



Public contract
for time registration system services

Negotiated procedure
without prior publication

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1 General provisions

1.1 Derogations from the General Implementing Rules

Section 4 ‘Specific contractual and administrative conditions’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

These Tender Specifications do not derogate the Articles of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

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 the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this public contract, Enabel is validly represented by Danny Verspreet, Director Finance & IT, and Inge Janssens, Manager Global Procurement Services.

1.3 Institutional framework of Enabel

The general framework of reference under which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations, for example:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, as well as the Law of 10 February 1999 on the Suppression of Corruption, transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

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

²Belgian Official Gazette of 01 July 1999.

- The United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization³ 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 Employment Discrimination (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 the environment: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

1.4 Rules governing the public contract

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

- The Law of 17 June 2016 on public procurement⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁶;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public contracts;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be; Enabel's Code of Conduct and the policies

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

⁴Belgian Official Gazette of 14 July 2016.

⁵Belgian Official Gazette of 21 June 2013.

⁶Belgian Official Gazette of 09 May 2017.

⁷Belgian Official Gazette of 27 June 2017.

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:

An economic operator submitting a tender;

The tenderer to whom the public contract is awarded;

The contracting authority: Enabel;

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

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;

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

A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document, in a public supply contract or a public services contract, 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;

This document and its annexes and the documents it refers to;

The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation 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;

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 Deontological obligations

1.6. 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.

1.6. 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.

1.6. 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.

1.6. 4 Any attempt of a candidate or tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the tender investigation, clarification, evaluation or comparison procedures will lead to the rejection of the application or the tender.

1.6. 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 the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, whatever their hierarchical position be.

1.6. 6 The contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. The contractor who has paid unusual commercial expenditure, according to the

seriousness of the facts, may see his contract terminated or he may be permanently excluded.

1.6. 7 In accordance with Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, sexual exploitation or abuse, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

1.7 Applicable law and competent courts

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

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

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

2.2 Context and subject-matter of the public contract

The Belgian development agency Enabel (<https://www.enabel.be>) implements the Belgian governmental cooperation policy. Digitisation is important for Enabel - several digital solutions have been launched in recent years.

The aim of this public contract is to provide a time recording system that can be used by Enabel employees.

2.3 Lots

This public contract does not comprise any lots.

2.4 Items

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

The tenderer is to quote the price for the following items:

- Item 1: Price per user per month Must comprise:
 - Technical support for bugs
 - Users' assistance
- Item 2: Price for specific support per hour May comprise:
 - Assistance with configuration
 - Support to set up API
 - To be performed in regie

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

Framework contract

This public contract is awarded under the form of a framework contract with a single contractor in the meaning of Article 43 of the Law of 17 June 2016.

This means that the final contract value will depend on the number of users or the number of applications that the contracting authority will make during the course of the public contract. The framework contract lays down the conditions that will govern these applications for the duration of the contract. For each application, performance under this framework contract will take place according to the modalities laid down in Chapter 3.4.13.2

Order procedure.

2.5 Duration of the public contract

The public contract starts on the first calendar day following the day indicated in the contract award notice and is concluded for a term of (maximum) four years.

However, each party can terminate the contract at the end of the first, second or third year after notification of the other party sent at least 90 calendar days before the anniversary date of the framework contract. In that case, the party cannot claim damages under that termination.

2.6 Variants

Required and authorised variants may not be introduced.

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

2.7 Options

Required and authorised variants may not be introduced.

Free options are forbidden.

2.8 Quantity

Prices are set on the basis of a price list, which means that only the unit price is fixed. The price to be paid will be obtained by applying the unit prices quoted in the inventory to the quantities actually performed.

The quantities to be delivered will be determined on the basis of distinct order in accordance with Chapter 3.4.13.2 Order procedure. The estimates given below are for information purposes only.

- Price per user per month: minimum 12 months, maximum 48 months; minimum 250, maximum 2,500 users; estimated average number of users per month: 400 users.
- Price for specific support per hour (direct cost): no minimum, maximum 480 hours (on 48 months).

3 Awarding the public contract

3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 42, §1, al. 1, 1°, a) of the Law of 17 June 2016 on public procurement.

