



Tender Specifications BXL-13090

Open procedure

Public services contract for the “geolocation and management of the vehicle fleet of the various entities of Enabel, the Belgian development agency”

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1 General remarks

1.1 Derogations from the Royal Decree of 14 January 2013

Section 1.5, '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 January 2013 or as a complement or an elaboration thereof.

These Tender Specifications derogate Article 26 of the GIR (Royal Decree of 14 January 2014): 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 reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions 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 public contract.

1.2 The contracting authority

The contracting authority of this public contract is Enabel, 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), called 'Enabel' pursuant to the entry into force of the 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.

Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this public contract Enabel is represented by Jean Van Wetter, Managing director, and Danny Verspreet, Director of Finances & IT.

1.3 Institutional framework 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 and are given as main

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.
² Belgian Official Gazette of 1 July 1999.

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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 2003³, 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 Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 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;

1.4 Rules governing the public contract

The following, among other things, apply to this public contract:

- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement⁷;
- Circulars of the Prime Minister with regards to public procurement;

³ Belgian Official Gazette of 18 November 2008.

⁴ <https://www.ilo.org/global/standards/lang--en/index.htm>

⁵ Belgian Official Gazette of 14 July 2016

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette of 27 June 2017

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- Enabel’s Policy regarding sexual exploitation and abuse – June 2019;
- Enabel’s Policy regarding fraud and corruption risk management – June 2019.

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>.

The following also apply to this contract:

- 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, hereinafter referred to as ‘the GDPR’), and repealing Directive 95/46/EC;
- The Law of 3 December 2017 establishing the Data Protection Authority;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

1.5 Definitions

The following definitions apply to this contract:

- The tenderer: The natural person (m/f) or legal entity that submits a tender;
- The contractor/ service provider: The tenderer to whom the public contract is awarded;
- The awarding/contracting authority: Enabel;
- The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Electronic signature: Data in electronic form, which is logically attached or associated with other data in electronic form and which the signatory uses to;
- Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;
- Procurement documents: Contract notice and Tender Specifications including the annexes and the documents they refer to;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

- Inventory: The procurement document, in a public supply or public service contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- BDA: Belgian Public Tender bulletin;
- OJEU: Official Journal of the European Union;
- OECD: Organisation for Economic Cooperation and Development;
- General Implementing Rules (GIR): Rules laid down in the consolidated version of the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;
- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority;
- Litigation: Court action.

1.6 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>.

1.7 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 contracts for Enabel.

For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organization (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

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of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

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

Any tender will be rejected and any (public) contract will be cancelled once it appears that contract awarding or contract performance induced the transfer of 'extraordinary commercial expenditure'. Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due form referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal paradise, any commission transferred to a beneficiary that is not clearly identified or to a company that obviously merely serves as a façade.

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

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.

1.8 Applicable law and competent courts

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

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

See also point 4.15 Litigation (Article 73 of the Royal Decree of 14 January 2013).

2 Subject-matter and scope of the public contract

2.1 Type of contract

This public contract is a public contract for services in the meaning of Article 26, §2, 21° of the Law of 17 June 2016 on public procurement).

2.2 Subject-matter of procurement

This public contract for services consists of “geolocation and management services for the vehicle fleet (automobiles, motorbikes, other vehicles) of Enabel on the African continent” in accordance with these Tender Specifications.

CPV codes, description: 50111100-7 - Vehicle-fleet management services.

2.3 Lots

This contract is a contract with one lot. On the one hand, it is important to be able to manage the fleet on a national level, on the other hand, it is equally necessary to be able to consider a wider region as a whole, up to the level of the company. In this way, lessons and good practices can be learned and expertise shared. Consolidated management of the fleet can be developed to contribute to profitability, safety, sustainability and reduction of the environmental footprint.

2.4 Items

This public contract comprises the following lots:

- Item 1: Supply, installation and commissioning of the tracking kit/beacon in the vehicle: unit price per vehicle
- Item 2: SaaS platform software licence - fleet management + GPS tracking: unit price per vehicle per month
- Item 3: Training on the implementation of the system for logistical staff: Unit price per hour of training
- Item 4: Obligatory option = supply, installation and commissioning of a panic button on board the vehicle (to be activated in case of emergency) by SMS and/or e-mail: unit price per vehicle

These items are pooled and form one single lot. It is not possible to tender for one item; the tenderer must quote a price for all items of the same lot.

The contracting authority draws attention to the fact that a tenderer must offer the described services for 100% coverage of the partner countries (see chapter 5 Terms of Reference). The contracting authority draws the attention of tenderers to the fact that any tenders that do not achieve 100% partner country coverage will be rejected from the public contract.

Framework Agreement

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This public contract is concluded following the modalities of the framework agreement with an economic operator in the meaning of Article 43 of the Law of 17 June 2016.

This public contract defines the terms of the orders to be placed during the term of the contract.

2.5 Duration of the framework contract

The public contract starts upon award notification and expires after 48 months.

2.6 Variants

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

2.7 Options

Options are presented in a separate part of the tender.

The tenderer is obliged (obligatory option), on pain of substantial irregularity of his tender, to quote a price for the supply, installation and commissioning of a panic button on board the vehicle (to be activated in case of emergency) by SMS and/or e-mail.

However, the contracting authority maintains the right not to order the option.

Free options are forbidden.

2.8 Quantities

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are flat fee prices. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed. The fleet of Enabel vehicles is estimated at 1000 units. See point 5.2.2 for the list of countries with an operational Enabel fleet.

The estimated value of the public contract is EUR 1 250 000 and the maximum value of procurement EUR 2 500 000. However, the contracting authority does not commit to these values, which are provided solely to compensate for changed circumstances.

