



Tender Specifications

Procurement contract for accommodation and logistics for PPRI Africa event in South Africa – March 2026

Negotiated Procedure without Prior Publication

BEL21003-10095

Deadline for submission of tenders:
October 23, 2025, at 10:00 a.m. (CET time)

Table of contents

2	General provisions.....	6
2.1	Derogations from the General Implementing Rules	6
2.2	Contracting authority	6
2.3	Institutional setting of Enabel	6
2.4	Rules governing the procurement contract	6
2.5	Confidentiality	7
2.6	Deontological obligations.....	7
2.7	Applicable law and competent courts.....	8
3	Subject-matter and scope of the procurement contract	9
3.1	Type of procurement contract	9
3.2	Subject-matter of the procurement contract.....	9
3.3	Lots	9
3.4	Particularities.....	9
3.4.1	Right to renounce the procedure	9
3.4.2	Right to non-exclusivity.....	9
3.5	Term of the procurement contract	9
3.6	Variants.....	10
3.7	Option.....	10
3.8	Quantity.....	10
4	Award procedure.....	11
4.1	Procedure	11
4.2	Information.....	11
4.3	Tender	11
4.3.1	Data to be included in the tender	11
4.3.2	Period the tender is valid	12
4.3.3	Method for determining the prices	12
4.3.4	Elements included in the prices	12
4.3.4.1	Taxes and other levies.....	12
4.3.5	How to submit tenders?	13
4.3.6	Selection of tenderers.....	14
4.3.6.1	Exclusion grounds	14
4.3.6.2	Additional information regarding exclusion grounds	14
4.3.7	Evaluation of the offers.....	15
4.3.7.1	Overview of the procedure.....	15

4.3.7.2	Award criteria.....	15
4.3.7.3	Final score	16
5	Special contractual provisions	17
5.1	Managing official (Art. 11).....	17
5.2	Subcontractors (Art. 12 to 15).....	17
5.3	Confidentiality (art. 18)	17
5.4	Protection of personal data.....	18
5.4.1	Processing of personal data by the contracting authority.....	18
5.4.2	Processing of personal data by a processor.....	18
5.5	Intellectual property (Art. 19 to 23)	19
5.6	Subcontractors (Art. 12 to 15).....	20
5.7	Performance bond (Art. 25 to 33)	20
5.8	Conformity of performance (Art. 34)	20
5.9	Changes to the procurement contract (Art. 37 to 38/19)	20
5.10	Zero tolerance Sexual exploitation and abuse	21
5.11	End of the procurement contract.....	21
5.11.1	Acceptance of the services performed (Art. 64-65 and 156).....	21
5.11.2	Invoicing and payment of services (Art. 66 to 72 – 160)	21
5.11.2.1	Generalities.....	21
5.11.2.2	Payment Tranches & Schedule	22
5.11.3	Advance payment	22
5.12	Litigation (Art. 73).....	23
6	Terms of Reference.....	24
6.1	GENERAL INFORMATION	24
6.2	Context	25
6.3	JUSTIFICATION.....	25
6.4	services required	26
6.5	OBJECTIVES AND EXPECTED RESULTS	26
6.6	Preliminary agenda.....	27
7	Forms.....	28
7.1	Identification forms	28
7.1.1	Private/public law body with legal form.....	28
7.1.2	Subcontractors	29
7.2	Tender Form – price.....	30
7.3	Declaration on honour – exclusion criteria	31

7.4	Overview of the documents to be submitted with the offer	2
7.5	Formal approval of the tender specifications and launch decision.....	3

2 General provisions

2.1 Derogations from the General Implementing Rules

The chapter 'Specific contractual and administrative provisions' of these Tender Specifications holds the specific administrative and contractual provisions that apply to this public contract as a complement or an elaboration of the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and concessions for public works.

2.2 Contracting authority

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

For this procurement contract, Enabel is represented by Mrs. Zaïha Arezki, Project Manager TES MAV +, and Mrs. Marie Sculier, Contract Support Manager – Global Projects, who are mandated to represent the company towards third parties.

