



## **Tender documents**

Enabel in Palestine

Public services contract for “The design and supervision of a Public space in Sharafat in East Jerusalem”

Country/Territory: Jerusalem

Navision code: PZA170421T-10043

Tenderer (Company Name):

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# 1 General point

## 1.1 Deviations from the General Implementing Rules

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

§2. These tender documents derogate from Art. article 25§2 of the General Implementing Rules (see point 4.7§122 “The Contracting Authority acquires the intellectual property rights created, developed or used during performance of the contract.

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

§4. For domain names created under the contract, the Contracting Authority also acquires the right to register and protect them, unless otherwise stipulated in the contract documents.

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

§6. Performance bond (Art. 25-33)” p.23, to allow the participation of local tenderers.

## 1.2 Contracting Authority

§7. The Contracting Authority of this public contract is Enabel, Belgian development agency, further called “Enabel”, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

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

§9. For this public contract, Enabel is represented by Mrs. Christelle Jocquet, Resident Representative of Enabel in Palestine.

### 1.3 Institutional framework of Enabel

§10. The general reference framework under which Enabel operates is the Belgian Law of 19 March 2013 on Development Cooperation<sup>1</sup>, the Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup> as well as the Belgian Law of 23 November 2017<sup>3</sup> changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency.

§11. The following developments are also a leitmotiv in Enabel operations: We mention as main examples:

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones;
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>4</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: The United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>5</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.

### 1.4 Rules governing the public contract

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

- The Law of 17 June 2016 on public procurement<sup>6</sup>;
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts<sup>7</sup>;
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector<sup>8</sup>;

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<sup>1</sup> Belgian Official Gazette of 26 march 2013

<sup>2</sup> Belgian Gazette of 30 December 1998

<sup>3</sup> Belgian Official Gazette of 11 December 2017

<sup>4</sup> Belgian Official Gazette of 18 November 2008.

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

<sup>6</sup> Belgian Official Gazette of 14 July 2016.

<sup>7</sup> Belgian Official Gazette of 21 June 2013.

<sup>8</sup> Belgian Official Gazette of 09 May 2017.

- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts<sup>9</sup>;
- Circulars of the Prime Minister with regards to public contracts<sup>6</sup>.

## 1.5 Definitions

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

- Tenderer: The economic operator that submits a tender;
- Service provider: The tenderer to whom this service contract is awarded;
- Contractor: The economic operator that will be awarded the contract for the implementation of the works designed and supervised by the service provider;
- Contracting Authority: Enabel, represented by the Resident Representative of Enabel in the occupied Palestinian territory;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that (s)he has submitted;
- Tender documents: This document and its annexes and the documents it refers to;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all kinds of needs, including access for people with disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the Contracting Authority, or at the initiative of the tenderer;
- Option: an accessory element which is not strictly necessary to the performance of the contract but which has been introduced on demand of the Contracting Authority or on the initiative of the tenderer;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority;
- Litigation: Court action.

## 1.6 Confidentiality

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

§15. They will disseminate this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their

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<sup>9</sup> Belgian Official Gazette of 14 February 2013.

obligations in respect of the confidential nature of the information and that they will comply therewith.

## **1.7 Deontological obligations**

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

*§17.* For the duration of the contract, the service provider and its staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or service provider 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.

*§18.* Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the Contracting Authority during the investigation, the clarification, evaluation of tenders and applicants comparison procedures will lead to the rejection of the application or the tender.

*§19.* Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the Contracting Authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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

*§21.* The service provider of the public contract commits to supply, upon the demand of the Contracting Authority, any supporting documents related to the performance conditions of the contract. The Contracting Authority will be allowed to proceed to any control, on paperwork or on the site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the service provider having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

## **1.8 Applicable law and competent court**

*§22.* The public contract must be performed and interpreted according to Belgian law. The parties commit to sincerely perform their engagements to ensure the good performance of this contract. In



case of litigation or divergence of opinion between the Contracting Authority and the service provider, the parties will consult each other to find a solution. If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter. See also point 4.16§21 “The Contracting Authority has the right to change the initial tender unilaterally, if the following conditions are respected:

1° the scope of the contract remains unaltered;

2° the modification is limited to 10 % of the initial awarded amount.

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

§24. Litigation (Art. 73)”

## 2 Object and scope of the contract

### 2.1 Type of contract

§25. Public contract for services.

### 2.2 Object and scope of the contract

§26. This public services contract consists of “The design and supervision of a Public space in Sharafat in East Jerusalem”, in conformity with the conditions of these tender documents.

§27. The services comprise the preparation of the design, tender documents and other engineering and managerial services necessary to bring the work to the tender readiness state and providing management and site supervision for the works mentioned in the Terms of Reference and the attached Scope of the works.

§28. The services comprise the different items mentioned here below and further detailed in 4.12.4§154. When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the Contracting Authority, the latter may apply the measures as of right described in paragraph 2.

§29. However, the Contracting Authority may apply measures as of right without waiting for the expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§30. The measures as of right are:

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

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

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

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

§32. Performance modalities (Art. 146 and seq.), p.27.

## 2.3 Lots

§33. The contract has no lots, it is an indivisible single procurement contract. A tender for part of the contract is inadmissible.

## 2.4 Items

§34. This contract consists of the following items:

- Item 1 – Conceptual Design.
- Item 1 – Detailed design and preparation of tender documents.
- Item 2 – Works supervision and management

§35. Only the first item (conceptual design services) is determined. During the contract period, the Contracting Authority will be able to commit for additional orders for the detailed design and the supervision of the works (items 2 and 3). Such commitment will be made in writing.

§36. The first and second items of this contract (design services) are a lump-sum price contract, i.e. the global price is an all-in price which covers all the services concerned by the contract. The all-in price is based on a breakdown of the lump-sum price. The service provider will be paid for this item irrespective of the quantity actually supplied.

§37. The third item of this contract (supervision and management services) is a schedule of price (unit-price-based) contract, i.e. the global price is based on the estimated required months quantities. The service provider will be paid according to the quantities actually supplied, which depends on the duration of the works.

§38. The tenderer must submit prices for all items of this contract.

## 2.5 Duration

§39. The contract starts upon award notification and expires at the final acceptance (see point 4.12.4§154. When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the Contracting Authority, the latter may apply the measures as of right described in paragraph 2.

§40. However, the Contracting Authority may apply measures as of right without waiting for the expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§41. The measures as of right are:

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

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

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

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

§43. Performance modalities (Art. 146 and seq.)~~2728~~.

§44. In as far the threshold of this procedure is not exceeded, and in accordance with Article 57 of the Law of 17 June 2016, the Contracting Authority reserves the right to extend the public contract to similar services during a 3-year period starting from contract awarding.

## 2.6 Variants

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

## 2.7 Option

§46. The tenderer is required (obligatory option), under penalty of substantial irregularity of his tender, to submit prices for the detailed design and supervision and management of all works of the lots for which they submit an offer. Failure to comply with the minimum requirements results both in the substantial irregularity of the option and of the basic offer.