Quantities will be determined in Purchase Orders. The presumed quantities below are given for information purposes only.

Therefore, the contracting authority does not commit in any way as to quantities that will actually be ordered under the framework of this framework contract.

3 Procedure

3.1 Award procedure

This public contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open procedure.

3.2 Publication

3.2.1 Official notification

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

3.2.2 Further publication

These Tender Specifications are posted on the website of Enabel: www.enabel.be

This public contract is officially advertised on the OECD website.

3.3 Information

The awarding of this public contract is coordinated by Philippe Van Goethem. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this public contract, unless otherwise stipulated in these Tender Specifications.

Until 10 days before the tender submission deadline, prospective tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to philippe.vangoethem@enabel.be and they will be answered in the order received. When these lead to additional information and/or a correction, the overview of these questions and answers will be available in the BDA/JOUE and on the Enabel website.

The tenderer is to submit his tender after reading and taking into account any corrections made to the tender notice or Tender Specifications that are published in the Official Journal of the European Union and in the Belgian Public Tender bulletin. They are strongly advised to ask about any changes 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 the establishment of his price or the comparison of tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016, which are applicable to this award procedure.

The tenderer must use the forms in annex. Failure to use these forms will result in him assuming full liability for any shortcomings.

The following forms must be used:

- Form 6.1 - Identification of the tenderers form
- Form 6.2 - Price quotation form
- Form 6.3 - List of subcontractors
- Form 6.4 - Declaration on honour – Exclusion grounds
- Form 6.5 - Integrity Statement of the tenderers
- European Single Procurement Document (ESPD)

The European Single Procurement Document is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

In accordance with Article 76 § 1 °2 of the Royal Decree of 18 April 2017, failure to comply with the obligation to submit a ESPD constitutes a substantial irregularity causing the tender to be null and void.

The tenderer also attaches the following to his tender:

- All documents demanded for qualitative selection and award criteria;
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable VAT rate;
- The statutes and any other document required to establish the power of attorney of the signer(s);

Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

- Form 6.1 - Identification of the tenderers form
- Form 6.4 - Declaration on honour – Exclusion grounds
- Form 6.5 - Integrity Statement of the tenderers
- European Single Procurement Document (ESPD)
- The statutes and any other document required to establish the power of attorney of the signer(s);
- The association agreement signed by each participant, clearly showing who represents the association;

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), 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.

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part

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II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1.

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 following information will be included in the tender:

- The name, first name, capacity or profession, nationality and domicile of the tenderer or, in the case of a legal person, its social purpose or corporate name, its legal form, its nationality, its registered office, its e-mail address and, where applicable, its enterprise number;
- The lump-sum unit price / the lump-sum unit prices in words and figures (excluding VAT)
- The VAT percentage
- The name of the person or persons, depending on the case, who has or have a mandate (power of attorney) for signing the tender
- The function of the person or persons, depending on the case, who signs/sign the tender
- The number and name of the account opened with a financial institute on which payment under the public contract must be made;
- The full registration number of the tenderer with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) for Belgian tenderers or with an equivalent institution for foreign tenderers.
- Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority. When the ESPD must be filled out, this is indicated in part II.B of the ESPD.

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 tender draws up his tender in French, Dutch or English. The contracting authority may request from the tenderer that documents, certificates and other attachments to the tender drawn up in another language are translated.

3.4.2 Period the tender is valid

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

3.4.3 Tender submission modalities

3.4.3.1 Via e-tendering

The tenderer may only submit one tender per public contract.

In accordance to applicable regulations for means of communication only tenders submitted by electronic means are accepted.

Consequently, tenders submitted on paper are not allowed and the contracting authority will only consider tenders submitted by digital means.

For this public contract, electronic submission of a tender is by means of the internet applications of Belgium's federal e-Procurement service (<https://my.publicprocurement.be>).

For more information on registration or the connection with the platform please consult the manual (in French and Dutch) via this link:

<http://www.publicprocurement.be/fr/documents/manuel-gestion-dutilisateurs-entreprises-pdf> or call the e-Procurement helpdesk: +32 (0)2 740 80 00.

The use of the platform limits the uploading of documents:

- The maximum size of a tender, i.e. the sum of the size of files comprised in the tender, is limited to 350 Mb.
- The maximum size of a file is limited to 80 Mb.
- The maximum number of documents uploaded for a tender is limited to 50 documents.
- To upload a file that is larger than the limit given above, the file must be compressed in a ZIP file.

Documents must be in the .pdf format or equivalent.

The tender must be uploaded on the <https://eten.publicprocurement.be> website, more specifically on the page on which this publication is posted by clicking on "Access to the e-Tendering Platform".

By transferring his tender by electronic communication means the tenderer accepts that the data of his tender are registered by the reception device.

The contracting authority draws the attention of the tenderer to the fact that submitting a tender by mail does not meet the conditions of Article 14 §6 and 7 of the Law of 17 June 2016. A tender submitted by mail will be discarded.

3.4.3.2 Electronic signature of the tender

The tenderer must not sign the tender, its annexes and the ESPD individually when they are uploaded to the electronic e-Procurement platform (<https://my.publicprocurement.be>).

The documents are signed globally by affixing a signature to the relevant submission report. It must be signed with the qualified electronic signature of the legal representative (or mandatary) of the tenderer.

Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators. These participants are jointly liable.

When the submission report is signed by a mandatory, he or she must clearly indicate whom he or she represents. The mandatory attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

The contracting authority reminds tenderers that a signature on paper that has been scanned is not an admissible electronic signature.

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

When the tender is submitted via e-tendering, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with the preceding point.

