

Buy the capability, not only the delivery

Que reste-t-il après leur départ ? — Acheter la capacité, construire la souveraineté

When an institution signs for a data centre, a power network, a hospital information system or a connected public building, it is purchasing much more than the visible installation. It is also purchasing the ability to understand what has been built, operate it without constant intervention from the original supplier, recover after failure and replace individual components on fair terms. Those capabilities are seldom visible in the inauguration photograph, but they determine the value of the investment years later.

A procurement specification should begin with the public service that must remain available, not with the manufacturer catalogue. The authority can then identify its critical assets, legal rights, replacement options, maintenance resources and realistic costs over five years. A low initial bid may be expensive when software licences, unavailable parts, proprietary protocols and remote-only administration are included. A higher bid may be more economical if it equips local teams, permits independent inspection and delivers usable technical records.

This changes the meaning of contract acceptance. The supplier should not be paid only because the equipment powers on. The acceptance programme should exercise a failure, verify an actual restore, locate spare parts, inspect configuration exports and ask the receiving team to complete an operational task without the installation contractor at its side. Training attendance is not proof of transferred capability; independently completed work is.

Seven contract domains follow: inventory and technical plans; enforceable rights to use and modify; trained personnel and instructors; maintenance and spare parts; lifetime costs; recoverability and supplier substitution; and documented acceptance tests. Each has an owner, an expected artifact and a measured condition of satisfaction. The result is not hostility to outside expertise. It is a healthy commercial relationship in which the customer can continue to operate and improve the system it has purchased.

For a first procurement pilot, two real contracts are enough. Compare their assets, dependencies, exit terms and operating obligations, then design the tender and acceptance clauses that would have made the outcome more resilient. Procurement becomes a practical instrument of technological sovereignty—not a slogan.