and related requirements set forth therein;
- 10.1.3. it has obtained and shall maintain, in full force and effect, all authorizations, licenses, certificates, permits, and insurance necessary or required, as the case may be, to perform its obligations;

10.1.4. in performing its obligations under the Contract, the Contractor will not violate any applicable laws, regulations nor will infringe, violate or misappropriate any copyright, patent, trade secret, trademark or other intellectual property or proprietary right held by any third party.

10.2. If the Contractor's performance does not meet the requirements referred to in the Contract and these General Conditions, the Contractor will, promptly and at its own expense, correct all defects and non-conformities.

10.3. If any defect or failure in the performance of the Contractor cannot be rectified by remedial measures within the reasonable period set by ITU, the Contractor will be considered to be in default and in addition to exercising any suspension or termination rights set forth in the Contract, ITU shall have the right to independently replace or repair the Services and the Contractor will be obligated to reimburse ITU for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by ITU to the Contractor.

11. Contractor warranties concerning labor

11.1. The Contractor represents and warrants to ITU that, during the term of this Contract, the Contractor will abide by, observe and comply with in all respects all laws, statutes, rules, regulations and legal requirements applicable in respect of the Contractor personnel.

11.2. Without limiting the generality of the foregoing, the Contractor represents and warrants to ITU that, at all times and in all circumstances relevant to the performance of the Contract, and in respect of the Contractor Personnel, the Contractor will abide by, observe and comply with the following principles concerning rights which are subject of the relevant international labor standards of the International Labor Organization:

- 11.2.1. the right of workers, without distinction, to establish or join organizations of their own choosing, to be protected against anti-union discrimination and to bargain collectively;
- 11.2.2. prohibition of forced or compulsory labor in all its forms;
- 11.2.3. equal remuneration for men and women for work of equal value;
- 11.2.4. equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, color, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of the contract takes place;
- 11.2.5. prohibition of the employment of children below fourteen (14) years of age or, if higher than fourteen (14), the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of the contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher;
- 11.2.6. prohibition of the employment of persons under the age of eighteen (18) for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons under the age of eighteen (18);
- 11.2.7. payment of wages in legal tender, at regular intervals, in full and directly to the workers concerned;
- 11.2.8. provision of wages, hours of work and other conditions of work, including social security, at least as favorable as those established by collective agreement, arbitration award or applicable laws or regulations for work of the same character in the trade or industry concerned in the area where work is carried out; and
- 11.2.9. adequate safety and health standards in the workplace(s) where work is carried out.

12. Indemnification

12.1. The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, ITU, its officials, agents, servants and employees from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind brought by a third party against ITU, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising out or relating to:

- 12.1.1. allegations or claims that the possession of or use by ITU of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to ITU under the terms of the Contract, in whole or in part, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; and,
- 12.1.2. acts or omissions of the Contractor, or the Contractors' representatives, employees, officers, agents, servants or subcontractors, in the performance of the Contract.



12.2. The indemnity set forth in **Section 12.1.1**, above, shall not apply to a claim of infringement resulting from the Contractor's compliance with specific written instructions by ITU directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications

not normally used by the Contractor.

12.3. ITU shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges, immunities and facilities of ITU or any matter relating thereto, for which only ITU itself is authorized to assert and maintain. ITU shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.4. In the event the use of any goods, property or services provided or licensed to the ITU by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.4.1. procure for ITU the unrestricted right to continue using such goods or services provided to ITU;

12.4.2. replace or modify the goods or services provided to ITU, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; or

12.4.3. refund to ITU the full price paid by ITU for the right to have or use such goods, property or services, or part thereof.

12.5. The obligations under this Section do not lapse upon termination or completion of the Contract.

13. Insurance and liability

13.1. The Contractor shall pay ITU promptly for all loss, destruction, or damage to the property of ITU caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2. Prior to commencement of performance of any other obligations under the Contract, the Contractor shall provide and thereafter maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract, insurance reasonably adequate to deal with losses, and more specifically:

13.2.1. insurance against all risks in respect of its property and any equipment used for the execution of the Contract or any good to be delivered to ITU;

13.2.2. workmen's compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to its employees sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3. liability insurance in an adequate amount to cover any and all third party claims, including but not limited to, claims for death or bodily injury, products and completed operations liability, or loss of or damage to property, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, servants or sub-contractors during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles or other equipment, whether or not owned by the Contractor; and,

13.2.4 such other insurance as may be agreed upon in writing between ITU and the Contractor.

