

BESTEK NR.APM2016-009

OPEN OFFERTEAANVRAAG
VOOR:

Dataregistratie van het Afrikaans herbarium beheerd door het
Agentschap Plantentuin Meise

TENDER NO. APM2016-009

OPEN INVITATION TO TENDER
FOR:

Data capture of the African Herbarium managed by
Agentschap Plantentuin Meise (Botanic Garden Meise)

A. GENERAL DEFINITIONS

1. Object and nature of the contract

The present contract comprises the data entry and delivery of a minimum of 300,000 herbarium sheet's label data from the African Herbarium, managed by the Botanic Garden Meise as part of an ongoing project.

This contract is a service contract per definition of Art. 3 of the Act on public procurement and certain contracts for works, supplies and services from 15 June 2006.

2. Duration of the contract

The contractor will start the contract within a period of twelve (12) weeks after the awarding of the contract or by the latest on 31 January 2017, and be at full capacity within forty (40) weeks.

An extension of the duration of the contract is not foreseen.

The execution of the services foreseen in this proposal must be completed within the period prescribed in this specification, viz. 31 January 2018.

3. Contracting authority – Additional information

The contracting authority is *Agentschap Plantentuin Meise* (hereafter referred to as APM), represented by Mr. Steven Dessen, Administrator-General, Nieuwelaan 38, 1860 Meise. Mr. Steven Dessen's authority of representation has been approved by the Board of Directors.

All correspondence w.r.t. this contract must be sent to the above address, as well as any writ for the contracting authority. Irrespective if it concerns the service of a subpoena, court order,

transfer of debt or any other writ. The same address also applies to registered letters where a claim is transferred or a surety is given.

Additional explanations regarding the procedure may be requested from Mrs. Nathalie Verdickt (phone no.: +32(0)2.260.09.65, email: budget@plantentuinmeise.be).

Additional information regarding the contents of the contract may be requested from the project manager, Sofie De Smedt, (Tel. +32(0)2.260.09.20, Email: sofie.desmedt@plantentuinmeise.be).

4. Lead Service – senior official

The lead service is the contracting authority. Only the contracting authority is authorized to monitor and supervise the execution of the contract.

The leading official (an employee of the contracting authority) will be designated with the awarding of the contract. The limits of his authority will then be stipulated by the contracting authority.

5. Tendering right and opening of the tenders

Each tenderer may only submit one tender. Any participant in a consortium without legal personality is considered to be a tenderer.

In accordance with Article 52, § 2 of the Royal Decree of 15 July 2011, the contracting authority does not accept electronic submissions of tenders. The tender may only be submitted on paper.

When submitting the proposal on paper, the tender must keep in mind the requirements of Article 90 of the Royal Decree 15 July 2011.

The tender must be submitted in a sealed envelope on which the following is mentioned:

- Tender Number: APM2016-009;
- Date and Time of the final tender submission;
- The word 'offerte' in the top left corner.

The tender may only be submitted on paper, by letter (registered post is recommended), sent to or personally delivered to the contracting authority at the following address:

Agentschap Plantentuin Meise
t.a.v. Mevr. Nathalie Verdickt
Nieuwelaan 38
1860 Meise
België

If sent by post, the sealed envelope must be inserted into a second sealed envelope on which 'offerte' is clearly marked. If sent by a carrier service, the carrier deliver the tender to the person listed above.

Tenders must be in the possession of the contracting authority at the latest by the opening of tenders on **at 9:00 am, 2 August 2016**. The opening of tenders will take place in public meeting at the Agency Botanic Garden Meise, herbarium building, conference room 4th floor, Nieuwelaan 38, 1860 Meise.

