



Tender Specifications

Service procurement contract for
Media Services Framework Contract
for Gaza interventions

Navision code: PSE22005-10009

Table of contents

1	General provisions.....	5
1.1	Derogations from the General Implementing Rules	5
1.2	Contracting authority	5
1.3	Institutional setting of Enabel	5
1.4	Rules governing the procurement contract	6
1.5	Definitions	6
1.6	Processing of personal data by the contracting authority	8
1.7	Confidentiality	8
1.8	Deontological obligations.....	8
1.9	Applicable law and competent courts	9
2	Subject-matter and scope of the procurement contract	10
2.1	Type of procurement contract	10
2.2	Subject-matter of the procurement contract	10
2.3	Lots	10
2.4	Items.....	10
2.5	Term of the procurement contract	10
2.6	Variants.....	10
2.7	Option.....	10
2.8	Quantity.....	10
3	Subject-matter and scope of the procurement contract	2
3.1	Award procedure.....	2
3.2	Semi-official notification	2
3.2.1	Enabel publication	2
3.3	Information.....	2
3.4	Data to be included in the tender	2
3.5	Period the tender is valid	4
3.6	Determination of prices	4
3.7	Elements included in the price	4
3.8	How to submit tenders?.....	4
3.9	Change or withdrawal of a tender that has already been submitted.....	5
3.10	Selection of tenderers	5
3.11	Concluding the procurement contract.....	9
4	Special contractual provisions.....	10

4.1	General	10
4.2	Managing official (Art. 11).....	10
4.3	Subcontractors (Art. 12 to 15).....	10
4.4	Confidentiality (art. 18)	11
4.5	Protection of personal data	11
4.6	Intellectual property (Art. 19 to 23).....	12
4.7	Performance bond (Art. 25 to 33).....	13
4.8	Conformity of performance (Art. 34)	14
4.9	Changes to the procurement contract (Art. 37 to 38/19).....	14
4.9.1	Replacement of the contractor (Art. 38/3)	14
4.9.2	Adjusting the prices (Art. 38/7)	14
4.9.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)	14
4.9.4	Unforeseen circumstances.....	15
4.10	Preliminary technical acceptance (Art. 42)	15
4.11	Performance modalities (Art. 146 et seq.).....	15
4.11.1	Deadlines and terms (Art. 147)	15
4.11.2	Place where the services must be performed and formalities (Art. 149).....	17
4.12	Inspection of the services (Art. 150)	17
4.13	Liability of the service provider (Art. 152-153)	17
4.14	Zero tolerance Sexual exploitation and abuse	17
4.15	Means of action of the contracting authority (Art. 44-51 and 154-155).....	17
4.15.6	Failure of performance (Art. 44)	17
4.15.7	Fines for delay (Art. 46 and 154)	18
4.15.10	Measures as of right (Art. 47 and 155)	18
4.16	End of the procurement contract	19
4.16.1	Acceptance of the services performed (Art. 64-65 and 156).....	19
4.16.2	Invoicing and payment of services (Art. 66 to 72 – 160)	19
4.17	Litigation (Art. 73)	19
5	Terms of Reference	21
5.1	Purpose.....	21
5.2	Special obligations.....	21
5.3	Pledge of discretion.....	21
6	Forms.....	22
6.1	Identification forms.....	22
6.2	Subcontractors	23

6.3	Tender Forms – prices	24
6.4	Historical Financial Performance.....	31
6.5	Key proposed experts.....	32
6.6	List of equipment	33
6.7	List of the main similar services	34
6.8	Declaration on honour – exclusion criteria	36
6.9	Integrity statement for the tenderers.....	38
6.10	Selection file – economic and financial capacity.....	39
6.11	Selection file – technical aptitude	39
6.12	Overview of the documents to be submitted – to be completed exhaustively	40

1 General provisions

1.1 Derogations from the General Implementing Rules

- 1.1.1 Chapter 'Specific contractual and administrative conditions' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.
- 1.1.2 These Tender Specifications derogate Art. 26 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013). This is motivated by the need to provide equal opportunity for local and international tenderers to participate with a view to increasing competition.

1.2 Contracting authority

- 1.2.1 The contracting authority of this public procurement contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.2.2 For this public contract Enabel is represented by **Ms. Christelle Jocquet**, Resident Representative of Enabel in Palestine, who is mandated under the mandate structure to award the public contract (and hence to sign the 'reasoned decision' on the basis of an evaluation report and to sign the notification letters).

1.3 Institutional setting of Enabel

- 1.3.1 The general framework of reference in which Enabel operates is:
- The Belgian Law on Development Cooperation of 19 March 2013¹;
 - The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
 - The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.
- 1.3.2 The following initiatives are also guiding Enabel in its 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;
 - In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, 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 Organisation⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

⁴ <http://www.ilo.org/ilolex/french/convdisp1.htm>.

Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

1.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁷;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be; Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

1.5 Definitions

The following definitions apply to this procurement contract:

- 1.5.1 The tenderer: An economic operator submitting a tender;
- 1.5.2 The contractor/ service provider: The tenderer to whom the procurement contract is awarded;
- 1.5.3 The contracting authority: Enabel, represented by the Resident Representative of Enabel in Palestine;

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

- 1.5.4 The tender: Commitment of the tenderer to perform the procurement contract under the conditions that he has submitted;
- 1.5.5 Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;
- 1.5.6 Procurement documents: Tender Specifications including the annexes and the documents they refer to;
- 1.5.7 Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- 1.5.8 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;
- 1.5.9 Option: A minor and not strictly necessary element for the performance of the procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- 1.5.10 Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- 1.5.11 General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;
- 1.5.12 The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;
- 1.5.13 Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a procurement contract or performance of a procurement contract already concluded with the contracting authority;
- 1.5.14 Litigation: Court action.
- 1.5.15 Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.
- 1.5.16 Controller in the meaning of the GDPR: The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- 1.5.17 Sub-contractor or processor in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- 1.5.18 Recipient in the meaning of the GDPR: A natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.
- 1.5.19 Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data,

an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Processing of personal data by the contracting authority

