



Tender Specifications n° BXL1735

Multi-participant Framework Agreement title

Procurement contract for Support to Digital for
Development for the interventions of Enabel in the
Health sector

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1 Part 1: Administrative and contractual provisions

1.1 General remarks

1.1.1 Derogations from the Royal Decree of 14.01.2013

Section 1.5 *Specific contractual and administrative conditions* of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These Tender Specifications do not derogate from Articles of the General Implementing Rules – GIR (Royal AR 14.01.2013).

1.1.2 The contracting authority

The contracting authority of this public procurement contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ‘Enabel’ pursuant to the entry into force of the Law of 23 November 2017 on the name change to Enabel and defining the missions and functioning of Enabel, the Belgian development agency.

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

For this public procurement contract Enabel is represented by Mr Jean Van Wetter, Director general.

1.1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company as well as 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.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 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;
- In the field of Human Rights: the United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation on Freedom of Association (C. n°87), on the Right to Organise and

Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

1.1.4 Rules governing the procurement contract

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

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

The following also apply to this contract:

- The Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – ‘GDPR’), and repealing Directive 95/46/EC;
- The Law of 3 December 2017 establishing the Data Protection Authority;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;
- The Law of 12 January 2007 aiming at monitoring the application of the resolutions from the world conference on women held in Beijing in September 1995 and at integrating the gender perspective into the whole of the federal policies.

1.1.5 Definitions

The following definitions apply to this procurement contract:

- The tenderer: The natural person (m/f) or legal entity that submits a tender;
- The contractor / service provider: The tenderer to whom the procurement contract is awarded;
- The contracting authority: Enabel;
- The tender: Commitment of the tenderer to perform the procurement contract under the conditions that he has submitted;
- Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;
- Procurement documents: Procurement notice and the Tender Specifications including the annexes and the documents they refer to;

- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Option: A minor and not strictly necessary element for the performance of the procurement 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 procurement contract for supplies or for services, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- BDA: Belgian Public Tender bulletin;
- OJEU: Official Journal of the European Union;;
- OECD: Organisation for Economic Cooperation and Development;
- General Implementing Rules (GIR): Rules laid down in the consolidated version of the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;
- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a procurement contract or performance of a procurement contract already concluded with the contracting authority;
- Litigation: Court action.

1.1.6 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this 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: <https://www.enabel.be/content/privacy-notice-enabel>

1.1.7 Deontological obligations

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

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.

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.

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.

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

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 his contract cancelled or to be permanently excluded.

1.1.8 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.

See also point 1.5.16 'Litigation' (Article 73 of the Royal Decree of 14.01.2013).

1.2 Subject-matter and scope of the procurement contract

1.2.1 Type of procurement contract

Public services procurement contract

1.2.2 Principal subject matter of the procurement contract

This public procurement contract is awarded following the multiple-participant framework agreement, in accordance with Article 43 of the Law of 17 June 2016.

This procurement contract only concerns the conclusion of the framework agreement for :
Support to Digital for Development for the interventions of the Belgian development agency in the health sector.

The other sectors will be the subject matter of a separate procedure.

The framework agreement establishes the terms governing procurement contracts to be awarded during the validity period of the agreement.

The framework agreement will be concluded with several participants following competition via an open procedure with one award criterion: the price.

For each procurement contract to be awarded, in accordance with Article 43, §5, 1° and 3° of the Law, the performance of the framework agreement will follow the modalities defined in point 1.4 Procedures.

For this contract, the framework agreement will be concluded with the three tenderers selected having submitted a tender that is regular and having obtained upon examination of the tenders against the award criterion the three highest final scores.

ENABEL through this framework agreement – **Health sector** is looking for several specialised service providers in support to Digital for Development for the health sector.

The procurement contract particularly aims to provide support in digitisation in the intervention sectors for which Enabel does not dispose of international technical assistance in the matter.

The countries that are firstly targeted are Guinea, Burkina Faso, Mali, Niger, Benin, Senegal for West Africa and Burundi, the Democratic Republic of the Congo, Rwanda, Uganda, Tanzania and Mozambique for East and Central Africa. This list is not exhaustive.

The procurement contract comprises 2 items:

Item 1: Intellectual services

Item 2: Acquisition of supplies - 'hardware'.

These items are pooled and form one single lot. It is not possible to tender for a limited set of items. The tenderer must submit price quotations for all items.

Performance are detailed in Part 2 "Terms of reference".

The inventory of ICT supplies is listed in Part "Hardware inventory".

1.2.3 Lots

For this procurement contract a tenderer may only submit tender for the Health sector.

A framework agreement is concluded separately per sector .

Note that each contract represents a specific sector for which a team of specialised Digital for Development experts will be sourced.

1.2.4 Duration of the framework agreement

The framework agreement begins the first calendar day following the date of the framework agreement conclusion notification and it is concluded for a period of **four years**.

Each party may, however, terminate the agreement at the end of the first, second or third year, provided the other party is notified at least 90 calendar days prior to the end of the first, second or third year of the framework agreement. In this case, the party may not claim damages based on this termination.

If the contracting authority terminates the framework agreement, it will apply for all participants and, consequently, all participants will be notified by registered mail. The parties may not claim damages based on this termination.

Where the framework agreement is terminated in application of a measure taken as of right, termination of the framework agreement is limited solely to the participant against whom the measure as of right is taken.

If one of the participants takes the initiative to terminate the framework agreement, he will be barred from participating as from the second, third or fourth year, depending on the case. Once a participant is barred as a participant, he is not taken into consideration any more for procurement arising from the framework agreement.

Within three years from the conclusion of this procurement contract and in accordance with Article 42 §1, 2 of the Law of 17 June 2016, the procurement contract can be extended to new services consisting in the repetition of similar services.