Planning:

	Data
Latest submission of tenders	August, 2 2016 before 9 am
Opening of tenders	August 2, 2016 at 9 am
Start of project	latest 31 January 2017
Completion of project	latest 31 January 2018

6. Description of the services to be provided

The service provider for the 'Data capture of the African Herbarium " must be able to:

- **Filing name** as found on herbarium covers must **be captured**, using APM supplied lookup table and JPG files. The label data delivered by the tenderer must have a 1 to 1 correspondance with the JPG files supplied by APM. Each herbarium cover has a JPG image whose name matches the barcode on the cover herbarium;
- **Minimal label data** (collector, collector number, phytogeographical region (if present), and country) of the herbarium specimens must be captured, from APM provided JPG files and a data file containing the (filing name) and barcode of the herbarium specimens (See Appendix 1 for a description and breakdown of the fields, and Annex 2 label variation);
- **Additional label information** (date, locality, altitude and geographical coordinates) of the herbarium specimens must be captured, from APM submitted JPG files and a data file (See Appendix 1 for a description and breakdown of the fields, and Annex 2 label variation);
- **Implementation of an adequate internal quality control** on transcribed label information. This should be described in detail in the implementation plan (see 11.4.);
- **Deliver a file** (TAB delimited without quotation marks) containing the recorded label data of each image.

The service provider must take into account the following considerations in the implementation of the contract, they should:

- APM will provide the necessary JPG files to the service provide via LTO6 tape by preference.
- Follow the guidelines described in the data entry protocol when entering label data. These guidelines will be drawn up by APM in consultation with the tenderer after the contract has been awarded.
- Be prepared to handle exceptions as described in the data entry protocol. These guidelines will be drawn up by APM in consultation with the tenderer after the contract has been awarded.
- Minimize the risk of errors by using the look-up tables provided by APM for countries and collector names.
- Will make use of APM expertise when questions arise during the data capture process.
- Be willing to let their staff undergo training by APM experts to ensure optimal preparation. The training will last a minimum of 3 days.
- Accept that APM, through regular sampling (ISO 2859), checks whether the delivered data files meets requirements (See Annex 5 for a description of the quality control to be done by APM).
- Immediately contact the APM project manager if deviations and exceptions are encountered that are not described in the data entry protocol.

The table below summarizes the minimum and maximum number of specimens that need to be transcribed for the “Data capture of the African Herbarium”.

	Minimum	Maximum
Specimen filing name	20 000	50 000
Minimal label information	300 000	550 000
Additional label information	300 000	800 000

Appendix 1 contains additional information concerning the description and breakdown of the fields, while Annex 2 contains examples of the labels which are highly variable.

7. Documents that apply to the contract

Legislation

- Act of 15 June, 2006 – Government contracts and certain contracts for works, deliveries and services;
- Act of 17 June 2013 – Law regarding the motivation, information and legal remedies regarding government contracts and certain contracts for works, deliveries and services;
- Royal Decree of 15 July 2011 – Royal Decree regarding awarding of government contracts in classic sectors;
- The Royal Decree of 14 January 2013 – Royal Decree regarding the definition of the general rules of execution of government contracts and the concessions for public works;

For more details concerning these regulations: <http://overheid.vlaanderen.be/regelgeving-overheidsopdrachten> (only available in Dutch)

8. Tenders

8.1. Information required with the tender

The attention of the tenderers is drawn to Article 8 of the Act of 15 June, 2006 and Article 64 of the Royal Decree of 15 July, 2011, related to inconsistencies.

De Dutch version of the tender specifications is the only legally binding source of interpretation. The English translation is only informative and is not legally binding in anyway. The tender and the appendices included with the tender form may be entered in Dutch or English.

The tenderer must clearly indicate in his tender which information is confidential and/or related to technical or commercial secrets and can therefore not be published by the contracting authority.

Tenders must be submitted in triplicate.

The following information must be included in the tender:

- Identity information of the tenderer.
- Proof of representation authorization of the signatory of the tender.
- In case of a consortium: all relevant information about all members: including but not limited to the company number and legal personality.
- Proof that the applicant is not in a state of exclusion. You can find details regarding the documents in the applicable legislation, the main elements of which have been copied under 11.1.
- Proof with respect to the financial capacity of the tenderer under 11.2.a (Annex 4)
- References as described under 11.2.b
- An implementation plan for the establishment and setting up of the service “Data capture of the African Herbarium” as described under 11.4.

