



Tender Specifications

Public services contract for the supply of "Serious Games" online content

Negotiated Procedure without Prior Publication

External reference: BXL-12132

Table of contents

1	General remarks	5
1.1	Derogations from the General Implementing Rules	5
1.2	Contracting authority	5
1.3	Institutional framework of Enabel	5
1.4	Rules governing the public contract	6
1.5	Definitions	7
1.6	Processing of personal data by the contracting authority and confidentiality	8
1.6.1	Processing of personal data by the contracting authority	8
1.6.2	Confidentiality	8
1.7	Deontological obligations	9
1.8	Applicable law and competent courts	9
2	Subject-matter and scope of the public contract	11
2.1	Type of contract	11
2.2	Subject-matter of procurement	11
2.3	Lots	12
2.4	Items	12
2.5	Duration of the public contract	12
2.6	Variants	12
2.7	Options	13
2.8	Quantities	13
3	Subject-matter and scope of the public contract	14
3.1	Award procedure	14
3.2	Semi-official notification	14
3.2.1	Enabel publication	14
3.3	Information	14
3.4	Tender	14
3.4.1	Data to be included in the tender	14
3.4.2	Period the tender is valid	16
3.4.3	Determination of prices	16
3.4.3.1	Elements included in the price	16
3.4.4	How to submit tenders?	17
3.4.5	Change or withdrawal of a tender that has already been submitted	17
3.4.6	Selection of tenderers	18

3.4.6.1	Exclusion grounds	18
3.4.6.2	Overview of the procedure	19
3.4.6.3	Award criteria.....	19
3.4.6.4	Final score	20
3.4.6.5	Awarding of the public contract	20
3.4.7	Concluding the contract.....	20
3.4.7.1	Concluding the public contract	20
4	Special contractual provisions	21
4.1	Managing official (Art. 11)	21
4.2	Subcontractors (Art. 12 to 15)	21
4.3	Confidentiality (Art. 18)	22
4.4	Protection of personal data	22
4.4.1	Processing of personal data by the contracting authority	22
4.4.2	Processing of personal data by the contractor	23
4.5	Intellectual property (Art. 19 to 23).....	23
4.6	Performance bond (Art. 25 to 33).....	23
4.7	Conformity of performance (Art. 34).....	23
4.8	Changes to the public contract (Art. 37 to 38/19)	24
4.8.1	Replacement of the contractor (Art. 38/3)	24
4.8.2	Revision of prices (Art. 38/7)	24
4.8.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)	24
4.8.4	Unforeseeable circumstances	25
4.8.5	Taxation having an effect on the value of the public contract:	25
4.8.6	Submission conditions (Art. 38/14).....	25
4.9	Preliminary technical acceptance (Art. 42).....	26
4.10	Performance modalities (Art. 146 et seq.).....	26
4.10.1	Deadlines and terms (Art. 147)	26
4.10.1	Place where the services must be performed and service delivery formalities (Art. 149)	26
4.11	Inspection of the services (Art. 150)	26
4.12	Liability of the service provider (Art. 152-153)	26
4.13	Zero tolerance of sexual exploitation and abuse.....	26
4.14	Means of action of the contracting authority (Art. 44–51 and 154–155)	27
4.14.1	Failure of performance (Art. 44)	27
4.14.2	Fines for delay (Art. 46 and 154).....	27
4.14.3	Measures as of right (Art. 47 and 155)	28

4.15	End of the public contract.....	28
4.15.1	Acceptance of the services performed (Art. 64-65 and 156).....	28
4.15.2	Invoicing and payment of services (Art. 66 to 72 – 160)	29
4.16	Litigation (Art. 73)	29
5	Terms of reference	30
5.1	Enabel context	30
5.2	Subject-matter of procurement.....	30
5.3	Course content and presentation	31
5.3.1	Course content and structure	31
5.3.2	Languages & communication.....	32
5.3.3	Statistics produced by the course module.....	32
5.4	Educational follow-up	33
5.4.1	Follow-up of participants	33
5.4.2	Support.....	33
5.5	Monthly activity reports and SLA.....	34
5.6	Access to Serious Games: Test licences	34
5.7	Technical aspects	34
5.7.1	Multimedia technology	34
5.7.2	Enabel’s IT environment	35
6	Forms.....	2
6.1	Identification form	2
6.1.1	Natural person	3
6.1.2	Private/public-law body with legal form.....	4
6.1.3	Public-law body.....	5
6.1.4	Subcontractors.....	6
6.2	Tender form - Prices.....	7
6.3	Declaration on honour – Exclusion grounds	8
6.4	Integrity Statement for the tenderers	10
6.5	Documents to be submitted – exhaustive list	11

1 General remarks

1.1 Derogations from the General Implementing Rules

The section ‘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 (GIR) or as a complement or an elaboration thereof.