- 1.6.1 Processing of personal data by the contracting authority: The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

1.7 Confidentiality

- 1.7.1 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 public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.
- 1.7.2 PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation. See also: <https://www.enabel.be/gdpr-privacy-notice/>

1.8 Deontological obligations

- 1.8.1 Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel.
- 1.8.2 For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.
- 1.8.3 In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.
- 1.8.4 Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.
- 1.8.5 Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

- 1.8.6 The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.
- 1.8.7 In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

1.9 Applicable law and competent courts

- 1.9.1 The procurement contract must be performed and interpreted according to Belgian law.
- 1.9.2 The parties commit to sincerely perform their engagements to ensure the good performance of this procurement contract.
- 1.9.3 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.
- 1.9.4 If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

2.1.1 This procurement contract is a services procurement contract.

2.2 Subject-matter of the procurement contract

2.2.1 This services procurement contract consists in the performance of providing media services for Enabel's intervention in Gaza, in conformity with the conditions of these Tender Specifications.

2.3 Lots

2.3.1 The procurement contract is not divided to lots. The description of required supplies and services is included in Part 3 of these Tender Specifications. A tender for part of the lot is inadmissible.

2.4 Items

2.4.1 The procurement contract consists of the following items:

(See also Part 3 and/or inventory)

2.4.2 These items are pooled and form one single procurement contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract.

2.5 Term of the procurement contract

2.5.1 The contract starts upon award notification and lasts for 24 months. After this initial term, this public contract may be renewed every year by the contracting authority by registered letter sent at least one month prior to the contract renewal date. The renewal will be made as per the terms and conditions of the initial Tender Specifications. Should the contract not be renewed, the contractor cannot claim damages.

2.6 Variants

2.6.1 Variants are not permitted. Each tenderer may submit only one tender. Variants are forbidden.

2.7 Option

2.7.1 Options are not permitted.

2.8 Quantity

2.8.1 Quantities will be determined in Purchase Orders. The contracting authority does not commit in any way as to quantities that will actually be ordered through this contract.

2.8.2 During the contract period and in function of the evolution of the needs, the contracting authority will be able to commit orders. Such commitment will be made by orders forms letter.

3 Subject-matter and scope of the procurement contract

3.1 Award procedure

- 3.1.1 Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

3.2 Semi-official notification

3.2.1 Enabel publication

- 3.2.2 This procurement contract is published from **21st December 2022 to 12th January 2023** on the following publication channels:
- Enabel website (www.enabel.be)
 - Palestinian jobs platform (www.jobs.ps)

3.3 Information

- 3.3.1 The awarding of this procurement contract is coordinated by **Mr. Mohammed Dahlan**. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.
- 3.3.2 The procurement documents can be consulted free of charge at the following internet address:

<https://www.enabel.be/public-procurement/>

- 3.3.3 Until **3rd January 2023** inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to **Mr. Mohammed Dahlan** (mohammed.dahlan@enabel.be) and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as from **5th January 2023**.
- 3.3.4 Until the notification of the award decision no information will be given about the evolution of the procedure.
- 3.3.5 The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.
- 3.3.6 The tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

3.4 Data to be included in the tender

- 3.4.1 Interested tenderers shall submit the following:

a) Technical offer, including:

- Company profile including past projects, productions, and customers.
- Samples of your **best productions**, particularly animations, videos, photos stories, and visual production (on USB or a CD). Samples shall be well organized and categorized with a folder for each of the following categories (Maximum 2 samples - **best productions** - for each category):
 - o Photography;
 - o Video production;
 - o Video editing;
 - o Producing animations (2d);
 - o Motions graphic.
 - o Full event documentation; and
 - o Producing photo stories.
 - o Animation (2D).
 - o Motion Graphic (2D).
- CVs of team members who would be working on providing the needed media and production services.
- List of all equipment and devices that the company has and can utilize in the delivery of these media production services.
- Proposed technical approach for carrying out requested services.

b) One original copy of the completed tender document signed, and stamped with the following forms completed:

- Form (6.1) Identification forms
- Form (6.2) Subcontractors
- Form (6.3) Tender Forms – prices
- Form (6.4) Historical Financial Performance
- Form (6.5) Key proposed experts
- Form (6.6) List of equipment
- Form (6.7) List of the main similar services
- Form (6.8) Declaration on honour – exclusion criteria
- Form (6.9) Integrity statement for the tenderers

c) The following document shall be attached:

- Incorporation certificate from the competent authority.
- Valid VAT clearance certificate.
- Statement on the annual turnovers achieved during the past three financial years.
- Declaration from a competent authority of not being in a situation of bankruptcy or insolvency.
- Power of attorney empowering the person signing the tender on behalf of the company, joint venture or consortium, signed by the person(s) mentioned in the incorporation certificate (only needed if the person signing the tender is different).

- 3.4.2 The tenderer must use the tender form in annexe. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.
- 3.4.3 The tender and the annexes to the tender form are drawn up in **English**.
- 3.4.4 By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.
- 3.4.5 The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

3.5 Period the tender is valid

- 3.5.1 The tenderers are bound by their tender for a period of **90 calendar days** from the reception deadline date.
- 3.5.2 The validity of the tender will be negotiated, if the deadline stated above is overrun.

3.6 Determination of prices

- 3.6.1 All prices given in the tender form must obligatorily be quoted in **EUROS excluding VAT**.
- 3.6.2 This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 3.6.3 In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

3.7 Elements included in the price

- 3.7.1 The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.
- 3.7.2 The following are in particular included in the prices:
- The administrative management and secretariat;
 - Travel, transportation and insurance;
 - Rent of needed equipment like cameras, mics, lenses, lighting, teleprompters, drones or any other equipment required for delivering the services;
 - Documentation pertaining to the services;
 - The delivery of documents or of pieces related to the performance;
 - Training required for operation;
 - Where applicable, the measures imposed by occupational safety and worker health legislation;
 - Customs and excise duties for equipment and products used;
 - Enabel will not provide transportation and/or accommodation during the mission to the various locations concerned.
 -

3.8 How to submit tenders?

- 3.8.1 Without prejudice to any variants, the tenderer may only submit one tender only per procurement contract.
- 3.8.2 The tenderer submits his tender as follows:
- One original copy of the completed tender will be submitted on paper. Moreover, the tenderer shall attach the copies requested by the tender guidelines to the tender. These copies may be submitted in one or more PDF files on a USB stick.