- Tender Form (Annex3) with:
 - the total price for the minimum quantity written in full and in numbers (excluding and including VAT);
 - the VAT rate and the VAT amount;
 - the unit price per captured filing name (from the herbarium covers);
 - the unit price per minimal data for specimen label information;
 - the unit price per captured additional data;
 - the full registration number of the tenderer for the *Kruispuntbank van Ondernemingen* (for Belgian tenderers) or the VAT number for European tenderers.

8.2. Duration of obligation (art.57 Royal Decree *placement*)

The tenderers remain obligated by their tender for a period of 120 days, starting from the day after the last date provided in these specifications for submission of the tenders.

9. Rates

9.1. General

All rates mentioned in the tender form must be expressed in Euros.

This is a contract at pricelist, which means that only the unit prices are fixed.

The contractor is expected to have included all possible costs related to the services in his unit price, excluding VAT. A detailed overview in the form of a pricelist must be included in an appendix.

The tenderer must state in his offer the VAT rate and amount.

In application of Article 21, § 2, of the Royal Decree of 15 July 2011, the contracting authority may carry out any verifications of the accounting documents and any inspections on the premises, in order to check the accuracy of the information provided in the context of the price study.

If awarded for more than the minimum amount specified in point 6, the supplier will charge the additional work for specimen cover / imported label with minimum data / additional data at the same unit.

9.2. Price revision

For this contract, a price revision is only applicable for the fluctuations of the wages and social contributions of the employees of the supplier and of the raw materials incorporated into the delivered goods. This price revision is applicable both for less and more and may be implemented at the initiative of the contracting authority or the supplier. If there is a request for price revision, it will only be declared admissible if the supporting documents from the authorized paritair comité of the supplier (a joint committee formed by representatives of employers and employees in a certain sector, responsible for making collective labour contracts), or from a similar organisation for foreign tenderers, have been added to the application for price revision. With respect to the raw materials, the official reference indexes, or in case of absence, a copy of the invoices from the manufacturer of the raw materials must be added to the tender. Only one price revision may be applied per year (at every anniversary of the closing of the contract).

The following formula is applied for the calculation of the price revision:

$$P = P_0 * \left[0,5 * \frac{s}{S} + 0,5 * \frac{m}{M} + 0,20 (= F) \right]$$

The lowercase letters relate to the information on the application date of the price revision. The uppercase letters relate to information valid 10 days before opening of the tenders.

P = revised price;

P₀ = tender price;

s and S = salary costs (including social contributions);

m and M = price of raw materials;

F = non-revisable portion which includes the fixed costs and profits.

The price revision may only be applied if implementation of the increase or decrease of the price, as a result of the application or request for a price revision, is at least 3% of the price stated in the tender (for the first price revision) or of the last accepted or imposed revised price (as from the second price revision).

10. Services: Liability of the service provider

The service provider shall bear the full liability for any errors and/or problems due to negligence that may arise in provisions of the services.

In addition, the service provider indemnifies the contracting authority from any damages owed to third parties based on a delay in provision of the services or based on continuing default on the part of the service provider.

11. Access right, qualitative selection criteria, award criteria & procedure

11.1. Access right

By submitting a tender, the tenderer declares that he does not fall within the exclusions described in Article 20 §1/1 of the Act of 15 June 2006 and Articles 61 of the Royal Decree of 15 July 2011. The contracting authority will check the correctness of the declaration of “word of honour” by the tenderer who is eligible for appointment of the contract.

Information or documents that the contracting authority can request free of charge through electronic means from the relevant authorities, will be requested by the contracting authority.

This provision is individually applied to the participants who have submitted together without having legal personality.