These Tender Specifications do not derogate Articles of the GIR.

1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with 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 Cooperation¹;
- 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 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

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

Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

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 binding 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;⁷
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- The new Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

⁵ Belgian Official Gazette of 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette of 09 May 2017.

⁸ Belgian Official Gazette of 27 June 2017.

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

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: Enabel;

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

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

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

Technical specification: 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 which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 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;

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

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

Processor (subcontractor) in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

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

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

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it under the framework of this procedure 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.

1.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL

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

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

1.7 Deontological obligations

1.7.1. 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.

1.7.2. 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.

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

1.7.4. 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.

1.7.5. 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.

1.7.6. 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 from receiving funds.

1.7.7. 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.

2 Subject-matter and scope of the public contract

2.1 Type of contract

This public contract is a public contract for services

The subject-matter of this public contract are social services and other specific services listed in Annexe III of the Law of 17 June 2016 (CPV code: 80420000-4 - E-learning services).

2.2 Subject-matter of procurement

The aim of this public contract is to offer innovative, interactive digital training courses on a range of behavioural competences, using "Serious Games".

By "Serious Game" we mean training courses in digital format that combine theoretical aspects of learning, communication and information with playful, interactive elements derived from video games.

On the one hand, we want to offer serious game-type content individually to colleagues for their personal development and, on the other, use this content as a learning activity as part of a wider path developed by function.

As part of a development path, we are interested in the following themes:

- * Time and stress management;
- * Team management and coaching;
- * Conflict management;
- * Achievement of results.

These themes must be included in the service provider's tender.

As part of an individual offer, we would like to offer training courses on the following topics:

- * Collaborative governance: Non-violent communication, active listening, recognition and feedback;
- * The leadership principles: setting and achieving objectives, time management, leadership and management, coaching, delegation;
- * NWOW-New Way of Working: remote leadership, ergonomic home office, effective remote working, effective meetings;
- * Working in a complex environment: agile working methods, change management.

This content will be offered to colleagues to support the organisation's strategic projects.

For these themes, the offer can be completed as an option.

Framework contract

This public contract is awarded following the modalities of the framework agreement with

one economic operator in the meaning of Article 43 of the Law of 17 June 2016.

The framework agreement establishes the terms governing public contracts to be concluded during the validity period of the agreement.

2.3 Lots

This public contract is not divided into lots.

2.4 Items

The tenderer is required to quote prices for the following items:

(See also Part 5 Terms of Reference, and/or Part 6.2 Tender form - Prices)

- Theme 1 - Time and stress management; Price list (unit price per year and per user);
- Theme 2 - Team management and coaching; Price list (unit price per year and per user);
- Theme3 - Conflict management: Price list (unit price per year and per user);
- Theme 4 - Achievement of results: Price list (unit price per year and per user);
- Technical support, integration and adaptation of customer tools: price list (unit price per day).

2.5 Duration of the public contract

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

Without prejudice to measures as of right, the contracting authority can terminate the procurement contract every year after notification sent by registered letter 90 calendar days before the anniversary date of the contract.

Moreover, if the service provider is at fault in situations of conflicts of interest, the contracting authority has the right to terminate the contract.

The termination of the contract under the conditions mentioned above does not entitle to any indemnity.

2.6 Variants

Required and authorised variants may not be introduced.

Free variants are not permitted.

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 invited (authorised option) to submit price quotations for:

- Theme 5 (authorised option) - Collaborative governance: Non-violent communication, active listening, recognition and feedback: Price list (unit price per year and per user);
- Theme 6 (authorised option) - The leadership principles: setting and achieving objectives, time management, leadership and management, coaching, delegation: Price list (unit price per year and per user);
- Theme 7 (authorised option) - NWOW-New Way of Working: remote leadership, ergonomic home office, effective remote working, effective meetings: Price list (unit price per year and per user);
- Theme 8 (authorised option) - Working in a complex environment: agile working methods, change: Price list (unit price per year and per user).

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

Free options are also allowed. The tenderer may, on his own initiative, propose additional themes as free options.