It is submitted in a properly sealed envelope bearing the following information: Tender- “**PSE22005-10009- Media Services Framework Contract for Gaza interventions**”.

It may be submitted:

- a) By mail (standard mail or registered mail)

In this case, the sealed envelope is put in a second closed envelope to Enabel office at:

4th floor, Al Rayes Plaza Building, Vector Hugo Street, Gaza City

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 9 am to 3 pm and from 1 pm to 3 pm (see the address given under Point a) above).

3.8.3 The tenders must be in the possession of the contracting authority before **12th January 2023** at 1:00 PM.

3.8.4 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.

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

3.9.1 When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

3.9.2 To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

3.9.3 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.

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

3.9.5 Thus, a tender that is modified or withdrawn after the signing of the submission report means that a new submission report, signed in accordance with paragraph 1, must be sent. The subject-matter and the scope of the changes must be indicated in detail.

3.9.6 The withdrawal must be pure and simple.

3.9.7 When the submission report drawn up following the modifications or withdrawal set out in clause 1 does not bear the signature referred to in paragraph 1, the modification or withdrawal is automatically deemed null and void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.10 Selection of tenderers

3.10.1 Exclusion grounds

- a) The mandatory and optional exclusion grounds are given in attachment to these Tender Specifications.
- b) By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

- c) The contracting authority will verify the exactitude of this Declaration on honour for the tenderer with the best tender.
- d) For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.
- e) The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

3.10.2 Selection criteria

- a) Moreover, by means of the documents requested in the 'Selection file', the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public procurement contract.

3.10.3 Overview of the procedure

- a) In a first phase, the tenders submitted by the selected tenderers will be evaluated as to formal and material regularity. Irregular tenders will be rejected.
- b) The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.
- c) In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. Maximum three tenderers may be included in the shortlist.
- d) Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- e) When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.
- f) The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.
- g) Only the regular BAFOs will be considered and assessed against the award criteria.
- h) The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

3.10.4 Award criteria

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

Criterion (1) Technical capacity (70%):

Criteria	Score up to
<i>First Stage:</i>	
Experience in the field of providing media services to development and/or humanitarian Agencies (Documented – Experience certificates or copies of contract/work orders from International Organizations.)	15
Quality of presented (Relevant) samples	20
Upon completion of the first technical evaluation stage, only offers receiving a score of 30 or more will be considered for further evaluation.	
<i>Second Stage:</i>	
Qualifications experience and skills and of key personnel proposed, including sub-contractors.	10
Equipment owned by the service provider: Tenderer shall provide a detailed list of equipment, devices, and assets the production owns and can utilize for the highest quality delivery of the needed services.	15
The proposed methodology for carrying out requested assignments includes a detailed timeframe for completing any tasks and delivering the needed products.	10

Upon completion of the whole technical evaluation, only offers to receive an overall score of **55 or more** will be considered for financial evaluation.

Criterion (2) Price (30%):

Financial offers will be evaluated based on the following below calculation steps:

- Each of the items in the prices form will be compared separately with prices provided by other tenders for the same item.
- The least expensive item of in all tenders (Min item Price) will be attributed the full weight (*PW*) shown in the table below.
- Score of the same item for the remaining tenders will be calculated as follows:

$$\blacktriangleright \text{Item (A) Score} = \frac{(\text{Amount of lowest item} \times \text{PW})}{\text{Amount of Item (A)}}$$

- Scores obtained by all items of the tender then will be added up.
- Total of all items scores then will be multiplied by 30%, result is the final price score for the whole tender.

Items price weighting table is as follows:

No	Item N°	Service	Unit of measure	Qty	Price Weight (PW)
1	1.1	Photography - <i>Full day (8 hours)</i>	Day	1	10.00%
2	1.2	Photography - <i>Half day</i>	½ Day	1	8.00%
3	2.1	Short Documentary with duration from more than 4 to 7 minutes	each	1	4.00%
4	2.2	Long Documentary with duration from 7 to 14 minutes	each	1	2.00%
5	3.1	Short video up to 1 minute	each	1	8.00%
6	3.2	Short video up to 2 minutes	each	1	10.00%
7	3.3	Short video up to 3 minutes	each	1	5.00%
8	3.4	Short video up to less than 4 minutes	each	1	5.00%
9	4.1	Photo story	Story	1	4.00%
10	5.1	Filming / without Drone / full day / 8 hours	Day	1	6.00%
11	5.2	Filming / with Drone/ full day / 8 hours	Day	1	2.00%
12	5.3	Provide translation and add subtitles to videos.	Minute	1	3.00%
13	6.1	Event media coverage/ Documentation /Full day / 8 hours	Day	1	4.00%
14	6.2	Event media coverage/ Documentation / Half Day	½ Day	1	4.00%
15	7.1	Social media live streaming services/Full day/8 hours	Day	1	2.00%
16	7.2	Social media live streaming services / Half day	½ Day	1	2.00%
17	8.1	Editing (1 st cut) – up to 2 minutes of final product.	each	1	3.00%
18	8.2	Editing (1 st cut) – up to 4 minutes of final product.	each	1	2.00%
19	9.1	Animation (2D) up to 2 minutes of final product	each	1	6.00%
20	9.2	Animation (2D) up to 4 minutes of final product	each	1	2.00%
21	10.1	Motion Graphic Video (2D) up to 30 seconds	each	1	2.00%
22	10.2	Motion Graphic Video (2D) up to 60 seconds	each	1	2.00%
23	10.3	Motion Graphic Video (2D) up to 90 seconds	each	1	2.00%
24	10.4	Motion Graphic Video (2D) up to 120 seconds	each	1	2.00%

3.10.5 Final score

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

3.10.6 Awarding the procurement contract

- The procurement contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- Notice though that in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the procurement contract.
- The contracting authority may either decide not to award the procurement contract; either redo the procedure, if necessary through another award procedure.
- The contracting authority maintains the right to award only a certain lot or certain lots.