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

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal is not signed as referred to in paragraph 1 of the Royal Decree of 18 April 2017, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.3.4 Deadline date for submission and opening of initial tenders

The tenders must be in the possession of the contracting authority **before** the date given in the publication. The tenders are opened via the e-Tendering platform.

Late tenders will not be accepted⁸.

3.4.4 Prices

3.4.4.1 Determination of prices

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

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are flat fee prices. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.

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

⁸ Article 83 of the Royal Decree on Awarding
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3.4.4.2 Elements included in the price

The tenderer is to include in his unit prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The service provider quotes his rates in euros, VAT excluded. The applicable VAT is quoted separately.

The tax system is defined depending on donor and financing entity. For a subsequent public contract (partial order) or a Purchase Order signed by the Representation/Intervention in the field, the ordering department is considered being based abroad (stable establishment). For service delivery for an ordering department (Representation/Intervention in the field; stable establishment abroad) the service provider quotes his prices in euros, all charges included, at the time of the subsequent renewed competition.

For the contracting authority to be able to examine the prices in accordance with Article 84 of the Law of 17 June 2016, the tenderer must include with his tender, in a separate document, a detail of the prices quoted:

- In the initial tender, for the procedure in view of concluding the framework agreement: Detailing consists in listing for each item the various elements covered by the prices as well as the applicable VAT rate for a subsequent contract signed by Enabel in Brussels. Tenderers are informed that Enabel is not subjected in the meaning of Articles 21 and 21 bis of the Belgian VAT Code and in the meaning of Article 59 of Directive 2006/112/EC.
- At the time of a partial order signed by a Representation/field Intervention: The details of the prices quoted, based on the price exclusive of VAT, lists the various taxes and duties applicable.

Service providers are informed that payment of taxes owed, including VAT, is fully their responsibility. Enabel can in no case be considered accountable or jointly liable in case of litigation or a claim by any authority regarding taxed due or paid.

In order to assure being in order, the service provider will himself have to collect the information that he needs from the competent authorities, also because taxation systems vary by location/ country of intervention of service.

Enabel can provide support to obtain information (for instance, by providing suitable contacts or by directing the service providers to useful documents) but it is exempt of any responsibility regarding the delivery or completeness of the information.

The following are in particular included in the prices:

- Honorary fees;
- Travel, transportation and insurance;
- Documentation pertaining to the services;
- Delivery of documents or records associated with performance;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties for equipment and products used;

As well as communication costs (including internet), administrative and secretariat costs, costs for photocopying and printing, costs of documentation of the services that can be required by the contracting authority, the production and delivery of documents or records associated with the performance of the services, any costs and charges for staff or equipment needed for the performance of this public contract, the copyright fees, the purchase or leasing of third-party services needed for the performance of the contract.

3.5 Selection of tenderers

3.5.1 European Single Procurement Document (ESPD)

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

- he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion;
- he fulfils the selection criteria established by the contracting authority in this public contract

The European Single Procurement Document (ESPD) is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

The tenderer generates the ESPD via <https://dume.publicprocurement.be/> and then attaches it to his tender.

A ESPD service manual (in French), including guidelines for enterprises, is available through: https://www.publicprocurement.be/sites/default/files/documents/man_esp_d_en_treprise_fr_100.pdf

Where the tender is submitted by a group of economic operators, it must include an ESPD for each of the participants in the group:

Where a candidate or tenderer relies on the capacity of other entities. (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria) in the meaning of paragraph 1 of Article 73 of the Royal Decree of 18 April 2017, the candidate or tenderer, as appropriate, answers the question in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1 of Article 73 of the Royal Decree of 18 April 2017.

In accordance with Article 38 §2 of Article 73 of the Royal Decree of 18 April 2017, regarding part IV of the ESPD on the selection criteria, the contracting authority has decided to limit the information to be filled out to one single question, namely whether the economic operator fulfils the required selection criteria, in accordance with the section "Global indication for all selections criteria" ("Indication globale pour tous les critères de sélection"). So, only this section must be completed.

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

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

3.5.2 Exclusion grounds

The mandatory and facultative grounds for exclusion are given in the ESPD and the declaration on honour regarding the exclusion grounds.

The contracting authority is to check the Declaration on honour on the basis of the following documents:

- 1) An **extract from the criminal record** made out to the name of the tenderer (legal person) or of his representative (natural person) where no criminal records exist for legal entities;
- 2) The document certifying that the tenderer is in order with the **payment of social contributions**, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a European Union Member State.
- 3) The document certifying that the tenderer is in order with the **payment of levies and taxes**, except where the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.
- 4) The document certifying that the tenderer is not in a state of bankruptcy, liquidation, cessation of activities or judicial reorganisation, except where the contracting authority can directly obtain certificates or relevant information by accessing a free national database in a European Union Member State.

The tenderer may attach these documents directly to his tender.

If the documents are not attached, the tenderer must be able to provide the documents listed above within 5 working days following the contracting authority's request.

If the tenderer does not submit the document(s) requested within the term set, the contracting authority reserves the right to exclude the tenderer.

Tenderers are strongly advised not to wait until the contracting authority files the request and to apply as quickly as possible with the competent authorities of the country where they are established any documents that they may not have attached to their tender. The waiting times for obtaining certain documents can indeed be long.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), except for the extract from the criminal record, which must be requested by the tenderer himself.

3.5.3 Selection criteria

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

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.3.3 Selection criteria), 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.

