



Tender documents Enabel in 20/03/2019

**Public services contract for the “Providing
Ministry of Local Government with Archiving
System” PZA 426**

Country: Palestine

Navision code: PZA 13 033 11

Table of contents

1	General point	4
1.1	Deviations from the General Implementing Rules.....	4
1.2	Contracting authority.....	4
1.3	Institutional framework of Enabel	4
1.4	Rules governing the public contract	5
1.5	Definitions.....	5
1.6	Confidentiality.....	6
1.7	Deontological obligations	6
1.8	Applicable law and competent court.....	7
2	Object and scope of the contract	8
2.1	Type of contract	8
2.2	Object and scope of the contract.....	8
2.3	Lots.....	8
2.4	Duration	8
2.5	Variants	8
2.6	Option	8
3	Procedure	9
3.1	Award procedure	9
3.2	Publication	9
3.3	Information	9
3.4	Tender	10
3.5	Submission of tenders.....	11
3.6	Amending or withdrawing tenders	12
3.7	Opening of tenders	12
3.8	Evaluation of tenders.....	12
3.9	Concluding the contract.....	15
4	Specific contractual provisions	16
4.1	Definitions (Art. 2).....	16
4.2	Correspondence with the service provider (Art. 10)	16
4.3	Contract manager (Art. 11)	16
4.4	Subcontractors (Art. 12-15)	17
4.5	Confidentiality (Art. 18)	17
4.6	Intellectual property (Art. 19-23).....	17
4.7	Performance bond (Art. 25-33).....	17
4.8	Conformity of performance (Art. 34).....	19
4.9	Unforeseen circumstances (Art. 38/9).....	19
4.10	Preliminary technical acceptance (Art. 41-42).....	19

4.11	Means of action of the contracting authority (Art. 44-51 and 154-155)	19
4.12	Performance modalities (Art. 146 and seq.)	21
4.13	General payment modalities (Art. 66-72 and 160)	22
4.14	End of the contract (Art. 64-65, 150 and 156-157)	23
4.15	Modifications to the contract (Art. 37-38 and 151)	23
4.16	Litigation (Art. 73)	23
5	Technical Specification	24
6	Forms	27
6.1	Identification form	27
6.2	Integrity statement for the tenderers	28
6.3	Declaration on access rights and exclusion criteria	29
6.4	Power of attorney	30
6.5	Incorporation certificate	30
6.6	Certification of clearance with regards to the payments of applicable taxes	30
6.7	Financial statement	31
6.8	List of the main similar services	2
6.9	Certificates of completion	2
6.10	Financial offer & tender form	2
6.11	Methodology and Work plan	3
6.12	Key experts	2
6.13	Availability of key experts	2
6.14	Subcontractors	3
6.15	Model of Proof of posting bond	4

1 General point

1.1 Deviations from the General Implementing Rules

Point 4 “Specific contractual provisions” of these tender documents includes the administrative and contractual terms that apply to this public contract as a deviation of the ‘General Implementing Rules of public contracts’ (Royal Decree of 14 January 2013) or as a complement or an elaboration thereof.

These tender documents do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-33)”).

(Mind: Deviations from Art. 10, 12, 13, 18, 25 to 30, 38/9, §§ 1-3, 38/10, §§ 1-3, 44-61, 66, 68, 70-73, 78, 79-81, 84, 86, 96, 121, 123, 151 and 154 of the General Implementing Rules must be the object of a formal justification in these tender documents)

1.2 Contracting authority

The contracting authority of this public contract is Enabel, Belgian development agency, further called “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).

Enabel, supports the developing countries in the fight against poverty on behalf of the Belgian government. In addition to this public service mission, Enabel also performs services for other national and international organisations contributing to sustainable human development. Moreover, Enabel can also perform other development cooperation missions at the request of public interest organisations, and it can develop its own activities to contribute towards realization of its objectives.

For this public contract, Enabel is represented by **Bart Uyttendaele** Resident Representative of Enabel in Palestine

1.3 Institutional framework of Enabel

The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation¹, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company² as well as the Belgian Law of 23 November 2017³ changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

The following developments are also a leitmotiv in Enabel operations: We mention 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 are important touchstones;
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003⁴, 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 Organisation⁵ on Freedom of

¹ Belgian Official Gazette of 26 march 2013

² Belgian Gazette of 30 December 1998

³ Belgian Official Gazette of 11 December 2017

⁴ Belgian Official Gazette of 18 November 2008.

⁵ <http://www.ilo.org/ilolex/english/convdisp1.htm>.

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 respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

1.4 Rules governing the public contract

This public contract shall be governed by the Belgian law, among others:

- The Law of 17 June 2016 on public procurement⁶;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts⁷;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector⁸;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts⁹;
- Circulars of the Prime Minister with regards to public contracts⁶.

1.5 Definitions

The following definitions shall be used for the purposes of this contract:

- Tenderer: The economic operator that submits a tender;
- Contractor / service provider: The tenderer to whom the contract is awarded;
- Contracting authority: Enabel, represented by the Resident Representative of Enabel in Palestine;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Tender documents: This document and its annexes and the documents it refers 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 kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;

⁶ Belgian Official Gazette of 14 July 2016.

⁷ Belgian Official Gazette of 21 June 2013.

⁸ Belgian Official Gazette of 09 May 2017.

⁹ Belgian Official Gazette of 14 February 2013.

- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- 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: an accessory element which is not strictly necessary to the performance of the contract, but which has been introduced on demand of the contracting authority or on the initiative of the tenderer;
- 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 contract or implementation of a contract already concluded with the contracting authority;
- Litigation: Court action.

1.6 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this contract and will only divulge such information to third parties after receiving the prior written consent of the other party.

They will disseminate 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 will comply therewith.

1.7 Deontological obligations

Any failure to conform with one or more of the deontological terms may lead to the exclusion of the candidate, the tenderer or the contractor from other public contracts concluded with Enabel.

For the duration of the contract, the contractor and its 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, the clarification, evaluation of tenders and applicant's comparison procedures 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 contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

Any tender will be rejected and any (public) contract will be cancelled once it appears that the contract awarding, or its performance was related to the transfer of 'extraordinary commercial expenditure'. Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due from referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal

paradise, any commission transferred to a beneficiary that is not clearly identified or to a company that obviously merely serves as a façade.

The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on the 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.

1.8 Applicable law and competent court

The public contract must be performed and interpreted according to Belgian law. The parties commit to sincerely perform their engagements to ensure the good performance of this contract. In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter. See also point 4.16 “Litigation (Art. 73)”.

2 Object and scope of the contract

2.1 Type of contract

Public contract for services.

2.2 Object and scope of the contract

This public services contract consists of “Providing Ministry of Local Government with Archiving System PZA 427, in conformity with the conditions of these tender documents.

The Ministry of Local Government currently uses archiving systems, those systems had limited features and not supporting new technology and functionality after the development company stopped improving and enhancing the system. According to these MOLG looking to implement a new Archiving System and tools, comprehensive and up-to-date archiving system.

The new Archiving system will be used in all of MOLG offices and directorates and by almost all of the employees of the Ministry. The system must fulfil and serve all traditional archiving issues (store electronic documents of all types, search documents, categorize documents, view documents, numbering and indexing documents, etc) in addition to be used also as a correspondence system without any extra hardware and to be capable to handle business processes.

The required system is wanted to be off-the-shelf product, not to be tailored from scratch. The procurement of the system will include mainly but not limited to “all required licenses, implementation, training, data migration from legacy systems, three years free maintenance period”.

2.3 Lots

This contract is a contract with one lot.

A tender for part of a lot is inadmissible.

2.4 Duration

The contract starts upon award notification and expires at the final acceptance (see point 4.12.1 “Implementation period (Art. 147)”).

The contract begins upon award notification for a period time of implementation four months (4 Months) (see also point 5 “Technical Specification”).

2.5 Variants

(Art. 56 of the Law of 17 June 2016)

Each tenderer submits only one tender. Variants are forbidden.

2.6 Option

Options Are not permitted

3 Procedure

3.1 Award procedure

This contract is awarded in accordance with Art. 42, § 1, 1° a) of the Law of 17 June 2016 pursuant to a negotiated procedure without publication.

3.2 Publication

These tender documents are published on the Enabel website (www.enabel.be).

The contract notice is published in - Al Quds Newspaper

3.3 Information

The awarding of this contract is coordinated by Enabel in Palestine procurement unit. Throughout this procedure, all contacts between the contracting authority and the (possible) tenderers about the present contract will exclusively pass through this service / this person. (Possible) tenderers are prohibited to contact the contracting authority any other way with regards to this contract, unless otherwise stipulated in these tender documents.

At the latest 7 calendar days before the final date for receipt of tenders, tenderers may ask questions about the tender documents and the contract in accordance with Art. 64 of the Law of 17 June 2016. Questions shall be addressed in writing to:

Mr. Olivier DONNET/ International Technical Advisor / Olivier.donnet@enabel.be

Ms. Tharwat Alshami / Project Coordinator / Tharwat.alshami@enabel.be

Address: **Belgian Development Agency – Enable - Al Amal Tower, Mecca Street,**

Floor: # 4

City: Al Bireh

Country: West Bank / Palestine

Telephone: 0097 2-242 11 38,

Facsimile number: 0097 2-242 11 38

They shall be answered in the order received. The complete overview of questions asked shall be available as of at the latest 7 calendar days before the final date for receipt of tenders at the address mentioned above. Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

In order to submit a tender in due form, the interested tenderers can obtain / consult the following documents at the above-mentioned address:

- Technical Specification

To be able to submit a tender in full knowledge of the facts, the contracting authority organises **information meeting** for tenderers on Sunday - March **31, 2019 at 10:00 am** at the following address:

Ministry of Local Government

City: Al Bireh

Country: West Bank / Palestine

The certification delivered by the contracting authority on that occasion must be joined to the tender. Participation is optional.

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the tender documents that are sent to him by electronic mail.

To do so, when tenderers have downloaded the tender documents, they are requested to contact the above-mentioned persons, to provide him/her with their contact details and to be informed of possible changes or additional information. Tenderers who have downloaded the tender documents are also advised to consult Enabel website (www.enabel.be).

The tenderer is required to report immediately any gap, error or omission in the tender documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Tender

See art. 36-41 of the Law of 17 June 2016, and art. 51-57, 77-79, 83-85 and 94 of the Royal Decree of 18 April 2017.

3.4.1 Data to be included in the tender

The tender of the tenderer will consist of the physically separate sections mentioned below (see point 6 “Forms”):

- The identification form;
- The power of attorney;
- The integrity statement for the tenderers;
- The access right and qualitative selection documents;
- The financial offer & tender form;
- The technical offer.