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

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

2.4 Rules governing the procurement contract

The following regulations are notably applicable to this contract:

- The Law of June 17, 2016, concerning public procurement;
- The Law of June 17, 2013, regarding motivation, information, and remedies in the field of public procurement and certain works, supplies, and services contracts;
- The Royal Decree of April 18, 2017, regarding the award of public contracts in the classic sectors;
- The Royal Decree of January 14, 2013, establishing the general rules for the execution of public contracts.

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.

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – ‘GDPR’), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

All Belgian regulations on procurement contracts can be consulted on <https://bosa.belgium.be/fr/themes/marches-publics/reglementation>.

These policies can be consulted on Enabel’s website via <https://www.enabel.be/content/integrity-desk>:

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

2.5 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 procurement 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: [GDPR Privacy notice - Enabel - Belgian Development Agency |](#)

2.6 Deontological obligations

1.6.1. Any failure to comply with one or more deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel.

1.6.2. For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

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 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.

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

1.6.6. The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

2.7 Applicable law and competent courts

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

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

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

3 Subject-matter and scope of the procurement contract

3.1 Type of procurement contract

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

3.2 Subject-matter of the procurement contract

This service procurement contract covers PPRI Africa event in March 2026. This includes the booking of the hotel, the catering (breakfast, dinner, coffee breaks, ...), the airport transfer, the rental of a conference room, technical and communication services, local transport and social program.

The service provider is also expected to assist with efficient event arrangements, cost optimization, reduced administrative burden and minimized disruptions.

The scope and details of the required services are outlined in **Section 5** of these tender specifications.

3.3 Lots

This procurement contract is not divided into lots.

3.4 Particularities

3.4.1 Right to renounce the procedure

In accordance with Article 85 of the Law of June 17, 2016, the completion of a procedure does not imply the obligation to award a procurement contract. The contracting authority may either renounce the award of the procurement contract or redo the procedure, if necessary, using a different method, without having to pay compensation to the tenderers for any reason whatsoever.

3.4.2 Right to non-exclusivity

The conclusion of this procurement contract does not grant any exclusivity to the awardee. During the validity period of this contract, the contracting authority may have similar or analogous services to those described in the Tender Specifications performed by other service providers or by its own services. The awardee cannot claim any compensation for this.

3.5 Term of the procurement contract

The contract shall run from the first working day following the notification of the award until the acceptance of the services. The estimated duration of the assignment shall extend to cover the full period of the event, scheduled from 23 to 27 March 2026, as well as all reasonable preparatory activities prior to the commencement of the event and the necessary wrap-up, reporting and administrative activities subsequent to its conclusion.

3.6 Variants

There are neither required nor permitted variants.

Free variants are not permitted.

3.7 Option

There are neither required nor permitted options.

Free options are not permitted.

3.8 Quantity

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

The contracting authority estimates that approximately 35 people will participate to this event. This estimated quantity is given solely for indicative purposes and does not constitute a minimum or maximum commitment on the part of the contracting authority.

4 Award procedure

4.1 Procedure

In accordance with Article 42, § 1^{er}, 1^o, a), of the Law of June 17, 2016, regarding public procurement, this procurement contract is awarded through a negotiated procedure without prior publication provided that the estimated value of the services does not exceed 143,000.00 EUR excluding VAT over the entire duration of the contract.

4.2 Information

The awarding of this procurement contract is coordinated by Mr. Romain Mercenier, Procurement Officer – Global Project, and Mrs. Marie Sculier, Contract Support Manager – Global Project. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service/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.

Interested economic operators may ask questions concerning the Tender Specifications and the contract up to 5 days before the deadline for the submission of tenders. Questions must be submitted via the **"Forum" on the e-Procurement Platform**. The contracting authority will publish the answers on the forum as soon as possible. Tenderers are advised to regularly check this forum.

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 notice or Tender Specifications that are published on the e-Procurement platform.

In accordance with Article 81 of the Royal Decree of 18 April 2017, if an economic operator finds errors or omissions in the procurement documents, which make it impossible to him to establish prices or make a comparison of tenders ineffective, he will immediately report these in writing to the contracting authority. The latter is in any case notified no later than ten days before the deadline date for the submission of tenders.