1.2.5 Variants

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

1.2.6 Quantities

The procurement contract has no minimum quantities.

Therefore, the contracting authority does not commit in any way as to quantities that will actually be ordered under this agreement. The service provider cannot use the fact that the minimum quantities were not attained as a ground for claiming compensation.

1.3 Procedure for framework agreement conclusion

1.3.1 Award procedure

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

1.3.2 Publication

1.3.2.1 Official notification

This procurement contract is officially advertised in the Belgian Public Tender bulletin and in the Official Journal of the European Union.

1.3.2.2 Further publication

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

This procurement contract is officially advertised on the OECD website.

1.3.3 Information

The awarding of this procurement contract is coordinated by Didier Pocet. 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.

Until 10 days inclusive before the final date for receipt of tenders, prospective tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing only to didier.pocet@enabel.be and they will be answered in the order received. The complete overview of questions raised and answers provided by Enabel will be posted at the latest 7 days before the deadline for the receipt of tenders.

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

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the Tender Specifications that are published in the Official Journal of the European Union and the Belgian Public Tender bulletin.

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

1.3.4 Initial tender

For the procedure in view of concluding the framework agreement, the tender is called '**initial tender**'.

1.3.4.1 Data to be included in the initial tender

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

The tenderer must use the tender forms given in Part 3.

- Form 3.1 - Details of the tenderer;
- Form 3.2 - The tender form;
- Form 3.3 - Subcontractors;
- Form 3.4 - Integrity Statement of tenderers;
- Form 3.5 - Expert's exclusiveness certificate;
- Form 3.6 - European Single Procurement Document

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

- Europass CV template :
<https://europass.cedefop.europa.eu/documents/curriculum-vitae> ;
- All documents demanded pertaining to award criteria;
- The statutes and any other document required to establish the power of attorney of the signer(s);

In case he does not use these forms, the tenderer is fully responsible for the perfect concordance between the documents he has used and the forms.

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

The following information will be included in the tender:

- The lump-sum unit price / the lump-sum unit prices in words and figures (excluding VAT)
- The VAT percentage
- The signature of the person or persons, depending on the case, who has or have a mandate for signing the tender
- The function of the person or persons, depending on the case, who signs/sign the tender
- 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.

1.3.4.2 Language

The tenderer draws up his initial tender in French or in English.

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

For procurement contracts arising from the framework agreement,

- documents to be delivered by the contractor in execution of the procurement contract are in French or English.

- All communication, in writing and speaking, pertaining to the procurement contract, addressed to the managing official is by a bilingual (French/English) representative of the contractor.
- Assigned personnel must speak French and English

1.3.4.3 Period the initial tender is valid

The tenderers are bound by their tender for a period of 180 calendar days from the tender reception deadline date.

1.3.5 The right to submit initial tenders and opening of tenders

1.3.5.1 The right and method to submit initial tenders via e-tendering

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

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

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

For more information on registration or the connection with the platform please consult the manual (in French and Dutch) given in attachment or use one of the links below:

<http://www.publicprocurement.be/fr/documents/manuel-gestion-dutilisateurs-entreprises-pdf>.

The use of the platform imposes certain technical limits to uploading documents:

- o maximum 80 MB per document (but the tenderer may split the document in two or more clearly separate files);
- o maximum 350 MB for the whole of the documents;
- o maximum 20 documents uploaded simultaneously;
- o maximum 50 documents per tender;

Documents must be in the .pdf format or equivalent.

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

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

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

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

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

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

The contracting authority draws the attention of the tenderer to the fact that submitting an initial tender by mail does not meet the conditions of Article 14 §6 and 7 of the Law of 17 June 2016.

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

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

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with point 1.3.5.1.

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

The withdrawal must be pure and simple.

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

1.3.5.3 Tender opening session

The tender opening will be closed via e-tendering application.

1.3.6 Prices

1.3.6.1 Determination of prices

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

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

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

1.3.6.2 Elements included in the price

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

The service provider will propose a day price in euros, excluding VAT. He includes the VAT rate in a separate quote (n.a. in partner countries).

The following are in particular included in the prices:

- The fees;
- The administrative management and secretariat;
- Insurance;
- Documentation pertaining to the services;

- Delivery of documents or records associated with the performance;
- Packaging (except if these remain property of the tenderer), loading, trans-shipment and intermediate unloading, transportation and insurance;
- Unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access;
- Documentation pertaining to the services;
- Assembly and taking into operation;
- Training required for operation;
- Where applicable, the measures imposed by occupational safety and worker health legislation;
- Customs and excise duties for equipment and products used;

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

The following costs must not be included in the unit prices proposed:

- **The per diems:** The per diems (daily allowances) are flat-rate payments covering all additional costs incurred for professional reasons (so not for private reasons) and linked to the assignment, such as meals, drinks, short local journeys (where applicable) and other small expenses (telephone, Internet, snacks, tips...).

Daily allowances are granted only for service delivery in partner countries. They pertain only to the effective time of the assignment, including weekend days and holidays.

The amount of the daily allowance is the one set by Belgium's FPS Foreign Affairs.

- **Accommodation allowances:** The amount of the accommodation allowance is the one set by Belgium's FPS Foreign Affairs. The paid invoice will be attached to the reimbursement request or to the invoice.

For this contract, the following costs will be borne by Enabel or reimbursed upon presentation of supporting documents. For costs that can be reimbursed upon presentation of supporting documents, agreement from Enabel prior to the engagement is always required otherwise the expense cannot be reimbursed upon presentation of supporting documents:

- **International flights:** Flight tickets for international travel from the expert's country of domicile to the country of assignment are booked by Enabel's Travel service (economy class ticket for the economically most advantageous journey).