3.11 Concluding the procurement contract

- 3.11.1 In accordance with Art. 88 of the Royal Decree of 18 April 2017, the procurement contract occurs through the notification to the selected tenderer of the approval of his tender.
- 3.11.2 Notification is via digital platforms, e-mail or fax and, on the same day, by registered post.
- 3.11.3 So, the full contract agreement consists of a procurement contract awarded by Enabel to the chosen tenderer in accordance with:
- These Tender Specifications and its annexes;
 - The approved BAFO of the contractor and all of its annexes;
 - The registered letter of notification of the award decision;
 - Any later documents that are accepted and signed by both parties, as appropriate.
- 3.11.4 In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

4 Special contractual provisions

4.1 General

- 4.1.1 This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts and for public works concessions' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.
- 4.1.2 These Tender Specifications derogate Art. 26 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013). This is motivated by the need to provide equal opportunity for local and international tenderers to participate with a view to increasing competition.

4.2 Managing official (Art. 11)

- 4.2.1 The management and control of contract performance are entrusted to **Ms. Haneen Abu Nahla** haneen.abunahla@enabel.be, assisted by **Mr. Mazen Naim** mazen.naim@enabel.be.
- 4.2.2 Once the procurement contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the procurement contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.
- 4.2.3 The managing official is responsible for the follow-up of the performance of the contract.
- 4.2.4 The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.
- 4.2.5 However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under The contracting authority.
- 4.2.6 Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.3 Subcontractors (Art. 12 to 15)

- 4.3.1 The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.
- 4.3.2 The contractor remains, in any case, solely liable to the contracting authority.
- 4.3.3 The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their

replacements are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority.

- 4.3.4 When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.
- 4.3.5 In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.4 Confidentiality (art. 18)

- 4.4.1 The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.
- 4.4.2 Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.
- 4.4.3 The tenderer is therefore bound by the duty of discretion.
- 4.4.4 In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.
- 4.4.5 Therefore, he undertakes to:
- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
 - Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
 - Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
 - Return, at the first request of the contracting authority, the above elements;
 - In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.5 Protection of personal data

- 4.5.1 The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the

processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

- 4.5.2 During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.
- 4.5.3 For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.
- 4.5.4 By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.
- 4.5.5 The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.
- 4.5.6 For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.
- 4.5.7 Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28 §3 of the GDPR).

4.6 Intellectual property (Art. 19 to 23)

- 4.6.1 The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract.
- 4.6.2 Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement contract consists of the creation, manufacture or the development of designs 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.
- 4.6.3 For domain names created under the procurement contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.
- 4.6.4 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 procurement documents.
- 4.6.5 The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.7 Performance bond (Art. 25 to 33)

4.7.1 The performance bond is constituted by order issued according to the methods below:

- The performance bond is set at 5 % of the total value, excluding VAT, of the procurement contract. The value thus obtained is rounded up to the nearest 10 euros.
- No performance bond will be requested, if:
 - o Execution time of the order does not exceed 45 calendar days.
 - o Or the amount of the order is less than €50,000.

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

4.7.3 The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions (BANK GUARANTEE).

4.7.4 As a derogation from Article 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.

4.7.5 This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

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

- 1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office Fill out the form https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcdck@minfin.fed.be
- 2° After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;
- 3° 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;
- 4° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;
- 5° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

4.7.7 This proof must be provided as applicable by submission to the contracting authority of:

- 1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or
- 2° a debit notice issued by the credit institution or the insurance company; or
- 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or
- 4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or
- 5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

4.7.8 These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the

procurement contract and a reference to the procurement documents, as well as the name, first name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatory', as appropriate.

- 4.7.9 The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.
- 4.7.10 Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

Request by the contractor for the acceptance procedure to be carried out:

- 1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond;
- 2° For the final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

4.8 Conformity of performance (Art. 34)

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

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

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

- a) Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).
- b) The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.
- c) The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the procurement contract.

4.9.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

- a) The contracting authority reserves the right to suspend the performance of the procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.
- b) The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.
- c) When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- d) The contractor has a right to damages for suspensions ordered by the contracting authority

when:

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
 - The suspension is not due to unfavourable weather conditions;
 - The suspension occurred during the contract performance period.
- e) Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

4.9.4 Unforeseen circumstances

- a) 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.
- b) 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 procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.10 Preliminary technical acceptance (Art. 42)

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

4.11 Performance modalities (Art. 146 et seq.)

4.11.1 Deadlines and terms (Art. 147)

- a) The services must be performed and completed within the total number of calendar days shown in the table below as of the second working day following the date of dispatch of the order form. The closure of the service provider's business for annual holidays is not included in this calculation.

No	Item N°	Service	Unit of measure	Qty	<u>Maximum Delivery timeframe</u> (calendar days)
1	1.1	Photography - <i>Full day (8 hours)</i>	Day	1	2
2	1.2	Photography - <i>Half day</i>	½ Day	1	1
3	2.1	Short Documentary with duration from more than 4 to 7 minutes	each	1	30
4	2.2	Long Documentary with duration from 7 to 14 minutes	each	1	45
5	3.1	Short video up to 1 minute	each	1	7
6	3.2	Short video up to 2 minutes	each	1	10
7	3.3	Short video up to 3 minutes	each	1	10
8	3.4	Short video up to less than 4 minutes	each	1	15
9	4.1	Photo story	Story	1	5
10	5.1	Filming / without Drone / full day / 8 hours	Day	1	3
11	5.2	Filming / with Drone/ full day / 8 hours	Day	1	3