The tenderer is strongly advised to use the tender forms in annexe (see point 6 “Forms”). When not using this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions.

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

3.4.2 Price determination

All prices shall be given in EUR (euros) and rounded off to two figures after the decimal point. Prices given are exclusive of VAT.

this contract is a lump-sum price contract, i.e. the global price is an all-in price which covers all the works/supplies/services concerned by the contract. The all-in price will, if necessary, be calculated

on the basis of a breakdown of the lump-sum price. In the latter case, an all-in price will be given for each separate item in the itemised breakdown. The total price will be calculated by adding together the various all-in prices for all such items.

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

3.4.3 Elements included in the price

(Art. 32 § 3 of the Royal Decree of 18 April 2017)

Except for VAT, the lump-sum price includes all costs, taxes, duties and contributions of any kind, and namely:

Fees, the per diems, accommodation costs, international travel costs, insurance costs, security costs, visa costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and costs for any possible intellectual property rights.

In case the contract is extended, the prices mentioned in the contract apply.

3.4.4 Period of validity

Tenderers will be bound by their tenders for a period of 90 calendar days from the deadline for the submission of tenders.

3.5 Submission of tenders

The tender will be drawn up in 3 copies, one copy of which will mention “original” and two copies of which will mention “copy”. One copy may be submitted in one or more PDF files on a CD-ROM. Without prejudice to any variants, each tenderer may only submit one tender per contract.

The tender and all accompanying documents have to be numbered and signed (original hand-written signature) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The signed and dated original and “copies” will be sent in a sealed enveloped mentioning: “**TENDER**”, the tender documents number (**PZA 426**) and the Navision code (**PZA 13 033 11**).

The tender must be received **before Thursday 11/04/2019 at 01.00 PM**. It must be sent to:

Address: **Belgian Development Agency – Enable - Al Amal Tower, Mecca Street,**

Floor: # 4

City: Al Bireh

Country: West Bank / Palestine

Telephone: 0097 2-242 11 38,

Facsimile number: 0097 2-242 11 38

a) Either by mail (standard mail or registered mail): In this case, the sealed envelope is put in a second closed envelope. The delivery record makes proof of compliance with the time-limit for receipt.

b) or hand delivered directly to the contracting authority against a signed and dated receipt: In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

Offices can be reached on working days during office hours: from 8:00 AM to 04:00 PM. (All times are in the time zone of the country of the Contracting Authority Palestine time).

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

3.6 Amending or withdrawing tenders

Article 43 and 85 of the Royal Decree of 18 April 2017

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his/her representative. The object and the scope of the changes must be described in detail. Any withdrawal shall be unconditional.

The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

3.7 Opening of tenders

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point 3.5 "Submission of tenders". The tenders shall be opened behind closed doors.

The attention of the tenderers is drawn to the fact that they have to allow delegates of the contracting authority to visit their installations under the framework of the analysis of the tenders by the contracting authority.

3.8 Evaluation of tenders

The tenderers' attention is drawn to Art. 52 of the Law of 17 June 2016 (Prior participation of tenderers) and Art. 51 of the Royal Decree of 18 April 2017 (Conflicts of Interest - Tourniquet).

Any infringement of these measures which may be likely to distort the normal conditions of competition is punishable in accordance with the provisions of Art. 5 of the Law of 17 June 2016 on public procurement. In practice, this penalty consists, as the case may be, either of rejecting the offer or of terminating the contract.

Art. 59 to 74 of the Royal Decree of 18 April 2017

3.8.1 Access rights and selection criteria

Access rights

Art. 61 and seq. of the Royal Decree of 18 April 2017 and 67 and seq. of the Law of 17 June 2016

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in point 6.3 "Declaration on access rights and exclusion criteria".

The tenderer will provide the required supporting document(s) with regard to the exclusion criteria mentioned under point 6 “Forms” to the contracting authority at the latest upon contract awarding.

Pursuant to section 70 of the Law of 17 June 2016, any tenderer who is in one of the situations referred to in sections 67 or 69 of the Law of 17 June 2016 may provide evidence to show that the actions taken by him are sufficient to demonstrate his reliability despite the existence of a relevant ground for exclusion. If this evidence is considered sufficient by the contracting authority, the tenderer concerned is not excluded from the award procedure.

The contracting authority may also check whether there are grounds for exclusion for subcontractor(s) within the meaning of Articles 67 to 69 of the Law of Law of 17 June 2016.

Selection criteria

Art. 67 and seq. of the Royal Decree of 18 April 2017

Before the contracting authority can start investigating the regularity of the tenders and evaluating them on the basis of the award criterion/criteria, tenderers that do not meet certain minimum quality conditions shall be excluded from the procedure and their tender shall not be evaluated.

In view of the qualitative selection of tenderers and in conformity with Art. 67 to 74 of the Royal Decree of 18 April 2017, for this contract the tenderer must add to his tender documents a selection file with the information requested in point 6 “Forms” with regards to his economic and financial capacity as well as his technical capacity.

A tenderer may, if necessary and for a specific contract, submit the capacities of other entities, whatever the legal nature of the relations existing between himself and these entities. In that case, he must prove to the contracting authority that, for the performance of the contract, he shall have the necessary resources by presenting the commitment of these entities to make such resources available to the service provider. Under the same conditions, a group of candidates or of tenderers can submit the capacities of the group’s participants or those of other entities.