The choice of the itinerary will be determined by the most logical combination of:

- The best acceptable itinerary;
- The cheapest applicable rate (economy class) following the rates of reference under the contracts which Enabel has concluded with airline companies;

- The travel dates requested.

Flight tickets are purchased solely from IATA airline companies.

- **Domicile-airport travel expenses:** For the journey towards and from the airport or linking railway station to the airport (Brussels-Midi, for instance), several costs can be recuperated:
 - 1) Personal means of transportation: For this specific case, the kilometre allowance applied by the federal state (annual index on 30 June) is paid for both the outward-bound and return journey for the fastest (round-trip) journey. Please, always attach a copy of the itinerary taken if you travel by your own means of transportation (using the mapping software Map24.be, for instance).

Costs incurred for parking your vehicle during the assignment are NOT reimbursed. Any parking costs for dropping off or picking up the expert are not reimbursed either; such expenses are considered to be covered by the kilometre allowance.
 - 2) Public transportation: The train fares towards the airport (or from a linking railway station towards the airport) are reimbursed upon presentation of supporting documents.
 - 3) Taxi shuttles: A taxi may be used to cover part or the whole of the itinerary (in combination with public transportation) towards and/or from the airport (or the linking railway station towards an airport). The amount per itinerary is capped at 37 euros, with a maximum of two itineraries (outward-bound and return journey per assignment). This 37-euro cap may only be exceeded when check-in (two hours prior to flight departure) and arrival times fall outside the working hours schedule of Enabel. Taxi bills and the flight ticket reservation or itinerary (or any other document confirming the departure and arrival times) must be attached to the invoice as supporting documents.
- **International train journeys:** The service provider will itself book and purchase the ticket following approval of Enabel. Costs will be reimbursed upon presentation of supporting documents (ticket and/or invoice).
- **Travel in the country where the assignment is carried out: Where applicable,** travel in the country is organised and borne by Enabel or it will be reimbursed upon presentation of supporting documents.

Mind,

- the day rate is paid for all effective working days, even if it concerns a weekend day or a holiday, in accordance with the work planning accepted which is attached to the invoice.
- For international travel days, 50% of the day rate is paid per day of travel in accordance with the mission planning which is attached to the invoice.

For this contract, where applicable, for field missions or for Brussels head office assignments, the following costs are borne by Enabel:

- Costs related to the organisation of training and/or workshops: conference room, snacks, reproduction of training materials for participants, educational equipment such as beamers, boards and flip-chart paper.

1.3.7 Selection of tenderers

1.3.7.1 Exclusion grounds and qualitative selection

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

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

The tenderer generates the ESPD via <https://ec.europa.eu/tools/esp/> and subsequently attaches it to his tender.

For more information :

https://www.publicprocurement.be/sites/default/files/documents/man_esp_d_entreprise_fr_100.pdf

1.3.7.2 Exclusion grounds

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

Conflicts of interest and revolving doors mechanism

As part of the fight against conflicts of interests, in particular in view of avoiding revolving doors mechanisms as defined in the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, the tenderer shall refrain from relying on any former (internal or external) collaborators of Enabel, within two years from his/her/their resignation, retirement or any other type of departure from Enabel, for whatever reason, directly or indirectly, for the elaboration and/or submission of its tender or any other intervention under the award procedure or for tasks to be conducted as part of the performance of this procurement contract.

The above provision does however only apply when there is a direct link between the preceding activities conducted for the contracting authority by the person(s) concerned and his/her/their activities for this procurement contract.

Any breach of this measure liable to distort the normal conditions of competition is subject to a sanction in accordance with the provisions of Article 5 of the Law of 17 June 2016 on public procurement contract and certain procurement contracts works, supplies and services. In concrete terms, this sanction, depending on the case, consists of discarding the tender or terminating the procurement contract.

1.3.7.3 Selection criteria

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

Pertaining to financial capacity:

For one of the last three years the tenderer must have achieved a turnover in activities that are directly linked to the services described in these Tender Specifications, equal to 500,000€.

He shall include in his tender a statement on the total turnover achieved over the last three years.

Pertaining to technical capacity:

1. Expert profiles:

The tenderer shall present an expert fulfilling the criteria given under 2.3 Expert profiles.

The expert proposed by the tenderer will be the one assigned to executing the public contracts arising from the framework agreement.

To evaluate the technical capacity criteria, the tenderer shall attach to his tender:

- The completed 'Expert profile' table given in Part 3 'Forms' of these Tender Specifications for the expert proposed;
- The CV of the expert proposed;
- The signed agreement of the expert to carry out the activities concerned exclusively for the tenderer;

In order to properly assess the criteria listed above, Enabel can organise a meeting with each consultant (face to face and/or skype) within Enabel. The date of such meeting will be determined in common agreement.

2. List of principal services

Health sector :

The tenderer shall attach to his tender the certificates of good performance of 5 contracts for the design, implementation or technical follow up of **health** digitisation, executed in the course of the last three years, each amounting to minimum 100,000 € excl. VAT, with minimum 3 amounting to > 100,000 €.

1.3.8 Tender examination modalities

Before awarding the procurement contract

1.3.8.1 Regularity of the tenders

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

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

The substantially irregular tenders are excluded.

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

The following irregularities are deemed substantial:

- 1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law;

- 2° failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, clause 1, 54, §2, 55, 83 and 92 of the Royal Decree on Awarding and of Article 14, insofar as they contain obligations vis-à-vis the tenderers;
- 3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;

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

1.3.8.2 Award criteria

The only award criterion set for the procedure leading to the conclusion of a framework agreement is the price:

1. Price Consultants 70 %
2. Price Equipment/hardware 30 %

The “Consultant” price score for tender Z is calculated as follows:

$$\frac{\text{Lowest global day price} \times 70}{\text{Global day price for tender Z}}$$

The “Equipment” price score for tender Z is calculated as follows:

$$\frac{\text{Lowest price} \times 30}{\text{Price for tender Z}}$$

The scores for the award criteria will be added up. The procurement contract will be awarded to the tenderer who obtains the highest final score.