3.5.3.1 Criteria of financial capacity

The financial capacity of the tenderer must be proved by the following references:

- In the past three financial years the tenderer must have achieved an annual turnover in excess of or equal to EUR 500 000. He shall include in his tender a statement on turnover during the past three financial years.
- Tenderers who have deposited their approved Financial Statements with the National Bank of Belgium do not have to include them in their tender since the contracting authority can consult them via the digital portal of the federal authority.
- Tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years shall include them in their tender. This obligation also applies for recently approved Financial Statements that have not yet been deposited with the National Bank of Belgium because the legal deposit deadline has not yet expired. For individual undertakings it suffices to draw up a document that lists all assets and liabilities by an IEC/IAB accountant or a registered auditor. This document must be certified true by an IEC/IAB accountant or by the registered auditor, as appropriate. The document must present recent financial conditions (dated 6 months maximum from the tender opening date). In case the enterprise has not yet published its Financial Statements, an interim balance certified true by the IEC/IAB accountant or the registered auditor will do.
- Foreign enterprises must also attach to their tender their approved Financial Statements for the last three financial years or 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.

3.5.3.2 Criteria of technical capacity:

- The tenderer must provide a list of similar services performed in the last three years.

- This list must include services of comparable complexity to those for which the tenderer is submitting a tender. The minimum total value of services delivered during the 3 years must exceed or equal EUR 500 000.

3.6 Evaluation of tenders

3.6.1 Regularity of the tenders

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity. Le pouvoir adjudicateur procède à l'examen de la régularité des offres et à la vérification des prix.

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

The substantially irregular tenders are excluded.

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

The following irregularities are deemed substantial:

- 1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law;
- 2° failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, clause 1, 54, §2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;
- 3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

3.6.2 Award criteria

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

- **Criterion 1: Price (30%)**

Tender X = (Price lowest tender/Price of the tender concerned) *30

- **Criterion 2: Quality of the software / platform proposed (70%)**

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GPS Tracking (see chapter 5.3.1)	-	30%
Fleet management (see chapter 5.3.2)	-	20%
Modalities transport management (see chapter 5.3.3)	-	10%
Particular IT specifications (see chapter 5.3.4)	-	10%

The scores are based on the detailed technical tenders (max. 30 pages);

- **Final score**

Scores for the award criteria will be added up to obtain the final score out of 100.

3.6.3 Awarding the public contract

The public contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the ESPD of this tenderer and provided the check shows that the Declaration on honour corresponds with reality..

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 public contract.

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

3.7 Concluding the public contract

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

The public contract is notified via digital platforms, e-mail or fax and, on the same day, by registered post.

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

- These Tender Specifications and its annexes;
- The approved tender of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- The retained tenderers of the subsequent public contracts and the award mails of the subsequent public contracts;
- Any later documents that are accepted by both parties, as appropriate.

4 Specific contractual and administrative conditions

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' 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.

The derogations are mentioned under point 1.1 Derogations from the General Implementing Rules.

4.1 Correspondence with the service provider (Art. 10)

The contracting authority imposes the use of digital means for the purpose of exchanging written documents.

Whether digital means are used or not, information is communicated, shared and stored in such a way that the integrity and confidentiality of data is ensured.

4.2 Managing official (Art. 11)

The management and control of the performance of the public contract are entrusted to Philippe VAN GOETHEM, Coordinator Purchase & Facility Management at the Logistics & Acquisitions department.

Enabel

Rue Haute 147,

1000 Brussels

Mobile phone: +32,485 60 76 75

E-mail: philippe.vangoethem@enabel.be

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

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

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under the point 1.2 Contracting authority.

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

4.3 Subcontractors (Art. 12 to 15)

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

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

The service provider undertakes to having the public 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 public contract. Any replacements must be approved by the contracting authority.

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

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

4.4 Confidentiality (Art. 18)

The service provider and its employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this public contract. This information may not under any circumstances be communicated to third parties without the written consent of the contracting authority. The service provider may, nevertheless, list this contract as a reference, provided that the status is correctly indicated (e.g. 'in performance') and that the contracting authority has not withdrawn this consent due to poor contract performance.

4.5 Personal data protection

4.5.1 Processing of personal data by the contracting authority

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

4.5.2 Processing of personal data by the contractor

Where during contract performance, the contractor processes personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation, the following provisions apply:

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

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

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

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

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

4.6 Intellectual property (Art. 19 to 23)

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

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

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

Where 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.

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4.7 Performance bond (Art. 25 to 33)

The global performance bond is set at EUR 62 500 (5% of the estimated value of the framework agreement).

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, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

By way of 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 reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions 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 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 bank account number of the Deposit and Consignment Office Fill out the following form as completely as possible:https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and forward it by e-mail toinfo.cdcdek@minfin.fed.be
- 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.

Proof is provided, as appropriate, by submission to the contracting authority of:

- 1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or
- 2° a debit notice issued by the credit institution or the insurance company; or
- 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

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

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

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first names 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 'mandatary', 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.

The contractor's demand to proceed to final acceptance equals a request to release the complete performance bond.

4.8 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.

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

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

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

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

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

The replacement will be recorded in an amendment dated and signed by all three parties. The

initial contractor remains liable to the contracting authority for the performance of the remainder of the contract.

4.9.2 Revision of prices (Art. 38/7)

The prices are adjusted annually on the anniversary date of public contract conclusion based on the health index.

The price revision is calculated by means of the following formula:

Price revision = (revision coefficient (k) - 1) * revisable part

$k = 1 + \frac{IS - is}{IS}$

IS = health index ('Indice Santé') on the day the tenders are opened.

is = same index, on date of invoicing.

As from the second year, the contractor may submit a new price quote at the beginning of the year. The revised prices will only apply when they have been approved by the contracting authority.