3.8.2 Regularity of tenders

Art. 75 and seq. of the Royal Decree of 18 April 2017

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

Tenders that have reservations about the tender documents, that are incomplete, unclear or ambiguous, or that contain elements that do not correspond to reality, may be rejected from the procedure.

3.8.3 Negotiations

Art. 90 and seq. of the Royal Decree of 18 April 2017 (for NPWithoutP)

The formally and materially regular tenders shall be evaluated as to content by an evaluation commission. This evaluation shall be conducted on the basis of the award criteria mentioned below.

The contracting authority may decide to conduct negotiations with the most advantageous tenderers. After these negotiations, the tenderers can submit a best and final offer.

The tenderer whose tender is regular and the most advantageous on the basis of the award criteria mentioned below shall be designated the successful tenderer for this contract.

3.8.4 Award criteria

Art. 81 of the Law of 17 June 2016

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

Technical Evaluation criteria 60%

Price 40%

Technical Evaluation criteria:

- Methodology and Workplan: 40 %;

The tenderer proposes a methodology (understanding of The Technical Specification, and work plan & timetable of activities) based on the instructions given in the Technical Specification They are subject to evaluation according to the following sub-criteria:

1.	Understanding of the Technical Specification (based on the compliance sheet / Comply / Not Comply)	30 points
2.	Training work plan & Methodology	5 points
3.	Installation Work plan & Methodology	5 points

- Qualification and experience of key experts proposed: 20 %;

The key experts are those whose involvement is instrumental to achieve the contract objectives. See point 5 “The Technical Specification” and they are subject to evaluation.

1.	<p>Team Qualification assigned for this Service;</p> <ul style="list-style-type: none"> - The company has to submit details of his established local support organization, including but not limited to number of engineers/ technicians, qualifications, and proposed support scheme. - The company has to submit CV's of key personnel who will be assigned to this project and their role in the project should the contract be awarded - The CV's shall include details of professional experience including experience with previous similar system implementations, at least 3 years of experience in archiving and DMS development and implementations. 	20 points
----	---	-----------

For each of the above-mentioned criteria, only tenders with average scores of at least 70 points qualify for the financial evaluation.

- Price: 40 %;

With regards to the ‘price’ criterion, the following formula will be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 40\%$$

3.8.5 Awarding the public contract

Art. 77 and seq. of the Royal Decree of 18 April 2017 (for DNPWithP) & Art. 90 and seq. of the Royal Decree of 18 April 2017 (for NPWithoutP)

The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender on the basis of the criteria mentioned above. We need to point out though,

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

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

3.9 Concluding the contract

Pursuant to Art. 95 (NPWithoutP) of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderer of the approval of his tender. Notification is by registered letter, by fax or by any other electronic means in as far, in the latter two cases, the content of the notification be confirmed within five calendar days by registered letter.

So, the full contract agreement consists of a public contract awarded by Enabel to the chosen tenderer in accordance with the following documents, in the order of precedence:

- the registered letter of notification of the award decision,
- these tender documents and the annexes,
- if any, minutes of the information session
- the tender and all its annexes,
- any later documents that are accepted and signed by both parties.

4 Specific contractual provisions

This chapter contains the specific contractual provisions that apply to this public contract as a deviation of the 'General Implementing Rules of public contracts' of the Royal Decree of 14 January 2013, or as a complement or an elaboration thereof. The numbering of the articles below (in parenthesis) follows the numbering of the General Implementing Rules articles. Unless indicated, the relevant provisions of the General Implementing Rules shall apply in full.

These tender documents do not derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)").

4.1 Definitions (Art. 2)

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

4.2 Correspondence with the service provider (Art. 10)

Notifications by the contracting authority are addressed to the domicile or to the registered office mentioned in the tender, except if the tender documents require the service provider to elect domicile elsewhere after conclusion of the contract.

4.3 Contract manager (Art. 11)

The contract manager is Mr. Olivier DONNET, International Technical Advisor, Tel 02 2421138., olivier.donnet@enabel.be.

Once the contract is concluded, the contract manager is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the contract shall be addressed to him/her, unless explicitly mentioned otherwise in these tender documents (see namely, "Payment" below).

The contract manager is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services and signing acceptance and failure report(s) with the full coordination with MoLG.

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

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

4.4 Subcontractors (Art. 12-15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not release him of his responsibility towards the contracting authority. The latter does not recognize any contractual relation with these third parties.

The contractor remains, in any case, the only person liable towards the contracting authority. The contractor commits to having the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned, or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

4.5 Confidentiality (Art. 18)

The tenderer commits to not advertising about this contract without the preliminary written agreement of the contracting authority. He may, however, mention this contract as a reference in the context of a public contract, provided that he is true in the presentation of the status (e.g. ‘in performance’) and in as far that the contracting authority has not withdrawn this permission for cause of poor performance of the contract.

4.6 Intellectual property (Art. 19-23)

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

Without prejudice to paragraph 1 and unless otherwise stipulated in the contract documents, when the object of the contract consists of the creation, manufacture or the development of drawings and models or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

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

When the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the contract documents.

4.7 Performance bond (Art. 25-33)

For this public contract, performance bond is required.

4.7.1 Provision of a bond

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

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 collective performance bond. The performance bond may also take the form of a guarantee (see “Model of Proof of posting bond”) issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions, or by an insurance company meeting the requirements of the law relating to the control of insurance companies and approved for insurance branch 15 (bonds).