3.2 Semi-official notification

3.2.1 Enabel publication

The public contract is advertised on the website of Enabel (www.enabel.be).

3.3 Information

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

Until 7 days before the deadline for submission of tenders, prospective tenderers may ask questions about the Tender Specifications and the public contract. Questions will be addressed in writing only to Lucas Vangeel (lucas.vangeel@enabel.be) and are answered as they are received. The complete overview of questions raised will be available at the latest 5 days before the deadline for the receipt of tenders upon request via the above address.

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. When the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes price quotations or the comparison of tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Tender

3.4.1 Data to be included in the tender

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 forms to be used are:

- Form 6.1 Identification forms
- Form 6.2 Tender form - Prices
- Form 6.3 List of subcontractors
- Form 6.4 Declaration on honour

The tenderer also attaches the following to his tender:

- All documents demanded regarding award criteria (see point 3.4.11)
- Details of the proposed prices, indicating for each item the different elements included in the price and the applicable VAT rate
- Possibly, any necessary documents regarding the grounds for exclusion (see section 3.5.1).
- The statutes and any other document required to establish the power of attorney of the signer(s)

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

- Form 6.1 Identification forms
- Form 6.4 Declaration on honour ;
- The statutes and any other document required to establish the power of attorney of the signer(s)
- The association agreement signed by each participant, clearly showing who represents the association.

The following information will be included in the tender:

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

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 disseminated by the contracting authority.

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

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

3.4.2 Period the tender is valid

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

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

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

3.4.3.1 Elements included in the price

The service provider is to include in its unit prices any charges and taxes that generally somehow affect the services, with the exception of the value-added tax.

The service provider quotes its rates in euro, exclusive of VAT. The VAT rate must be quoted separately. Tenderers are reminded that Enabel is a non-taxable person within the meaning of Articles 21 and 21 bis of the Belgian VAT Code.

The following are in particular included in the prices:

- Administrative and secretariat costs
- Travel, transportation and insurance costs
- Costs of documentation pertaining to the services
- Delivery of documents or records associated with performance
- Packaging costs
- Any training required for use
- Where applicably, the measures imposed by occupational safety and worker health legislation
- Acceptance costs
- As well as communication costs (including internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, all costs, staff and material expenses needed to perform the contract, the copyright fees, the purchase or leasing

of third party services needed for the performance of the contract.

3.4.4 How to submit tenders?

Each tenderer may only submit one tender per public contract.

In accordance with the rules on means of communication, only tenders submitted by electronic means will be accepted.

Consequently, the submission of paper tenders is not allowed and the contracting authority will only consider tenders submitted electronically.

For this public contract, tenders will be submitted electronically through the federal **e-Procurement** platform: [BOSA - eProcurement \(publicprocurement.be\)](https://bosa.service-now.com/eprocurement).

The platform is free and open to any service provider wishing to participate in public procurement.

Tenders must be submitted no later than **Monday 8 September 2025 at 2 p.m.** (Belgian time).

Follow the 2 steps below to create an account:

1. Register as a new user:

https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=6eaa49c91bcd31143ff06421b24bcbc8

2. Register your company:

https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010734

The format of the documents should be .pdf or equivalent.

For instructions on submitting tenders, please check the following:

https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010799

By submitting a request for participation in whole or in part by electronic means, the candidate accepts that the data resulting from the operation of the facility receiving his request will be recorded.

The contracting authority draws tenderers' attention to the fact that sending a tender by mail does not meet the conditions of Article 14 §6 and 7 of the Law of 17 June 2016. Articles 6 and 7 of the Law of 17 June 2016

You can also contact the e-Procurement helpdesk on +32 (0)2 740 80 00 or e.proc@publicprocurement.be.

3.4.5 Signing of the tenders

The tenderer does not sign the tender and its annexes individually when they are uploaded to the digital platform. These documents are signed globally by affixing a qualified electronic signature to the relevant submission report

The signatures shall be issued by the authorised person(s) empowered to validly represent the tenderer. This provision applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly and severally liable.