2.8 Quantities

This public contract has no minimum quantities. The presumed quantities are given for information purposes only. The price to be paid will be obtained by applying the unit prices quoted in the inventory to the quantities actually performed.

Therefore, the contracting authority does not commit in any way as to quantities that will actually be ordered under the framework of this public contract. The service provider will not be entitled to any compensation if the quantities actually ordered are less than the minimum quantities.

The estimated quantities for the 4 years are as follows:

Year	1	2	3	4	Total
Number of staff to be trained:	500	650	700	750	2600
Technical support, integration and adaptation of customer tools	A maximum of 8 days can be ordered throughout the duration of the contract to meet specific technical requirements.				

3 Subject-matter and scope of the public contract

3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 89, §1, 2° of the Law of 17 June 2016.

3.2 Semi-official notification

3.2.1 Enabel publication

This public contract is posted on the website of Enabel (www.enabel.be).

3.3 Information

The awarding of this contract is coordinated by Lucas Vangeel. During this procedure, all contacts between the contracting authority and the possible tenderers about this public contract will exclusively pass through this service/ this person. Prospective tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 7 (**seven**) calendar 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 Lucas Vangeel (lucas.vangeel@enabel.be) and they will be answered in the order received.

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

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail.

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 seven days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

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

The following forms must be used:

- Form 6.1 - Identification of the tenderer
- Form 6.1.4 – List of subcontractors
- Form 6.2 – Tender form - Prices
- Form 6.3 – Declaration on honour – Exclusion grounds
- Form 6.4 – Integrity Statement for the tenderers

The tenderer also includes in this tender (see also Chapter 6.5):

- Technical tender:
 - Presentation of the courses
 - Learning goals
 - Offer of courses in Dutch
 - Presentation of the courses in option
 - Learning goals
 - Offer of courses in Dutch
 - Options price list (annual licences per user)
 - Technical aspects
 - Educational and participant follow-up
 - Activity report and SLA
- The statutes and any other document necessary to establish the power of attorney of the signatory or signatories
- Optionally, the requested documents relating to the exclusion grounds.

In order to have a realistic view of the operation and possibilities, the tenderer will provide 4 test licences to be able to access the games and test for the entire validity of the tender (180 calendar days).

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 tenderer
- Form 6.3 – Declaration on honour
- Form 6.4 – Integrity Statement for the tenderers.
- The statutes and any other document necessary to establish the power of attorney of the signatory or signatories.
- The association agreement signed by each participant, clearly showing who represents the association
- Optionally, the requested documents relating to the exclusion grounds.

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 reason or 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)
- Applicable 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 institution to which any 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.

The initial tender and the annexes to the tender form are drawn up in French or English or Dutch.

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

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

3.4.2 Period the tender is valid

The tenderers remain bound by their tender for a period of 180 (one hundred and eighty) calendar days from the tender reception deadline date.

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

3.4.3 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 lump-sum prices. The price to be paid will be obtained by applying the unit prices quoted in the inventory to the quantities actually performed.

Prices are set according to the number of users per year (between 500 and 750 users), and the number of days of technical support (8 days maximum).

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.

3.4.3.1 Elements included in the price

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

The service provider quotes all his prices in euros, VAT excluded. VAT will be shown as a separate item. Tenderers are informed that Enabel is not subjected in the meaning of Articles 21 and 21 bis of the Belgian VAT Code.

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

The following are in particular included in the prices:

Administrative management and the secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

Delivery of documents or records associated with performance;

The packaging;

Training required for use;

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

Customs and excise duties for equipment and products used;

Acceptance costs.

3.4.4 How to submit tenders?

The tenderer may only submit one tender per public contract.

The tenderer submits his tender as follows:

- The original tender must be submitted by electronic means only to the address: lucas.vangeel@enabel.be, with mailbox procurement@enabel.be in Cc, in PDF format or equivalent. An acknowledgement of receipt will be sent.
- The tenderer is not required to sign the tender and its annexes individually. These documents are signed globally by affixing a handwritten (or electronic) **signature to the tender form**.

Tenders received in any other way or sent to other recipients will not be considered.

The tenders must be received by 05/07/2023 at 14 h GMT+2 at the latest.

Any tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted⁹.

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

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

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

The withdrawal must be communicated by the same means as for the submission of the tender (see Chapter 3.4.4).