As a deviation from Art. 26, the performance bond may be:

- posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.
- constituted by a one-off deduction from payment of the first invoice as payments will be made in instalments.

These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

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

1. in the case of cash, by transfer of the amount to the bpost account number of the Caisse des Dépôts et Consignations [bpost bank account n° BE58 6792 0040 9979 (IBAN), PCHQBEBB (BIC)] or an equivalent public body (hereinafter referred to as “public body fulfilling a similar function”);
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 collective performance bond, through the depositing, by a company lawfully practising this profession, of a joint and several performance bond with the Caisse des Dépôts et Consignations or a public body fulfilling a similar function;
4. in the case of a surety, by the written 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 Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or
2. a debit notice issued by the credit institution or the insurance company; or
3. the deposit acknowledgement issued by the government cashier or public body fulfilling a similar function; or
4. the original of the joint and several performance bond stamped by the Caisse des Dépôts et Consignations or a public body fulfilling a similar function; or
5. the original of the written undertaking issued by the credit institution or the insurance company granting a surety.

These documents, signed by the depositor, must state for whom the performance bond has been constituted, its precise allocation through a brief statement of the purpose of the contract and the reference number of the contract documents, together with the name, first name and full address of the successful tenderer and, if applicable, of the third party making the deposit, with the words "lender" or "representative" as applicable.

The period of 30 calendar days specified above shall be suspended during the period of closure of the successful tenderer's business during paid annual holidays and the days off in lieu stipulated by regulation or by a compulsory collective labour agreement.

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

4.7.2 Failure to post the performance bond (Art. 29)

When the contractor fails to prove that the performance bond has been posted within 30 calendar days, he will be set in default by registered mail. This notification will be considered as a 'failure report' as mentioned in art. 44, § 2 of the General Implementing Rules (see below).

When, after notification of this failure by registered letter, the contractor has still failed to produce proof that the performance bond has been posted within a further period of 15 calendar days dating from the date of dispatch of the registered letter, the contracting authority may:

- 1° Post the performance bond itself by deduction from amounts due under the contract in question; in this case, the penalty shall be fixed at a flat rate of 2% of the initial amount of the contract; or
- 2° Apply the measures taken as of right. In any event, termination of the contract for this reason shall preclude the application of penalties or fines for delay.

4.7.3 Release of the Bond (Art. 33)

At the request of the contractor, the bond will be released after final acceptance of the contract.

4.8 Conformity of performance (Art. 34)

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

4.9 Unforeseen circumstances (Art. 38/9)

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

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

4.10 Preliminary technical acceptance (Art. 41-42)

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

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

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

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

In case of violation, the contracting authority can impose a set fine to the contractor 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 successful tenderer hoped to obtain by offering the advantage to the employee. The contracting authority can decide independently about the application and the amount of this fine.

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

4.11.1 Failure of performance (Art. 44)

The contractor is considered to be in failure of performance of the contract:

- When services are not performed in accordance with the conditions defined by the contract documents;
- At any time, when the performance is not conducted in such a way that it can be fully completed at the dates set;
- When the successful tenderer does not follow written orders, which are given in due form by the contracting authority.

Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, shall be recorded in a 'failure report', a copy of which shall be sent immediately to the successful tenderer by registered letter.

The contractor shall repair the deficiencies without any delay. He can assert his right of defence by registered letter addressed to the contracting authority within fifteen calendar days from the date of dispatch of the 'failure report'. His silence is considered, after this period, as an acknowledgement of the facts recorded.

Any deficiencies found on his part render the contractor liable for one or more of the measures provided for in Art. 45 to 49 and 154 and 155.

4.11.2 Fines for delay (Art. 46-154)

Fines for delay are not related to penalties provided under Art. 45. They shall be due, without the need for notice, simply by the expiry of the performance period without the issuing of a report, and they shall be automatically applied for the total number of days of delay.

Notwithstanding the application of fines for delay, the contractor shall continue to guarantee the contracting authority against any claims for compensation for which it may be liable to third parties due to the delay in performance of the contract.

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

§ 1 When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the contracting authority, the latter 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 expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§ 2 The measures as of right are:

1° Unilateral termination of the contract. In this case the entire bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part of the contract;

2° Performance under own management of all or part of the non-performed contract;

3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

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

4.12 Performance modalities (Art. 146 and seq.)

4.12.1 Implementation period (Art. 147)

The services must be performed within 120 calendar days from the day following the date of dispatch of the contract award notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

The services shall be performed within a period that is to be expressed in calendar days, which the tenderer shall mention in his tender. This period starts as from the day following the date on which the service provider received the contract award notification letter. Since the performance period is an award criterion, not including it in the tender shall bring about the substantial irregularity of the tender. All days are indistinguishably included in the period.

Place where the services shall be performed (Art. 149)

The installation of the services shall be performed at the following address:

Ministry of Local Government

City: Al Bireh

Country: West Bank / Palestine

The training will be conducted at MoLG in Ramallah and the 11 directorates in Palestine / West Bank (see point 5 – Technical Specification).

4.12.2 Evaluation of the services performed

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

When the services have been performed, the quality and conformity of the services shall be evaluated. A report of this evaluation shall be drawn up. The original copy of this report will be sent to the contractor. Any services that have not been performed correctly or in conformity shall be started again.