13.3. Except for the workmen's compensation insurance, the insurance policies under **this Section 13** shall:

13.3.1. name ITU as additional insured;

13.3.2. include a waiver of subrogation of the Contractor's rights to insurance carrier against ITU; and,

13.3.3. provide that ITU shall receive at least a thirty (30) calendar days written notice from the Contractor's insurance carrier prior to any cancellation or change of coverage.

13.4. The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.5. The Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to ITU. Prior to the commencement of any obligations under the Contract, the Contractor shall provide ITU with evidence, in the form of certificate of insurance or such other form as ITU may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. ITU reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of **Section 13.3**, above, the Contractor shall promptly notify the ITU concerning any cancellation or material change of insurance coverage required under the Contract.

13.6. The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. Encumbrances and liens

The Contractor shall not cause or permit any lien, attachment or any other encumbrances by any person to be placed on file or to remain on file in any public office or on file with ITU against any monies due or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor.

15. Title to equipment and supplies furnished by ITU

Title to any equipment and supplies that may be furnished by ITU to the Contractor for the performance of any obligations under the Contract shall rest with ITU and any such equipment and supplies, if any, shall be returned to ITU at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment and supplies, when returned to ITU, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate ITU for the actual costs of any equipment lost, damaged or degraded beyond normal wear and tear.

16. Copyright, patents and other proprietary rights

16.1. Except as otherwise expressly provided in writing in the Contract, ITU shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for ITU under the Contract and which bear a direct relation to or are produced



or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for ITU.

16.2. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance or its obligations under the Contract, ITU does not and shall not claim any ownership interest thereto, and the Contractor grants to ITU a worldwide, perpetual, royalty-free license to use such intellectual property or proprietary rights.

16.3. At the request of ITU, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such rights and transferring or licensing them to ITU in compliance with the requirements of the applicable law of the Contract.

16.4. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of ITU, shall be made available for use or inspection by ITU at reasonable time and in reasonable places, shall be treated as confidential, and shall be delivered only to ITU authorized officials on completion of the work under the Contract.

17. Confidential nature of documents, information and other data

17.1. Documents, information and other data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that it designates as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

17.2. The Recipient shall:

17.2.1. use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

17.2.2. use the Discloser's Information solely for the purposes for which it was disclosed.

17.3. Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the information confidential in accordance with the Contract and this **Section 17**, the Recipient may disclose Information to:

17.3.1. any other party with the Discloser's prior consent; and,

17.3.2. the Recipient's employees, officials, representatives and agents who have a need to know such information for purposes of performing obligations under the Contract, and employees, officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

17.3.2.1. a corporate entity which the Recipient owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

17.3.2.2. any entity over which the Recipient exercises effective managerial control; or,

17.3.2.3. for ITU, a governing organ, or subsidiary organ of ITU established in accordance with the Constitution, the Convention of ITU or any decisions of the ITU Plenipotentiary Conference or of the ITU Council.

17.4. The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of ITU, the Contractor will give ITU sufficient prior notice of a request for disclosure of Information in order to allow ITU to have a reasonable opportunity to take protective measures or such other actions as may be appropriate before such disclosure is made.

17.5. ITU may disclose Information to the extent as required pursuant to the Constitution and Convention of ITU, the rules, decisions, resolutions, and recommendations of its governing organs, or rules promulgated by the Secretary-General.