§47. However, the contracting authority maintains the right not to order some of these works supervision and management. See also 2.8 “Quantities” below.

## 2.8 Quantities

§48. The public contract’s minimum quantities (first item, fixed block) are mentioned under point 5 “Terms of reference”, p.34. Without prejudice to the possibility for the Contracting Authority to not to award certain items, and to terminate the contract if the services performed do not meet the requirements imposed or if they are not performed by the deadlines asked, by concluding this contract (at awarding) the service provider acquires the right to perform these quantities.

*§49.* Only the first item (conceptual design) is determined. During the contract period and in function of the evolution of the needs, the Contracting Authority will be able to commit for additional orders for the detailed design and supervision of the works of spaces (items 2 and 3). Such commitment will be made by registered letter and will be for the above-mentioned quantities at least. The Contracting Authority reserves the right to commit to the supervision of the works in certain spaces only or not to order the items 2 and 3.

## 3 Procedure

### 3.1 Award procedure

This contract is awarded in accordance with Art. 41, § 1 of the Law of 17 June 2016 pursuant to a negotiated procedure without publication.

### 3.2 Publication

§50. The contract notice is published:

- On Enabel website ([www.enabel.be/public-procurement](http://www.enabel.be/public-procurement)).

### 3.3 Information

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

§52. Until at the latest 7 calendar days (i.e. 18/4/2023 at 11:00) before the final date for receipt of tenders mentioned in **Error! Reference source not found.**, tenderers may ask questions about the tender documents and the contract in accordance with Art. 64 of the Law of 17 June 2016. Questions shall be addressed exclusively by email to: **Mohammed Dahlan** ([mohammed.dahlan@enabel.be](mailto:mohammed.dahlan@enabel.be)).

§53. They shall be answered in the order received. The complete overview of questions asked shall be available as of at the latest 5 calendar days (i.e. Thursday 20/4/2023 at 11:00) before the final date for receipt of tenders. Until the notification of the award decision, no information shall be provided about the evolution of the procedure.

§54. In order to submit a tender in due form, the interested tenderers shall download, fill electronically and then print, sign and stamp the tender documents at the following address:

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

§55. To be able to submit a tender in full knowledge of the facts, the Contracting Authority organises for tenderers **an online information meeting, interested tenderes may join using the following information:**

Date	Time	
17 <sup>th</sup> April 2023	14:00	<a href="#">Click here to join the meeting</a>

		<b>Meeting ID: 377 559 746 667</b> <b>Passcode: ATDuNc</b>
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The Contracting Authority also organises for tenderers, **a guided visit to the site**. Participation is optional but **highly recommended**.

Date	Time	GPS location	Address
17 <sup>th</sup> April 2023	10:00 AM	31.7410, 35.1948	The site is easily accessed from Dov Yosef Street on the entrance to Sharafat

§56. Transportation: interested tenderers need to ensure their transportation to the sites by their own means.

§57. The tenderer is supposed to submit his/her tender after reading and taking into account any corrections made to the contract notice or the tender documents that are published at the above-mentioned **website** and/or sent to him/her by electronic mail.

§58. To do so, when tenderers have downloaded the tender documents, they are requested to contact the above-mentioned official, to express their interest in participating in the tender, to provide Enabel with their contact details and to be informed of possible changes or additional information. Tenderers who have downloaded the tender documents are also advised to consult Enabel website ([www.enabel.be](http://www.enabel.be)).

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

## 3.4 Tender

### 3.4.1 Data to be included in the tender

- Identification form, see 6.1, p. 55
- Integrity statement for the tenderers, see 6.2, p.56
- 6.3Declaration on honour – exclusion criteria, see 6.3 p.57
- Power of attorney, 6.4, see p.59
- Incorporation certificate, see 6.5, p.60
- Certification of clearance with regards to the payments of social security contributions, see 6.5§178 6.6, see p.61
- Certification of clearance with regards to the payments of applicable taxes, 6.7, p.62
- Declaration from a competent authority of not being in a situation of bankruptcy or insolvency, see 6.8, p.62
- List of the main similar services, see 6.9, p.63
- Certificates of completion, see 6.10, p.65
- Certificates of completion

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

► Please insert after this page

- Financial offer & tender forms, see 6.10, p.65
- Methodology, see 6.12, p.68
- **Error! Reference source not found., see Error! Reference source not found., p.Error! Bookmark not defined.**
- CVs of all mentioned personnel, see 6.13, p.70
- **Error! Reference source not found., see Error! Reference source not found., p.Error! Bookmark not defined.**
- Subcontractors, see 6.14, p.71

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

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

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

§64. The tenderer clearly designates in his/her tender which information is confidential and/or relates to technical or business secrets and may therefore not be disseminated by the Contracting Authority.

### **3.4.2 Price determination**

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

§66. This contract is a mixed contract, in which some items are lump-sum and others are based on a schedule-of-price (for which only the unit prices are lump-sum and will be paid according to actual implemented quantities). The total price will be calculated by adding together the various prices of all items.

§67. For the lump-sum items (design phases), the service provider will be paid irrespective of the quantity actually supplied.

§68. For the schedule-of-price items (works supervision phase), the service provider will be paid according to the actual quantities (months) ordered and implemented, until the date of the provisional acceptance of the works. In case the service provider needs to be paid partially for the quantity (months) the service provided will be paid on the actual percentage of the quantity.

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

### **3.4.3 Elements included in the price**

§70. Except for VAT, the prices include all costs, taxes, duties and contributions of any kind for performing all tasks, duties, and responsibilities mentioned in the contract including the TORs, and namely:



§71. Fees, per diems, salaries, travel costs including parking costs or fines in Jerusalem and Jerusalem suburbs, insurance costs, security costs, magnetic cards / permits costs, communication costs (including phone calls and the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the Contracting Authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff, equipment and material expenses needed to perform the present contract (see table below), the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and costs for any possible intellectual property rights.

§72. The cost of attending the community involvement sessions is deemed included in the unit prices of item 1 (conceptual design).

§73. The cost of attending the information meeting and site visit and contributing to reply to the questions of potential tenderers during the procurement phase are deemed included in the unit prices of item 2 (detailed design).

§74. The cost of attending the pre-construction meeting is deemed included in the unit prices of item 3 (supervision and management).

§75. The cost of reviewing the final payment of the contractors is included in the unit prices of the monthly instalment for supervision. No additional payment will be made for such review, even if it takes place after the provisional acceptance of the works.

§76. The cost of the supervision during the defects liability period is also deemed included in the unit prices of the monthly progress payments of supervision. No additional payment will be made for this period.

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

#### **3.4.4 Period of validity**

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

### **3.5 Submission of tenders**

§79. The tender will be drawn up in 1 printed copy on A4 paper (printing in black and white and on both sides of paper is encouraged). Two electronic copies (the original editable pdf file as filled before printing and a scan of the printed, signed and stamped original copy) must also be submitted in one or more PDF files on a CD-ROM, DVD-ROM, USB flash memory or SD card. Each tenderer may only submit one tender.