Art. 83 of the Royal Decree of 8 January 1996

Thus, a tender that is modified or withdrawn after the submission report has been signed means that a new submission report, signed in accordance with paragraph 1, must be sent.

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

The withdrawal must be pure and simple.

3.4.6 Selection of tenderers

3.4.6.1 Exclusion grounds

The obligatory and facultative grounds for exclusion are given in attachment to these Tender Specifications.

By attaching to his tender the signed Declaration on honour (point 6.3), the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The grounds for exclusion apply to :

- 1° all participants who submit a joint request to participate and intend to form a group of economic operators in the event of selection;
- 2° all participants who, as a group of economic operators, submit a tender together.

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The following documents will be requested:

- 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 fulfils his obligations regarding the **payment of social security contributions**, 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.
- 3) The document certifying that the tenderer fulfils his obligations regarding 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.

The above documents must be recent, meaning established less than six months before the tender submission deadline date.

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.

For Belgian tenderers, 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. The contracting authority will itself check the tenderer's status in relation to points 2 and 3 via the Telemarc system.

3.4.6.2 Overview of the procedure

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to formal and material regularity. Irregular tenders will be rejected.

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

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

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

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

3.4.6.3 Award criteria

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

<p>Presentation of the courses</p> <ul style="list-style-type: none"> • Learning goals • Offer of courses in Dutch
<p>Prices The total price of the tender must be quoted in the tender form – Prices (Annex 6.2).</p>
<p>Educational follow-up, activity report and SLA</p>
<p>Technical aspects</p>
<p>Presentation of the courses in option</p> <ul style="list-style-type: none"> • Learning goals • Offer of courses in Dutch • Number of options offered • Prices of options offered

The award criteria are listed in descending order of importance.

3.4.6.4 Final score

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

3.4.6.5 Awarding of the public contract

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

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.

3.4.7 Concluding the contract

3.4.7.1 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.

Notification is via e-mail and, on the same day, by registered post.

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

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

In view of transparency, Enabel undertakes to annually publish the list of contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

4 Special contractual provisions

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.

These Tender Specifications do not derogate Articles of the GIR.

4.1 Managing official (Art. 11)

The managing official is Oona De Blende: oona.deblende@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 public contract will be addressed to him or her, unless explicitly mentioned otherwise in these Tender Specifications.

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

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 '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.

4.2 Subcontractors (Art. 12 to 15)

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

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

The service provider 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.

4.3 Confidentiality (Art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by the contractor

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

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

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

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

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

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

4.5 Intellectual property (Art. 19 to 23)

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

4.6 Performance bond (Art. 25 to 33)

For this public contract no performance bond is required in accordance with Art. 25, §1, 2°, f) of the General Implementing Rules (GIR).

4.7 Conformity of performance (Art. 34)

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

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

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

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial 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 supplies and 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.

4.8.2 Revision of prices (Art. 38/7)

For this public contract, prices may be revised each time the licence contract is renewed, subject to a written request to that effect from the service provider.

The adjustment of prices is calculated with the following formula:

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

$k = 1 * hi/HI$

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

hi = same index, on date of invoicing.

<https://statbel.fgov.be/en/themes/consumer-prices/health-index>

Base year : 2013

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.

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

The contracting authority reserves the right to suspend the performance of the 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.

4.8.4 Unforeseeable circumstances

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

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

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

For this public contract, in case of a change in taxation having an effect on the value of the public contract, a price revision as provided for in Article 38/8 of the GIR is possible.

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 the above-mentioned taxes, the contractor must prove that it has actually borne the additional costs 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.

4.8.6 Submission conditions (Art. 38/14)

The contracting authority or contractor that wants to use one of the re-examination provisions as described in Articles 38/9 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.

4.9 Preliminary technical acceptance (Art. 42)

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

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

Service delivery must commence within seven calendar days as from the day after the date on which the service provider received the request. The closure of the service provider's business for annual holidays is not included in this calculation.

Access to the Games will be provided for a period of 1 year with three possible renewals.

4.10.1 Place where the services must be performed and service delivery formalities (Art. 149)

The services will be performed at the home of the contractor.

4.11 Inspection of the services (Art. 150)

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

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

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

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

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

4.13 Zero tolerance of sexual exploitation and abuse

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

4.14 Means of action of the contracting authority (Art. 44–51 and 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 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 case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

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

4.14.1 Failure of performance (Art. 44)

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

1° when performance 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.

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

4.14.2 Fines for delay (Art. 46 and 154)

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

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

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

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

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

§2. 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.