17.6. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

18. Provisions applicable for the purchase of goods

To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of such goods:

18.1 Delivery, inspection and acceptance of goods

Unless otherwise specified in the Contract, the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. No partial shipment shall be accepted by ITU unless previously agreed to by ITU in writing. Risk of loss or damage to the goods shall be borne solely by the Contractor until physical delivery of the goods to ITU or the beneficiary has been completed as stipulated in this Contract. Delivery of the goods shall not be deemed in and of itself as constituting acceptance of the goods. All goods delivered are subject to inspection by ITU or ITU's designated agent(s) at their final destination, and ITU may refuse acceptance of any goods which are not delivered in accordance with the Contract and these General Conditions. ITU may condition the acceptance of goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. All reasonable facilities and assistance shall be furnished to ITU or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

18.2. Packaging, transportation and freight of the goods

The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner and shipped in accordance with the instructions appearing in this Contract or, otherwise, in accordance with the generally accepted commercial standards of packaging for the type of goods specified herein and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials. The original transport documents (e.g. Bill of Lading, Air Waybill, postal-certificate, tax invoice etc.) are to be sent by airmail to the consignees named on the order form, together with a detailed list of the contents of each case or package. Duplicates of these documents with a reference to the Contract are to be sent to ITU, Procurement Division, Place des Nations, CH-1211 Geneva 20, Switzerland, PROC@itu.int immediately and without waiting for the preparation of invoices.

18.3. Warranty of goods

Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of ITU stated in or arising under the Contract, the Contractor warrants and represents that:



18.3.1. The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and are of even quality, free from faults and defects in design, material, manufacture and workmanship;

18.3.2. The goods are new and unused and are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

18.3.3. If the Contractor is not the original manufacturer of the goods, the Contractor shall provide ITU with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

18.3.4. The goods are free from any right of claim by any third party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.

All such warranties shall remain effective for a period of at least two (2) years following acceptance of goods, or as otherwise defined in this Contract. During the warranty period, upon written notification to the Contractor by ITU, the Contractor shall, promptly and at its own expense, correct all defects and non-conformities. If the defects and non-conformities cannot be corrected, the Contractor shall, at Contractor's cost and at the choice of ITU, either replace the defective goods of the same or better quality or remove the defective goods and fully reimburse ITU for the purchase price paid for the defective goods.

18.4. Rejection of goods

Notwithstanding any other rights of, or remedies available to ITU under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, ITU, at its sole option, may reject or refuse to accept the goods, and within thirty (30) calendar days following receipt of notice from ITU of such rejection or refusal to accept the goods, the Contractor shall, in the sole option of ITU:

18.4.1. Provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods by ITU; or

18.4.2. repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or

18.4.3. replace the goods with goods of equal or better quality; and

18.4.5. pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to ITU.

In the event that ITU elects to return any of the goods for the reasons specified in this Section, ITU may procure the goods from any third source. In addition to and without prejudice to any other rights or remedies to which ITU may be entitled under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, inter alia, the costs for engaging in such procurement, and ITU shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account. A termination of the Contract by ITU in accordance with this Section shall not give rise to any claim against ITU for compensation for any damages, expenses, costs or losses incurred by the Contractor.

18.5. Title

The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to ITU upon delivery of the goods and their acceptance by ITU in accordance with the requirements of the Contract.

18.6. Export licensing

The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to ITU under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of ITU, ITU shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with ITU to enable ITU to take appropriate measures to resolve the matter.

19. Publicity and use of the name, emblem, acronym or official seal of ITU

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with ITU, nor shall the Contractor, in any manner whatsoever use the name, emblem, acronym or official seal of ITU in connection with its business or otherwise.

20. Audit and investigations

20.1. Each invoice paid by ITU shall be subject to a post-payment audit by auditors, whether internal or external, of ITU or the United Nations or by other authorized and qualified agents of ITU or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. ITU shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by ITU other than in accordance with the terms and conditions of the Contract.

20.2. ITU may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to ITU access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by ITU or the United Nations hereunder.

21. Termination

21.1. Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) calendar days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with **Section 29** below shall not be deemed a termination of this Contract.

21.2. ITU may terminate forthwith this Contract at any time by providing written notice to the Contractor in any case which the mandate of ITU applicable to the performance of the Contract or the funding of ITU applicable to the Contract is curtailed or terminated, whether in whole or in part. In such a case the Contractor shall be reimbursed by ITU for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In addition, unless otherwise provided by the Contract, ITU may terminate the Contract without cause upon sixty (60) calendar days' written notice to the Contractor.