4.3 Tender

4.3.1 Data to be included in the tender

The tenderer must use the tender forms provided in the annexes. If the tenderer chooses not to use these forms, they bear full responsibility for ensuring complete and exact correspondence between the documents submitted and the required forms.

The tender and the annex(es) to the tender forms shall be drawn up in French, Dutch, or English (according to the tenderer's choice).

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.

4.3.2 Period the tender is valid

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

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

4.3.3 Method for determining the 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 the unit prices are flat fee prices and the quantities are estimated. The estimated quantities do not bind the contracting authority.

Orders will be paid for on the basis of the services actually ordered and executed.

Prices are submitted in accordance with Article 32, § 3, of the Royal Decree of April 18, 2017. At the request of the contracting authority, the tenderer shall provide them, prior to the award of the contract, with all the information necessary to verify the prices offered.

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

4.3.4 Elements included in the prices

4.3.4.1 Taxes and other levies

The service provider includes in his prices any charges and taxes generally applied to services, with the exception of VAT.

VAT is recorded as a separate item in the inventory.

In the context of the present contract, it should be borne in mind that the recipient of the services is based in Belgium.

The services are therefore subject to:

- Belgian VAT for a Belgian service provider;
- VAT in the service provider's country of origin for an EU service provider;
- Without VAT for non-EU service providers (unless local legislation provides otherwise).

It should also be borne in mind that Enabel is neither subject to VAT nor identified for VAT purposes.

The service provider must include all service-related costs in their unit prices.

The following costs, in particular, must be included in the prices offered by the supplier:

- Honorary fees;
- Costs and charges related to staff or equipment necessary for the performance of the booking;
- Administrative management and secretarial services related to booking, issuing, and

- reissuing tickets;
- Transport costs (e.g. shuttle to and from the airport) and travel expenses;
- Communication costs (including internet and telecommunications) necessary for managing bookings and customer support;
- Copyright fees applicable to any materials or software used in the execution of services.

This list is merely illustrative and by no means exhaustive.




4.3.5 How to submit tenders?

Tenderers are required to complete the tender forms attached to the Tender Specifications (section 6). If they choose not to use these forms, they bear full responsibility for ensuring that the documents they submit are in perfect conformity with the required form.

The tenderer may only submit one tender only per procurement contract.

The tenderer submits his tender via the e-procurement platform <https://www.publicprocurement.be/>, which ensures compliance with the conditions of Article 14, § 7, of the Law of June 17, 2016.

To be submit an offer, tenderers shall follow the instructions below:

	Step 1: Registrations via e-Procurement Tenderers must first register as a new user . After registering as a supplier, tenderers still need to create/add your enterprise . If already registered, tenderer may log in immediately.
	Step 2: Consulting the tender publication For reconsulting the tender publication in in the BDA (Bulletin of Tenders/Bulletin of Procurement) of the e-procurement platform, follow steps explained here: Searching the BDA and Information about the tender .
	Step 3: Submit For submitting request for participation, tenderers should follow the steps detailed here: How do I submit an offer / request for participation?

Tenders must be received by the contracting authority no later than October 23, 2025, at 10:00 AM (Belgian time).

The tenderer must not individually sign the offer and its annexes at the time of their upload to the platform. In accordance with Article 42, § 3, of the Royal Decree of April 18, 2017, these documents are collectively signed either by affixing an electronic signature (simple, advanced, or qualified) or by a manual signature on the submission report. Tenderers may choose between these signature methods. Only the signature affixed on the submission report is considered valid, excluding any other document.

Additionally, tenderers must attach to their offer the articles of association, the mandate, or any other document demonstrating that the signatory of the submission report is authorized to bind the bidder vis-à-vis third parties.

For the procedure of qualified electronic signature, we invite you to consult the following link: [Entreprises - Signer votre offre/demande de participation \(service-now.com\)](#).

CAUTION

Before submitting their offer, it is advisable for tenderers to test the offer submission procedure via the e-Procurement website.