4.9.3 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 contract for a given period, mainly when it considers that the 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 period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing 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 contract.

4.9.4 Possible addition of country where Enabel starts operating

This public contract provides for the contractor to be entrusted with performing new services to the extent that it regards similar services to those performed under the framework of this public contract, to be carried out in a new country where Enabel would operate (either a new partner country of the Belgian Development Cooperation or a new country of operation for a third-party donor).

In other words, the contracting authority will be able to acquire similar services.

4.9.5 Unforeseen circumstances (Art. 38/11)

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

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

4.9.6 Taxation having an effect on the value of the public contract:

For this public contract, a price revision as provided for under Article 38/8 of the GIR, resulting from a change in taxation, is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of procurement.

Such price revision is only possible if both the following conditions apply:

1. The change entered into force after the tenth day preceding the deadline for submission of tenders, and
2. Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7.

In the event of a rise in taxes, the contractor must prove that it has actually borne the additional costs that he has claimed and that they relate to services inherent to performance of the contract.

In the event of a fall, there will be no revision if the contractor can prove that it has paid the taxes at the old rate.

If the procurement documents do not contain a review clause as provided for in paragraph 1, the rules laid down in paragraphs 2 to 4 will be deemed to apply automatically.

4.9.7 Submission conditions (Art. 38/14)

The contracting authority or contractor that wants to use one of the re-examination provisions as described in Articles 38/09 to 38/12, must report the facts or circumstances on which it bases itself in writing within 300 of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them.

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4.9.8 Re-examination provision: Changes linked to the consequences of the COVID-19 pandemic

Insofar as circumstances relating to the evolution of the pandemic so require, the contracting authority reserves the right to make the necessary changes to the performance of the services. For example, it may be decided that the performance of certain services initially planned in the field should be adapted so that they can be carried out remotely or that the agreed deadlines should be adapted without the application of fines and penalties for delay.

Services ordered which cannot be provided due to the consequences of the pandemic may be cancelled without entitlement to compensation (if expenses have been incurred these will be reimbursed).

4.10 Follow-up of services

The contracting authority reserves the right to request an activity report at any time of the assignment from the service provider (problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

The contracting authority may carry out annual evaluations of the services provided and/or the quality of the relationship with the contractor.

4.11 Performance modalities (Art. 146 et seq.)

4.11.1 Contact person of the supplier

In his tender, the tenderer shall mention the one and only contact person mandated (name, function, phone number, fax number, mobile phone, e-mail, as well as those of backup person) in the organisation for any questions on the orders, deliveries, invoices, technical aspects... regarding this public contract.

It is essential that the contact person appointed by the tenderer masters French or English.

4.11.2 Partial orders (Art. 146)

Each request for a vehicle or group of vehicles to be approved/integrated into the geolocation system (including the installation and commissioning of the beacon in the vehicle) is subject to a specific order being sent by the contracting authority. The orders will be placed in function of the needs of the contracting authority.

The order will be identified by a unique number, to be mentioned in every related communication with the contracting authority.

The orders will be sent by e-mail with automatic acknowledgement of receipt. The supplier shall send an acknowledgement of receipt via e-mail via the single person of contact for each order form received. This acknowledgement of receipt shall be sent no later than the 5th working day from the date of dispatch of the order.

For each order for an ordering department (Representation/Intervention in the field; stable establishment abroad) the service provider quotes his prices in euros, all charges included, at the time of the partial order. The details of the prices quoted, based on the price exclusive of VAT, lists the various taxes and duties applicable.

Any further correspondence pertaining to the Purchase Order (and to the delivery) follows the same rules as those for the dispatch of the Purchase Order when a party wants to establish proof of its intervention.

4.11.3 Deadlines and terms (Art. 147)

The services must be performed within 4 years from the day of contract award notification.

The supply, installation and commissioning of the tracking kit/transponder in the vehicle shall be carried out within a maximum of 30 days from the date of receipt of the order.

Training courses must be scheduled within 15 days of the date of receipt of the order.

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

The services will be performed at the following address:

- Countries where the Belgian Development Cooperation operates in the name of the Belgian State or any other country where Enabel is asked to intervene for other donors.
- The domicile or country of residence of the expert.
- Enabel's head office.

The list of countries of intervention (the service providers) covered by this public contract (excluding the application of the review clause, see point 4.9.4) is given in point 5.2.2.

4.11.5 Quantities to be supplied (Art. 117)

The public contract has no minimum quantities.

The estimates given below under point 2.7 Quantities are for information purposes only and regard the whole duration of the public contract The service provider must be able to deliver these quantities for the length of the public contract.

4.11.6 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 Means of action of the contracting authority (Art. 44–53 and 154–155)

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

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public 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 appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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

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

4.12.1 Failure of performance (Art. 44)

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

- 1) when the delivery is not carried out in accordance with the conditions specified in the procurement documents;
- 2) at any time, when performance has not progressed in such a way that it can be fully completed on the due dates;
- 3) when he does not observe written orders, which have been given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the public 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 or by e-mail showing by equivalent means the exact date of dispatch.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter or by e-mail showing the exact date of dispatch. Such defence is to be sent within fifteen days following the day determined by the dispatch of the report. Silence on his part after this period shall be deemed acknowledgement of the reported facts.

§3 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.

4.12.1 Penalties (Art. 45)

Any failure of performance may lead to a penalty as described in Article 45 of the GIR.

4.12.2 Fines for delay (Art. 46 and 154)

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

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

Fines for delay shall be calculated at 0.1% per day of delay, the maximum being fixed at 7.5% of the value of the services performed with a delay.

4.12.3 Measures as of right (Art. 47-155)

§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 detected.