The following documents must be enclosed with the tender:

- For the Belgian tenderer: an extract from the judicial record that is not older than 6 months from the date of submission;
- The Belgian tenderer that hires personnel that is subject to the social security legislation of another member state of the European Union: a certificate issued by the competent authority that confirms that he has complied with the regulations regarding payment of contributions to social security in accordance with the legal definitions of the country where he resides, according to the invoice drawn up at the latest deadline for receipt of the tender, on that date;
- For the foreign tenderer: all the certificates and extracts or equivalent documents mentioned in the articles above, issued by the country involved: RSZ certificate (social security), certificate regarding fiscal debts, extract from the judicial record, certificate of non-bankruptcy, etc. If a document or certificate is not issued in the country of provenance or is not conclusive for all grounds for exclusion, a declaration under oath may be enclosed as a replacement, or if this is not provided, an official statement by the interested party before a judicial or administrative authority, notary or authorised professional organization in the country of origin or provenance.
- The Belgian tenderer who has a contribution debt to the RSZ of more than 3,000 Euros in the sense of Article 62, § 1 Royal Decree *Placement*, or an overdue fiscal debt of more than 3,000 Euros in the sense of Article 63, § 2 Royal Decree *Placement*: any information that shows that the tenderer has one or more debt claims from a contracting authority or government agency, in the sense of these articles;

Non-discrimination:

In accordance with the Belgian government contract regulations, the contracting authority has, in every phase of the award procedure, the option to exclude the tenderer, who, by final court decision, has been convicted of a criminal offense that has adversely affected his professional integrity.

Non-compliance with criminally punishable environmental and social legislation may be considered to be a crime that adversely affects the professional integrity. This may be used as grounds for exclusion as soon as this is established by the court or upon arrest, regardless of the position of the procedure. The following is included as social legislation:

- Decree of 10 July 2008 establishing a framework for the Flemish equal opportunities and diversity policy; Act of 10 May 2007, to combat certain forms of discrimination, the Act of 10 May 2007 to change the Act of 30 July 1981, for the punishment of certain acts by racism or xenophobia and Act of 10 May 2007 to combat discrimination between women and men;
- Act of 4 August 1996 regarding the well-being of employees in the execution of their work, specifically Chapter Va, regarding violence, harassment and sexual harassment at work.

11.2. Qualitative selection criteria

a) Selection criteria regarding the financial and economic capacity of the tenderer

The tenderer must have sufficient financial capacity. A bank statement, in the format of Annex 3, Royal Decree *Placement* (see Annex 4), should be included in the tender.

b) Selection criteria related to the technical competence of the tenderer

The tenderer must have at least two relevant references for work delivered during the past three years.

The tenderer must enclose with his tender a list of the most important works he has delivered during the past three years, including the cost price, the date and the public or private entities for they were delivered to. The deliveries must be shown by certificates issued or co-signed by the contracting authority or in the case of deliveries for a private client, by certificates from the client or in their absence simply by a declaration from the supplier.

11.3. Reliance on the capacities of other entities (Article 74 of the Royal Decree of 15 July 2011)

The tenderer may rely on the capacity of sub-contractors or other entities. In this case, the tenderer must enclose the required documents with his tender, which show these sub-contractors' obligation to make resources available to the tenderer for the execution of the contract.

The service provider is obligated to use the sub-contractors he has listed in his tender. The hiring of other sub-contractors requires the consent of the contracting authority.

Sub-contractors or entities may not be subject to exclusion as defined in Article 61 of the Royal Decree of 15 July 2011.

The documents mentioned in 11.1 must also be enclosed with the tender for these subcontractors or entities.

There should be clear in the tender which part of the contract the tenderer intends to subcontract to third parties, including identity and details of the subcontractors.

The contractor is solely responsible for the execution of the contract and guarantees that the subcontractor will not impede in the project's management, logistics, quality control or any aspect of the project.

The main contractor is solely responsible in communicating with APM.

11.4. Award criteria

The following award criteria will be applied only to tenders that meet the qualitative selection criteria (see points 11.1-11.3 above). Tenders which substantially deviate from these requirements will be excluded.