Further information can be obtained on the site <https://www.publicprocurement.be/> or by calling the e-procurement department helpdesk: +32 (0)2 740 80 00.

4.3.6 Selection of tenderers

4.3.6.1 Exclusion grounds

The mandatory and optional exclusion grounds are given in attachment to these Tender Specifications.

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

The contracting authority will verify the exactitude 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 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.

4.3.6.2 Additional information regarding exclusion grounds

The mandatory and optional grounds for exclusion are detailed in the declaration of honor related to the "Know Your Counterparty Policy." The contracting authority is required to verify the absence of grounds for exclusion based on the following documents:

- A criminal record extract in the name of the tenderer (legal entity) or its representative (natural person) if no criminal record exists for legal entities;
- A document proving that the tenderer is in compliance with social security contributions, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union;
- A document proving that the tenderer is in compliance with tax obligations, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union;
- A document proving that the tenderer is not in a state of bankruptcy, liquidation, cessation of activities, or judicial reorganization, unless the contracting authority can directly obtain the relevant information by accessing a free national database in a member state of the European Union.

These documents do not need to be attached to the offer as the declaration of honor is accepted by the contracting authority as prima facie evidence in place of these documents. The contracting authority will subsequently verify the accuracy of the information contained in this document.

However, for documents that are not accessible through a free national database in a member state of the European Union, the tenderer must be able to provide proof within 3 business days following the contracting authority's request.

Therefore, it is highly recommended that tenderers do not wait for the contracting authority's request and promptly seek the necessary documents from the competent authorities in the country where they are established. Indeed, the processing times for obtaining certain documents can be lengthy.

4.3.7 Evaluation of the offers

4.3.7.1 Overview of the procedure

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

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

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

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. The tenderer who's regular BAFO is the best value for money will be appointed the contractor for this procurement contract.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

4.3.7.2 Award criteria

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

4.3.7.2.1 First Criterion – Price (40 points)

Tenderers shall complete the tender form referred to in Section 6.2 of the tender specifications and indicate the proposed lump-sum price.

The offer with the lowest lump sum price will receive the maximum number of points.

For the other offers, this criterion will be evaluated based on the following proportionality rule:

$$B = [P(\text{lowest}) / P(\text{bid})] \times Z$$

where:

B = the number of points awarded to the bid under consideration;

P(lowest) = the amount of the lowest regular bid;

P(bid) = the amount of the bid under consideration;

Z = the weighting for the price criterion.

Prices will be compared including VAT.

4.3.7.2.2 Second criterion – Secure location and venue (20 points)

The tenderer shall provide a suitable and secure location for the accommodation and event venue, ensuring safety, accessibility, and compliance with applicable standards.

4.3.7.2.3 Third criterion – Availability of hotel dates (20 points)

The tenderer shall guarantee the availability and reservation of hotel accommodation for the required period as specified in the Terms of Reference.

4.3.7.2.4 Fourth criterion – Provision of requested services (20 points)

The tenderer which demonstrates the capacity to provide, the most complete set of services and requirements outlined in the procurement dossier.

4.3.7.3 Final score

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

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

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

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

5 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts and for public works concessions' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

5.1 Managing official (Art. 11)

The managing official is Mrs Zaiha Arezki, Project manager TESS MAV +, zaiha.arezki@enabel.be. The managing official is supported by Mrs Sofia Imad, sofia.imad@enabel.be, Pharmaceutical Expert at TESS MAV+, who serves as the deputy managing official.

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

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

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

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

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

5.2 Subcontractors (Art. 12 to 15)

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

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

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

5.3 Confidentiality (art. 18)

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

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

The tenderer is therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

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

5.4 Protection of personal data

5.4.1 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.

5.4.2 Processing of personal data by a processor

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 processor 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 processor (Article 28 §3 of the GDPR).

To this end, the tenderer must complete, sign, and submit the processing agreements provided in Forms 6.4.2 and 6.4.3.

Form 6.4.1 will be signed between the awarded contractor and the contracting authority once the contract has been awarded. At this stage, it does not need to be attached to the offer.