1.3.9 Concluding the framework agreement

A framework agreement will be concluded lot by lot with the three (3) best-ranked tenderers, after the contracting authority has verified the exclusion grounds for these tenderers.

The framework agreement is concluded by the notification to the participant of the contracting authority's decision.

Notification is by registered mail, by fax or by any other digital means in as far, in the latter two cases, the content of the notification be confirmed within five days by registered mail.

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

The contracting authority can either decide not to conclude the framework agreement; either redo the procedure, if necessary through another award procedure.

The documents governing the framework agreement are:

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

1.4 Procedure for concluding procurement contracts arising from the framework agreement

The procurement contracts arising from the framework agreement are awarded:

- Either without competition between Economic operators (EOs) party to the framework agreement, see Point 1.4.1.
- Either with competition between Economic operators (EOs) party to the framework agreement, see Point 1.4.2.

1.4.1 Award without competition – Default procedure

1.4.1.1 Condition

Awarding without competition is used when the methodological approach for the services to be delivered are completely defined and fixed by the contracting authority and therefore no original methodological support is expected from the part of the service provider.

1.4.1.2 Procedure

The following procedure is used:

- The terms of reference, planning of service delivery and the final tender form are communicated by e-mail to the best ranked EO party to the framework agreement. The EO is invited to confirm his agreement with providing the service and to forward the availability of the expert by sending back, by e-mail and letter, the duly filled out and signed final tender form within maximum 7 calendar days. If the EO cannot provide the service for whatever reason, it will send back a crossed out and duly signed final tender form, by e-mail and letter, as quickly as possible and within 7 calendar days.
- When the 1st participant questioned has refused service delivery, the second ranked service provider will be contacted in writing with the same request. It shall answer following the same modalities and within the same deadline.
- When the participant ranked 2nd has refused service delivery, the third ranked service provider will be contacted in writing with the same request. It shall answer following the same modalities and within the same deadline.

The procurement contract is awarded to the EO that has sent the duly completed and signed final tender form which was best ranked during the procedure for concluding the framework agreement.

Award notification of the public contract is via a letter signed by the managing official of the framework contract sent by e-mail and by registered letter.

All other EOs are informed by e-mail of the result of the procedure.

1.4.2 Award with competition

1.4.2.1 Condition

Awarding with competition is used when the contracting authority expects the service provider to propose an original methodological approach of its own for service delivery. Depending on the importance and complexity of service delivery, one or several additional expert profiles may have to be proposed in addition to the methodology.

1.4.2.2 Procedure

The Terms of reference are communicated by e-mail simultaneously to all EOs party to the framework agreement along with the demand to submit a proposed methodology as well as a global price for the service.

The global price is based on the unit price of the initial tender. The unit prices proposed cannot exceed the unit prices of the initial tender.

The public contract is awarded on the basis of an evaluation of the proposals received. Evaluation takes into account the following awarding criteria:

- Technical quality : Methodology 60 %
- Price 40 %

The procurement contract is notified by registered letter signed by the contracting authority on the basis of a justified decision.

All other EOs are informed by e-mail of the result of the procedure.

1.5 Specific contractual and administrative conditions

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.

1.5.1 Definitions (Art. 2)

The following definitions apply to this procurement contract:

- **Managing official:** The official or any other person who manages and controls the performance of the procurement contract;
- **Performance bond:** Financial collateral given by the contractor to ensure he will fulfil his obligations until final and good performance of the procurement contract;
- **Acceptance:** Observation by the contracting authority that the performance by the contractor of all or part of the works, supplies or services is in compliance with good practice and with the terms and conditions of the procurement contract;
- **Progress payment:** Payment of an instalment under the procurement contract after service delivery is accepted;
- **Advance:** Payment of part of the procurement contract before service delivery is accepted;
- **Amendment:** Agreement established between the contracting parties during procurement contract performance in view of changing documents applicable to the procurement contract.

1.5.2 Correspondence with the service provider (Art. 10)

Any notifications from the contracting authority will be sent to the domicile or registered office address mentioned in the tender, unless the Tender Specifications require the service provider, after conclusion of the procurement contract, to elect domicile elsewhere.

1.5.3 Managing official (Art. 11)

The management of the framework agreements is entrusted to a managing official whose name will be communicated upon framework agreement conclusion notification.

Once the framework agreement is concluded, the managing official is the main contact point of the economic operators party to the framework agreement. Any correspondence and any questions concerning the performance of the framework agreement will be addressed to him/her.

The managing official is fully competent for the follow-up of the satisfactory performance of the framework agreements, 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. (S)he may notify the award of procurement contracts without competition (see Point 1.4.1).

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 point 1.1.2 The contracting authority.

For each procurement contract concluded arising from the framework agreement (with or without competition), the managing official will be mentioned either in the Invitation to tender or in the contract award notification..

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 (see namely, "Payments" below).

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 point 1.1.2 The contracting authority.

1.5.4 Subcontractors (Art. 12 to 15)

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

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

The service provider undertakes to have the procurement contract performed by the expert proposed in the selection dossier of the initial procedure for concluding the framework agreement. This expert may be replaced following the conditions and modalities set in the revision clause given in Point 1.5.9.4 Revision clause: replacement of the expert.