The measures as of right are:

- 1) Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;
- 2) Performance under regie of all or part of the non-performed contract;
- 3) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

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

4.13 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 checks, technical acceptance and prescribed tests.

The contracting authority disposes of a verification term of thirty days starting on the end date of final or partial service delivery, established 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.

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

1. Invoices for the installation and commissioning of tracking kits/beacons in vehicles (Item 1 + any obligatory option) should be sent directly to the Enabel Representation in the country concerned (see 5.2.2).
2. Invoicing of licences for geolocation and online fleet management (Item 2):
 - is to be done/established per month
 - must detail the number of licences (vehicles tracked) per country
 - must be addressed to Enabel in Belgium, Rue Haute 147, 1000 Brussels
 - must be sent by electronic means to mailbox.accounting@enabel.be and to the managing official's mailbox philippe.vangoethem@enabel.be
3. Invoices for the requested training courses (Item 3) should be sent directly to the Enabel Representation in the country concerned (see 5.2.2).

The invoices show the full details of the services that justify the payment. The invoices are signed and dated and include the reference BXL13090 and the name of the public contract "Geolocation and management of the vehicle fleet of the various entities of Enabel, the Belgian development agency"..

Only service delivery that has been performed correctly may be invoiced.

The amount owed to the service provider must be paid within thirty days as of the completion of the checks. And provided that the contracting authority possesses, at the same time, the duly established invoice <<and any other documents that may be required.

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.

Payment will be made after acceptance and approval of the assignments detailed in the order form.

For the invoicing of the licenses the contractor proposes his own invoicing method.

4.15 Litigation (Art. 73 of the Royal Decree of 14 January 2013)

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

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

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

Enabel – Belgian development agency

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

To the attention of Inge Janssens

Rue Haute 147

1000 Brussels

Belgium

5 Terms of reference

5.1 Objectives and expected results

The general objective of this public contract is to have a daily and real management of Enabel's fleet of vehicles (cars, motorbikes, other vehicles) by country using a Global Positioning System (GPS), i.e. geolocation by mobile network and/or by satellite.

The system will offer the following solutions, geolocation and fleet management of vehicles in order to improve staff safety, reduce road accidents, optimise travel, control fuel consumption, etc.

5.2 Supply, installation and commissioning of the kit

This will involve installing boxes including Sim cards and antennas on each vehicle and then discreetly placing beacons in a well secured area of each vehicle.

Supply, installation and commissioning of beacons

Kit comprising:

- a mobile phone module
- a GPRS module
- a mobile phone antenna
- a GPRS antenna and accessories
- satellite subscription which gives access to the platform that allows the management of the fleet.

Mandatory option to be offered (Item 4) without obligation for the contracting authority to order it:

Supply, installation and commissioning of a panic button on the vehicle (to be activated in case of emergency) by SMS and/or e-mail.

5.2.1 Estimated number of vehicles in the fleet

Vehicle fleet - estimated 1000 units

5.2.2 Geographical area to be covered

The geographical area to be covered is the territory of the countries listed below. This list marks the countries where Enabel is currently located and operational. This list is not exhaustive. It is possible that during the contractual period other African countries will be added to this list.

No.	Country	Representation Place	Address	Correspondence
1	Morocco	10 170 Souissi – Rabat	Angle Avenue Mohammed Bel Hassan El Ouazzani et Rue Mejjat	representation.mor@enabel.be
2	Mauritania	Nouakchott	Coordination of Nouakchott: Ilot K Lot 216 – Tevragh Zeina	enabel.mauritanie@enabel.be
3	Benin	02 BP 8118 Cotonou	Lot A1, Quartier Les cocotiers	representation.benin@enabel.be
4	BurkinaFaso	BP 138 Ouagadougou	417 Avenue KWAME N’KRUMA	representation.bfa@enabel.be
5	Burundi	BP 6708 Bujumbura	Quartier Rohero I Avenue du 18 Septembre	representation.burundi@enabel.be
6	Jordan	Amman	Mohammad Iqbal Street 14,Jabal Al Weibdeh	representation.jordan@enabel.be
7	Guinea	Conakry	Immeuble Koubia, 3e étage Corniche Nord Camayenne	representation.guinee@enabel.be
8	Mali	BPE 4804 Bamako	Quartier du fleuve Imm. Sanlam, Boulevard du 22 octobre 1946	representation.mali@enabel.be
9	Uganda	PO Box 40131 – Kampala	Lower Kololo Terrace, Plot 1B	representation.uga@enabel.be
10	Mozambique	Maputo	Avenida Kenneth Kaunda 762	representation.mozambique@enabel.be
11	Niger	BP 12987 – Niamey	Issa Béri (IB) Rue IB -40	representation.niger@enabel.be
12	DR Congo	Commune de la Gombe – Kinshasa	133 Boulevard du 30 Juin	representation.rdc@enabel.be
13	CAR	1er Arrondissement Bangui	quartier Sissongo, rue N°1.129	enabelrca@enabel.be
14	Rwanda	BP 6089, Kiyovu Kigali	10, KN 67 ST, Sanlam Towers, Wing A	representation.rwanda@enabel.be
15	Senegal	BP 24474, Dakar	52 Sotrac Mermoz	representation.senegal@enabel.be
16	Tanzania	Prado TX, LJL-GKMEE	14/15 Masaki, Haile Selassie Road, Oasis Park	representation.tanzania@enabel.be
17	Côte d'Ivoire	04 BP 2430 Abidjan	Complexe Palm Club Hôtel, Bld des Martyrs	cheikhou.sow@enabel.be
18	Palestine	PO box 38402 – 91190 Jerusalem	5 Baibars Street, Sheikh Jarrah	representation.palestine@enabel.be