4.15 End of the public contract

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

The managing official will closely monitor the services during their execution.

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.

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

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

Accounting service
Rue haute 147
1000 Brussels, Belgium
mailbox.accounting@enabel.be
With Copy to:
training@enabel.be

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

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

The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice.

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.

Advances for access to the platform may be granted to the contractor, if the latter can demonstrate that it is customary that these services are concluded on the basis of a subscription or subject to prior payment (Art. 67, §1, °4 of the GIR).

Payments can also be made in instalments.

4.16 Litigation (Art. 73)

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, Public-law company

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 Enabel context

Enabel is the Belgian development agency. Under the 2030 Agenda for Sustainable Development, Enabel carries out public service assignments in Belgium and abroad. Enabel enhances the impact of Belgium in international development by carrying out assignments for Belgian and international third-party donors. Enabel has approximately 200 employees in Brussels and +/- 2,200 staff in the 14 partner countries of Belgium and in the countries where Enabel operates for third-party donors.

Find out more on the activity of the organisation on our website: <https://www.enabel.be/content/about-enabel>

We want to continue to invest in developing the competences of our employees by supporting the development of a continuous training programme focused, among other things, on improving the behavioural competences of all our colleagues. The majority of our colleagues work in Belgium's partner countries and therefore work remotely, so we want to expand our online training offering.

This service request aims to support the development of colleagues' behavioural competences as a means of supporting the organisation's strategies.

5.2 Subject-matter of procurement

The aim of this public contract is to offer innovative, interactive digital training courses on a range of behavioural competences, using "Serious Games".

By "Serious Game" we mean training courses in digital format that combine theoretical aspects of learning, communication and information with playful, interactive elements derived from video games.

On the one hand, we want to offer serious game-type content individually to colleagues for their personal development and, on the other, use this content as a learning activity as part of a wider path developed by function.

As part of a development path, we are interested in the following themes:

- * Time and stress management;
- * Team management and coaching;
- * Conflict management;
- * Achievement of results.

These themes must be included in the service provider's tender.

As part of an individual offer, we would like to offer training courses on the following topics:

- * Collaborative governance: Non-violent communication, active listening, recognition and feedback
- * The leadership principles: setting and achieving objectives, time management, leadership and management, coaching, delegation
- * NWOW-New Way of Working: remote leadership, ergonomic home office, effective remote working, effective meetings
- * Working in a complex environment: agile working methods, change management

This content will be offered to colleagues to support the organisation's strategic projects.

For these themes, the offer can be completed as an option.

We estimate our needs over four years as follows:

Year	1	2	3	4	Total
Number of staff to be trained:	500	650	700	750	2600
Technical support, integration and adaptation of customer tools	A maximum of 8 days can be ordered throughout the duration of the contract to meet specific technical requirements.				

The Serious Games will preferably be made available on the Enabel LMS. The games can be offered via the tenderer's own LMS system, in which case the tenderer must describe the system it wishes to use in its tender. However, access to the games should be possible via the Enabel LMS.

The software must comply with the terms of Enabel's internal IT guidelines. The conditions and internal GDPR guidelines must also be complied with.

The Serious Games must be fully operational and maintenance must also be available (so that there are no beta versions of the software, pre-versions, etc.).

The contracting authority wishes to have the most recent course versions on the market permanently and at no extra cost for the duration of the contract.

The tender (technical aspects) describes how the new versions will be made available to the contracting authority.

5.3 Course content and presentation

5.3.1 Course content and structure

The Serious Games' design must meet current e-learning standards. Games must be simple, fluid and intuitive for learners to use. Each user must be able to follow the courses at their own pace, according to their abilities and the use of their time.

Great importance is attached to the quality of the games proposed, in terms of graphics, content, scenario and learners' achievements.

In terms of content, the models and methods used in the course must be based on scientific ideas and/or current practices in the field of HR or work and motivational psychology. The teaching methods should be varied (e.g. reading text, video, sufficient practical application of the learning content).

In terms of storytelling, the story around which the games are built must add value to the training course.

An assessment of the competences acquired by the learner should also be integrated into the game, during or after it.

On completion of the course, learners should be able to access their detailed grades by course, their overall score for the course, and other course information such as suggestions for further training.

The tenderer will describe in detail the content of the Serious Games courses proposed for the following themes: time and stress management, team management, conflict management, achievement of results, including the proposed learning objectives and the various components, if a module consists of several learning contents.