1.5.5 Confidentiality (Art. 18)

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

1.5.6 GDPR

When the contract enters into force, the contractor shall sign an agreement with the contracting authority fixing the conditions under which the contractor undertakes to process personal data on behalf of the personal data controller. This matter will be arranged by means of an amendment to the contract under the GDPR framework. This amendment will be forwarded to the contractor at the beginning of the procurement contract.

The contractor shall assist, to the extent possible, the personal data controller to respect the obligation in view of responding to requests of interested parties exercising their rights: consultation right, right to erasure ('right to oblivion') and opposition, right to limit processing, right to transfer data, right not to be subject to an automated individual decision (such as profiling).

1.5.7 Intellectual property (Art. 19 to 23)

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

1.5.8 Performance bond (Art. 25 to 33)

The performance bond is posted per procurement contract concluded following the modalities below.

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

No performance bond is required if the performance period of the procurement contract concluded does not exceed 45 calendar days or if the value of the procurement contract concluded is below 50,000 €.

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

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

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

- 1° in the case of cash, see <https://finances.belgium.be/fr/march%C3%A9-public>
- 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.

This proof must be provided as applicable 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 Deposit and Consignment Office or by a public institution with an equivalent function or

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

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and a reference to the procurement documents, as well as the name, first names and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement "lender" or "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 stipulated by regulation or by a collective binding labour agreement.

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

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

1.5.9 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.

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

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

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

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

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the procurement contract.

1.5.10.2 Adjusting the prices (Art. 38/7)

The prices are adjusted annually on the anniversary date of the framework agreement conclusion based on the harmonised index consumer prices for various goods and services. (Available on the site <https://statbel.fgov.be/en/themes/consumer-prices/harmonised-index-consumer-prices-hicp>).

The following formula is used:

$$\text{Price Index year Y} = \text{Price Initial tender} \times \frac{\text{Index year Y}}{\text{Index of reference}}$$

Index of reference = index of the month of the year of the submission of the initial tenders

Index year Y = index of the month of the index of reference for year Y

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

The contracting authority reserves the right to suspend the performance of the procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time 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 procurement contract.

1.5.10.4 Revision clause: replacement of the expert

An economic operator party to the framework agreement may propose to replace the expert provided the following conditions and modalities are respected.

The EO shall submit to the framework agreement's managing official the filled out expert profile table, the expert's CV and the agreement of the expert to work for the account of the EO concerned.

The expert proposed:

- 1) Must fulfil the minimum selection criteria requirements of the lot concerned;
- 2) May not be the expert proposed by another EO party to the framework agreement of the lot concerned.

For the change to be accepted, the new expert must fulfil the 2 conditions below.

The contracting authority maintains the right to accept or refuse the new expert proposed even if (s)he fulfils the 2 above conditions.

If the new expert is not accepted, the EO party to the framework agreement can either maintain the initial expert or the EO will be barred as a participant to the framework agreement for the lot concerned. For a request the EO may propose maximum 2 different experts.

An EO may ask for the replacement of the expert maximum 2 times in the course of the framework agreement concerned.

1.5.11 Preliminary technical acceptance (Art. 41 -42)

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

1.5.12 Performance modalities (Art. 146 et seq.)

1.5.12.1 Deadlines and terms (Art. 147)

The services must be performed within a period that will be defined in the Terms of Reference of each assignment (procurement contract arising from the framework agreement) to be performed.

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

The services will be performed at the following address:

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

1.5.12.3 Inspection of the services (Art. 150)

The services to be provided under the contract are subject to inspections aimed at establishing whether they satisfy the conditions stipulated in the procurement documents.

The contractor is bound to perform the non-complying services again.

See also 1.5.13.1 Failure of Performance and 1.5.14 Acceptance of the services performed.

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

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

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

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

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

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees 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.

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.

1.5.14.1 Failure of performance (Art. 44)

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

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

Any failure to comply with the provisions of the procurement contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail or by e-mail showing the exact date of dispatch.

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

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.

1.5.14.2 Fines for delay (Art. 46 -154)

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

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 procurement contract.

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

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

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

§2 The measures as of right are:

- 1) Unilateral termination of the procurement contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure

excludes the application of any fine for delay in performance in respect of the terminated part;

- 2) Performance under regie of all or part of the non-performed procurement contract;
- 3) Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement contract remaining to be performed.

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

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

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

The services will not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.

Acceptance is scheduled upon completion of service delivery under a same public contract (awarded with or without competition).

The contracting authority disposes of a verification term of thirty days starting on the final end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter or e-mail showing the exact date of dispatch and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

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

The payment modalities will be detailed in the documents of each procurement contract arising from the framework agreement. In function of the complexity and of the performance period of the public contract, such modalities can provide for payment in instalments ('tranches').

For each procurement contract arising from the framework agreement the contractor sends invoices (one copy only):

to the attention of the managing official indicated for the public contract that the payment request refers to:

to the address mentioned in the contract notification.

Only services that have been performed correctly may be invoiced.

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

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in EUROS.

In order for Enabel to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.

The service provider may not request advances. Payment will be made after acceptance and approval of the assignments detailed in the order form.

1.5.17 Litigation (Art. 73 of the Royal Decree of 14.01.2013)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of the framework agreements or the procurement contracts arising therefrom. 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 procurement contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

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

Enabel – Belgian development agency

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

To the attention of Ms Inge Janssens

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Belgium

2 Part 2: Terms of Reference – Health Sector

2.1 Background and justification

Enabel increasingly targets operations in fragile countries in Africa. Activities in Latin America and Asia are due to end by 2019.

The table below provides a succinct description of the projects per country and their digitisation activities.