4.12.3 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 shall guarantee the contracting authority against any claims for compensation for which he is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.13 General payment modalities (Art. 66-72 and 160)

The amount owed to the contractor must be paid within 30 calendar days with effect from the expiry of the verification period (see point 4.14.1 “Acceptance of the services performed”), and provided that the contracting authority possesses, at the same time, the duly established invoice.

The contractor shall send one copy of the invoice with a copy of the contract acceptance report to the following address:

Ms. Tharwat Alshami
Project Coordinator

Address: **Belgian Development Agency – Enable - Al Amal Tower, Mecca Street,**

Floor: # 4

City: Al Bireh

Country: West Bank / Palestine

Telephone: 0097 2-242 11 38,

Facsimile number: 0097 2-242 11 38

The invoice will mention:

- **“Enabel/ Local Government Reform Development Program/ phase II**
- the name of the contract: **“Providing Ministry of local Government with Archiving System”**;
- the reference of the tender documents: **“PZA 426”**;
- the Navision code: **“PZA 130 33 11”**;
- the name of the contract manager: **“Mr Olivier DONNET**

The invoice shall be in Euros.

In order for Enabel to obtain the VAT exemption and customs clearance documents in Palestine as quickly as possible, the tenderer has to provide the valid source of deduction and all ad hoc documents shall be transmitted as soon as possible.

Payment shall be made in instalments (progress payment) as follows:

N°	After approval of:	% payment
1.	First Payment – Installation set up and Data Migration	20%
2.	Second Payment – Completion of the training as specified in the Technical Specification	40%
3.	Third and Final Payment – the acceptance of the final report including submitting the licenced required and the Maintenance agreement (see point 5 – Technical specifications)	40%

4.14 End of the contract (Art. 64-65, 150 and 156-157)

A representative of the contracting authority shall closely follow up the contract during performance (see point 4.3 “Contract manager (Art. 11)”).

4.14.1 Acceptance of the services performed

The services shall be only accepted after fulfilling requirements and after technical acceptance(s).

Provisional / final acceptance(s) shall be provided upon completion of performance of the services as mentioned in the Technical Specification (see also point 4.13 “General payment modalities (Art. 66-72 and 160)”).

Upon expiration of the thirty-day period 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 shall be drawn up.

Where the services are completed before or after this date, it shall be the responsibility of the service provider to notify the contract manager by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty calendar days after the date of receipt of the service provider’s request, an acceptance or a refusal of acceptance report shall be drawn up, depending on the case.

4.15 Modifications to the contract (Art. 37-38 and 151)

The contracting authority has the right to change the initial tender unilaterally, if the following conditions are respected:

- 1° the scope of the contract remains unaltered;
- 2° the modification is limited to 10 % of the initial awarded amount.

The essential terms and conditions can only be modified with reasons, to be mentioned in an amendment.

4.16 Litigation (Art. 73)

This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. 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 competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

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

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

Enabel, Public-law Company with social purposes
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Mrs Inge Janssens
Rue Haute 147, 1000 Brussels, Belgium.

5 Technical Specification

Introduction:

The Ministry of Local Government currently uses archiving systems, those systems had limited features and not supporting new technology and functionality after the development company stopped improving and enhancing the system. According to these MOLG looking to implement a new Archiving System and tools, comprehensive and up-to-date archiving system.

The new Archiving system will be used in all of MOLG offices and directorates and by almost all of the employees of the Ministry. The system must fulfill and serve all traditional archiving issues (store electronic documents of all types, search documents, categorize documents, view documents, numbering and indexing documents, etc) in addition to be used also as a correspondence system without any extra hardware and to be capable to handle business processes.

The required system is wanted to be off-the-shelf product, not to be tailored from scratch. The procurement of the system will include mainly but not limited to “all required licenses, implementation, training, data migration from legacy systems, three years free maintenance period”.

Functional Requirements & Specifications:

- 1) The system interface must be fully bilingual (Arabic/English) in the entire system end-user interfaces, including trees, toolbars, menus, and system messages;
- 2) The system interface must be user friendly;
- 3) Simple registration process for Diwan-In & Diwan-Out;
- 4) Ability of automatic numbering and indexing (could be more than one type of indexing to help MoLG in searching and retrieving the documents from the system) of Incoming and Outgoing Diwan (for HQ Diwan, and for each district office Diwan,);
- 5) Electronic Stamp for Letters in and Out (including all related items like: sequential number, year, reference number. Date, logo, . etc);
- 6) Diwan In and Diwan Out can directly process the scanner, fax,e- mail;
- 7) Ability to generate outgoing letters from MS-Word templates;
- 8) Powerful Dynamic Reporting ability (mainly operational and statistical reports);
- 9) Ability to define business workflow, associated with certain document type and ability to design forms for internal business processes and the workflow for them (The system admin will define / create the workflow. Handling the required workflow “associated with certain document type”)is supposed to be simple);
- 10) Powerful messaging system that works as a correspondence system (no extra hardware is required);
- 11) Ability to categorize and classify to unlimited number of levels all of the followings (document types, messages, organizations, organizational structure and any other related aspects);
- 12) Can archive messages and all types of documents and files (ex: MS office documents, images, maps, AutoCAD, pdf, tiff,etc);
- 13) Rich Search: including (simple Text search (Arabic / English), standard Boolean search, search documents associated with specific business process);
- 14) Image processing & Editing (Rotation, Zoom, Crop, .. etc);
- 15) Ability to track messages;
- 16) Tracking & versioning of documents upon editing and commenting on original documents;
- 17) Retrieving previous versions of edited documents;
- 18) The system must prevent the destruction or deletion of folders, records and associated metadata at all times, except when authorized to do so by the System Administrator or the creator;