12	5.3	Provide translation and add subtitles to videos.	Minute	1	1 day for each
13	6.1	Event media coverage/ Documentation /Full day / 8 hours	Day	1	2
14	6.2	Event media coverage/ Documentation / Half Day	½ Day	1	2
15	7.1	Social media live streaming services/Full day/8 hours	Day	1	1 (same day)
16	7.2	Social media live streaming services / Half day	½ Day	1	1 (same day)
17	8.1	Editing (1st cut) – up to 2 minutes of final product.	each	1	5
18	8.2	Editing (1st cut) – up to 4 minutes of final product.	each	1	10
19	9.1	Animation (2D) up to 2 minutes of final product	each	1	20
20	9.2	Animation (2D) up to 4 minutes of final product	each	1	30
21	10.1	Motion Graphic Video (2D) up to 30 seconds	each	1	10
22	10.2	Motion Graphic Video (2D) up to 60 seconds	each	1	10
23	10.3	Motion Graphic Video (2D) up to 90 seconds	each	1	15
24	10.4	Motion Graphic Video (2D) up to 120 seconds	each	1	15

- b) The order form is addressed to the service provider either by registered letter, email or by any other means through which the date of dispatch can be determined unambiguously.
- c) Any further correspondence pertaining to the order form (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.
- d) In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it will inform the service provider in writing of which extension of the period is accepted.
- e) When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the service provider will ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.
- f) In any event, complaints about the order form are not admissible any more if they are not submitted within 15 calendar (*) days from the day following the date on which the service provider has received the order form.

(*) Shorter period, justified in the Tender Specifications for certain procurement contracts (e.g.: taking into account the performance periods for the services set in the Tender Specifications, complaints may not be admissible...).

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

The services will be performed at Gaza Strip, specific address will be determined as per the need and will be identified in the Purchase Order.

4.12 Inspection of the services (Art. 150)

- 4.12.1 If during contract performance irregularities are found, the contractor will be notified about this immediately by e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.
- 4.12.2 The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

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

- 4.13.1 The service provider takes the full responsibility for mistakes and deficiencies in the services provided.
- 4.13.2 Moreover, the service provider indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.14 Zero tolerance Sexual exploitation and abuse

- 4.14.1 In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

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

- 4.15.1 The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.
- 4.15.2 In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned⁸⁸⁷⁵
- 4.15.3 , directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.
- 4.15.4 In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.
- 4.15.5 This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the procurement contract and/or the exclusion of procurement contracts of the contracting authority for a determined duration.

4.15.6 Failure of performance (Art. 44)

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

- 1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;
 - 2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;
 - 3° when he does not observe written orders, which are given in due form by the contracting authority.
- §2 Any failure to comply with the provisions of the procurement contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.15.7 Fines for delay (Art. 46 and 154)

- 4.15.8 The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and they are automatically applied for the total number of days of delay.
- 4.15.9 Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

4.15.10 Measures as of right (Art. 47 and 155)

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

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

- §2 The measures as of right are:
- 1° Unilateral termination of the procurement contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;
 - 2° Performance under regie of all or part of the non-performed procurement contract;
 - 3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement contract remaining to be performed.

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

4.16 End of the procurement contract

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

- a) The managing official will closely follow up the services during performance.
- b) The services will not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.
- c) The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.
- d) Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.
- e) The acceptance specified above is final.

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

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

4th floor, Al Rayes Plaza Building, Vector Hugo Street, Gaza City

- b) Only services that have been performed correctly may be invoiced.
- c) The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.
- d) The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.
- e) When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.
- f) The invoice must be in EUROS.
- g) In order for Enabel to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.
- h) No advance may be asked by the contractor and the payment will be made after provisional/final acceptance of each service delivery of a same order.
- i) Payment will be made for each purchase order upon completion of the services related to it.

4.17 Litigation (Art. 73)

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

- b) The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this procurement contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.
- c) In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Enabel, public-law company
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Mrs Inge Janssens
rue Haute 147
1000 Brussels
Belgium

5 Terms of Reference

5.1 Purpose

- 5.1.1 Enabel is aiming to sign a framework contract with a media production and media services company in Gaza to provide all needed documentation and coverage of its activities and programmes in Gaza. The framework contract will cover providing a variety of services and products including photography, video production, video editing, producing animations, full event documentation, and producing photos stories etc.
- 5.1.2 The framework contract will be valid for a period of 24 months. The public contract resulting has no minimum quantities. During the contract period and in the function of evolving needs, the contracting authority can commit to orders. Such commitment will be made by registered letters / Purchase Orders.
- 5.1.3 The agreement resulting from this procurement will not be an exclusive agreement and there is no obligation on Enabel to place Orders with the awarded service provider. The purpose of the agreement is to outline prices, contact details, and service expectations and agree on roles and responsibilities.

5.2 Special obligations

- 5.2.1 The media company undertakes to observe complete discretion concerning all facts, information and other details concerning Enabel's activities and working environment that come to the company's knowledge during the course of the contract period.
- 5.2.2 The media company shall be regarded as a representative of Enabel during the work to provide services to Enabel and must therefore respect the relevant Enabel rules of conduct and adopt an attitude compatible with the nature of the assignment. This does however not mean that the company, who remains an independent contractor, enters into a labor relationship with Enabel. In the field, the company team will respect the authority of Enabel's employees.

5.3 Pledge of discretion

- 5.3.1 The media company undertakes to keep confidential all facts, information and other details concerning Enabel's activities and working environment that come to their knowledge in the performance of the contract, in accordance with the attached "Pledge of Discretion".
- 5.3.2 professional and private public liability insurance.