2.2 Objective of the mission

The objective of this contract is to provide solutions in the domain of e-Health to the various health sector projects of the Belgian Development Cooperation. Beside generic aspects of designing, engineering and installing systems, specific expertise is looked for regarding:

- o The definition of needs and the proposal of digital solutions and strategic and operational planning at the sector – institutional level: development of national e-Health strategies, national e-Health development strategy etc.
- o The definition of needs and the proposal of digital solutions and strategic and operational planning at the organisational level (health training): development of ICT organisational master plan; development of implementation plan and Tender Specifications for health training
- o The definition of individual e-Health needs at the level of providers and beneficiaries, the proposal of digital solutions.
- o The development of digital strategies needed in the e-Health domain, implementation where needed and monitoring of results
- o Secure energy supply
- o Secure confidential data
- o Evaluation of and assistance to e-Health strategies and applications

The type of assistance and the level of responsibility involved will depend of the specific demands formulated in the field. These may be either ad hoc or regular assignments as well as distance (home-based) assistance.

2.3 Expected services

2.3.1 General framework

Because of the complexity of the initiatives to be realised, their state of progress, the local capacities involved in the project and the specific needs of the different initiatives, 3 types of tasks of the consulting firm are described in the following chapter. In the demand formulated in an order form which is to be issued by the Applicant project under the coordination of the managing official who operates from Brussels, various tasks will be requested to address the needs identified by the field.

Table 1: Type of tasks targeted

Type 1 Realisation of a design file at the institutional or sectoral level, at the organisational level or at the individual level

Type 2 Realisation of the implementation or a part of the implementation of an e-Health project

Type 3 Realisation of the technical monitoring and evaluation at different stages of execution

Type 4 Any other assignment in the domain, not under type 1, 2 or 3.

The content of the various types is documented under 2.3.2, 2.3.3 and 2.3.4

Considering the theoretical needs of these different projects, a minimum input of 600 person-days for the whole of the framework contract term, or 4 years, is to be considered. Unfortunately, such demand cannot be uniformly spread over the contract term. Periods of high demand may be followed by slack demand.

As a reminder, the days of international travel are not considered working days. The days of international travel must be included in the lump-sum day price mentioned in the tender form.

Regardless of the types of tasks and sub-tasks requested from the consulting firm, the project applying for service delivery shall ensure, in order to be able to fully execute its duties, that it receives in a timely manner from the partners of the project as well as from any contracting party that is directly or indirectly linked to the project activities to supply to the consulting firm all useful documents for executing these tasks.

2.3.2 Assignment of Type 1 – Realisation of a design file

A full design assignment may be demanded from the consulting firm. This may concern support to design in the start-up stage of the intervention: Design of a e-Health strategy, development, writing, production of a national e-health development plan (like Burundi's 'PNDIS'), Strategic plans, ICT Master Plans, elaborating Calls for Tenders and Tender Specifications, formulation of detailed computerisation or digitisation projects.

2.3.3 Assignment of Type 2 – Realisation of the implementation or a part of the implementation of an e-Health project

The consulting firm may be requested to perform a procurement contract or part of a procurement contract for digitisation. This can regard the development, production and delivery of software packages, the development or delivery of installations of certain parts or the whole of computer infrastructure and the functioning thereof. The assignment of Type 2 also includes training activities, on-site assistance, preventive and remedial maintenance where needed.

2.3.4 Assignment of Type 3 – Realisation of the technical monitoring and evaluation at different stages of execution

A project monitoring, evaluation or quality control assignment may be scheduled during the implementation phase. The consulting firm will then proceed to a qualitative sample review of conformity of the execution of the works against the prescriptions of the contract documents and against good practice and applicable regulations. The services required will be thoroughly explained in the Terms of Reference before each assignment of Type 3. The consulting firm will intervene in certain key stages:

- Acceptance of e-Health projects;
- Evaluation of results, relevance, efficiency and effectiveness, conformity and sustainability of e-Health projects.

- Any other service under the framework of project realisation, following the specific request of the managing official and in accordance with good practice and applicable regulations.
- The consulting firm can assist the project with provisional and final acceptances and will provide its opinion.

For each visit the consulting firm will issue a report of the visit (Technical control report) specifying what has been verified and formulating recommendations as to the rejection or approval of certain works, including its observations.

The consulting firm undertakes to transfer to the project, whilst forwarding a copy to the contracting authority, the answers to all questions of the enterprises that concern it within the required deadlines to not slow down normal progress of works.

2.3.5 Redaction of the reports

Each performance will result in a detailed report listing the weaknesses and defects identified as well as the recommendations and their follow-up. A final summary report will be delivered upon closing the complete assignment when it comprises several field assignments.

These various reports are transferred to the managing official and the project concerned; the latter is to forward these to all parties concerned, firstly the project supervisor and/or the contracting enterprise, as well as the ad hoc public administration. The reporting deadlines will be mentioned in each specific order form of each assignment.

2.3.6 Proceedings of mission

- An order form with assignment-specific Terms of Reference (ToR) is sent by the managing official;
- Response of service provider within 7 calendar days from the date of dispatch of the order form:
 - The list of the name(s) of the consultant(s) who eventually carry out the assignment from the consultants proposed in the tender. The contractor shall mention the name of the head of mission representing the consulting firm;
 - A detailed calendar proposal of the proceedings of the mission;
- The mission must start at the latest 30 calendar days from the date of dispatch of the order form and comprises:
 - Skype/briefing at Enabel's head office if needed
 - Briefing at the Enabel Representation at beginning of mission
 - Field mission
 - Writing of various reports
 - Debriefing at Enabel Project and Representation level, and subsequently at Brussels head office (with the managing official and all other persons concerned);
 - Possibility for Enabel to formulate remarks (deadlines are given in each assignment-specific order form);
 - Completion and dispatch of final summary report to Enabel in DRC (deadlines are given in the assignment-specific order form) ;

- Possible distance support after the mission on the basis of specific follow-up requests (if demanded in order form).