5.5 Intellectual property (Art. 19 to 23)

The contracting authority acquires the intellectual property rights created, developed, or used during the execution of the contract.

The contractor agrees to transfer to the contracting authority all economic rights related to copyright on all works covered by the contract (including texts, documents, graphics attached or incorporated into the contract, all preparatory works, etc.) created by them or their team. If the works are created by third parties, the contractor guarantees that they have acquired all exclusive rights and can transfer them to the contracting authority.

The costs for the transfer of these rights for all modes and forms of exploitation are fully included in the contract prices.

The service provider cannot claim any special compensation, damages, or indemnity for the use, in the context of the execution of this contract, of patents, licenses, copyrights, etc., for which it is assumed that they have taken into account the resulting costs when preparing their offer.

It is further specified that the contracting authority is in no way obliged to pay anything to a third-party holder (and/or operator) of a patent, license, etc., used for the execution of this contract. The selected service provider is solely responsible for their own execution processes, even if the requirements of this contract indirectly indicate that the use of a patent, license, etc., is necessary for the proper execution of the services covered by this special specification.

In summary, patent rights, licenses, royalties, copyrights, or miscellaneous fees are the responsibility of the contractor, who remains solely liable in the event of any claims.

5.6 Subcontractors (Art. 12 to 15)

Except with the express prior agreement of the contracting authority, the service provider may not entrust all or part of the assignment described in these Tender Specifications to a subcontractor other than the one announced in his tender.

Where all or part of the public contract services are entrusted to one or more subcontractors, the contractor remains, in all cases, solely liable to the contracting authority.

The contractor will be responsible for the management and coordination and bear the costs of their fees and all related costs.

No later than the start of performance of the contract, the contractor must provide the contracting authority with the following information: the name, contact details and legal representatives of all subcontractors, regardless of the extent to which they participate in the subcontracting chain and regardless of their place in this chain. Throughout the course of the public contract, the contractor is required to inform the contracting authority without delay of any changes to this information and of the information required for any new subcontractor who subsequently participates in these services.

A subcontractor is forbidden to subcontract the whole of the public contract entrusted to it.

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.

5.7 Performance bond (Art. 25 to 33)

For this procurement contract no performance bond is required.

5.8 Conformity of performance (Art. 34)

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

5.9 Changes to the procurement contract (Art. 37 to 38/19)

According to Articles 38 and subsequent provisions of the Royal Decree of January 14, 2013, procurement contracts cannot be modified without initiating a new procurement procedure, except in cases outlined in Articles 38/1 (additional services), 38/2 (unforeseeable circumstances involving the contracting authority), 38/3 (contractor replacement), 38/4 (minor modifications), and 38/5 and 38/6 (non-substantial modifications).

Furthermore, these Tender Specifications includes the following re-examination clauses:

1. Impositions affecting the contract amount (art. 38/8);
2. Unforeseeable circumstances detrimental to the contractor (art. 38/9);
3. Unforeseeable circumstances favourable to the contractor (art. 38/10);
4. Acts of the contracting authority and the awardee (art. 38/11);
5. Compensation for suspensions ordered by the contracting authority and incidents during the procedure (art. 38/12).

5.10 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.

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

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

5.11 End of the procurement contract

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

When the contracting authority is in possession of the list of services provided and/or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in the first clause of Article 160 of the Royal Decree of January 14, 2013.

If the services are completed before or after this date, the service provider shall notify the managing official by registered mail or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.

The acceptance specified above is final.

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

5.11.2.1 Generalities

The contracting authority shall verify and pay the amount due to the service provider within thirty days from the date on which it is established that the services (or part thereof) have been completed. Payment can only be made if the contracting authority is in possession of the duly established invoice, the list of services provided, and any other required documents (all supporting documents pertaining to airline tickets and visa fees must be included with the invoice).

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

Enabel, the Belgian development agency
To the Attention of Mrs Zaiha Arezki, Project Manager – TESS MAV +
(zaiha.arezki@enabel.be)
Rue Haute, 147
1000 Brussels
Belgium

Invoices must be denominated in **EURO**.