6 Forms

6.1 Identification forms

Name of the company, organization or joint venture and legal form		
Nationality of the tenderer and of staff (if different)		
Domicile / registered office complete address	Street name (compulsory)	
	House number (compulsory)	
	Zip code or neighbourhood	
	City or village	
	Country or territory	
Telephone number (with country code)		
National Social Security Office registration number or equivalent		
Enterprise or organization registration number		
Represented by the undersigned	Full Name	
	Title	
Contact person	Full Name	
	Title / function	
	Phone	
	E-mail	
Bank account for payments	IBAN	
	BIC/SWIFT	
	Financial institution	
	Account holder name	

6.2 Subcontractors

Name and legal form	Address / Registered office	Object

6.3 Tender Forms – prices

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

1	Photography			
Service provider shall produce edited and final photos considering the following:				
<ul style="list-style-type: none">- All photos reflect the human impact of the situation.- All photos are emotive and engaging.- Photos must include a good mix of portrait and landscape framed images.- Photos should show both the scale and the detail and are of HD quality.- Ensure high-end photo production equipment is used (lighting, HD still cameras, reflectors, flash, etc.)- All selected images must be well captioned including the 4Ws (who, where, when, by whom).- Photos copyrights are waived to Enabel once they are approved and received- Consent forms for people being photographed must be signed and collected and submitted to Enabel.- Provide Enabel with all edited Photos and finished products on a USB Flash Drive, after each mission.- Provide Enabel with 10 photos at the same day of the event and the rest of photos in 2 days period				
In specific cases, Enabel may request that all images to be well captioned and include the following metadata:				
<ul style="list-style-type: none">- Names of people featured and their age.- Locations (village/ town/district name).- Date the photograph was taken.- A brief description of what is happening in the picture (the caption).- Credit information.				
Captions shall be added to photo metadata and submitted in a word document format which includes both file name and caption.				
<ul style="list-style-type: none">- If a half-day mission exceeds 4 hours duration, extra hours cost will be calculated pro rata of the unit cost for the (full-day mission) unless the total consumed hours is 8 hours, then it will be considered a full day.- If the mission exceeds the 8 hours duration, extra hours cost will be calculated pro rata of the unit cost for the (full day mission).				
N°	Service	Unit of measure	Qty	Cost in EUR (€)
1.1	Photography - Full day (8 hours)	Day	1	
1.2	Photography - Half day	½ Day	1	

2

Long video full production (Documentary)

The service provider will provide powerful and cinema quality short documentary that tells a story on a topic and theme that shall be specified by **Enabel**. The service provider should be responsible for delivering/submitting the following items to **Enabel**:

Story and research:

Conduct a full story research and submit a preliminary script and shooting list. Scripts and shooting lists must be approved by Enabel prior to filming.

Filming and editing:

- Materials footage must be recorded in 4K UHD (2160p). Dolly or slider steady moving camera.
- Be able to conduct interviews both and Arabic and English, and in some cases using two cameras.
- Filming must include various shooting styles, sliding, pans, tilts, zooming, varying angles, and other creative shooting techniques.
- The video must be fully edited covering all aspects to make it ready for publication. First draft of the edited video based on the agreed script must be submitted to Enabel for review. There might be various rounds of review to incorporate all comments and finalize the video for approval.
- Ensure high quality postproduction, audio mastering and colour correction.
- Add licensed music and relevant sound effects throughout the video.
- If needed, provide a narrator (and voiceover) for the video in the relevant language (Arabic or English).
- Provide full and high-quality transcription and translation of the video content (both Arabic and English) for subtitles. Enabel will revise and approve the subtitles before they are added to the video.
- Adding high quality subtitles (both Arabic and English). Final subtitle documents shall be submitted to **Enabel** in DOC and SRT formats.

Output: 2 versions of the final video with a quality of 4K UHD (2160p) or higher quality; 1 version with subtitles and one clean version without subtitles or any titles. A full editable video project should be delivered to Enabel after the final approval.

Cost will be paid refereeing to the price schedule below in which the final product duration falls

N°	Service	Unit of measure	Qty	Cost in EUR (€)
2.1	Short Documentary with duration from more than 4 to 7 minutes	each	1	
2.2	Long Documentary with duration from 7 to 14 minutes	each	1	

3

Short video full production

Similar to the item above (2), the service provider will be working closely with the **Enabel** media and communication department as well as the project team to conduct field visits to the potential story characters to plan the production.

The service provider will develop a script and filming plan for approval prior to starting the filming. Then, the service provider will implement the filming, editing, colour grading, and adding copy-righted music alongside the ambiance sounds.

Service provider will be fully responsible for all technical and creative process and will ensure adding high quality English subtitles, Arabic transcription and visibility into the short videos.

*Service Provider should submit the following items to **Enabel**:*

- Two versions of the final video with a quality of 4K UHD (2160p) or higher quality; 1 version with subtitles and one clean version without subtitles or any titles.
- Customized versions for Facebook, Instagram and twitter.
- English subtitles and Arabic transcription documents in DOC and SRT formats.

All raw materials and open-source project in retrievable SSD External Drive.

In certain cases, Enabel may request submission of a third version of the video by producing and adding sign language translation. The sign language translation would be produced as a video and added as on the side to one of the produced videos as specified by Enabel

Cost will be paid refereeing to the price schedule below in which the final product duration falls.

N°	Service	Unit of measure	Qty	Cost in EUR (€)
3.1	Short video up to 1 minute	each	1	
3.2	Short video up to 2 minutes	each	1	
3.3	Short video up to 3 minutes	each	1	
3.4	Short video up to less than 4 minutes	each	1	

4	Photo story			
<i>Story writing:</i> Service provider in coordination with Enabel will conduct story research and develop human-interest story. Service provider will conduct field visits with the Enabel team and receive programme induction. The story writer is expected to deliver high quality stories that explain and highlight a topic which will be specified by Enabel from the eyes of the story characters. Service provider is expected to deliver the following: <ul style="list-style-type: none">- High quality written story, between 700-1000 words English.- Arabic translation for story quotes. (About 200 words for each story). <i>Photography service:</i> The photographer will produce at least (10) edited and final photos per each character. All images should be well captioned including: <ul style="list-style-type: none">- Names of people featured- Locations (village/ town/district name)- Date the photograph was taken- A brief description of what is happening in the picture.- Credit information. Captions shall be added to photo metadata and submitted in a word document format which includes both file name and caption.				
N°	Service	Unit of measure	Qty	Cost in EUR (€)
4.1	Photo story	Story	1	

5	Filming			
----------	----------------	--	--	--

Services shall include the following:

- RAW footage categorized by stories, A and B rolls respectively.
- the materials must be recorded in 4K UHD (2160p) or higher quality.
- All footage must be submitted in RAW format (full dynamic colour range).
- All interviews and natural sounds must be recorded separately by a professional sound operator.
- The filming style is varied between mechanic shots and handheld
- All footage and sound must be correctly dated and archived in an organized manner (stories and date) and delivered on a dedicated external retrievable SSD External Drive.