APM reserves the right to not award the contract. The tenders will be assessed according to the following criteria and assigned weighted percentages accordingly. The assessment will be done by a panel of experts from APM.

The contracting authority may ask tenders for further explanation if required, which may lead to changes to the tender.

List of award criteria

1. Total cost for the tender "Data capture of the African Herbarium", including unit price per filing name captured as well as label information for both the minimal data and additional data. (50% of the total score)

Score tenderer i = (lowest price quotation / price tenderer i) x50%

2. The extent to which the proposed implementation plan is well organised, understandable, comprehensive and clearly defined, and that the proposed timing and workflow can be attained. (45% of the total score)

Detail the implementation plan for the setup and operation of the service "Data capture of the African Herbarium" where the following items are addressed:

Management:

- a description of the scope, and everything that does not fall within the scope;
- a description of the critical success factors;
- a description of the proposed project structure, roles and responsibilities of both you and the provider of the APM;
- a statement of the expected use of APM staff;
- a description of the database and computer infrastructure you will use;
- a description of how you will capture and deliver the data;
- a description of your flexibility with respect to collaboration, and how you deal with more / less work.

Content:

- software used for inputting the label data;
- risks and exceptions;
- data size / power;
- setup procedure, test phase included;
- quality control procedure;
- transfer of images and data from supplier to APM;
- prevision of a backup;
- an indication of how many people will be working on average;
- the use of a tracking system to ensure all image label data is captured and that data quality problems can be easily retrieved;
- in what structure will the data be delivered to ensure incorporation into APM's own database system.

Planning:

- an indication of timing, phasing, turnaround and milestones; data delivery rate (divided into batches).

- **0% of the maximum for the criterion:** very low quality of the implementation plan. The implementation plan offers no or very few answers of basic quality to the questions.
- **25% of the maximum for the criterion:** low quality of the implementation plan. The implementation plan offers a few answers of basic quality, but not for the majority of the questions.
- **50% of the maximum for the criterion:** the implementation plan is of mediocre quality. It provides a qualitative answer to many of the questions, but not to all.
- **60% of the maximum for the criterion:** the implementation plan is of good quality. Most of the answers are of basic quality and a number of answers are of a more than basic quality.
- **70% of the maximum for the criterion:** the implementation plan is of very good quality. The answers are of basic quality for nearly all questions and in many cases offer an answer of more than basic quality.
- **80% of the maximum for the criterion:** high quality implementation plan. Basic quality of answers for all questions is met and in most cases exceeded. Several items of the implementation plan offer extra value.
- **90% of the maximum for the criterion:** very high quality implementation plan. Basic quality of answers met for all questions and exceeded nearly every time. The implementation plan offers extra value on many items.
- **100% of the maximum for the criterion:** excellent quality. The basic quality of the answers is exceeded for all questions. The implementation plan clearly offers extra value all around.

3. Quality of the tender. (5% of the Total)

For the evaluation of this qualitative award criterion, scoring parameters with accompanying weighting percentages will be used, as follows:

- **0% of the maximum for the criterion:** very low quality tender. The tender offers no or very few answers of basic quality to the questions.
- **25% of the maximum for the criterion:** low quality tender. The tender offers a few answers of basic quality, but not for the majority of the questions.
- **50% of the maximum for the criterion:** the tender is of mediocre quality. It provides a qualitative answer to many of the questions, but not to all.
- **60% of the maximum for the criterion:** the tender is of good quality. Most of the answers are of basic quality and a number of answers are of a more than basic quality.
- **70% of the maximum for the criterion:** the tender is of very good quality. The answers are of basic quality for nearly all questions and in many cases offer an answer of more than basic quality.
- **80% of the maximum for the criterion:** high quality tender. Basic quality of answers for all questions is met and in most cases exceeded. Several items of the tender offer extra value.