If the submission report is signed by an authorised representative, he or she shall clearly indicate his or her proxy or proxies. The authorised representative attaches the electronic authentic or private document proving his authority or a scan of the copy of his power of attorney.

The contracting authority reminds that a scanned signature is not an acceptable electronic signature.

3.4.6 Opening of tenders

The tenders must be in the possession of the contracting authority before 2 pm on Monday 8 September 2025.

The tenders will be opened behind closed doors.

3.4.7 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 Article 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 described in detail. The withdrawal must be pure and simple.

This statement must be sent by the same means and to the same addresses as those indicated for submitting tender (see point 3.4.4).

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

The withdrawal must be pure and simple.

3.4.8 Exclusion grounds

The mandatory and optional grounds for exclusion are stated in the declaration on honour regarding the grounds for exclusion.

By submitting his signed declaration on honour (section 6.4), the tenderer declares that he is not in any of the grounds for exclusion listed in Articles 67 to 70 of the Law of 17 June 2016 and Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority checks whether the implicit Declaration on honour of the tenderer with the best ranked tender corresponds with reality.

To this end, the contracting authority will ask the tenderer concerned to provide, by the swiftest possible means and within the time limit laid down, information or documents enabling its own situation to be ascertained.

The grounds for exclusion apply to:

1. All participants who submit a joint application for participation and intend to form a consortium of entrepreneurs in case of selection;
2. all participants submitting a tender together as a consortium of entrepreneurs; and

For all such participants or entities, the contracting authority must verify the absence of grounds for exclusion on the basis of the following documents:

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

The tenderer may attach these documents directly to his tender.

If the documents are not attached, the tenderer should be able to provide the documents listed above within the 5 working days following the contracting authority requesting so.

If the tenderer fails to deliver the document(s) requested in time, the contracting authority reserves the right to exclude the tenderer.

Tenderers are therefore strongly advised not to wait for the contracting authority's request and to request, as soon as possible, the necessary documents from the competent authorities of the country in which they are established. The waiting times for obtaining certain documents can indeed be long.

The contracting authority itself will request the information or documents it can obtain free of charge by electronic means from the available databases. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.

3.4.9 Conflicts of interest – Revolving doors mechanism (Art.51 of the Royal Decree of 18 April 2017)

Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law, a conflict of interests is deemed to exist where a natural person who has worked for a contracting authority as an internal employee, with or without a hierarchical link, as a relevant official, public authority

or any other person connected in any way whatsoever with a contracting authority subsequently acts in connection with a public contract awarded by this contracting authority and where there is a link between the previous activities performed by the aforementioned person for the contracting authority and the activities in connection with the public contract.

However, the application of this provision is limited to a period of two years following the resignation of the aforementioned person or any other termination of the previous activities.

3.4.10 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 are discarded.

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 commission. 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. After completion of the negotiations, the BAFOs will be checked against the grounds for exclusion, the selection and criteria and the award criteria. The tenderer whose BAFO is the best value for money (i.e. With the best score on the basis of the award criteria mentioned below) will be appointed the contractor for this public contract.

3.4.11 Award criteria

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

- Price (40%)
 - Price per user per month (30%)
 - Price for specific support per hour (10%)
- Technical offer: SLA (40%): maximum 5 pages
 - Special attention for API;
- SLA (20%): maximum 3 pages

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

3.4.12 Awarding the public contract

The public contract is awarded to the tenderer who has submitted the regular tender that is the most economically advantageous.

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

The contracting authority can either renounce awarding the contract, either redo the procedure, if necessary, through another awarding procedure.

3.4.13 Concluding the contract

3.4.13.1 Concluding the public contract

In accordance with art. 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 selected tenderer in conformity 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.

3.4.13.2 Order procedure

- Fixed services (Item 1: Price per user per month) will be ordered per 12 months. In addition, this order will be tacitly placed whenever the contracting authority decides not to terminate the contract at the end of the first, second or third year, in accordance with point 2.5 of these Tender Specifications. These services will be invoiced monthly based on the actual number of users per month.
- The performance related to the director's fee (Item 2: Price for specific support per hour) will be ordered by e-mail. This order states the content of the request. Before carrying out performance, the contractor will provide an estimate of the number of hours to be provided for this order. Once this estimate is accepted by the contracting authority, performance can begin.