Notes:

- Filming: All the prices should include all associated costs, e.g., Human resources costs, technical team costs, equipment costs, transportation costs, translation, subtitles, colouring, music licensing, editing, video graphics, and any other services mentioned in the table of items.
- All the Prices should be calculated from the beginning of the production at the production site only.
- If a half-day mission exceeds 4 hours duration, extra hours cost will be calculated pro rata of the unit cost for the (full-day mission) unless the total consumed hours is 8 hours, then it will be considered a full day.
- If the mission exceeds the 8 hours duration, extra hours cost will be calculated pro rata of the unit cost for the (full day mission).

Nº	Service	Unit of measure	Qty	Cost in EUR (€)
5.1	Filming / without Drone / full day / 8 hours	Day	1	
5.2	Filming / with Drone/ full day / 8 hours	Day	1	
5.3	Provide translation and add subtitles to videos.	Minute	1	

6 Event media coverage/ Documentation

The service provider will provide full documentation and coverage of an event or field visit. This includes:

Video documentation:

- Recording general videos and providing full video coverage using various angles and shooting styles in 4K UHD (2160p).
- Recording speeches or statements
- Recording interviews with specific people (if needed)
- Produce a one-minute promo (fully edited with copy-righted music and subtitles in the relevant language) in 4K UHD (2160p).

Photo documentation:

- Provide full photo coverage using HD still cameras.
- Take a mix wide, medium, and close photo, varying angles.

Submit fully edited and final photos that can be used for publication.

- If a half-day mission exceeds 4 hours duration, extra hours cost will be calculated pro rata of the unit cost for the (full-day mission) unless the total consumed hours is 8 hours, then it will be considered a full day.
- If the mission exceeds the 8 hours duration, extra hours cost will be calculated pro rata of the unit cost for the (full day mission).

Nº	Service	Unit of measure	Qty	Cost in EUR (€)
6.1	Event media coverage/ Documentation /Full day / 8 hours	Day	1	
6.2	Event media coverage/ Documentation / Half Day	½ Day	1	

7	Social media live streaming			
Provide social media live streaming services for an event. This requires providing one positioned camera and two moving cameras (wireless transmission) throughout the event. This also requires providing a reliable internet connection to guarantee stability of the live stream. The live stream should include all related graphics, titles and logos as agreed with Enabel.				
<ul style="list-style-type: none">- If a half-day mission exceeds 4 hours duration, extra hours cost will be calculated pro rata of the unit cost for the (full-day mission) unless the total consumed hours is 8 hours, then it will be considered a full day.- If the mission exceeds the 8 hours duration, extra hours cost will be calculated pro rata of the unit cost for the (full day mission).				
N°	Service	Unit of measure	Qty	Cost in EUR (€)
7.1	Social media live streaming services/Full day/8 hours	Day	1	
7.2	Social media live streaming services / Half day	½ Day	1	

8	Editing (1 st cut)			
Enabel will provide service provider with raw material (A & B Rolls) to be edited ensuring the following				
<ul style="list-style-type: none">- Service provider will be responsible to fully sync all the footage and sound.- Implementing the first cut based on the script that will be agreed on with Enabel media and communication department.- Adding high quality English subtitles and visibility, subtitle documents shall be submitted to Enabel in DOC and SRT formats.- <i>Cost will be paid refereeing to the price schedule below in which the final product duration falls.</i>				
Nº	Service	Unit of measure	Qty	Cost in EUR (€)
8.1	Editing (1 st cut) – up to 2 minutes of final product.	each	1	
8.2	Editing (1 st cut) – up to 4 minutes of final product.	each	1	

9	Animation (2D)			
Services of producing the 2D animation video shall require the following:				
<ul style="list-style-type: none">- Script writing.- Submit a detailed story board.- Submit initial character drawing prior to animating.- Submit unpolished first draft for review.- Incorporate all the requested editing and modification notes, this may take several rounds to get to the final draft.- Finalize the final draft (colour & sound polishing works in addition to any other graphical effects).- Video quality: full HD (1080p)- Provide Arabic/English subtitles depending on the spoken language.				
Customized copies for Facebook and Instagram (either horizontal or vertical as per Enabel’s request).				
Cost will be paid refereeing to the price schedule below in which the final product duration falls.				
N°	Service	Unit of measure	Qty	Cost in EUR (€)
9.1	Animation (2D) up to 2 minutes of final product	each	1	
9.2	Animation (2D) up to 4 minutes of final product	each	1	

10	Motion Graphic Video (2D)			
Producing a motion graphic that combines text, graphics, and animation to create a visual story or convey a visual message. The purpose could be for explaining a concept or process, promoting an issue or activity, or providing information in an engaging and visually appealing way. The specifications in general terms are:				
<ul style="list-style-type: none">- Resolution: 1080p or higher (such as 4k) to ensure high quality images.- Aspect ratio: 16:9 to match the dimensions of most modern widescreen displays.- Frame rate: 30fps or higher to produce smooth, fluid motion.- File format: MP4 or MOV, as these formats are widely supported by most social media platforms.- Bitrate: At least 5,000 kbps to ensure good image quality while maintaining a reasonable file size- Customized versions for Facebook, Instagram and twitter (upon request).				
Cost will be paid refereeing to the price schedule below in which the final product duration falls.				
N°	Service	Unit of measure	Qty	Cost in EUR (€)
10.1	Motion Graphic Video (2D) up to 30 seconds	each	1	
10.2	Motion Graphic Video (2D) up to 60 seconds	each	1	
10.3	Motion Graphic Video (2D) up to 90 seconds	each	1	
10.4	Motion Graphic Video (2D) up to 120 seconds	each	1	

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices for each item are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

In order to correctly compare the tenders, the duly signed information or documents mentioned under point “3.4 Data to be included in the tender”.