- **90% of the maximum for the criterion:** very high quality tender. Basic quality of answers met for all questions and exceeded nearly every time. The tender offer extra value on many items.
- **100% of the maximum for the criterion:** excellent quality. The basic quality of the answers is exceeded for all questions. The tender clearly offers extra value all around.

11.5. Requirements for non-compliance of implementation plan (delay penalties for late delivery)

The delivery of data will take place in more or less equal proportions of the total, or in batches. In event that these batches are not achieved for set dates as specified in the implementation plan, the APM may demand force majeure, with an immediately payable compensation amounting to 10% of the total amount of the contract for the particular period in the implementation plan in accordance with articles 46 and 154 of the Royal Decree of 14 January 2013 where the general rules of public procurement and public works concessions are laid out. If this delay is caught up by the delivery of the following batch then financial compensation will be cancelled.

12. Surety

The surety is 5% of the total amount of the contract, excluding VAT. This amount is rounded up to the next ten Euros.

In accordance with the legal and regulation definitions applicable to this, the surety may be provided in cash, public funds or in the form of joint surety.

Surety may also be provided through a guarantee from a financial institution that meets legal regulations on the statute and supervision of credit institutions, or via an insurance company that complies with legal regulations regarding the inspection of insurance companies and admitted to "Tak 15" (surety).

The service provider must, within thirty calendar days following the closing date of the contract, provide proof that they or a third party have provided the surety in one of the following ways:

1. if the guarantee is made in cash, by depositing the amount to the postal cheque account of the Deposit and Consignation Office [bpostbank account number BE58 6792 0040 9979 (IBAN) PCHQBEBB (BIC)] or a public institution that performs a similar function to the afore mentioned Office, hereafter referred to as a public institution with the same function;
2. if the guarantee consists of public funds, by depositing them on behalf of the Deposit and Consignment Office in the hands of the State Cashier at the headquarters of the

- National Bank in Brussels or at one of its provincial agencies or a public institution offering a similar function;
3. if the guarantee is covered by a joint bonding company, by depositing through an institution that legally carries out this activity, or a deed of inclusive surety with the Deposit and Consignation Office or with a public institution bearing similar function;
 4. if the guarantee is secured by way of a guarantee through a commitment certificate of a credit institution or insurance company.

This proof must be provided, as case may be, through submission to the contracting authority of either:

1. the receipt from the Deposit and Consignation Office or a public institution with a similar function;
2. the debit note from the credit institution or the insurance company;
3. the proof of deposit from the State Cashier or a public institution with a similar function;
4. the original deed of inclusive surety approved by the Deposit and Consignation Office or a public institution with a similar function;
5. the original of the deed of commitment drawn up by the credit institution or the insurance company that has permitted a surety.

These documents, signed by the depositor, state the reason for the deposit and the precise destination, comprising a summary of the task and with reference to the contract documents, surnames, first names and address of the contractor and possibly those of the third party who took responsibility for the contractor, including the statement "*geldschieter*" (lender) or "*gemachtigde*" (authorized representative) where appropriate.

The thirty days calendar period mentioned above will be suspended during the closing period of the service provider's company for paid annual leave and compensation days according to regulations or as defined in a collective labour agreement.

The certificate of surety must be sent to the address specified in the notification of the closing of the contract.

The guarantee will be released after the completion of the whole contract.

13. Executing the services

The data capture and quality control of the label data should be completed by 31 January 2018. The transcribed label data will be delivered in batches as stipulated in the implementation plan. Each batch will be sub-sampled to check quality. If the sub-sample is deemed unacceptable, it must be redone in full or in part.

14. Variations

Variations are not permitted.

15. Invoicing and payment

The contractor must send the invoices for the batches (as a single document) and the request for delivery of the contract (original copy) to the following address:

Agentschap Plantentuin Meise
Attention: Dienst boekhouding
Nieuwelaan 38
1860 Meise
Belgium

Only correctly executed services may be invoiced.