Only services that have been performed correctly may be invoiced.

Advance payments for airline ticket costs and visa fees may be provided; please consult Section 5.10.3, "Advance Payment," for further details.

5.11.2.2 Payment Tranches & Schedule

Below you will find a suggested timeframe. The deliverables must be approved by Enabel before the consultant can proceed to the next phases of this assignment.

For each deliverable, the contractor may claim a corresponding payment according to the instalments specified.

This payment is subject to the submission of a detailed statement of the services performed and the deliverables produced. This will result in the issuance of a partial acceptance report (procès-verbal de réception partiel).

Tranche	Deliverable	Payment %
1	Upon completion of services 1 and 2 required: venue rental, accommodation reservation, catering and airport transfer organization	50
2	Upon completion of services 3 and 4 required: technical and communication services rental, local transport and social program arrangement	50

5.11.3 Advance payment

Under Article 12/1, paragraph 2, 1° of the Law of June 17, 2016, an advance may be granted to the contractor upon request. However, the payment of the advance is conditional upon the submission of a dated written request.

The amount of the advance is 15% of the initial value of the contract, including all taxes.

The payment of the advance may be suspended if it is found that the successful tenderer is not complying with their contractual obligations or is violating the provisions of Article 7 of

the Law of June 17, 2016.

The advance granted will be deducted from the amounts owed to the successful tenderer as follows:

- The first half of the advance will be deducted from the amounts owed to the contractor when the value of the services performed reaches 30% of the initial contract value;
- The second half of the advance will be deducted from the amounts owed to the contractor when the value of the services performed reaches 60% of the initial contract value

5.12 Litigation (Art. 73)

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

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

Enabel, public-law company
Global Procurement Services
To the attention of Mrs Inge Janssens
Manager Global Procurement Services
Rue Haute, 147
1000 Brussels, Belgium

6 Terms of Reference

6.1 GENERAL INFORMATION

Subject	2026 PPRI Africa Conference
Destination	Johannesburg South Africa
Period	24/03/2026-26/03/2026
Intervention / Support services center	TESS MAV+ Output 4
Composition of the participants	<ul style="list-style-type: none"> • 2 Team members of TESS MAV+ BXLS: <ul style="list-style-type: none"> ○ Laura Moreno Reyes (TESS MAV+) ○ Marta Leone (TBC TESS MAV+) • 2 international consultants from the organising agencies <ul style="list-style-type: none"> ○ Verena Knoll ○ Katharina Habimana/Sabine Vogler • 10 to 20 invitees of African competent authorities (to confirm availabilities) • Approx. 5 local participants of SA national authorities (no travel and accommodation needed) • Max 5 local representatives of TEI MAV+ (EUD/BE/ or others e.g. GIZ) (no travel and accommodation needed) <p>Total accommodation: Max 25 Total max for room capacity: Max 35</p>
Contact person field	Dr. Nazrene Kahn (National Department of Health SA)
Project code / budget line	BEL21003_A040103 _ Promote South to South collaboration and regional harmonization BE

6.2 Context

The PPRI Africa network brings together national authorities from various African countries to create a unified platform for dialogue and collaboration among national authorities. This allows for the sharing of experience with pricing and reimbursement policies, enhancing capacity through training and workshops, and facilitating data sharing to inform policy decisions between countries facing similar challenges. Participation in the network might eventually also lead to joining the global network.

This document details the organisation of the second in person meeting of the network. All members are invited to participate in this inaugural event. The meeting invites 1 (max 2) participant from national authorities. There is also space in the program for 4 additional persons from national, continental or international health organisations (such as AUDA NEPAD/ Africa CDC / WHO) and 4 persons from organising parties for logistic purposes)

The meeting will last 3 days and include opportunities for informal exchanges such as a social dinner as well as an educational excursion that fits in the context of the program.

This meeting has the objective for the participating members to get further acquainted with each other and to follow a training program to deepen the understanding of the thematic of pricing and reimbursements. The program can include keynote speeches but would be mainly focused on tailored training sessions on pricing and reimbursement policies.