21.3. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, or the Contractor offers a settlement in lieu of bankruptcy or receivership, or should ITU reasonably determine that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract, then ITU may terminate this Contract forthwith. The Contractor shall immediately inform ITU of the occurrence of any of the above events.

21.4. In the event of any termination of the Contract, ITU shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. No payment shall be due from ITU to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract, and only if such work or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from ITU or prior to the Contractor's tendering of notice of termination to ITU.

21.5. In the event of any termination of the Contract, the Contractor shall, except as directed by ITU in the notice of termination or otherwise in writing:

21.5.1. take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

21.5.2. refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of the notice of termination;

21.5.3. place no further subcontracts or orders for materials, services, or facilities, except as ITU and the Contractor agree in writing;

21.5.4. terminate all subcontracts or orders to the extent they relate to the Contract;

21.5.5. transfer title and deliver to ITU the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced or acquired for Contract;

21.5.6. deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to ITU thereunder;

21.5.7. complete performance of the work not terminated, if any;

21.5.8. take any other action that may be necessary, or that ITU may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which ITU has or may be reasonably expected to acquire an interest.

21.6. The provisions of this Section are without prejudice to any other rights or remedies of ITU under the Contract or otherwise.

22. Force majeure; other changes in conditions

22.1. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to ITU, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify ITU of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Section, or upon being directly affected in its fulfilment of its obligation under the Contract by an event constituting Force majeure, ITU shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

22.2. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, ITU shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in **Section 21** above, except that the period of notice shall be seven (7) calendar days instead of thirty (30) calendar days.

22.3. Force majeure as used in this Section means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of either Party, and which neither Party, exercising due care, is able to overcome.

22.4. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which ITU is engaged in, preparing to engage in, or disengaging from humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute Force majeure under the Contract.

23. Modifications

23.1. Only the Head of the Procurement Division of ITU or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of ITU to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against ITU unless provided by a valid written amendment to the Contract signed by the Contractor and the Head of the Procurement Division of ITU or such other contracting authority.

23.2. If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with **Section 23.1** above.

23.3. The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning the subject matter of the Contract shall not be valid and enforceable against ITU nor in any way shall constitute an agreement by ITU thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with **Section 23.1**, above.

24. Severability

Each provision of the Contract constitutes a separate right or obligation. If any provision of the Contract is deleted, varied or declared unenforceable, that provision will be severed and the remainder of the Contract will continue in force regardless.

25. Non-waiver of rights

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

26. Mines



The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

27. Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the funds received from ITU under this Contract are used to provide support to individuals or entities that: (i) are associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999) and 1989 (2011); or (ii) are the subject of sanctions or other enforcement measures promulgated by the United Nations Security

28. Essential terms

The Contractor acknowledges and agrees that each of the provisions in **Sections 3, 4, 5, 6, 7, 9, 10, 11, 17, 26, 27** hereof constitutes an essential term of the Contract and that any breach of any of these provisions by the Contractor shall entitle ITU, in addition to and without limiting any other remedies or rights, to terminate the Contract immediately upon notice to the Contractor, without ITU bearing any liability for termination charges or any other liability of any kind.

29. Settlement of disputes and governing law

The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the procedure agreed between the Parties in writing. In the case of failure of such negotiations, the dispute shall be settled by a sole arbitrator to be nominated at the request of either of the Parties by the Court of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be Geneva. The language of arbitration shall be English. The arbitration shall be carried out in accordance with the Rules of Arbitration of the International Chamber of Commerce, as at present in force. The applicable substantive law shall be Swiss law. The arbitrator's ruling shall be binding and final upon the Parties and any recourse against this ruling to any court or tribunal shall be excluded.

30. Privileges, immunities and facilities

30.1. Nothing in or related to the Contract shall constitute a waiver, express or implied, of any of the privileges, immunities and facilities which ITU enjoys by virtue of the international agreements and national laws applicable to it.

30.2. Section 9 of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations adopted by the General Assembly of the United Nations on 21 November 1947 provides, inter alia, that ITU is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of ITU from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with ITU to determine a mutually acceptable procedure. The Contractor authorizes ITU to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with ITU before the payment thereof and ITU has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide ITU with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and ITU shall reimburse the Contractor for any such taxes, duties, or charges so authorized by ITU and paid by the Contractor under written protest.