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

§81. The signed and dated original will be sent in a sealed envelope mentioning: Tender - “The design and supervision of a Public space in Sharafat in East Jerusalem” and the contract number **(PZA170421T-10043)**.

§82. The tender must be received **before Tuesday 25<sup>th</sup> April 2023 at 11:00 AM** at the following address: Enabel, Belgian Development Agency, Consulate General of Belgium, 5 Baibars Street, Sheikh Jarrah, Jerusalem

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

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

§83. Offices can be reached on working days during office hours: from 8:30 AM to 03:00 PM.

§84. Any tender must arrive before the final submission date and time. Tenders that arrive late will not be accepted.

### **3.6 Amending or withdrawing tenders**

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

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

### **3.7 Opening of tenders**

§87. The tenders must be in the possession of the Contracting Authority before the final submission date and time specified in point 3.5 “Submission of tenders”. The tenders shall be opened behind closed doors.

### **3.8 Evaluation of tenders**

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

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

### **3.8.2 Access rights and selection criteria**

#### **3.8.2.1 Access rights**

§90. By submitting this tender, the tenderer certifies that (s)he is not in any of the cases of exclusion listed in point 6.3 “Declaration on access rights and exclusion criteria”.

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

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

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

#### **3.8.2.2 Selection criteria**

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

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

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

### **3.8.3 Regularity of tenders**

§97. Before proceeding to the evaluation and the comparison of the tenders, the Contracting Authority examines their regularity.

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

### 3.8.4 Negotiations

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

§100. The Contracting Authority may decide to conduct negotiations with the most advantageous tenderers. After these negotiations, the tenderers can submit a best and final offer (BAFO).

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

### 3.8.5 Award criteria

§102. The Contracting Authority selects the regular tender that it finds to be most advantageous, taking account of the following criteria:

#### 3.8.5.1 Methodology: 20 %

§103. The tenderer proposes a methodology based on the instructions given in the Terms of Reference (please read 3.2 Special requirements p.36 and 6.12 Methodology p.68).

§104. It is subject to evaluation according to the following sub-criteria:

1.	Eco-friendliness of the space	10 points
2.	Reduction of the needs and the cost of maintenance and prevention of vandalism	10 points

#### 3.8.5.2 Qualification and experience of key experts proposed: 40 %

§105. The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in point 5 “Terms of Reference” (5.13.1 Personnel for the design stage, p.53 and 1.6 “Personnel for management and supervision stage”, p.53) and they are subject to evaluation.

1.	Architect/Landscape Architect/Urban planner	20 points
2.	Accessibility and Safety Engineer	5 points
2.	Supporting staff	15 points

**Only tenders with total average scores of at least 40 points qualify for the financial evaluation.**

#### 3.8.5.3 Price: 40 %

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

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

### **3.8.6 Awarding the public contract**

*§107.* The contract will be awarded to the (selected) tenderer who submitted the most advantageous, possibly improved, tender on the basis of the criteria mentioned above. We need to point out though, that in conformity with Art. 85 of the Law of 17 June 2016, there is no obligation for the Contracting Authority to award the contract.

*§108.* The Contracting Authority can either renounce to award the contract, either redo the procedure, if necessary through another awarding procedure.

*§109.* The Contracting Authority maintains the right to award only a certain item or items.

## **3.9 Concluding the contract**

*§110.* Pursuant to Art. 88 (NPwithP) of the Royal Decree of 18 April 2017, the contract is formalized by the notification to the chosen tenderer of the approval of his tender. Notification is by scanned letter attached to an email, with acknowledgment of receipt by return of email.

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

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

## 4 Specific contractual provisions

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

§113. These tender documents do derogate from Art. 25-33 of the General Implementing Rules (see point 4.8 "Performance bond (Art. 25-33)").

### 4.2 Definitions (Art. 2)

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

### 4.3 Correspondence with the service provider (Art. 10)

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

### 4.4 Contract manager (Art. 11)

§115. The contract manager is Mr. Alexis Doucet, Intervention Manager, [alexis.doucet@enabel.be](mailto:alexis.doucet@enabel.be), with the assistance of the experts from Enabel's Infrastructure Unit.

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

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

§118. However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the competence of

the contract manager. For such decisions the Contracting Authority is represented as stipulated under point 1.2 “Contracting Authority”.

## **4.5 Subcontractors (Art. 12-15)**

*§119.* The fact that the service provider entrusts all or part of his commitments to subcontractors does not release him of his responsibility towards the Contracting Authority. The latter does not recognize any contractual relation with these third parties.

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

## **4.6 Confidentiality (Art. 18)**

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

## **4.7 Intellectual property (Art. 19-23)**

*§122.* The Contracting Authority acquires the intellectual property rights created, developed or used during performance of the contract.

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

*§124.* For domain names created under the contract, the Contracting Authority also acquires the right to register and protect them, unless otherwise stipulated in the contract documents.

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

## **4.8 Performance bond (Art. 25-33)**

### **4.8.1 Provision of a bond**

*§126.* In derogation of article 25§2 of the Royal Decree of 14/01/2013, the performance bond is set at 10% of the total amount, excluding VAT, of the contract. The amount thus obtained will be rounded up to the nearest 10 euros.



In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a collective performance bond. The performance bond may also take the form of a guarantee (see “Model of Proof of posting bond”) issued by a credit institution meeting the requirements of the law relating to the status and control of credit institutions, or by an insurance company meeting the requirements of the law relating to the control of insurance companies and approved for insurance branch 15 (bonds).

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

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

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

*§129.* The successful tenderer must, within 30 calendar days, as from the day of the awarding of the contract, furnish proof that (s)he or a third party has posted the bond by the written undertaking of the credit institution or the insurance company.

*§130.* This proof must be provided as applicable by submission to the Contracting Authority of the original of the written undertaking issued by the credit institution or the insurance company granting a surety.

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

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

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

#### **4.8.2 Failure to post the performance bond (Art. 29)**

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

*§135.* When, after notification of this failure by registered letter, the service provider has still failed to produce proof that the performance bond has been posted within a further period of 15 calendar days dating from the date of dispatch of the registered letter, the Contracting Authority may:



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

#### **4.8.3 Release of the Bond (Art. 33)**

*§136.* At the request of the service provider, the bond will be released:

- For half of its value: after provisional acceptance of the works,
- For the second half of its value: after final acceptance and at the latest at the expiry of 18 months after the implementation period of the contract.

### **4.9 Conformity of performance (Art. 34)**

*§137.* The services must comply in all respects with the contract documents. Even in the absence of technical specifications in contract documents, the services must comply in all respects with good practice.

### **4.10 Unforeseen circumstances (Art. 38/9)**

*§138.* As a rule, the service provider is not entitled to any modification of the contractual terms due to circumstances of which the Contracting Authority was unaware.