4 Specific contractual provisions

4.1 Managing official (Art. 11)

The lead official is Mr Jo Timmermans, Finance Business Partner - Global Finance Services, Enabel Brussels, email: jo.timmermans@enabel.be.

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

The managing official is responsible for following up contract execution.

The managing official is fully competent for the follow-up 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 and that remain in 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 Contracting Authority'.

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

4.2 Subcontractors (art. 12 to 15)

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

In any case, the contractor remains, for this public contract, solely liable to the contracting authority.

The service provider undertakes to having the 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 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)

Knowledge and information obtained by the contractor, including any persons responsible for the mission and any other person involved in this public contract, are strictly confidential.

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

All parties directly or indirectly involved are therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer or contractor 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, but not only, the very existence of this public contract.

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 content of this public contract, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority.

4.4 Personal data protection

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by the contractor

Where, 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, the following provisions apply.

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

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

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

4.5 Intellectual rights (art. 19 to 23)

Unless otherwise stipulated in the contract documents, the contracting authority does not acquire the intellectual property rights created, developed or used during performance of the contract.

4.6 Performance bond (Art.25 to 33)

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

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

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

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

- 1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office.
- 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;

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

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

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

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

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

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

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

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

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

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

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

The request by the contractor for the acceptance procedure to be carried out equals a request to release the whole of the performance bond.

4.7 Conformity of performance (Art. 34)

The 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

The Code of conduct applies to:

§1 Scope: The clause can be applied if the contractor cannot continue the performance of the contract due to termination (art. 61, 62 or 62/1, °2 AUR) or implementation of an ex officio measure (art. 47 AUR).

§2 Nature of amendment: Notwithstanding Article 47, §2, °3 AUR, the contracting authority may, in all the aforementioned cases, immediately award a new contract for account to the subcontractor(s) of the contractor and already involved in the performance of the contract, or to the bidder ranked second, for all or part of the contract yet to be performed, without initiating a new award procedure. This agreement shall be in the form of an addendum to the original agreement between the contracting authority and the new contractor.

§3 Conditions under which the review clause can be used:

Provided they meet the selection criteria and the exclusion criteria set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the subcontractor(s) already involved in the performance of the contract.

To this end, the contracting authority contacts the subcontractor(s) or their representative(s) and asks whether they can meet the original terms of the contract.

If the subcontractor(s) cannot comply with the original conditions, a contract may be concluded on account under amended conditions. Before concluding such an amended contract, the contracting authority shall verify whether the new terms are still more advantageous than those of the tenderer ranked second in the evaluation of tenders under the original award procedure. If this is not the case, the contracting authority shall conclude a contract for account as referred to in the second paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option referred to in the previous paragraph, an advance agreement may be concluded with the tenderer who came second in the evaluation of tenders under the original award procedure, provided that it meets the selection and exclusion criteria set out in this document.

To this end, the contracting authority shall contact the second tenderer or its representative to ask whether it agrees to maintain its tender. If the tenderer agrees without reservation, the contracting authority awards the contract and concludes the agreement.

Where the tenderer concerned does not agree to maintain the terms of its original tender, or where the modified tender does not remain the most economically advantageous tender on the basis of the evaluation of tenders under the original award procedure (after exclusion of the originally chosen tenderer), the contracting authority may:

1° or address successively the other regular bidders, in order of ranking. Also in this case, the contracting authority contacts the tenderer concerned or its representative to ask if it agrees to maintain its tender. If the tenderer agrees without reservation, the contracting authority awards the contract and closes the contract.

2° or simultaneously ask all other regular bidders to revise their bids based on the initial terms of the contract, and award and conclude the contract on the basis of the most economically advantageous bid.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria is carried out in an impartial and transparent manner, either as part of the initial award procedure or at the time of the conclusion of the contract on its behalf, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. Where appropriate, the minimum requirements for qualitative selection may be adjusted in proportion to the remaining part of the contract if the contract is concluded for account of

only part of the contract to be performed.