TECHNICAL SPECIFICATION

Provision of a capacity building needs assessment in ICT skills to support the development of the ICT sector in Uganda

TERMS OF REFERENCE

1. Background

The Technical Assistance and Training to Uganda on National ICT Development Strategy project aims to support the development of the ICT sector in Uganda, contribute to its economic development and the reduction of poverty, while providing support to poverty alleviation activities in various forms. The project is framed under the Digital Uganda Vision framework and is designed in line with Uganda's Digital Transformation Programme in the Third National Development Plan (NDP III). Applying a three-pronged approach focused on the development of recommendations, capacity development and the implementation of pilot projects, the project contributes towards the implementation of a digitally empowered society and knowledge economy and to transform Uganda into a digitally enabled society that is innovative, productive, and competitive. Through its interventions the project further seeks to assist in the development of internet connectivity in the country and the resiliency of such networks and boost related opportunities to contribute to sustainable social and economic development. The project also assists the Government of Uganda in creating an enabling ICT policy and regulatory environment and to contribute to making ICT services affordable and accessible for all Ugandans.

To ensure sustainability, the project is implemented in line with relevant ITU project guidelines.

Context of the assignment:

In line with the NDP III and DUV framework, the project lays a foundation for ICT policy and planning with a focus on promoting the integration of ICT with other vertical industries in Uganda and driving the digital transformation of trade, government, education, health and other areas, and promoting employment and sustainable development. This will be delivered under the capacity development component of the entire project. The capacity development component of the project aims to improve the policymaking and implementation capacity of government and affiliated agencies, strengthen skills for local ICT industry and the population at large to drive the country's digital transformation agenda.

2. Objective of the assignment

The main objective for the skills needs assessment is to provide a roadmap for ICT skills set for capacity building and training designed in line with Uganda's Digital Transformation Programme in NDP III. The ICT skills and training needs assessment aims to identify relevant critical ICT skills needed to support the realization of an ICT lead economy for overall growth and development of the country.

The specific objectives of this assignment are to:

- a) Develop a methodology and plan to conduct the skills assessment in the digital economy in Uganda;
- b) Assess current and emerging ICT skills supply and demand by stakeholders in public and private sector and the needs in Uganda with the view to identify gaps, opportunities and detect specific needs that, if addressed, can generate new employment opportunities for young people.
- c) Develop, engage/assess, formulate, evaluate and prepare a capacity building action plan for both public and private sector; and
- d) Develop digital skills framework/roadmap.

The results of the assessment will facilitate co-designing digital skills development initiatives with Ministry of ICT and National Guidance, ITU, Uganda Institute of Information and Communications Technology (UICT) and other constituents in Uganda to;

- a) Strengthen the ICT policy and regulatory environment of Uganda and enhance capacities for policy makers, industry, academia and key stakeholders to;
- b) Enable and boost digital transformation in the country;
- c) Achieve a digitally enabled society and digital economy that is innovative and competitive;
- d) Strengthen and upgrade digital technologies and skills curricula and competency standards;
- e) Integrate digital technologies and skills trainings into existing educational programmes at national and local levels;
- f) Capacitate training institutions to deliver training programmes with digital skills components;
- g) Establish platforms/ forums to integrate the trained job seekers with opportunities in the digital economy (linking demand with supply); and,
- h) Identify sectoral digital skills demand and supply gap.

3. Scope of the assignment

The selected Bidder shall be required to interact with various players/stakeholders in the public and private sector to identify capacity-building needs, competence gaps and ICT skills training which will inform to improve the policymaking and implementation capacity of government and affiliated agencies, strengthen skills for local ICT industry and the population at large to drive the country's digital transformation agenda in both formal and informal sectors. The assignment will focus on public and private ICT sectors in Uganda. The assignment will provide a roadmap strategy for implementation of the capacity-building needs assessment report recommendations aligned with the ICT skills-based competency curriculum development framework.

To achieve comprehensive capacity-building needs assessment benefits, the assessment will target the following:

- a) **Capacity assessment:** The National development Plan III, ICT sector strategic investment and [ILO Global framework on core skills for life and work in the 21st century](#), [ITU Digital Skills Guidebook](#) as well as available approaches that can serve the scope of this assignment.