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

*§140.* In the event of default by the contractor implementing the works, especially in the case of the termination of the construction contract, the service provider will be paid up to this date which will be his price stated in his financial proposal and the service provider shall prepare the followings:

1. Final financial statement;
2. As built drawings;
3. Bill of quantities for the executed works;
4. Bill of quantities for the remaining works as in the original contract;
5. Any other operations and details necessary to close the project (details, reports ...etc.)

*§141.* In this case the service provider contract remains valid but suspended until another contractor commences the works, and at the same time the service provider's contract start again in the same conditions and prices.

### **4.11 Preliminary technical acceptance (Art. 41-42)**

The Contracting Authority reserves the right to demand an activity report at any time of the mission to the service provider (meetings held, persons met, institutions visited, summary of results,

problems encountered, and problems solved, deviation from the planning and deviations from the ToR...).

#### **4.12 Means of action of the Contracting Authority (Art. 44-51 and 154-155)**

*§142.* Failure of the service provider is not only related to services themselves but also to the whole of his obligations.

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

*§144.* In case of violation, the Contracting Authority can impose a set 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 successful tenderer hoped to obtain by offering the advantage to the employee. The Contracting Authority can decide independently about the application and the amount of this fine.

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

##### **4.12.2 Failure of performance (Art. 44)**

*§146.* The service provider is considered to be in failure of performance of the contract:

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

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

*§148.* The service provider shall repair the deficiencies without any delay. (S)he can assert his right of defence by registered letter addressed to the Contracting Authority within fifteen calendar days from the date of dispatch of the 'failure report'. His silence is considered, after this period, as an acknowledgement of the facts recorded.

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

#### 4.12.3 Fines for delay (Art. 46-154)

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

§151. Due to the specific importance of completing the **design phases** on time, in case it is not completed within the period set in point mentioned in 4.13.1 “Implementation period (Art. 147)”, p.28, the following fine will be applied as of right for every working day of delay without the need for notice, simply by the expiry of the period in question:

$$R = \frac{M \times n}{140}$$

Where:

R = the sum of the fines to be applied for a delay of n working days;

M = the initial amount of the item relative to the design phase;

n = the number of working days of delay relative to the design phase.

§152. The total of the compensation based hereupon cannot exceed 10% of the amount M as defined above.

§153. 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.

#### 4.12.4 Measures as of right (Art. 47-155)

§154. When upon the expiration of the deadline given in Art. 44, § 2 for asserting his right of defence the successful tenderer has remained inactive or has presented means that are considered unjustified by the Contracting Authority, the latter may apply the measures as of right described in paragraph 2.

§155. However, the Contracting Authority may apply measures as of right without waiting for the expiration of the deadline given in Art. 44, § 2, when the successful tenderer has explicitly recognized the deficiencies found.

§156. The measures as of right are:

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

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

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

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

## 4.13 Performance modalities (Art. 146 and seq.)

### 4.13.1 Implementation period (Art. 147)

§158. The services shall be performed within a period that is to be expressed in calendar days. This period starts 3 days after the date on which the service provider received the contract award notification letter containing the first commencement order.

### 4.13.2 Design phase

§159. The design services must be performed within **100 calendar days** (not including review periods by Enabel). The service must be performed from the date of the first commencement order.

§160. This phase is organized in three sub-phases, each leading to a deliverable, followed by a period of review and comments by the Contracting Authority and a new commencement order.

#	Step / sub-phase	Start (triggered by)	End (output)	Responsib le	Duration (calendar days)
1	Sub-phase 1: Community involvement and Conceptual design	Commencement order #1	Deliverable #1	Service provider	50
2	Review of conceptual design	Submission of deliverable #1	Commencement order #2	Contracting Authority	10
3	Sub-phase 3: Detailed design	Commencement order #2	Deliverable #2	Service provider	40
4	Review of detailed design	Submission of deliverable #2	Commencement order #3	Contracting Authority	10
5	Sub-phase 3: Final detailed design	Commencement order #3	Deliverable #3	Service provider	10

**Each subphase of the design period by the service provider is expressed in calendar days and not working days.**

§161. \* Review periods by the contracting authority are expressed in calendar days; these are to be considered as estimated minimum days and may be extended during periods of holidays.

§162. The order form is addressed to the service provider by scanned letter attached to an email.

§163. 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.

§164. In the event the acknowledgement of receipt of the order form is received after the period of two calendar 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 shall communicate to him in writing which extension of the period is accepted.

*§165.* When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the ordering service about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the services provider shall ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.

*§166.* Any delay in steps #2 and #4 above by the Contracting Authority will extend the total duration of the design phase by the same number of days. Such extension of time will not be considered as delay by the Contracting Authority under any penalty clause contained in the contract between the Contracting Authority and the Service provider. The Service provider shall not claim any additional expenses for the delay in #2 and #4 as the time required by the Contracting Authority to review and comment is considered as minimums.

*§167.* In case of delay in submittals by the Consultant, the Contracting Authority will impose a liquidated damage as stated in 4.12.2§146 “The service provider is considered to be in failure of performance of the contract:

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

*§168.* Any failure to comply with the provisions of the contract, including the non-observance of orders of the Contracting Authority, shall be recorded in a ‘failure report’, a copy of which shall be sent immediately to the successful tenderer by registered letter.

*§169.* The service provider shall repair the deficiencies without any delay. (S)he can assert his right of defence by registered letter addressed to the Contracting Authority within fifteen calendar days from the date of dispatch of the ‘failure report’. His silence is considered, after this period, as an acknowledgement of the facts recorded.

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

*§171.* Fines for delay (Art. 46-154)”, p.26. The Consultant is responsible for justifying any delay in his submittals subject to the approval of the Contracting Authority.

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

- For the site visits and the supervision of the works: in the site mentioned in the terms of references.
- For the community involvement sessions with the community and the Municipality: in the related entities’ premises and the site mentioned in the terms of references.
- For the design phases: in the service provider’s premises.

- For the presentation of deliverables to the Contracting Authority (if needed): at Enabel's or Bimkom's offices in Jerusalem.). See address in 3.5 "Submission of tenders", p.17

#### **4.13.4 Evaluation of the services performed**

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

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

#### **4.13.5 Liability of the service provider (Art. 152-153)**

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

§175. Moreover, the service provider shall guarantee the Contracting Authority against any claims for compensation for which (s)he is liable towards third parties due to late performance of the services or due to failure of the service provider.

### **4.14 General payment modalities (Art. 66-72 and 160)**

§176. The amount owed to the service provider must be paid within 30 calendar days with effect from the expiry of the verification period (see 4.15.2 "Acceptance of the services performed"), and provided that the Contracting Authority possesses, at the same time, the duly established invoice.

§177. The service provider shall send one copy of the invoice with a copy of the contract acceptance report to Enabel office in Jerusalem.

§178. The invoice will mention:

- "Enabel – The Belgian Development Agency"
- the name of the contract: Public services contract for "The design and supervision of a Public space in Sharafat in East Jerusalem"
- the reference of the contract followed by the sequential number of the progress payment: **"PZA170421T-10043 PP#X"**

§179. The invoice shall be in euros.