The contract for account will be concluded through an addendum to the initial agreement, which will be signed by the contracting authority and the new contractor. If part of the job has already been done, this appendix specifies all parts of the job that still need to be done. The amendment shall also indicate any amended terms and conditions in relation to the original contractor's original tender and in relation to the new contractor's original tender. If necessary, the appendix indicates the method for applying the initial conditions to the rest of the contract. All other conditions in the specifications (the specifications and the original tender of the original contractor or the new contractor) shall continue to apply unchanged.

If an order is closed for account, notwithstanding Section 47(3)(3) AUR, a copy of the amendment relating to the order to be closed shall be sent by electronic mail to the original contractor. If, after applying an ex officio measure (section 47 AUR), the price of the new contract concluded on behalf is higher than the price of the original contract, the original contractor shall bear the additional costs.

4.8.2 Revision of prices (Art. 38. 7

Prices are indexed annually on the anniversary of the conclusion of the public contract. To calculate the price revision, the following formula applies

Price revision = (revision coefficient (k) - 1) * share being revisioned

$k = 1 + \text{is}$

GI = health index on the day of tender opening.

gi = same index on invoicing date.

As from the second year, the contractor may submit a new price quote at the beginning of the year. The changed prices only apply after agreement of the contracting authority.

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

In that case, 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 Unforeseen circumstances

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

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

4.8.5 Taxes affecting the value of procurement

For this public contract, a price revision as referred to in Article 38/8 of the GIR, as a result of a change in taxes, is possible if the case arises in Belgium and affects the value of procurement.

Such a price revision is only possible under the following two conditions:

1. The amendment entered into force after the tenth day preceding the deadline for receipt of tenders; and
2. These taxes have not been directly or indirectly indexed in the revision formula provided for in the procurement documents in accordance with Article 38/7.

In the event of an increase in taxes, the contractor must prove that he has actually borne the claimed additional charges and that these relate to services specific to the performance of the public 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.

4.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to ask the service provider for an activity report at any time during the contract (meetings held, persons met, institutions visited, summary of results, problems encountered and problems unsolved, deviation from the schedule and deviation from the terms of reference, etc.).

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines (art. 147)

Fixed services (Item 1: Fixed services (Item 1: Price per user per month) will always be delivered for a 12-month term. The implementation deadlines relating to the director's fee (Item 2: The performance period with regard to regie costs (Item 2: Price for specific support per hour) will be determined at the time of application.

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

The services are delivered at the following address:

- Domicile or country where service provider resides.

4.11 Inspection of the services delivered (Art. 150)

If during the performance of the services deviations are observed, this will be immediately notified to the service provider by fax or e-mail and then confirmed by registered mail. The contractor is obliged to redo any services that have been performed in a non-conforming manner.

The service provider will notify the managing official of the date on which the services can be inspected by registered letter, or by electronic means which allow the date of dispatch to be ascertained with certainty.

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

The service provider bears full liability for errors and omissions in the services provided.

Moreover, the service provider guarantees the contracting authority against any claims for compensation for which he is liable towards third parties due to late performance of the public contract or due to failure of performance.

4.13 Zero tolerance Sexual exploitation and abuse

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

4.14 Means of action of the contracting authority (Art. 44-51 and 154-155)

Failure of the service provider is not only related to services themselves but also to the whole of his obligations.

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 the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, whatever their hierarchical position be.

In case of violation, the contracting authority can impose a set 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 can decide independently about the application and the amount of this fine.

This clause is without prejudice to the possible application of other administrative measures provided in the GIR, namely the unilateral termination of the public contract and/or the exclusion of public contracts of the contracting authority for a determined time.

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 the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when performance has not progressed in such a way that it can be fully completed on the due dates;

3°- as well as 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 as 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 period without the issuing of a report and they are automatically applied for the total number of days of delay.

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

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

§ 1. Where, upon expiry of the term laid down in Article 44, §2 in which to assert its defence,

the contractor has not taken action or has submitted a defence which is not considered justified by the contracting authority, the latter may resort to one of the measures taken as of right provided for in paragraph 2.