APM has 30 days to verify the invoiced services, starting from the date of completion of a batch (as indicated in the implementation plan). Payment will take place within within 30 days from the end of the afore mentioned verification.

The invoice will count as the claim.

The invoice must be drawn up in Euros.

These specifications explicitly deviate from the definitions of Article 1254 of the Belgian Civil Code, with respect to the payments. Each payment will first be applied to the main sum and only then to the interests.

16. Delivery

From the date of the completion of a batch (as indicated in the implementation plan), the contracting authority has a period of 30 days to complete the formalities with respect to delivery (per batch), and provide the necessary feedback to the contractor. This period will start when the contracting authority is in possession of the invoice.

If the services are completed before or after the set date, the contractor must inform the leading officer by registered post requesting he certifies the completion. In this case, the period of thirty days will be effective from the date of receipt of the request from the contractor.

From the date of the completion of the entire contract, the awarding authority has 30 days to carry out the procedure related to delivery and the feedback of services delivered.

17. Official measures

If there are serious shortcomings on the part of the contractor, APM has the right to take official measures in accordance with the modalities provided in Article 47 of the Royal Decree of 14 January 2013.

Serious or repeated minor shortcomings of the contractor that are not remedied (sufficiently) within the declared time periods in the implementation plan may lead to termination of the contract.

If the contract is terminated in application of the preceding articles, the contractor undertakes to ensure that all materials, data, documents and the like related to or resulting from the implementation of the agreement and the tasks are immediately delivered to the APM. In this circumstance, APM maintains all rights.

18. Intellectual property rights

The data captured during this project will remain the property of the APM. After completion of the project, the information recorded and the images supplied by APM must be destroyed and confirm this destruction be communicated to APM in writing.

19. Disputes

Any disputes related to the execution of this contract shall be settled exclusively by the authorized courts of the judicial district of Brussels. The language used will be Dutch.

The contracting authority is in no way liable for damage or injury to persons or goods, resulting from the direct or indirect activities required for the execution of this contract. The contractor indemnifies the contracting authority from any damage claims by third parties in this respect.

20. Non-discrimination

APM will ensure that this project be carried out in compliance with anti-discrimination legislation.

The service provider undertakes to not discriminate on the grounds of gender, age, sexual orientation, marital status, birth, financial means, religion or beliefs, political conviction, language, state of health, disability, physical or genetic aspects, social position, nationality, supposed race, colour, descent or national or ethnic origin, or trade union affiliation. The tenderer ensures this with regard to both its staff and towards third parties, including participants, visitors, external staff, etc.

The service provider undertakes, within reason, to make adjustments at the request of persons with disabilities to reduce the restrictive effect of an inappropriate environment for the participation of a person with a disability (see article 19 of the Decree of 10 July 2008 within the framework of the Flemish equal opportunities and equal treatment policy).

The service provider undertakes to inform employees and third parties e.g. participants, visitors, external staff, etc. that they will not take into account questions or needs of a discriminatory nature.

If an employee of the service provider is guilty of discrimination, bullying, violence or sexual harassment during the contract, the service provider will take the necessary action to put an end to this behaviour and where necessary restore the victim's honour. Staff with management responsibilities will monitor compliance with this commitment.

All such complaints against the service provider will require the full cooperation of the latter in the investigation is said complaint through means of a discrimination hotline or similar organization, appointed by the Flemish government.

The service provider will ask its staff to be alert to discrimination, harassment, violence or sexual harassment, and to report such cases immediately to an employee with managerial responsibilities.

The service provider undertakes to not apply pressure to its own staff, who are victims of discrimination, harassment, violence or sexual harassment by a customer or a third party, to avoid filing of a complaint or initiate a claim before the court.

The service provider will ensure that the subcontractors, that may be used, adhere to these terms.

B. ANNEXES

1. Additional informations
2. Label examples
3. Tender form
4. Model bank statement
5. Description of APM quality control

Approved: Meise, June 17, 2016,

Steven Dessenin
Administrator-General