- 19) Controlling and regulating when out-of-date documents can be deleted (currently there is no documents classification, and documents out of date definitions);
- 20) Sending/ Forwarding any incoming correspondence to any department(s) or individual(s) and get receipt confirmation;
- 21) Archiving hard copies of correspondence and keep it in an appropriate place according to the classification of files and subjects used by the archive;
- 22) All documents must be encrypted and can't be viewed from outside of the system;
- 23) Encrypted Passwords;
- 24) Fax management and multiple fax lines management;
- 25) Fax server's integration and handling (Note: the work volume depends on the office using the fax "either HQ or which directorate office", usually varies from 0 up to 100);
- 26) All users' activities must be registered into log files;
- 27) Generate log files reports through the system directly to authorized users;
- 28) Prevent unauthorized access to the system;
- 29) Users and groups roles and privileges;
- 30) Restrict access to certain documents;
- 31) Monitoring who is viewing documents and when;
- 32) Ability to handle and accommodate Digital Signatures (to be applied once the digital signatures implemented in Palestine).

Technical Specifications:

- 1) The required system must have a web interface. The more functionalities in the web interface the more the system will be preferable. Full web-based systems are highly considered as an advantage;
- 2) Works with all popular browsers (Chrome, IE, Firefox, .. etc);
- 3) Supports e-mail systems;
- 4) Runs under MS Windows & .net platform;
- 5) SharePoint solutions are not desirable;
- 6) Scanning tools support all TWAIN & ISIS scanners;
- 7) Efficient Backup & Restoration handling of the system;
- 8) The system must be compatible with a wide variety of scanners.

Other Requirements:

1. Data Migration

- The contractor should have the experience and capacity into data migration from other systems (DACS) to the new system;
- Migrate and embed all data from legacy used systems (mainly: 1- DACS, 2- Incoming and outgoing mail Archiving System)
- Test the migrated data with the MOLG staff to ensure that the data migration process successes

2. System licensing

- Licensed SQL server 2016 database standard edition.
- Licensed Unlimited number of users of the system for all MOLG offices and staff
- License must be permanent and not restricted by time (not per year).

3. Maintenance and warranty

- Three years free maintenance period starting from go live and the final acceptance from MOLG;
- After the three years free maintenance period, the vendor is committed to sign and provide support and maintenance for the whole system for a maximum yearly value of 10 % of the total price of the financial offer;

- Any new version or new release of the system must be delivered and implemented free as part of the maintenance issues and aspects

4. Training

- Perform end user training for all MOLG staff (approximately 250 end users will participate). End user training sessions are required to be conducted in each governorate office (2- Offices for MOLG-HQ, and 11- governorates (Districts) offices).
- Perform administrator training for selected staff.

6 Forms

6.1 Identification form

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	
National Social Security Office registration number	
Company number	
Represented by the undersigned (Surname, first name and function)	
Contact person (telephone number, e-mail address)	
If different: Project manager (telephone number, e-mail address)	
Account number for payments Financial institution Under the name of	

Done in, on

Signature:

Name:

.....

6.2 Integrity statement for the tenderers

By submitting this tender, the tenderer declares on honour the following (cf. Art. 52 and seq. of the Law of 17 June 2016):

- Neither members of administration or staff members, or any person or legal person the tenderer has concluded an agreement with in view of performing the 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 firms, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- He has read and understood the articles about deontology and anti-corruption included in the tender documents and declares going along completely and respecting these articles.

He is also aware of the fact that the personnel of Enabel are tied to the provisions of an ethical code, which states that: “In order to ensure the impartiality of personnel, they 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 that exercising. Privately, staff members do not accept any financial or other bonus, gift or benefit for services rendered”.

If above-mentioned contract is awarded to the tenderer, he declares, 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 contract, it is strictly forbidden to the contractor of the contract (i.e. members of administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical position.
- 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 conform with one or more of the deontological terms may lead to the exclusion of the contractor from this contract and from other contracts for Enabel.
- The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any 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.

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

6.3 Declaration on access rights and exclusion criteria

By submitting this tender, the tenderer declares on honour the following (cf. Art. 67-70 of the Law of 17 June 2016 and 61-64 of the Royal Decree of 18 April 2017):

He has not been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity:

1° **Participation in a criminal organisation** as defined in Art. 324bis of the Criminal Code or in Art. 2 of Council Framework Decision 2008/841/JAI of 24 October 2008 on the fight against crime;

2° **Corruption**, as defined by Art. 246 and 250 of the Criminal Code or Art. 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of the Member States of the European Union or Art. 2.1 of the Council Framework Decision 2003/568/JAI of 22 July 2003 on the fight against corruption in the private sector;

3° **Fraud** within the meaning of Art. 1 of the Convention on the protection of the European Communities' financial interests, approved by the Law of 17 February 2002;

4° **Terrorist offenses** or offenses related to terrorist activities, as defined in Art. 137 of the Criminal Code, Art. 1 or 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on the fight against terrorism, or inciting, aiding or abetting an offence as referred to in Art. 4 of that Framework Decision;

5° **Money laundering or terrorist financing** as defined in Art. 5 of the Act of 11 January 1993 on preventing use of the financial system for purposes of money laundering and terrorist financing, or in Art. 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing;