The tenderer must also clearly indicate how much time is deemed necessary to complete all the content for each module.

If tenderers have Serious Games covering optional themes (individual/support for strategic projects), we ask that the above elements also be described (content, learning objective and the various components, time taken to complete the module, etc.).

5.3.2 Languages & communication

The Serious Games must be available in English and French. The availability of modules in Dutch is considered an asset.

The contracting authority will strictly check that the quality of the different language versions is equivalent.

Tenderers must describe in their tender how they will support the contracting authority in the preparation and implementation of a communication plan.

5.3.3 Statistics produced by the course module

Information on the learner's path, progress, results, etc. is very important for the contracting authority, as it provides an opportunity to monitor the learner's progress and to analyse the results of the training activities offered.

This information also allows the provider to organise reactivation of learners and to take action in the event of a lack of diligence on their part. The information should preferably be available by course module in the contracting authority's LMS or in a specific reporting tool so that consultation and analysis for monitoring purposes are possible.

Training reporting and monitoring must be easily accessible, clear and exportable in CSV format for analysis. This CSV must contain a unique key for each employee (e-mail address) and contain at least the information below. If it is not possible to transmit the reporting and monitoring to the contracting authority's LMS via SCORM, it must be possible to easily generate a CSV export from the service provider's reporting tool.

In his tender, the tenderer lists the various items of information to be made available for each course module. It also specifies what information is available for the learner (rate of progress made, test score, etc.).

The module provides at least the following information for each learner:

- The progress of the course (not started, started, finished)
- The date on which the learner started
- The degree of progress in the module
- Total time spent
- Average time spent per week (general)
- Average time spent per week (last month)
- Results of any interim tests and the final test

The tenderer will provide a customised report, exportable annually in CSV format with the following information for each learner:

- the learner's e-mail address
- last name and first name of the learner
- Module completed

- Duration (in hours)
- The progress of the course (not started, started, finished)
- Start and end dates

If the course module comes with a specific reporting tool, the tenderer must provide a detailed overview of the functions offered and how this tool works.

5.4 Educational follow-up

5.4.1 Follow-up of participants

As mentioned above, a training module provides for regular reactive follow-up.

Reactive follow-up is mainly defined as the activation of a learner who is inactive or not active enough in the long term. In addition, it is expected that learners' questions are answered, either through clear communication about the capabilities and operation of the modules, or by answering learners' questions directly.

The tenderer must describe in his tender how this follow-up will be carried out (reactivation, responses to learners' questions, etc.). The tenderer must provide all the necessary performance details for each type of service (deadline, form, content, etc.).

The tenderer pays particular attention to drop-out issues. The tenderer must indicate how he intends to deal with this issue (reactivation, means of contacting the learner, elements to motivate the learner, etc.). The contracting authority expects at least the following communication:

- Where the learner has not yet started, 15 days after the start of the licence.
- Where the learner has not spent sufficient time (less than 2 hours per month) on the course during that month.

In case this communication does not take place as planned above, the user's licence will be cancelled and will not be invoiced as part of the service provided.

The tenderer will also indicate whether his product contains tools for automating part of the learner follow-up (reactivation of inactive students, etc.).

The tenderer will clarify the conditions under which the contracting authority may recover unused or little-used licences (for example, a learner who has not yet started training one month after the start of the licence) in order to assign them to other participants.

5.4.2 Support

The tenderer must provide sufficient and complete information in English and French for each game module at each initial level: expectations, content, time investment, equipment (headphones, etc.), etc. It will be considered an asset if this information is available in Dutch too.

The game must be intuitive, so that the learner can start a module independently, possibly aided by communication provided by the tenderer. If necessary, a contact point to resolve specific questions.

Some of our employees may be uncomfortable playing (online) games, either because of limited computer skills or because they are less interested in computer games. It is therefore important to create a pleasant and engaging learning environment in which every employee can function. To this end, the company will have to provide a manual (online or in written form) in at least Dutch, English and French in order to increase the learner's access to and use of the games. In addition, a communication plan will be drawn up by the contracting authority to manage the launch of Serious Games in the organisation.

5.5 Monthly activity reports and SLA

The tenderer provides the template for the annual activity reports sent by e-mail to the contracting authority. This standard template contains at least:

- An overview of follow-ups carried out
- Problems encountered and measures taken to resolve them
- Learners who drop out and follow-up of inactive learners
- The follow-up of participants (breakdown by competences acquired, by number of hours of activity, by level, diligence, etc.).