To define the core goals and objectives to be attained in regard to developing and nurturing a competitive human resource base in areas of skills-based learning/Training, research, innovation and pre-incubation. This is aimed at developing a critical mass of ICT skilled Ugandans and industry ready workforce to support the ICT sector projects.

Capacity assessment will specifically include:

- (i) **Organizational assessment:** to evaluate the level of organizational performance within specific entities targeting specialized sectors such as Education, Agriculture, Oil and Gas, Manufacturing, Health, ICT industry, Tourism, etc. The assessment will determine what skills, competencies, knowledge, and abilities of public and private sector in ICT industry etc. in order to identify the ICT capacity development and actions needed. This will determine the capacity gaps that need to be enhanced to achieve optimal organizational performance.
- (ii) **ICT occupational assessment:** to examine the ICT capacity gaps in relation to the desired ICT skills, knowledge, and abilities required for the affected occupational groups for the nation and the different sectors. This will identify which job-related gaps exist in the as-is and to-be states that need to be enhanced to support the rollout of the new skills-based program to create a critical mass ready to work force to support the ICT sector program initiatives.
- (iii) **Individual/Employee assessment:** to analyze how well individual employees are executing their roles and determine the individual's capacity to do new or different work through the utilization of ICTs. Individual assessment provides information on where employees need training and what kind.
- (iv) **Desk review of all relevant documents:** to include documents review of recent ICT skills survey reports, ICT skills and competency training needs assessment, national development plans, strategic plans for relevant sectors. 6th EAC development strategy 2021/22 – 2035/26, African Union Transformation Strategy (2020-2030), UNCTAD Technology and Innovation Reports, among other. This is aimed at identification of the ICT skills competency challenges and problems.

- (v) Interviews of key stakeholders: to interview key stakeholders such as employers, employees, policy makers/analysts in public and private sectors and especially targeting specialized sectors such as Education, Agriculture, Oil and Gas, Manufacturing, Health, ICT industry, Tourism, etc. The interview should seek to examine and refine the ICT skills competency gaps required to support the desired performance of ICT sectors in Uganda for existing formal and informal jobs, future jobs, ICT practitioners, self-employment/entrepreneurship, service delivery. This is aimed at increasing self-reliance, access and inclusion for all, innovation and creativity and improved quality of life.
- (vi) Capacity assessment questionnaire: to test the reliability and validity of data obtained in regard to the (i). to (v). to confirm the problems/challenges and HR capacity skills and competency gaps for public and private sectors and ICT industry etc. in Uganda and the region.

b) The assignment will be comprised of the following high-level deliverables:

- (i) Inception report outlining the work to be conducted.
- (ii) Kick-off meeting and stakeholder consultations to conduct AS–IS landscape assessment and understand the TO-BE state of the target organizations and sectors.
- (iii) Assessment of current and emerging digital skills supply and demand in the digital economy in Uganda.
- (iv) Gap analysis to determine where skills development and/or training is required in both public and private ICT sectors and other specialized sectors such as Education, Agriculture, Oil and Gas, Manufacturing, Health, ICT industry, Tourism, etc.
- (v) Analyzing and designing a knowledge, talent and skills-based competency framework for curriculum development based on the gaps identified to support the systematic implementation of training programs in Uganda and driving the digital transformation of trade, government, education, health and other areas, and promoting employment and sustainable development.
- (vi) Identification and documentation of ICT skills and training required in both public and private targeted sectors at various levels (institutional, occupational and individual) and functionaries (Government leaders, officers and information technology officers) to address the identified gaps.
- (vii) Action plan including short-, mid- and long-term capacity building programs to address the deficiencies identified in the target organizations and sectors.
- (viii) Monitoring and evaluation framework to assess outcomes and impact of the training in public and private sectors.
- (ix) Conducting a stakeholders' validation workshop to present the findings of the capacity building needs assessment for validation. The selected Bidder's role will be to manage the workshop, present the findings and record the deliberations, and produce the rapporteur's report. In addition, the selected Bidder shall organize all logistical requirements for the workshop including but not limited to procuring the venue, food and beverages, public address systems, stationery, rapporteur and sending out invitations.
- (x) Detailed guidelines and recommendation developed and presented based on the analysis.