Certified true and sincere,

First name:		Place:	
Last name:		Date:	
Duly authorised to sign this tender on behalf of:		Signature and stamp:	

6.4 Historical Financial Performance

The tenderer shall include in his tender (Audited balance sheets and optional proofs of additional financial resources) audited balance sheets for the last three years (2019-2021) to demonstrate the current soundness of the tenderer's financial position and its prospective long term profitability. If these are not yet available for the year 2021, (s)he shall declare them on honour and will have to provide the audited documents as soon as possible. Inaccurate declarations will be a cause of ending the contract, if awarded.

The tenderer must also complete the following table of financial data based on his annual accounts, using the annual exchange rates mentioned below:

Financial data	2019 [€]	2020 [€]	2021 [€]
Annual turnover, excluding this public contract ⁹			
Average annual exchange rates	1 ILS = 0.258 EUR	1 ILS = 0.255 EUR	1 ILS 0.262 EUR
	1 USD = 0.893 EUR	1 USD = 0.877 EUR	1 USD = 0.848 EUR

First name:		Place:	
Last name:		Date:	
Duly authorised to sign this tender on behalf of:		Signature and stamp:	

(S)he shall include in his tender a statement on the total turnovers achieved over the last three years, unless total turnover is mentioned in the approved Financial Statements that can be consulted via the digital portal (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out).

⁹ Last accounting year for which the entity's accounts have been closed.

6.5 Key proposed experts

The tenderer must complete the **tables on next pages**. Tenderers must provide in their offer the **CVs of the key experts proposed** for implementing this service contract. CVs of proposed experts shall be attached to the offer.

Nº	Staff Role within the team	Name of proposed expert	Years of relevant experience	Educational degree
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

6.6 List of equipment

Nº	Item	Description	Qty
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

6.7 List of the main similar services

The tenderer must provide in his/her 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.

N°	Description of the main similar services performed	Amount involved	Currency	Relevant dates in the last 3 years	Name of the public or private bodies
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

14					
15					
16					
17					
18					
19					
20					

6.8 Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations :

- 1) The tenderer or one of its ‘directors[1]’ was found guilty following a conviction by final judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or terrorist financing
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel’s Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel’s Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
- e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

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

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

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered ‘significant’.

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

- 7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

Date:	
Location:	
Signature:	

6.9 Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

Signature preceded by 'read and approved', in writing, and indication of name and function.

Date:	
Location:	
Signature:	

6.10 Selection file – economic and financial capacity

Economic and financial capacity – See Art. 67 of the Royal Decree of 18 April 2017

In one of the past three financial years the tenderer must have achieved a total turnover of at least **EUR 40,000** euros. He shall include in his tender a statement on turnover during the three past financial years, unless total turnover is mentioned in the approved Financial Statements that can be consulted via the digital portal (i.e. Financial Statements deposited with the National Bank of Belgium, in a full or shortened accounting scheme in which the option of turnover achieved has been filled out).

6.11 Selection file – technical aptitude

Technical aptitude: See Art. 68 of the Royal Decree of 18.04.2017

The tenderer shall dispose of his enterprise's technical equipment. The tenderer attaches to his tender a description of the measures he will operate to ensure quality along with a description of the means of study and research.

The tenderer shall dispose of staff that can perform the contract properly. The tenderer shall include in his tender an overview of staff that will be used for the performance of the contract. In this document the tenderer lists the staff members' **degrees** as well as their **professional qualifications** and experience.

List the references of services required that have been delivered over the last three years. The tenderer includes in his tender a list with the main services that have been delivered over the past three years including the amount and date as well as the public or private recipients. Service delivery is demonstrated by certificates drawn up or approved by the competent authority or, where the client was a private purchaser, by certification of the private purchaser, or by default, by a simple statement of the service provider.

In order to be selected for this contract, the tenderer must have **at least ten relevant contracts carried out in the past three years with minimum value of 2,500 euros** to the highest standard and to the client's full satisfaction.

6.12 Overview of the documents to be submitted – to be completed exhaustively

The following documents need to be provided as part of the tender:

1	<p>Technical offer, including:</p> <ul style="list-style-type: none"> - Company profile including past projects, productions, and customers. - Samples of your best productions, particularly animations, videos, photos stories, and visual production (on USB or a CD). Samples shall be well organized and categorized with a folder for each of the following categories (Maximum 2 samples - best productions - for each category): <ul style="list-style-type: none"> o Photography; o Video production; o Video editing; o Producing animations (2d); o Motions graphic. o Full event documentation; and o Producing photo stories. o Animation (2D). o Motion Graphic (2D). - CVs of team members who would be working on providing the needed media and production services. - List of all equipment and devices that the company has and can utilize in the delivery of these media production services. - Proposed technical approach for carrying out requested services.
2	<p>One original copy of the completed tender document signed, and stamped. The following forms need to be completed:</p> <ul style="list-style-type: none"> - 6.1 Identification forms - 6.2 Subcontractors - 6.3 Tender Forms – prices - 6.4 Historical Financial Performance - 6.5 Key proposed experts - 6.6 List of equipment - 6.7 List of the main similar services - 6.8 References - 6.8 Declaration on honour – exclusion criteria - 6.9 Integrity statement for the tenderers
3	Incorporation certificate from the competent authority.
4	Valid VAT clearance certificate.
5	Statement on the annual turnovers achieved during the past three financial years.
6	Declaration from a competent authority of not being in a situation of bankruptcy or insolvency.
7	Power of attorney empowering the person signing the tender on behalf of the company, joint venture or consortium, signed by the person(s) mentioned in the incorporation certificate (only needed if the person signing the tender is different).