§180. In order for Enabel to obtain the VAT exemption and customs clearance documents from the Palestinian and/or Israeli authorities as quickly as possible, the original invoice and all ad hoc documents shall be transmitted as soon as possible before the provisional acceptance.

§1. No advance may be asked by the service provider.

#### 4.14.2 Payments for Design Works

§2. During the design phase, payment will be made only after final acceptance of the deliverables.

§3. The design price will be paid to the Consultant as a **lump sum** as stated in his financial offer as follows:

§4. Ten (10%) percent of each payment will be retained. This retention will be paid at the commencement of the construction works or six months after the completion of the design works whichever is earlier.

§5. Obligations of the service providers shall continue with the information meeting and site visits during the procurement of the works. The fees of these services are considered to be included in the prices of the Consultants for item 1.

#### 4.14.3 Payments for Management and Supervision Services

§6. During the works supervision and management phase, service payments will be paid to the Consultant in monthly instalments (progress payment) based on the price as stated in the financial offer (daily rate) and their timesheets. **The daily rate is considered for a full working day of 8 hours.**

§7. Eligibility of Payment. Payment will be eligible and start at the date of commencing the construction works issued to the contractor.

§8. The date of commencement for the Consultant shall be the same commencement date of the construction work issued to the contractor for each individual site.

§9. The price will be paid as in the service provider's financial proposal, according to each staff rate, and until the completion of the construction works of that site. The service provider shall provide time sheets for all staff.

§10. The Contracting Authority has the right to reduce the number and type of personnel of the Service provider as it is deemed necessary by the Contracting Authority and the service provider shall accept this reduction of staffing. Personnel and staff members reduced will not be paid by the Contracting Authority. Rates mentioned in the financial offer will be applied in this case. This reduction may and/or may not reduce the obligations of the Service provider.

§11. In all cases of delay the service provider shall be paid as stated in his financial proposal (Both Costs and Conditions)

§12. Obligations of the service providers shall start with the attendance to the pre-construction meeting and continue up to the date of issuing the Final Acceptance Certificates. The fees of these services are considered to be included in the prices of the Consultants for item 3.

§13. Informing the Contracting Authority at 80% Due. The Consultant shall inform the Contracting Authority in writing as soon as 80% of his prices are becoming due (not necessarily paid). It is the responsibility of the Consultant to inform the Contracting Authority of the date of expiration of his contract at least one month prior to its expiration date and propose any extension.



The Consultant will not be paid if (s)he continues providing his services without the written consent of the Contracting Authority.

*§14.* **Interim Payments to the Consultants.** Interim payments to the Consultants will be made upon the receipt of the following documents:

1. Approved payment certificate and/or updated executed works sheets of the contractor
2. Payment request by the Consultants
3. Progress reports
4. Site meeting minutes
5. Deduction at the source certificate
6. Formal invoice
7. Time sheets of the staff members
8. Technical reports for the electrical & mechanical engineers site visits (if requested)

*§15.* **Final Payment of the Consultants.** The final payment to the Consultants will be made upon the receipt of the following documents:

- Approved final payment certificate of the contractor
- Final payment request by the Consultants
- Declaration of final payment
- Final report
- Provisional Acceptance Certificate
- Site meeting minutes (if applicable)
- Deduction at the source certificate
- Formal invoice
- The maintenance guarantee
- Other requirements requested by the donor
- The final payment of the Consultants will not be paid unless the final payment of the contractor with all supporting documentation, is submitted to the Contracting Authority, checked and approved
- Submitting all updated drawings including VOs and all necessary information for the database.

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

*§16.* A representative of the Contracting Authority shall closely follow up the contract during performance (see point 4.4 “Contract manager (Art. 11)”).

##### **4.15.2 Acceptance of the services performed**

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

*§18.* Provisional / final acceptance(s) shall be provided upon completion of performance of the services as mentioned in the Terms of Reference (see also point 4.14 “General payment modalities (Art. 66-72 and 160)”).



§19. Upon expiration of the thirty-day period following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report shall be drawn up.

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

#### **4.16 Modifications to the contract (Art. 37-38 and 151)**

§21. The Contracting Authority has the right to change the initial tender unilaterally, if the following conditions are respected:

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

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

#### **4.17 Litigation (Art. 73)**

§23. This contract and all legal consequence that might ensue fall fully within the scope of Belgian law. In case of litigation or divergence of opinion between the Contracting Authority and the service provider, the parties will consult each other to find a solution.

§24. If agreement is lacking, the competent courts of Brussels shall have exclusive jurisdiction over any dispute arising from the performance of this contract. French or Dutch are the languages of proceedings.

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

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

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

## 5 Terms of reference

### 5.1 Project background

RiSE (Resilience in Schools of East Jerusalem) project has been signed with the European Union in July 2019, with a retroactive starting date set to 1st June 2019. This project is co-funded by the EU and the Belgian Government through the ongoing School 4 project.

Within the project 16 schools have been retrofitted, including an integral educational approach to foster life skills amongst students in East Jerusalem. Moreover, 5 public and semi-public spaces are planned to be designed and implemented with the active participation of the school and the local community.

The general objective is to strengthen the resilience of the community in East Jerusalem by improving access to education and public infrastructure.

The planning and distribution of public space is no exception and, together with solid waste management, may be one of the most visible aspects of discrimination, with a great abundance of high quality public squares, parks and playgrounds in West Jerusalem and the settlements in the East, and a virtual absence of any planned such amenities in the neighbourhoods where Palestinians reside and live.

While the fate of Jerusalem as a permanent status issue is subject to the outcome of bilateral negotiations between Israelis and Palestinians, improving the lives of the Palestinian communities for the years to come remains an urgent priority, and this goes through, among other things, improving the public realm, as is proposed in Result 3 of this project.

However, public places deserve and need to be more than just well-designed physical locations provided by the local authorities to their citizens, or by external actors when the Municipality fails to fulfil its legal duties. They should be locations where communities come alive, where bonds among neighbours are strengthened and where a sense of belonging is fostered. They should be locations that spark economic development and drive environmental sustainability.

This implies creating or developing these public spaces around the specific needs and desires of the community. For this reason, this project aims to build on existing opportunities and informal and community-based initiatives that will be identified.

In the tightly controlled areas of East Jerusalem as the ones situated within the limits of the Municipality of Jerusalem<sup>10</sup> and on the west side of the annexation wall<sup>11</sup>, it is risky to intervene on the public realm without obtaining some sort of prior consent (formal or not) from the Municipality.

Two approaches will therefore be used, which will depend on the kind of neighbourhood where the sites will be chosen:

1. Public spaces: for maximum two public spaces, coordination will be sought with the Municipality, to ensure a smooth implementation and prevent risks of demolitions, to ensure their commitment on their maintenance, and, based on recent experiences<sup>12</sup>, to try and push the Municipality to co-finance the works by providing the basic network infrastructure and

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<sup>10</sup> As unilaterally defined by the Knesset on 30 July 1980

<sup>11</sup> Some areas of the Municipality are situated on the other side of the wall

<sup>12</sup> Two public spaces have already been jointly developed with the Municipality by UN-Habitat with the help of Bimkom

levelling.