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

§ 2. The measure 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 of the contract;

2° Performance under regime 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 delivered (Art. 64-65 and 156)

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

The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.

When the contracting authority has been put in possession of the list of services performed or the invoice and all or part of the completion of the services has been established in accordance with the rules set out in the contract documents, the contracting authority proceeds with the verification and completes the formalities regarding delivery and informs the service provider of the result. Checks shall in any case be carried out within the processing period referred to in Article 160(1).

If the services are terminated before or after this date, the service provider shall notify the managing official by registered mail or by electronic transmission that similarly guarantees the exact date of dispatch and request him to proceed with acceptance.

Any payment in deduction shall be preceded by partial delivery. The last partial delivery is considered final delivery.

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

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

Enabel, Belgian development agency.

Rue haute 147

1000 Brussels

In accordance with Directive 2014/55/EU and the Royal Decree of 9 March 2022 laying down the modalities regarding the obligation of entrepreneurs in the field of electronic invoicing in public procurement, the contractor must use an electronic invoicing system.

For a contractor registered with the Crossroads Bank for Enterprises (CBE) in Belgium, it can use the Belgian portal [Mercurius](#) to receive electronic invoices according to the applicable standards and rules.

Non-Belgian contractors can use one of the certified access points on the international [Peppol](#) network. To access the list of service providers offering the use of these access points:

Only delivery that has been performed correctly may be invoiced.

The contracting authority shall verify and pay the amount due to the service provider within a processing period of 30 days from the date on which it is established that the services have been provided in full or in part. The conditions for this will be laid down in the specifications. However, payment can only be made if the contracting authority is in possession of the duly prepared invoice.

The invoice must be in EUROS.

Payments may be made in instalments (progress payments).

Notwithstanding the above and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, the contracting authority shall pay an advance of 15 per cent of the reference value.

In accordance with art. 12/5(2) of the Law of 17 June 2016, the reference value is equal to 12 times the original amount of the contract, including taxes, divided by the duration of the contract expressed in months.

The first half of the advance shall be offset against the sums due to the contractor when the value of the services performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the contractor when the value of the services performed reaches 60 per cent of the original order amount. The aforementioned amounts are understood as amounts including value-added tax.

All these amounts are including VAT.

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

Global Contract FIN & Legal
Attn. Isabel Lastra
Rue haute 147
1000 Brussels
Belgium

5 Terms of Reference

The Belgian development agency Enabel (<https://www.enabel.be>) implements the Belgian governmental cooperation policy. Digitalisation plays an important role within Enabel, and several digital solutions have been launched in recent years.

The aim of this public contract is to provide a time recording system that can be used by Enabel employees. This system must be made available as a SaaS solution.

5.1 Registration

- The software should enable a user-friendly and simple registration of hours on the following axes:
 - Project
 - Task
 - Number of hours
 - Time/date
 - User
 - Description
- It must be possible to register hours via:
 - Web interface: compatibility with different browsers (Edge, Chrome, Firefox, Safari) and platforms (Windows, macOS, Android, iOS)
 - Optional: registration via an app (Android, iOS)
 - Multilingual UI: available in Dutch, French and English
- User-friendly registration functions:
 - Registration per day and per week
 - Copying of earlier periods
 - Automatic reminders/notifications
 - Ability to import data from your Outlook calendar (and planner?)
- Management options:
 - Possibility of approval flows
 - Ability to define and add different types of tasks
 - Adding additional fields if necessary
 - Team composition of users
 - Adding and removing users
 - The option to close periods and a simple subsequent regularisation mechanism.

5.2 Reporting

- It must be possible to report on and export data:
 - The tool offers sufficient reporting options for analysing own recorded time:
 - Export to Excel
 - Selectable columns
 - Various filter options
 - External reporting: access to the full data model via REST API.

5.3 Interconnectivity

- Automatic creation and management of registration axes (such as projects and tasks) with CRUD functionality via a REST API

- Possibility to link the login to Microsoft 365 (SSO).
- Support for SSO & user provisioning
- Integration with Microsoft 365 calendars to facilitate registration.
- All data should be available via API for reporting purposes.