Mind: **At any time, a modification of the above lists should be possible; vehicles and/or motorbikes added or removed. Such changes shall be notified to the contractor by the managing official. For any changes, the overall cost will be readjusted according to the quantities actually monitored.**

5.3 Fleet management platform

The tenderer proposes an online management platform of the SaaS-hosted software type allowing:

- GPS tracking
- management of vehicles in the fleet
- transport management

5.3.1 GPS Tracking

The software provides monitoring and reporting capabilities that allow Enabel to:

- Locate a vehicle or vehicles in real time on an online map
- Follow the journey of one or more vehicles in real time on an online map
- Consult the route of a vehicle (day/week and month or period history)
- Analysis of driving, violations, speeding or braking (eco-driving) on a given vehicle
- Check for parking and resting times exceeding a certain duration (e.g. 30 minutes)
- Receive alerts by SMS and/or e-mail related to inappropriate use of vehicles according to configurable criteria (speed, area, time etc.)

5.3.2 Management

5.3.2.1 Management of vehicle master data.

The system allows the life cycle management of vehicles by:

- input of technical data of the vehicles (make, model, chassis number, number plate, mileage, year of construction, assigned project...),
- the management of this database.

5.3.2.2 Security

Driver safety is of the utmost importance to fleet managers. The fleet management system can produce real-time notifications of risky driver behaviour (speeding tickets, violations, etc.).

By identifying these risky behaviours, the system allows Enabel to take the necessary measures to reduce the impact of dangerous driving.

5.3.2.3 Maintenance

Regular maintenance of vehicles avoids heavy financial burdens due to vehicle breakdowns. The fleet management software allows for the planning of preventive maintenance programmes to ensure the proper functioning of vehicles.

The tool allows the entry of data on maintenance and repairs carried out per vehicle. The tool tracks the distance travelled.

This helps our managers to understand the working conditions of the vehicles and identify potential problems and plan a maintenance programme for the fleet to save money in the future.

5.3.2.4 Fuel consumption monitoring

The fleet management software allows the fuel consumption of each vehicle to be closely monitored and anomalies in fuel consumption to be identified.

5.3.2.5 Insurance

Monitoring of insurance and warranty details: The system allows the input of data and expiry dates for insurance and guarantees.

5.3.3 Transport management

The software helps to optimise route planning and to create task lists for drivers.

This function allows fleet managers to:

- allocate/assign planned trips to a specific driver/vehicle
- provide daily task lists to drivers

5.3.4 Special requirements - IT features

The contractor is responsible for the maintenance and upkeep of the software.

Generic requirements of the contracting authority for Software as a Service (SaaS) application software include:

- ❖ **Accessibility:** The software should be accessible online and easy to use for users.
- ❖ **Availability:** The software must be available 24 hours a day, 7 days a week, with availability guaranteed by an SLA (service level agreement) offered by the contractor.
- ❖ **Environment:** The contractor must provide two environments of its software.
 - A TEST environment to prepare for initial production. It will be used to test updates of the software in successive releases. If the contractor cannot provide this environment, relevant justification must be provided.
 - A PRODUCTION environment which is the operational operating environment.
- ❖ **Scalability:** It must be possible to adapt the software to the growing needs of users, allowing for rapid expansion of capabilities and functionality.
- ❖ **User-friendliness:** The software should be easy to use for users, with an intuitive interface and a user-friendly experience.
- ❖ **Integration:** It must be possible to integrate the software with other software to allow interoperability.
 - Have Api interfaces that allow the use of software data.
- ❖ **Customisation:** It must be possible with the software to allow for easy customisation to meet individual user needs.
 - The choice of language for the user (FR and EN) is a requirement.

- ❖ **Reporting:** The software should have adhoc reports that are easy for users to use. Enable the setting and recording of periodic reports such as:
 - fuel consumption
 - eco-driving (driving analysis, violations, speeding or braking on a given vehicle)
 - parking and resting times exceeding a certain duration (e.g. 30 minutes)
 - vehicle use rate
 - It must be possible to parameter and report according to the needs of the contracting authority and this should be easily modifiable without additional costs. The tenderer shall propose the possibilities exhaustively in his tender.

- ❖ **Release management:** The contracting authority should be aware of the release cycles of its software.

- ❖ **Backup and recovery:** The contractor guarantees that it has a data backup mechanism and that the data can be restored in the event of software failure. The contractor guarantees to return all data if the contracting authority so requests: in the event of breach of the public contract or non-renewal of the public contract.

- ❖ **Security:** The software must offer security measures to protect user data, such as authentication with a Single Sign On (SSO) mechanism that can be integrated with AzureAD. The software must have a module for setting user profiles according to the business role of each user. Any encryption device is an added value.

5.4 Training

The contractor will provide **online training** for the logistics coordinators.

The e-learning course for logistics coordinators aims at learning how to use and handle the fleet management/tracking platform/software.

The contractor will quote a unit price per hour for this online training. The contracting authority reserves the right to separately order training.

6 Forms

6.1 Identification of the tenderer

Name and first name of the tenderer or name of the company and legal form	
Nationality of the tenderer and of staff (if different)	
Domicile / Registered office	
Telephone number and fax number	
National Social Security Office registration number or equivalent	
Enterprise number	
Represented by the undersigned (*) (Name, first name and function)	
Contact person (telephone number, fax number, possibly e-mail address)	
If different: Project manager (telephone number, fax number, e-mail address)	
Account number for payments Financial institution Under the name of	

- (*) The tenderer shall include in his tender proof that the party/ies signing the tender is/are mandated to do so. The following are considered proof of evidence: an official document (statutes, declaration before a notary, etc.) certifying that the person signing is accredited to do so in the name of and for the account of the entity/joint enterprise/consortium.