2. Semi-public spaces: the project will seek to open privately-owned spaces such as the restrictive spaces of the school courtyards or Community-Based Organizations (CSOs) premises to the public (for the schools, outside of school hours). Indeed, these spaces have a great potential in terms of physical infrastructure but remain closed to the public even when they are not used, due to management reasons and out of fear of vandalism. Experience shows that this doesn't prevent these spaces to be frequently used by the students or neighbours in the afternoons, who climb on the fences. Developing such courtyards as semi-public spaces, i.e., to be used by the school during school hours and by the general public the rest of the time, offers the potential to maximize the benefit of the investments in the infrastructure while taking advantage of these scarce open areas and intervening with more flexibility, as landscaping works and equipment in private spaces do not require specific administrative approvals.

## 5.2 Objectives

### 5.2.1 General objectives

The general objective of this consultancy is “the design of a public space in Sharafat neighbourhood in East Jerusalem”.

This consultancy will be in close coordination with **Bimkom- Planners for Planning Rights**, a human rights NGO, who are providing support to develop public spaces for Palestinians in East Jerusalem. Bimkom provides project oversight, community involvement and negotiates with the Municipality. They are responsible for the coordination of the program definition, community involvement, design process, negotiation with municipal authorities and supervision of works of the public spaces.

The consultant will be responsible for providing the design of the physical space based on the instructions of the Contracting Authority and Bimkom.

The consultant is expected to take part in meetings with the Municipality and the community to gather their needs and ideas

§27. The objectives of this local consultancy services are:

- To review the viability and the feasibility of these works;
- To assist the Contracting Authority to prepare these works to tender readiness state;
- To design and prepare detailed execution drawings and tender documents for these works;
- To assist the Contracting Authority in the evaluation of tenders received and the selection of contractors to execute the works;
- To ensure that the works are carried out in a timely manner and that the funds are disbursed as planned with no delay;
- To ensure that the project is implemented in accordance with the Donor's rules;
- To ensure that the works are executed according to the engineering plans, specifications, Special and General Conditions of Contract and other contract documents;

- To ensure that the works are well controlled in terms of quality of workmanship, material, etc.;
- To ensure that the cost of works of each individual contract is controlled without exceeding the allocated budget;
- To provide the Contracting Authority with technical and financial reports when requested regarding the progress of the works and the conditions of the site, investigate the obstacles and recommend practical remedies;
- To strengthen the contractual and legal relations among the Contracting Authority, the Consultants and the Contractors;
- To ensure that the coordination among and with other parties involved is carried out according to the TOR and the contract conditions of each individual party for the benefit of the project with no contradictions.

### 5.2.2 Special requirements

§28. In accordance with the expected results of the project, 3 main criteria shall guide the innovations brought in the design of the spaces:

1. Eco-friendliness of the spaces and the works;
2. Reduction of the needs and the cost of maintenance;

§29. For each of these criteria, the service provider will have to propose design innovations, based on lessons learned from existing practices, as detailed below.

#### 5.2.2.2 Eco-friendly spaces

§30. In view of latest developments it is essential that the design of all spaces is strongly influenced and determined by the need to achieve improved energy efficiency. This will include both passive and active measures, including technologically appropriate alternative technologies, renewable energies, etc. A main focus will be on the prevention of heat infiltration in summer (using shading devices or trees), heat loss in winter through better air tightness and insulation, solar water heating, rainwater harvesting, reuse of grey water, etc.

§31. Existing vegetation, especially trees, have to be maintained and the vegetation has to be protected during the construction.

§32. The use of local materials shall be privileged and for any imported material, a local alternative shall be at least studied, if not chosen.

§33. Natural and low-footprint materials shall also be given a preference (e.g. natural painting without solvents, etc.).

#### 5.2.2.3 Low-cost maintenance

§34. The issue of maintenance and **maintenance-friendliness** is of paramount importance in the design of the spaces.

§35. It has been observed that public spaces in East Jerusalem are especially prone to damage or **vandalism**. While this can sometimes be dealt with awareness raising, this risk has also to be taken into account as a fact during the design and implementation of the works, by combining creative approaches of durable protections and/or psychologically-aware design. For example, it has been studied that in the field of public transports that certain kind of surfaces are more prone to graffiti than others, with successful use of alternative materials.

§36. It is also believed that the participation of the community during the design, or whenever possible even during the implementation, can increase their sense of ownership, reduce the risk of vandalism and globally improve maintenance.

### 5.3 Scope of the intervention

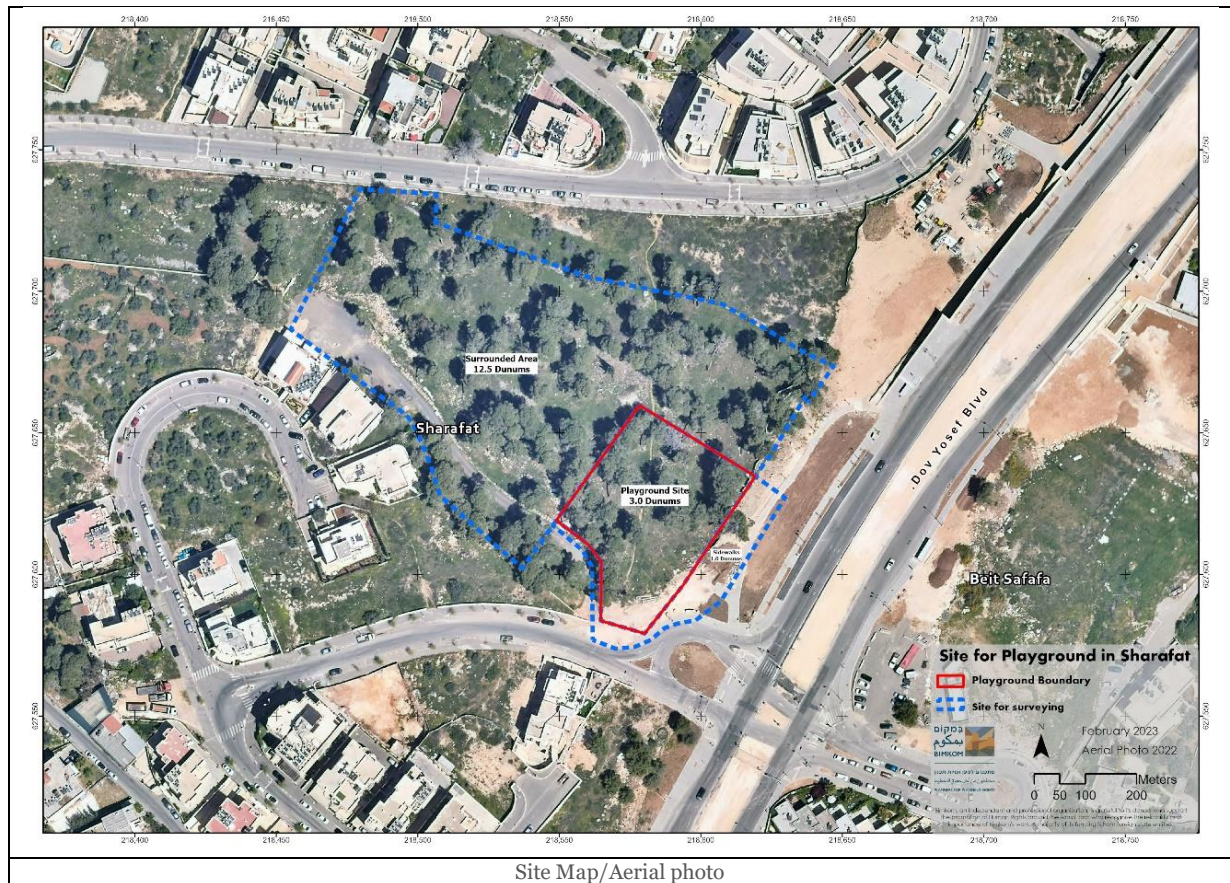
§37. The scope can further evolve during the community involvement sessions. Some needs might also appear during the service provider's inspection of the site at the beginning of the design. The site is planned to be used by the community in Sharafat, including all age groups.