The outcome is that participants continue to actively engage in the network and that potential new members are successfully onboarded into the network.

6.3 JUSTIFICATION

To successfully organize this PPRI Africa event we need to provide accommodation and logistic support as there is no Enabel office or framework contract in place, we need a public procurement procedure.

The services required include venue reservation and equipment rental, participant accommodation and catering, local transportation, interpretation services.

6.4 services required

1. Hotel + catering + airport transfer

- Booking 14 to 24 hotel single rooms for the entire duration of the event (3 nights) with possible flexibility for early arrivals or late departures if necessary.
- Ensuring that the selected hotel is either able to host the meeting as well or well-located towards the venue where we can host the meeting. The hotel should offer essential amenities.
- Breakfast and buffet style dinner should be included.
- If the hotel can host the meeting, lunch and coffee breaks also need to be included.
- Organizing collective airport pick-ups and drop-offs for all participants based on their individual arrival and departure times.
- Providing clear guidance on meeting points and transport arrangements to ensure smooth arrival as well as departure.
- Location: Johannesburg

2. Rental of a conference room

- Securing a conference room for 2 days equipped with high-speed internet, audiovisual equipment, and hybrid meeting capabilities
 - Size of the room: for 40 participants
 - Preferred option: in the same hotel where the participants will be accommodated
- Ensuring the space is suitable for discussions, workshops, and presentations, with seating arrangements that encourage engagement and interaction.
- Coordinating with the venue catering services, including coffee breaks and meals for participants.
- Room for interpretation booth set up or available at the venue.

3. Technical and communication services

- Simultaneous interpretation services French – English and English – French for 2,5 days: 2 conference days and one-half day of excursion.
- Interpretation equipment (headphones and if needed microphones) for the conference days
- Potential for translation of online participants (tbc).
- Printing of communication (2 roll ups and 1 banners) and briefing package for participants

4. Local transport and social program

- Arranging daily transport for participants between the hotel and the event venue **if needed**
- Arranging transportation for an educational/cultural field trip
- Providing flexible transportation for any additional activities
- Ensuring that the vehicles used are reliable, safe, and suitable for group travel.

6.5 OBJECTIVES AND EXPECTED RESULTS

- | |
|--|
| <ol style="list-style-type: none">1. Efficient event arrangements: The operator will handle all event operations to ensure smooth experience for the participants.2. Cost optimization: Through professional management, the operator can secure competitive pricing and optimize budget allocation.3. Reduced administrative burden: The operator will streamline the process, allowing the project team to focus on content and strategic objectives rather than event logistics. |
|--|

4. Minimized disruptions: Professional oversight will help mitigate risks related to last-minute changes.
--

6.6 Preliminary agenda

Monday 23/03	Evening arrivals
Tuesday 24/05	Welcome Technical meeting DAY 1 Social Dinner at the meeting hotel
Wednesday 25/05	Morning: Educational Field trip to CCMDD Pretoria (tbc) with interpretation Afternoon: Cultural activity / leisure time
Thursday 26/05	Technical meeting DAY 2 Afternoon - evening: departure
Friday 27/05	Morning departure (remaining participants if needed)

7 Forms

7.1 Identification forms

7.1.1 Private/public law body with legal form

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM	
OFFICIAL NAME	
ABBREVIATION	
BUSINESS NAME (if different)	
LEGAL FORM	
ORGANISATION TYPE (FOR PROFIT OR NOT FOR PROFIT, NGO)	
MAIN REGISTRATION NUMBER /SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN REGISTRATION	
CITY COUNTRY	
DATE OF MAIN REGISTRATION:	
DD/MM/YYYY	
VAT NUMBER	
ADDRESS HEAD OFFICE	
POSTCODE, P.O. BOX	
CITY	
COUNTRY	
CONTACT PERSON	
PHONE	
EMAIL	
DATE	SIGNATURE OF AUTHORIZED REPRESENTATIVE

7.1.2 Subcontractors

Name and legal form		Address / Registered office	Subject-matter

7.2 Tender Form – price

By submitting this bid, the tenderer undertakes to fulfil this contract in accordance with the provisions of the present special specifications and explicitly declares to accept all the conditions listed in this document and to waive any possible derogatory provisions, such as their own conditions.