6 Forms

6.1 Identification forms

6.1.1 Natural person

I. PERSONAL DATA	
FAMILY NAME(S)	
FIRST NAME(S)	
DATE OF BIRTH	
DD MM YYYY	
PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE)	
TYPE OF IDENTITY DOCUMENT	
IDENTITY CARD PASSPORT DRIVING LICENCE ⁶ OTHER ⁷	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER ⁸	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION ⁹	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
II. BUSINESS DATA <div style="text-align: right; font-size: small;">If YES, please provide business data and attach copies of the official supporting documents.</div>	
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies? YES NO	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY
DATE	SIGNATURE

6.1.2 Private/public law body with legal form

OFFICIAL NAME ¹⁰			
BUSINESS NAME (if different)			
ABBREVIATION			
LEGAL FORM			
ORGANISATION		FOR PROFIT	
TYPE	NON FOR PROFIT	NGO ¹¹	YES NO
MAIN REGISTRATION NUMBER			
SECONDARY REGISTRATION NUMBER (where applicable)			
PLACE OF MAIN REGISTRATION		CITY	COUNTRY
DATE OF MAIN REGISTRATION DD MM YYYY			
VAT NUMBER			
ADDRESS OF HEAD OFFICE			
POSTCODE		P.O. BOX	CITY
COUNTRY PHONE			
E-MAIL			
DATE		STAMP	
DATE AND SIGNATURE OF THE AUTHORISED REPRESENTATIVE			

6.1.3 Public-law body¹²

OFFICIAL NAME ¹³	
PRINCIPAL SECONDARY REGISTRATION ¹⁴	
SECONDARY REGISTRATION NUMBER	
(where 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	

6.2 Tender form – Prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of Tender Specifications BXL-11635 and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

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

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing lot 1 of this public contract in accordance with the provisions of Tender Specifications ALG 288, for the following prices, given in euros and exclusive of VAT (written in figures):

Items	Type:	Unit	Estimated quantity	Unit price, excl. VAT:	Applicable VAT rate:
Price per user per month Must comprise: <ul style="list-style-type: none"> Technical support for bugs Users' assistance 	Estimated quantity	Users/month	400*48	€	%
<u>TOTAL PRICE EXCLUSIVE OF VAT:</u>				€	
<u>TOTAL PRICE INCLUDING VAT:</u>				€	

TOTAL PRICE INCLUDING VAT (written out in full):

REGIE COST: Price for specific support per hour. May comprise:

- Assistance with configuration
- Support to set up API
- To be performed in regie

Unit price, excl. VAT: euro / hour

Applicable VAT rate: %

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.

.....

6.3 List of subcontractors

Name and legal form	Address / Registered office	Subject-matter

6.4 Declaration on honour

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

- 1) The tenderer nor any of its 'directors' [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° creating 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) Enabel can prove by any appropriate means that the tenderer or one of his directors has committed a serious professional misconduct that could call into question their integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The 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 information
- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition

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

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures.
- 6) When significant or persistent failures by the tenderer were detected during the execution of an essential obligation incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

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

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

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

The tenderer or one of its directors is on the lists of persons, groups or entities subject to financial sanctions by the United Nations, the European Union and Belgium.

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

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

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

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

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

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

For Belgium:

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

Signature preceded by the handwritten statement 'Read and approved' and

by the name and position of the person signing:

.....

Place, date

6.5 Documents to be submitted – Complete list

- Identification of the tenderer (for each participant when the tender is submitted by a group of economic operators) (see 6.1)
- Tender form - Prices (see 6.2)
- List of subcontractors (see 6.3)
- Identification of the tenderer (for each participant when the tender is submitted by a group of economic operators) (see 6.1)
- All documents demanded regarding award criteria (see point 3.4.11)
 - o Technical tender (Quality/relevance (40%), with special attention for APII): maximum 5 pages
 - o SLA (20%): maximum 3 pages
- The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant when the tender is submitted by a group of economic operators)
- Details of the proposed prices, indicating for each item the different elements included in the price and the applicable VAT rate
- Possibly, any necessary documents regarding the grounds for exclusion (see section 3.5.1)
- When the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.