#### 5.3.2 Site location and description

§38. The site is located in Sharafat Neighbourhood in East Jerusalem. Bimkom had identified this neighborhood as a priority location because it is quickly growing and densifying yet does not have any public playground.

§39. The area to be designed is approximately 3 donums (please see the map below). The GPS coordinates are 31.7410, 35.1948. It is located near the recently built street of Al-Nabi Younes and Dov Yosef Street. The site easily accessible from Sharafat and its surroundings. It is surrounded by Dov Yosef street from the east, Al-Nabi Younes on the south and Al-Batn street in the north. An existing pedestrian path is crossing the site, connecting Al-Nabi Younes and Al-Batn streets. The site will be accessible by the light rail in the future years, it is also accessible by bike lanes through Dov Yusef street.





### 5.3.3 Applicable standards

§40. The Service provider shall prepare the bidding documents in accordance with all local and international applicable codes, standards and regulations for public spaces.

§41. This includes (non exhaustively):

- Environmental design standards
- Accessibility standards
- Israeli civil defence standards
- Specific standards requested by the Israeli Municipality of Jerusalem and “Teken” standards inside Jerusalem.

## 5.4 Programming, program analysis and design phase

### 5.4.1 Community involvement and Conceptual design Phase

§42. Review and coordinate the data contained in the Scope of the Intervention, consult with the Contracting Authority and Bimkom when required and visit the project site to obtain a thorough understanding of the existing conditions.

§43. This phase also includes **meetings with the community to collect their needs and ideas**. Please also see (§69 According to Art. 37 of the Royal Decree of 18 April 2017, the Contracting

Authority may for the purpose of verifying the prices carry out an audit involving any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

§44. Elements included in the price, p.16).

§45. This phase also includes providing a proposal of list of innovative practices that can be integrated in the spaces' design. These may include new applicable norms and standards (safety, accessibility), materials, shapes and ideas that can make the spaces more environmentally friendly and improve maintenance. Each innovation shall be accompanied by a sketch from the architect. This phase will also include the program for the design of the use of space (play equipment, sport equipment, BBQ space, etc).

§46. The Consultants shall gather any additional data that is needed for project design and preparation of tender documents. The Consultants shall confirm that the projects are justifiable and feasible for implementation within the approved budget allocation.

#### 5.4.1.2 First deliverable

§47. Provide a **program analysis report** containing the coordinated project scope supplemented by all other information necessary to form a complete basis for the project design, including a detailed list of interventions with a price estimate. This report shall detail all innovations proposed, all elements proposed by the end-users during the previous workshops and include several scenarios matching with the global budget of the intervention. (soft copy in editable format and pdf).

§48. After being reviewed by the Contracting Authority, this conceptual design should be presented to the community and Municipality or other representatives to give them some feedback on their proposals and collecting further comments from them.

§49. The Consultants shall not proceed beyond conceptual design until provided with a written approval of the Contracting Authority which shall include all agreed upon revisions to the conceptual design submittal.

### 1.1 Detailed design phase

§1.1.1 The detailed design phase consists of the preparation of the detail design submittal based on the accepted and modified program analysis phase (conceptual design). Submittal shall illustrate the integration of the project scope statement, of all norms and standards and identified works of the assessment within the reality of the existing building and site elements. Identify materials and specify performance characteristics and quality standards.

#### 5.4.1.3 Second deliverable

§50. Requirements for the preliminary design submittal (deliverable #1) include the followings:

- Volume I: Updated Program analysis report
- Volume II: General and Particular Specifications.
- Volume III: Drawings
  - Architectural drawings
  - Mechanical drawings
  - Electrical drawings
  - Structural drawings (if needed)

Each set of discipline drawings should be separated from each other & Book of Details for the mentioned divisions.

- Volume IV
  - Bills of Quantities: (excel sheet) of the priced BOQ.
- Volume V: Proposed Construction Program for the project, including establishing the duration of works for each subplot, which shall be used for purpose of defining the period for both the supervision by the tenderer and implementation of works by the future contractor. Schedules may be in bar chart, arrow diagram, another approved format and shall include the critical path analysis.

*§51.* The Service provider shall submit to the Contracting Authority electronic versions only of the above-mentioned documents, with a soft copy in relevant editable formats—.dwg, .xls and .doc and non-editable in .pdf format. The .pdf version of the plans shall be produced as if printed, using the relevant paper size and diverse line thicknesses. The files can be submitted by internet transfer or on a hard support (CD, DVD, USB flash memory, memory cards or external HDD).

*§52.* The Contracting Authority will review all the documents and inform the Consultant in writing, of any comment.

*§53.* The Service provider shall reflect all the agreed comments with the Contracting Authority on all tender documents, specially the drawings and the Bill of Quantities.

#### **5.4.1.4 Third deliverable**

*§54.* After making all corrections, the Service provider shall prepare and submit the corrected final detailed drawings, Bill of Quantities and other tender documents in only one copy, after which the service provider will get the written approval and submit the specified below for the project:

- Volume I: General and Particular Specifications.
- Volume II: Drawings
  - Architectural drawings
  - Mechanical drawings
  - Electrical drawings
  - Structural drawings (if needed)

Each set of discipline drawings should be separated from each other & Book of Details for the mentioned divisions.
- Volume III
  - Bills of Quantities: (excel sheet) of the priced BOQ.
- Volume IV: Proposed Construction Program for the project

*§55.* For each volume, the service provider shall submit:

- An **Electronic copy** of all the above-mentioned documents (in relevant editable formats—.dwg, .xls and .doc—AND in non-editable pdf format). The .pdf version of the plans shall be produced as if printed, using the relevant paper size and diverse line thicknesses. The files can be submitted by internet transfer or on a hard support (CD, DVD, USB flash memory, memory cards or external HDD).
- **One printed copy** in A3 format of all above-mentioned documents, dated, sealed and signed by the Service provider according to the following criteria (Approved by, checked by, designed by, Drawn by).