4. Key deliverables and reporting

The expected deliverables for this assignment are detailed below.

(i) TASK 1: KICK-OFF MEETING – OBJECTIVE OF THE ASSIGNMENT AND INFORMATION GATHERING

The selected Bidder shall meet with ITU/Ministry of ICT and NG either remotely or at the Ministry of ICT and NG premises to discuss the assignment, i.e., the need for and the benefits of conducting the ICT capacity building needs assessment, developing a training action plan and digital skills framework to address the identified needs, task completion schedule, work plan, approach for performing the Terms of Reference (ToR) and any other related issues.

Deliverables

Inception report containing a brief of the selected Bidder's understanding of the assignment, the methodology to be applied in conducting the assignment, and a catalogue of information required to perform the assignment.

(ii) TASK 2: STAKEHOLDER CONSULTATIONS



The selected Bidder shall conduct stakeholder consultations through a variety of methodologies including face-to-face discussions, interviews and focus group discussions to collect all stakeholder comments in regards to existing ICT skills and training development needs and the required ICT skills structures, systems and tools as pertaining to the specific institutions in both public and private sectors; and prepare a comprehensive summary of key findings capturing the AS-IS state and the statements for the target organizations and sectors.

Deliverables

Stakeholder consultation report – A comprehensive report on the current skills and competencies, detailing the current ICT skills and competencies (AS-IS/state) for various levels (institutional, occupational and individual) and functionaries (Government leaders, officers and information technology officers in the target organizations and sectors) for effective service delivery, development programs required to enable the target Institutions and sectors adopt ICT in the delivery of public services

(iii) TASK 3: PERFORM A GAP ANALYSIS

The selected Bidder shall perform a gap analysis to determine where ICT skills development and/or training is required for the target public and private sectors institutions (refer to Task 2 above) and detailed ICT skills training requirements for the target public and private sectors.

Deliverables

ICT skills and training needs analysis report articulating the recommendations on general ICT training requirements for ICT staff and non ICT staff in the target public and private sectors the required and desired ICT skills for various levels (institutional, occupational and Individual) and functionaries (Government leaders, officers and information technology officers in the selected agencies), competencies, positions, problems not solved by training, and a table which maps recommended skills/training/competencies to gaps identified for the target organizations and sectors.

(iv) TASK 4: FINAL REPORT AND ACTION PLAN FOR ADDRESSING THE IDENTIFIED GAPS

The selected Bidder shall prepare a substantive, comprehensive and final report, with practical guidance and recommendations, in accordance with the objective of the assignment and Terms of Reference. The final report shall be organized according to the above tasks, and shall include all deliverables and documents that have been submitted to ITU and the Ministry of ICT and NG

Deliverables

A final report on the ICT skills assessment detailing all findings and analyses from Task 1-3 and action plan detailing recommendations of how the identified gaps/needs may be addressed for the broad categories of public officers including Government leaders, CEOs, executive directors, directors, public officers involved in ICT projects; ICT officers and public officers within the target public and private sectors.

5. Qualification requirements of the Bidder and key staff

5.1 Qualification requirements for the Bidder

- i. The Bidder shall demonstrate experience in at least 3 (three) similar assignments in the past 5 years.
- ii. The Bidder shall demonstrate ability to field a team of experts with required qualifications and experience for the assignment.

5.2 Expertise and qualifications of the key experts:

Team leader/ Senior capacity building expert

a) Experience

A team leader with at least 10 years' relevant experience, 5 of which should be in human resource planning, utilization, and development. He or she shall have demonstrated skills in:

- Project planning
- Institutional and capacity development
- Data capture and analysis

- Stakeholder facilitation
- Coupled with technical understanding of the ICT sector

b) Qualifications

- i) Bachelor's Degree in Human Resource Management or related field, and Master's degree in HR management, Organizational Psychology, MBA (specialization in HR Management), Education, or related discipline.
- ii) A post graduate qualification in Project Management

Manpower planning expert

a) Experience

A human resource expert with 5 years of experience in human resource planning, utilization and development.

b) Qualifications

Bachelor's Degree in Human Resource Management or related field, and Master's degree in HR management, Organizational Psychology, MBA (specialization in HR Management), or related field.