2.4 Team composition and experts profiles

2.4.1 Key personnel

For each order the consulting firm shall provide key personnel fulfilling the required qualifications given in the forms under section 3.7:

1. A physician, specialised in e-Health & medical IT, head of mission with at least seven (7) years of experience, specialised in digitisation in the health domain;
2. An IT engineer with at least seven (7) years of experience, specialised in digitisation in the Health domain;
3. A computer scientist with at least seven (7) years of experience, specialised in the development and digitisation in the Health domain, programming and development of mobile applications
4. A 'renewable energy' civil or industrial engineer for dossiers regarding the securing, planning, installation, control and conformity of electric installations

The head of mission shall have good knowledge and understanding of the tasks entrusted to him/her in order to specify the team's composition. The minimum key personnel listed above must be available in function of the needs specified in the methodology proposed by the tenderer. For each profile, tenderers may propose 1 to 2 persons fulfilling the required qualifications. Consequently, the team's composition may vary between assignments. However, if it concerns a set of missions that are spread over time continuity must be guaranteed.

The whole of the team shall be willing to travel frequently inside the country targeted.

All team members must have a university degree (Master) corresponding to their function, as detailed in 3.7.

2.4.2 Key domains

In addition to key experts the consulting firm is to propose partners of reference in the following domains (max. 2 per domain), which will be sourced throughout the contract term and under the conditions of the contract.

1. Academic expert with proved experience in the domain of medical IT and of digitisation in fragile situations
2. Public health expert with proved experience in the domain of information management and new development technologies in fragile situations
3. Expert in digital mapping with proved experience in the domain of health mapping and of digitisation in fragile situations
4. Health economist (or equivalent) with proved experience in universal healthcare coverage, the development of digital solutions for managing beneficiaries
5. Expert in Health Management Information Systems, with proved experience in the development of digital solutions for managing health information in fragile situations, strengthening and transfer
6. Expertise in hospital management, financial management, human resource management

3 Part 3: Forms

3.1 Identification of the tenderer

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

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

Signature(s):

3.2 Initial tender form - Prices

By submitting this tender, the tenderer commits to performing this procurement contract in conformity with the provisions of the **Tender Specifications Bxl 1735** 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 offered for participation to the framework agreement are the following, given in euros and exclusive of VAT:

	Unit	Unit price*
Physician, specialised in e-Health & medical IT, head of mission		
Fees	Person-day	€
IT engineer		
Fees	Person-day	€
Informatician		
Fees	Person-day	€
Civil engineer specialised in renewable energy		
Fees	Person-day	€
Key domains		
Fees	Person-day	
VAT percentage		%

eHealth Framework Contract				
<u>ID</u>	<u>Item description</u>	<u>New</u>	<u>Refurbished</u>	<u>Transport</u>
Tablet computers				
T1	8" Android Tablet , 1024x768, 1GB RAM, 16GB storage incl. sleeve and screenprotector			
T2	10" Android Tablet , 1280x800, 2GB RAM, 32GB storage incl. sleeve and screenprotector			

T3	11.6" Windows/Linux tablet , 1920x1080, 2GB RAM, 64GB storage, incl. keyboard, sleeve and screenprotector			
T4	5" Android Smartphone , 854x480, 1GB RAM, 8GB storage incl. sleeve and screenprotector			
T5	Solar Power tablet & smartphone charging unit (solar: 5V / 3A, battery: 20000 mAh / 5V / 4.8A)			
Servers				
	HP/Dell/Lenovo Server - TOWER			
S1	Entry Level Server , Ubuntu server, 4-core (no Atom processors), 4GB RAM, 2x500GB HDD 7200rpm RAID1/10/100			
S2	Low power Server standard , Ubuntu server, 4-core (no Atom processors), 8GB RAM, 3x500GB HDD 7200rpm RAID5, low power <= 300W			
S3	Low power Server enhanced , Ubuntu server, 8-core (no Atom processors), 32GB RAM, 3x500GB HDD 7200rpm RAID5, low power <= 300W			
	HP/Dell/Lenovo Server - RACK			
S4	Entry Level Server , Ubuntu server, 4-core (no Atom processors), 4GB RAM, 2x500GB HDD 7200rpm RAID1/10/100			
S5	Low power Server standard Ubuntu server, 4-core (no Atom processors), 8GB RAM, 3x500GB HDD 7200rpm RAID5, low power <=300W			
S6	Low power Server enhanced , Ubuntu server, 8-core (no Atom processors), 32GB RAM, 3x500GB HDD 7200rpm RAID5, low power <=300W			
Portable & desktop computers				
	Notebook PC 15" , 4GB RAM, >=160GB HDD, Ubuntu Desktop & Windows 7/10 compatible			
C1	Core 2 Duo 2.0 GHz			
C2	Core i5 2.3 GHz			

C3	Notebook ultraportable PC 13" i5, 4GB RAM, 160GB HDD, Ubuntu Desktop & Windows 7/10 compatible			
C4	Mini-PC , Intel NUC, 4-core, VESA, 2GB RAM, 32GB SSD, Ubuntu Desktop & Windows 7/10 compatible			
	Desktop PC , 4GB RAM, 250GB HDD 7200rpm, Ubuntu Desktop & Windows 7/10 compatible			
C5	>= Core 2 Duo or Celeron 2.33 GHz			
C6	>= Core i3			
C7	>= Core i5			
Monitors				
M1	17" LCD monitor			
M2	18.5" or 19" LCD monitor			
M3	22" LCD monitor			
Accessories and UPS				
A1	Keyboard + optical mouse			
A2	CCD Barcode reader (Code39 compatible)			
A3	USB3 external 500GB HDD			
A4	USB2/3 16GB memory stick			
A5	UPS 600VA			
A6	UPS 1.5 KVA			
A7	UPS 3 KVA			
A8	UPS 10 KVA			
Network				
N1	8-port gigabit ethernet switch (unmanaged)			
N2	24-port gigabit ethernet switch (unmanaged)			
N3	802.11n wireless router with 4 ports integrated switch			
N4	802.11n wireless access point			