Single person of contact during contract performance

Last name, first name:	
Function:	
Tel.:	
Fax:	
E-mail:	
Address:	

Person of contact in case of absence (back-up):

Last name, first name:	
Function:	
Tel.:	
Fax:	
E-mail:	
Address:	

6.2 Tender form - Prices

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications BXL-13090 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 are established relative to the value of these items in relation to the total amount 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 a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications BXL-13090 for the following prices, given in euros and exclusive of VAT:

Item	Unit	Presumed quantities	Unit price in euros excluding VAT	Total price exclusive of VAT	Applicable VAT rate (Belgium)
Supply, installation and commissioning of beacon + sim card per vehicle	Vehicle	1000	€	€	%
SaaS platform software licence - GPS tracking + fleet management + transport management - per month per vehicle	Vehicle	30,00*	€	€	%
Training on the implementation of the system for logistic staff	Online per hour	200	€	€	%
Obligatory option: Supply, installation and commissioning of a panic button on the vehicle (to be activated in case of emergency) by SMS and/or e-mail	Vehicle	100	€	€	%
TOTAL PRICE EXCLUDING VAT:				€	
TOTAL PRICE INCLUDING VAT:				€	

*1st year 250 x 12= 3,000

2nd year: 500 x 12 = 6,00

3rd year: 750 x 12 = 9,000

4th year: 1000 x 12 = 12,000

TOTAL PRICE INCLUDING VAT (48 MONTHS) in words:

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications. The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender. In order to correctly compare the tenders, the duly signed information or documents mentioned below must be attached to the tender.

The tenderer declares on honour that the information given is accurate and correct and that it has been established while fully aware of the consequences of misrepresentation.

6.3 List of subcontractors

Name and legal form	Address / Registered office	Subject-matter	Other entity within the meaning of Article 73 §1 of the Royal Decree of 18 April 2017 (YES/NO)*.

* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), 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.

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1.

6.4 Declaration on honour – Exclusion grounds

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer declare that the tenderer is not in any of the following cases of exclusion:

1. The tenderer nor any of its directors was found guilty following an indefeasible judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or financing of terrorism
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creation of a shell companyThe exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.
2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer 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 tenderer 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. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their integrity.**

The following are considered serious professional misconduct, among others:

- 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 tenderer 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 tenderer has committed acts, entered into agreements or entered into arrangements to distort competition
The presence of this tenderer 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 tenderer were detected during the execution of an essential obligation incumbent on him in the framework of a past contract concluded with another contracting authority, when these failures have given rise to

measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

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

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

8. The tenderer or one of its directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions:

For the United Nations, the lists can be consulted at the following address:
<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-europ%C3%A9ennes-ue>

<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions>

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

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

The tenderer formally declares being able, when asked and without delay, to provide the relevant certificates and other kinds of supporting documents, except if:

- a. Enabel can directly obtain the supporting documents concerned by consulting a national database in a Member State that is accessible for free, provided the tenderer has given the required information (website address, responsible authority for providing the information, specific reference of the documents) so Enabel can obtain these, with concomitant permission to access them;
- b. Enabel already has said documents.

The tenderer formally agrees with Enabel accessing the supporting documents substantiating the information provided in this document.

Date

Place

Signature

6.5 Integrity Statement for the tenderers

Concerns the tenderer:

Domicile / Registered office:

Reference no. of the public contract:

To the attention of Enabel,

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 of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.
- I / we have read and understood the articles about deontology and anti-corruption included in the Tender Specifications 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 contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses is considered a serious mistake which may lead the contracting authority to take action such as excluding the contractor from this and other public contracts for Enabel, the Belgian development agency.
- The contractor of the public 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 desk review or on-the-spot check 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 the handwritten note 'read and approved by':

including the name and function)

.....

Place, date

6.6 Overview of the documents to be submitted

- The identification form correctly filled out and signed (see 6.1) (for each participant for tender submitted by a group of economic operators)
- List of subcontractors (see 6.3)
- The declaration on honour – Exclusion grounds correctly filled out and signed (see 6.4) (for each participant for tender submitted by a group of economic operators)
- Integrity statement of tenderers correctly filled out and signed (see 6.5) (for each participant for tender submitted by a group of economic operators)
- All documents demanded pertaining to selection criteria and award criteria
 - o The eESPD (see point 3.5.1) and any annex(es) (for each participant for tender submitted by a group as well as for the entities, particularly the subcontractors, whose capacity is used for technical and professional capacity criteria)
 - o Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), 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.
 - o A statement on turnover during the past three financial years.
 - o Approved Financial Statements of the past three years,
 - o The list of similar services delivered during the last three years,
 - o Detailed technical tender (max. 30 pages),
 - o Tender form – Prices, correctly filled out and signed by each participant for tender submitted by a group of economic operators) (see 6.2)
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the various applicable taxes and levies;
- When the tender is signed by a mandatory (authorised representative), he or she must clearly indicate whom he or she represents. The authorised representative attaches the electronic authenticated deed or the private power of attorney or a scanned copy of the power of attorney (for each participant if the tender is submitted by a group of economic operators). Where applicable, (s)he refers to the number of the Annexe to the Belgian Official Gazette in which the excerpt of the deed concerned is published and provides the page(s) and/or passage concerned¹⁵⁴.
- Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association
- Where applicable, the documents pertaining to the mandatory grounds for exclusion (see point 3.5.2) (for each participant for tender submitted by a group of economic operators).