Description	Price Excl. VAT	VAT rate	Price Incl. VAT
Procurement contract for accommodation and logistics for PPRI Africa event in South Africa – March 2026			
Breakdown :			
Total price for hotel			
Total price for hotel + catering + airport transfer			
Total price for the rental of a conference room			
Total price for technical and communication services			
Total price for local transport and social program			

Certified true and accurate,

Done at on

7.3 Declaration on honour – exclusion criteria

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 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.

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement (or the end of the offence for 7°).

2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions**, i.e. Late payment for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
3. The tenderer is in **a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation** or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
4. The tenderer or one of his directors has committed **serious professional misconduct which calls into question their integrity**.

The following are considered serious professional misconduct, among others:

- a) https://www.enabel.be/app/uploads/2022/11/Exploitation_Abus_Sexuel_-Policy_FR.pdfA breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019:

https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-sexual-exploitation-and-abuse.pdf?_gl=1*1q2gqkt*_up*MQ..*_ga*MjEwOTEwNDY3Mi4xNzUzMjY1MDgw*_ga_9KW9PQQN9K*cZE3NTMyNjUwODAKbzEkZzEkdDE3NTMyNjUwOTIkajQ4JGwwJGgw

- b) A breach of Enabel's Policy regarding fraud and corruption risk management:

https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-fraud.pdf?_gl=1*1gzv96m*_up*MQ..*_ga*MjEwOTEwNDY3Mi4xNzUzMjY1MDgw*_ga_9KW9PQQN9K*cZE3NTMyNjUwODAKbzEkZzEkdDE3NTMyNjUwOTIkajQ4JGwwJGgw

- c) A breach of a legal regulatory provision applicable in the country of performance of the services regarding sexual harassment on the work floor;
- d) The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information;
- e) Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements, or entered into arrangements to distort competition.

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

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

Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

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

- 7. 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 – consolidated list: <https://finance.belgium.be/en/control-financial-instruments-and-institutions/compliance/financial-sanctions>

I have / we have read and understood the articles about deontology of this procurement contract (see 1.6) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

Date

Place

Signature

7.4 Overview of the documents to be submitted with the offer

1. Forms:

- a) Identification forms (Section 6.1)
- b) Tender form – price (Section 6.2)
- c) Declaration on honour – exclusion criteria (Section 6.3)
- d) The two following GDPR forms:
 - The Certificate of compliance with the technical and organisational measures under the Data Protection Regulatory Framework (Section 6.4.2)
 - Questionnaire on the compatibility of the offers with the General Data Protection Regulation (Section 6.4.3)

2. Documents allowing the analysis of the award criteria (Section 3.1.7)

Attention:

The contracting authority is required to verify the absence of exclusion grounds concerning the prospective awardee, on the basis of the following supporting documents:

- A criminal record extract in the name of the tenderer (legal entity) or its representative (natural person) if no criminal record exists for legal entities.
- A document proving that the tenderer is in compliance with social security contributions.
- A document proving that the tenderer is in compliance with tax obligations.
- A document proving that the tenderer is not in a state of bankruptcy, liquidation, cessation of activities, or judicial reorganization.

These documents do not need to be attached to the offer as the declaration of honor is accepted by the contracting authority as prima facie evidence in place of these documents.

However, for documents that are not accessible through a free national database in a member state of the European Union, the tenderer must be able to provide proof within 3 business days following the contracting authority's request. Therefore, it is highly recommended that tenderers do not wait for the contracting authority's request and promptly seek the necessary documents from the competent authorities in the country where they are established. Indeed, the processing times for obtaining certain documents can be lengthy.

7.5 Formal approval of the tender specifications and launch decision

The approval of these tender specifications constitutes the decision to launch the procedure and serves as agreement to its terms and conditions.

Done in Brussels, on 16 October 2025,

Arnaud Leclercq

Programme Manager – Global Projects

Marie Sculier

Contract Support Manager – Global Projects