N5	802.11n wireless repeater			
N6	USB 802.11n dongle			
Printing				
P1	Thermal ticket printer 80mm, USB interface (example type: Epson/Star TSP143)			
P2	Thermal printer paper , 80mm, per 25 rolls			
P3	A4 USB black & white laser printer (HP) minimum 600x600dpi, 12ppm			
	A4 laser printer toner			
P4	- HP 27X (C4127X/ EP-52/TN-9500) compatible toner zwart 10.000 paginas (HP Laserjet 4000)			
P5	- HP 11X (Q6511X) compatible toner zwart hoge capaciteit (HP Laserjet 2400)			

Certified true and sincere,

Signature(s):

1. Profiles of key experts

The tenderer shall complete for each expert proposed the tables below and attach to his tender the CVs of said experts. For a tenderer to be selected, the CVs of the experts must show that they meet the minimum requirements given below:

Physician, specialised in e-Health & medical IT, head of mission	Qualifications / experience	Year
University degree (Master) suiting the function or equivalent experience		
At least (7) years of relevant experience in the specific area of expertise		
At least ten (10) relevant experiences – projects implemented in the domain in developing countries with at least 5 with hardware (assignment of Type 2)		
At least 5 relevant experiences in design (assignment of Type 1)		
At least 3 experiences in monitoring and evaluation (assignment of Type 3)		
Experience in Public Procurement – domain of writing Calls for Tenders		
Fluent in English and French (writing and speaking)		
Knowledge of the environment of one or several of Enabel’s partner countries		

IT engineer	Qualifications / experience	Year of
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		performance
University degree suiting the function or equivalent experience		
At least seven (7) years of relevant experience in the specific area of expertise		
At least five (5) relevant experiences – projects implemented in the domain in developing countries (assignment of Type 2)		
At least 5 relevant experiences in design (assignment of Type 1)		
At least 3 relevant experiences in the domain of monitoring and evaluation, evaluation of e-Health projects (assignment of Type 3)		
Fluent in English and French (writing and speaking)		
Knowledge of the environment of one or several of Enabel's partner countries		

Informatician/developer	Qualifications / experience	Year
Degree suiting the function or equivalent experience		
At least five (5) years of professional experience.		
At least 3 years relevant working experience in programming in developing countries		
Fluent in English and French (writing and speaking)		
Knowledge of the environment of one or several of Enabel's partner countries		
Proved experience in the development of mobile applications (Android)		

Electrical, renewable energy engineer	Qualifications / experience	Year
University degree suiting the function or equivalent experience		
At least seven (7) years of relevant experience in the specific area of expertise		
At least five (5) relevant experiences – electrification projects implemented in the domain in developing countries (assignment of Type 2)		
At least 5 relevant experiences in design (assignment of Type 1)		
Fluent in English and French (writing and speaking)		
Knowledge of the environment of one or several of Enabel’s partner countries		

2 Profiles of key domains

Academic partner with proved experience in the domain of medical IT and of digitisation in fragile situations	
Public health expert with proved experience in the domain of information management and new development technologies in fragile situations	
Expert in digital mapping with proved experience in the domain of health mapping and of digitisation in fragile situations	
Health economist (or equivalent) with proved experience in universal healthcare coverage, the development of digital solutions for managing beneficiaries	
Expert in Health Management Information Systems, with proved experience in the development of digital solutions for managing health information in fragile situations	
Expertise in hospital management, financial management, human resource management	
Experience in capacity development and transfer by means of new technologies	

3.3 Subcontractors

Name and legal form	Address / Registered office	Subject matter

3.4 Integrity Statement for the tenderers

Concerns the tenderer:

Domicile / Registered office:

Reference no. of the public procurement contract:

To the attention Enabel,

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the procurement contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Specifications and I / we declare fully endorsing and respecting these articles.

I am / we are also aware of the fact that the personnel of Enabel are bound by the provisions of a Code of conduct, which states that: *‘In order to ensure the impartiality of personnel, staff members are not allowed to solicit, demand or receive gifts, bonuses or any other kind of benefits for themselves or third parties, whether in exercising their function or not, when said gifts, bonuses or benefits are linked to such exercising. Note, that what matters most here is not so much the enrichment resulting from accepting gifts, bonuses or benefits of all kinds, rather than the loss of impartiality, which is required from the staff member when exercising his/her function. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered’.*

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor of the procurement contract (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

- Any (public procurement) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the contractor from this and other public procurement contracts for Enabel.
- 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.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Signature (preceded by the handwritten note 'read and approved by':

including the name and function)

.....

Place, date

3.5 Expert's exclusiveness certificate

The undersigned declares that (s)he will exclusively provide services for tenderer for lot of the framework agreement Bxl 1725.

Date:.....

Handwritten original signature:

3.6 ESPD

For the qualitative selection of the tenderers, tenderers shall complete and sign the European Single Procurement Document (ESPD). This document is a document not included in these Tender Specifications.

See also point 1.3.7

3.7 Overview of the documents to be submitted

- Identification of the tenderer and annexes (see 3.1)
- ‘Expert profile’ table and annexes (see 3.5)
- Exclusiveness certificate (see 3.6)
- eESPD (see 3.7 and document in attachment to Tender Specifications)
- Documents regarding selection (see 1.3.7)
- Initial tender form – Prices and Hardware inventory (see 3.2)