In his tender, the tenderer proposes an SLA concerning:

- The quality of the educational guidelines for all the services offered
- The solutions that can be envisaged in the event of problems
- Intervention periods (availability of the service after a period of unavailability, etc.).

5.6 Access to Serious Games: Test licences

In order to have a realistic view of the operation and possibilities, the tenderer will provide 4 test licences to be able to access the games and test for the entire validity of the tender (180 calendar days).

5.7 Technical aspects

5.7.1 Multimedia technology

Current multimedia standards must be reflected in the tender submitted. This section deals with the specific needs of the contracting authority in this respect.

Regarding the navigator

The Serious Games will preferably be made available on the Enabel LMS.

The games can be offered via the tenderer's own LMS system, in which case the tenderer must describe the system it wishes to use in its tender. However, access to the games should be possible via the Enabel LMS.

Design and appeal of the modules

The modules' interface should be pleasant, user-friendly and visually appealing to the user.

The entire module must be easily accessible and logically constructed to ensure a positive user experience.

The loading time of the different screens in the game is limited. Some participants work in locations where network access is limited.

The connection time to download a page is less than 2 seconds. The tenderer must provide a technical report to support this requirement.

The audience for these courses is diverse and often uncomfortable in a gaming environment. The design of the courses must therefore be as intuitive as possible, so that participants can easily find their way around.

Course participants must be able to follow the course at their own pace: The game keeps track of the participant's progress throughout.

The media used for these courses

The contracting authority wants to know what types of teaching support are offered and what media are used (text, graphics, animation, audio recording, quiz, video, etc.). The service provider will give an overview of the forms of teaching support provided in the games.

Printing facilities

Learners must be able to download and print the teaching material used (pages, syllabi, diagrams, etc.) as well as their personal reports. The tenderer will clarify these facilities.

Operation on a specific portal

Where the course module operates on a specific portal, the tenderer will indicate how to connect with the contracting authority's LMS, so that access to the course is "easy" for the user who simply follows the approved access procedure via the contracting authority's LMS to start the course.

The tenderer should indicate what information can be exchanged between the platforms via this link and provide a description of the existing APIs.

The tenderer will clearly describe how it is possible for the contracting authority to offer access to the various modules of the tenderer's catalogue to all employees, or only to a selection of them, or, where appropriate, not to offer it to its employees.

5.7.2 Enabel's IT environment

This section describes the technical framework within which the Serious Games and their follow-up must be implemented.

The tenderer must take account of the technical aspects covered here when drawing up his tender.

The IT solution proposed by the tenderer should be compatible with these technical aspects. Any incompatibility of these technical aspects will, after examination by the evaluation committee, result in the tender being considered irregular in the absence of technical compliance.

PCs

In principle, each Enabel employee has a laptop, equipped with one of the following operating systems

- Windows 10 Enterprise 64 bits.

The navigators most used

Staff have the following navigators:

- Firefox 56, Chrome 63 (and above).
- Microsoft Edge (for users with Windows 10).
- Firefox 91

General state of equipment and software

The tenderer will indicate in his tender the minimum and optimum hardware and software configuration requirements (indicating the version number) for user publications. These requirements must be at least compatible with the description of the IT environment, as set out above.

Use of network resources

The tenderer will provide an assessment of the use of network resources related to the training (bandwidth required per user, etc.).

6 Forms

6.1 Identification form

6.1.1 Natural person

To fill out the form, please click here:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e15a7f59-9a3c-4072-89ac-deb89f513e1c>

I. PERSONAL DATA			
Family name*:			
FIRST NAME(S) ^①			
DATE OF BIRTH			
DD MM YYYY			
PLACE OF BIRTHS (CITY, VILLAGE)	COUNTRY OF BIRTH NAISSANCE		
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD	PASSPORT	DRIVING LICENCE ^②	OTHER ^③
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER			
PERMANENT PRIVATE ADDRESS			
POSTCODE	P.O. BOX	CITY	
REGION ^⑤	COUNTRY		
PRIVATE PHONE			
PRIVATE E-MAIL			
II. BUSINESS DATA			
If YES, please provide business data and attach copies of the official supporting documents.			
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies? YES - NO	BUSINESS NAME (if applicable) VAT number REGISTRATION NUMBER PLACE OF MAIN REGISTRATION CITY COUNTRY		
DATE	SIGNATURE		