6° **Child labour and other forms of trafficking in human beings** as defined in Art. 433quinquies of the Criminal Code or Art. 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA;

7° **Occupation of third-country nationals who are unlawfully staying** within the meaning of Art. 35/7 of the Act of 12 April 1965 on the protection of workers' remuneration or within the meaning of the Act of 30 April 1999 on the occupation of Foreign Workers

He has paid his **social security contributions** in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 62 of the Royal Decree of 18 April 2017);

He is in order with his obligation pertaining to the **payment of his taxes** in accordance with Belgian legislation or the legislation of the country where he has his registered office (cf. Art. 63 of the Royal Decree of 18 April 2017);

Non-compliance with the above-mentioned conventions shall be considered a serious mistake in professional duties within the meaning of the Law of 17 June 2016. In witness whereof he has established this declaration on honour which he declares true and sincere for all legal intents and purposes.

Name and first name:

Duly authorised to sign this tender on behalf of:

Date: Signature:

6.4 Power of attorney

The tenderer shall include in his tender the **power of attorney empowering the person signing the tender** on behalf of the company, joint venture or consortium.

In case of a **consortium** or a **temporary association**, the joint tender must specify the role of each member of the tendering party. A group leader must be designated, and the power of attorney must be completed accordingly.

6.5 Incorporation certificate

The tenderer shall include in his tender the **incorporation certificate**¹⁰ from the competent authority.

6.6 Certification of clearance with regards to the payments of applicable taxes

The tenderer must provide a **recent certification**¹⁰ (up to 1 year) from the competent authority stating that the tender is **in order with the payment of applicable taxes** that apply by law in the country of establishment.

¹⁰ In case of a consortium or a temporary association, the certificate must be submitted for all members of the tendering party.

6.7 Financial statement

The tenderer must have achieved a total turnover for each of the last three years of at least 200,000 euros.

The tenderer must complete the following table of financial data based on his annual accounts.

Financial data	Year- 2 €	Year- 1 €	Last year €	Average €
Annual turnover, excluding this public contract ¹¹				
Current Assets ¹²				
Current Liabilities ¹³				

The tenderer must also provide his **approved financial statements for the last three financial years** or a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.

¹¹ Last accounting year for which the entity's accounts have been closed.

¹² The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

¹³ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

6.8 List of the main similar services

The tenderer must provide in his offer the list of the **main similar services (min. 3) in the last three years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those services. The minimum total amount of services during the last 3 years must exceed or equal 200,000 euros.

Description of the main similar services performed	Amount involved	Relevant dates in the last 3 years	Name of the public or private bodies

6.9 Certificates of completion

For each of the projects listed, the tenderer must provide in his offer the certificates of completion (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.

6.10 Financial offer & tender form

Do NOT change the “Financial offer & tender form”. Reservations are not permitted.

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his own (sales) conditions. He commits to executing this public contract for the following lump-sum prices, in EUR and exclusive of VAT (written in figures):

	Unit	Unit price*	Quantity	Total exc. VAT*
Archiving System (See point 5- Technical Specifications)				
	System (lot)		One	
System Installation and data migration				
Mission	Man Day		30	
Training (See Point 5 - Technical Specifications)				
Mission	Man Day		17	
VAT percentage (if applicable)			Global price (excl. VAT)	€

This contract is subjected to Palestinian Authority withholding tax.

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

6.11 Methodology and Work plan

the tenderer must propose in his offer a methodology (understanding of Technical Specifications, timetable of activities and statement of availability) based on the specifications given in the Technical Specifications.

Understanding of Technical Specifications / (based on the compliance sheet / Comply / Not Comply): Any comments on the Technical Specifications for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Opinion on the key issues related to the achievement of the contract objectives and expected results. An explanation of the risks and assumptions affecting the execution of the contract.

1. **Installation and Training Work plan & Methodology of implementation:**

Outline the plan for the training implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the contracting authority and taking into account travel time). The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Technical Specifications. The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.

The tenderer that applies to this tender must present a demo – upon request- of their product and proposal. The demo must show how the product and proposal fulfils the requirements.

Please note that the “understanding of Technical Specifications” and “the methodology should not exceed 15 pages. Do not repeat/copy the Technical Specifications.

6.12 Key experts

The tenderer must complete the **table hereunder**. He must provide in his offer the **CV's of the key experts proposed** for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested. Each CV should be no longer than 3 pages.

Name of expert	Proposed position	Years of relevant experience	Educational background	Specialist areas of knowledge

6.13 Availability of key experts

By submitting this tender, the tenderer explicitly declares that the following key experts are available for the whole period scheduled for his/her input to implement the tasks set out in the Technical Specification and/or in the methodology¹⁴. Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority¹⁵.

Key experts	From	To
Name:		
Name:		
Name:		
Name:		

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date:

Signature:

¹⁴ Any expert working on another contract, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates / period included by a key expert in his/her statement of availability must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

¹⁵ In case of replacement, the expert's qualifications and experience must be at least as high as those of the expert proposed in the tender.

6.14 Subcontractors

Name and legal form	Address / Registered office	Object

6.15 Model of Proof of posting bond

Bank X

Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of

X € (X euros)

for the Belgian Development Agency (Enabel)

for the obligations of X, address for the contract:

“X, tender documents Enabel < X” (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance bond shall be released in accordance with the provisions of the tender documents Enabel < and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference: Enabel < PZA X.

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank.

The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X

Signature:

Name:

.....