ICT expert

a) Experience

An ICT expert with 5 years of demonstrable experience in Software Engineering, Computer Science; Information Systems, Information Technology, Information Technology Management, e-Government or related field. In-depth knowledge and understanding of ICT domains related skills and competencies.

b) Qualifications

Bachelor's Degree in Software Engineering, Computer Science; Information Systems, Information Technology, Information Technology Management, or any related field. A post graduate qualification in any of the above fields will be an added advantage.

6. Time frame for implementation of the assignment

It is anticipated that the execution of the assignment will take a period of **12 (Twelve) weeks** from the effective date. The estimated timeframe for implementation of the assignment is represented as follows:

| No | DESCRIPTION OF DELIVERABLE | TIME FRAME (in weeks) after contract signature |
|----|---|--|
| 1. | Inception report: The inception report outlines the plan of action and contains a detailed description of a stakeholder consultation and engagement mechanism, an effective and efficient data collection methodology and time frame for conducting the assessment and completing the assignment. | 2 |
| 2. | Stakeholder consultation report detailing current and desired ICT skills, competencies, training; skills. | 4 |
| 3. | ICT skills and training needs analysis report articulating the recommendations on general ICT training requirements for ICT staff and non-Staff in the target public and private sectors the required and desired ICT skills. | 6 |
| 4. | Action plan, M&E framework and final report, policy recommendations and guidelines. | 12 |

7. Reporting

The selected Bidder shall report to the ITU Project Manager and on a daily basis to the National Project Coordinator and will work with ITU/Ministry of ICT and NG project team. In ensuring quality of the work undertaken, the inception meeting held between the selected Bidder and capacity building needs assessment project team must agree on the project expectations, scope of work and work plan on the basis of the Inception report. The selected



Bidder must provide timely progress reports on each phase of the capacity building needs assessment project to the National Coordinator and ITU/Ministry of ICT and NG project team. Certificate of completion of each phase must be issued by project team.

All reports will be submitted to the Project Manager and National Coordinator who will also submit to Ministry of ICT and NG.

All reports have to be submitted in both soft (MS Word, MS Power Point) and hard copy. The hard copies will be prepared in DIN A4 format. The reports should be clearly labeled i.e., title of the study indicated, for easy identification and documentation purposes. All reports shall be prepared in English language.

ITU will provide comments on each report within two (2) weeks of submission, and the selected Bidder will only proceed thereafter. Please note that the selected Bidder will conduct presentations to the client after submission of each report.

8. Assessment Framework

Bidder's proposals shall include the following documentation:

- 1) CV/resume(s) of Bidder's the key staff;
- 2) Cover letter;
- 3) A short concept note providing an overview of how the assignment will be approached and giving an indication of the Bidder's capacity to undertake the assignment.
- 4) 3 weblinks to latest articles/ reports related to the themes of this assignment or attach 3 writing samples on subjects directly related to the scope of this assignment;
- 5) 3 references of similar assignments implemented during the past 5 years.

Additional information about the project:

The Uganda Ministry of ICT and National Guidance is supported by ITU in implementing the 'Technical Assistance and Training to Uganda on National ICT Development Strategy' project. The project aims to support the development of the ICT sector in Uganda, contribute to its economic development and the reduction of poverty, while providing support to poverty alleviation activities in various forms.

The project is framed under the Digital Uganda Vision framework and is designed in line with Uganda's Digital Transformation Programme in the Third National Development Plan (NDP III). As such, applying a three-pronged approach focused on the development of recommendations, capacity development and the implementation of pilot projects, the project will contribute towards the implementation of a digitally empowered society and knowledge economy and to transform Uganda into a digitally enabled society that is innovative, productive, and competitive.

Through its interventions, the project further seeks to assist in the development of internet connectivity especially in rural areas, and the resiliency of such networks, and boost related opportunities to contribute to sustainable social and economic development. The project will also assist the Government of Uganda to review and strengthen the enabling ICT policy and regulatory environment and contribute to making ICT services affordable and accessible for all Ugandans.