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

6.1.2 Private/public-law body with legal form

To fill out the form, please click here:

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

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

6.1.3 Public-law body

To fill out the form, please click here:

OFFICIAL NAME¹⁰	
ABBREVIATION	
MAIN REGISTRATION NUMBER¹¹	
SECONDARY REGISTRATION NUMBER	
(if applicable)	
PLACE OF MAIN	
REGISTRATION	CITY COUNTRY
DATE OF MAIN REGISTRATION	
	DD MM YYYY
VAT NUMBER	
OFFICIAL ADDRESS	
POSTCODE	P.O. BOX
	CITY
COUNTRY	PHONE
E-MAIL	
DATE	STAMP
SIGNATURE OF AUTHORISED REPRESENTATIVE	

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

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

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

¹⁰ National denomination and its translation in EN or FR if existing.

¹¹ Registration number in the national register of the entity.

6.1.4 Subcontractors

Name and legal form	Address / Registered office	Subject

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 and Terms of Reference and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own sales conditions.

The unit prices and the global price for each item in the inventory 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 dealt with on a separate line, to be added to the tender value. Tenderers are informed that Enabel is not subjected in the meaning of Articles 21 and 21 bis of the Belgian VAT Code.

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

Item	Type	Unit	Quantity	Unit price	Total price, exclusive of VAT:	Applicable VAT rate:
Theme 1- Time and stress management– Annual licence	Price list	User	2600	€	€	%
Theme 2 - Team management and coaching–	Price list	User	2600	€	€	%
Theme 3 - Conflict management - Annual licence	Price list	User	2600	€	€	%
Theme 4 - Achievement of results - Annual licence	Price list	User	2600	€	€	%
Technical support, integration and adaptation of customer tools	Price list	Days	8	€	€	%
TOTAL PRICE EXCLUDING VAT:					€	
TOTAL PRICE INCLUDING VAT:					€	

TOTAL PRICE INCLUDING VAT (in words):

(Authorised/free) options are presented in a separate part of the tender.

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.

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.

Certified true and sincere,

Original signature(s):

6.3 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 his directors [1] 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 company.
- 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) When Enabel can demonstrate by any appropriate means that the tenderer or any of his directors has committed serious professional misconduct which calls into question his integrity.

The following are considered such 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 than exclusion.
- 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.

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

The presence of the 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 tenderer 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.

The tenderer or one of his 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://finance.belgium.be/en/about_fps/structure_and_services/general_administrations/treasury/financial-sanctions/international

For the United Nations, 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_en

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

For Belgium:

<https://finance.belgium.be/en/treasury/financial-sanctions>

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

.....

Place, date

6.4 Integrity Statement for the tenderers

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

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

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the 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 will be considered serious professional misconduct and will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- 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 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

6.5 Documents to be submitted – exhaustive list

- Identification form (6.1.1, 6.1.2 or 6.1.3, depending on your status) and list of subcontractors (6.1.4) who will be involved in the performance of the public contract if you/your organisation is/are awarded the public contract. To be completed in full and signed (by each participant in case of a tender submitted by a consortium of economic operators).
- Declaration on honour - exclusion criteria (6.3) - completed and signed (by each participant in case of a tender submitted by a consortium of economic operators).
- Integrity Statement for the tenderers. (6.4) - completed and signed (by each participant in case of a tender submitted by a consortium of economic operators).
- All the documents required to evaluate the tender:
 - Form 6.2 - Price quotation form
 - Technical tender:
 - Presentation of the courses
 - Learning goals
 - Offer of courses in Dutch
 - Presentation of the courses in option
 - Learning goals
 - Offer of courses in Dutch
 - Options price list (annual licences per user)
 - Technical aspects
 - Educational and participant follow-up
 - Activity report and SLA
- In order to have a realistic view of the operation and possibilities, the tenderer will provide 4 test licences to be able to access the games and test for the entire validity of the tender (180 calendar days).
- Where the tender is signed by an authorised representative, it will clearly state the authorised representative or representatives. 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). He or she refers, where appropriate, to the number of the annex to the Belgian Official Gazette where the deed was published, mentioning the page(s) and/or the parts concerned.
- If the tender is submitted by a group of economic operators, the association agreement is signed by each participant, clearly showing who represents the association.
- The documents regarding the grounds for exclusion (cf. 3.4.6.1) (for each participant if the tender is submitted by a group of economic operators) will only be requested from the successful tenderer.