§56. The programs used in design should be considered and approved by the Contracting Authority.

#### 5.4.1.5 General drawings specifications

§57. **Drawings shall comply with all municipal requirements.**

§58. Drawings shall always be drafted on real size scale (including site layout plan and the book of details).

§59. They shall be prepared for printing in **drawing layout sheets**, using A3 or another appropriate paper format depending on the scale, scaling the models accordingly in these sheets. Line thicknesses can be defined per each line, in the layers properties or by color, using a pen assignment file. Dimension styles shall be defined so as to show on the appropriate scale in the layouts for printing.

§60. The title block shall be drawn in the layout sheets only. It shall appear at the bottom right hand side of the layout and include:

- The Contracting Authority on the top broad line;
- The project name and tender number (to be provided by the Contracting Authority).
- The drawing name and number.
- The donors names (to be confirmed by the contracting authority).
- All other necessary information

Note: A template for the drawing sheet frame will be provided by the Contracting Authority.

Due to the need to produce the drawings in Hebrew language for the Municipality, an English or Arabic translation (simple, not certified translation) of the drawings should be prepared for presenting to the Contracting Authority and during the community involvement sessions and review periods.

§61. All layouts shall contain a graphic scale. Each plan sheet shall indicate north arrow.

§62. Larger scale plans of special areas shall be provided as necessary to show details of the work.

§63. All details shown on drawings shall be applicable to the project.

§64. Designation for sections, details, etc. shall denote detail and sheet number on which it is cut and sheet number on which it is detailed.

§65. Items shown on the drawings that are not a part of contract shall be **labeled as NIC (not in contract)**.

#### 5.4.1.6 Architectural drawings (A)

§66. Site Layout (Site Development Plan) (where needed)

- Scale: 1/200
- Topographic site layout (existing)
- Access roads.
- Parking, entrances etc.

- Topography – show all new topography, contours, grades and levels.
- Sport facilities - Basketball, Volleyball, Soccer, gathering yard, urban furniture, etc.
- Planting & Green area.
- Boundary walls and limits of the contract.
- Profiles and cross sections for sidewalks and curbs and details of expansion joints.
- Show Full Dimensions.

§67. Architectural Details

- Scales: 1/50, 1/20, 1/10, 1/5
- Flooring
- Protection rails, handrails, etc.
- Finishing Works Schedules
- Exterior Works Plans and Details.
- All architectural details shall be included in the Book of Details.

**5.4.1.7 Structural Drawings (S) (if needed)**

§68. Structural general notes which shall also include governing structural code, design loads, net allowable soil bearing capacity, strength of all structural materials and general details

§69. Schedule (as required) footings, columns, beams girders, slabs, lintels and reinforcement.

§70. Plans for the structural details of the exterior works (retaining walls with grouped sections, boundary walls, metal structures, reservoirs, tanks .etc). Retaining walls shall be drawn on the site plan showing the height and length of each section.

§71. All structural details shall be included in the Book of Details.

**5.4.1.8 Mechanical Drawings (M) where needed**

§72. Mechanical drawings will include:

1. General notes and Legends
2. Drainage Plans. Also showing invert elevation of all sewers, manholes and catch basins, frame and grade elevation of manholes and catch basins.
3. Drinking fountain and details

§73. All mechanical details shall be included in the Book of Details.

**5.4.1.9 Electrical Drawings (E) where needed**

§74. Electrical drawings will include:

1. General notes & legend at all plans
2. Electrical site plan
3. Lighting plan
4. Electrical manholes
5. Power layout with dimensions.
6. Main and sub-main distribution boards with single line diagram.
7. Wiring devices schedule.

8. Earthing system with details.

§75. All electrical details shall be included in the Book of Details.

## 5.5 Review of design

§76. The Contracting Authority will schedule design review submittals and/or review meetings required by the Manual.

§77. The review of these documents by the Contracting Authority does not constitute a complete and exhaustive review. The Contracting Authority reviews the documents for general compliance with the program objectives, design standards and contract requirements.

§78. The Contracting Authority's acceptance of these documents does not relieve the Service provider of any of its legal and technical responsibilities.

### 5.5.1.2 Review Process

§79. The Service provider shall submit documents for review as required hereinafter.

§80. Review comments prepared by the Contracting Authority will be provided to the Service provider at or prior to the review meetings. When a meeting is not required, comments will be transmitted to the Service provider by the Contracting Authority representative. All key design staff and the Service provider shall attend the review meeting(s).

§81. The Contracting Authority will, in writing or at the review meeting, provide notice of the acceptance of the review documents or issue instructions regarding required rework. If the required corrections are minor, the Contracting Authority may conditionally accept and authorize the Service provider to proceed to the next review phase.

§82. **All Documents are the Property of the Contracting Authority.** In case that the comments of the Contracting Authority are mentioned on the documents submitted by the Consultant, then it is the responsibility of the Consultant to copy these comments.

## 5.6 Tendering phase

### 1.2 General

§83. All tender documents require the approval of the Contracting Authority prior to the Service provider printing the documents. Upon approval the Service provider shall sign, seal and date drawings and other documents. Dates shall reflect the most recent state of completion.

§84. The Service provider might be requested to conduct a pre-qualification process for the Contractors. When requested such, the Service provider shall perform this pre-qualification with no additional cost.

§85. **Site Visit:** The Service provider shall arrange and attend the site visit, record all questions and answers and prepare minutes to be discussed at the information meeting.

### **1.3 Information Meeting**

§86. The Service provider shall prepare for and attend the information meeting with all engineers participating in the preparation of the project.

§87. The Service provider shall record the names of individuals, and the names and addresses of their respective firms of all persons in attendance. This list shall be compared with the list of the Tenderers who purchased the tender documents.

§88. The Service provider shall record the minutes of the information meeting, listing all questions and all responses to those questions and all clarifications and modifications.

§89. The Consultant shall assure that the minutes of the meeting are issued to all Tenderers and all persons attending the information meeting, but are not to be included as part of any subsequent addendum.

### **1.4 Addenda**

§90. The Service provider shall prepare all required addenda.

§91. All addenda shall be sequentially numbered and dated.

§92. All addenda, including revised drawings and sections, must be approved by the Contracting Authority prior to the distribution to the Tenderers. The Service provider shall allow sufficient time for the Contracting Authority review and approval.

§93. The drawings shall have the changes clearly noted and identified. Make notation in the revision column of the drawing indicating the change letter, the date of the change, and a brief description of the change.

§94. All changes shall be incorporated into the original drawings. Changes are not to be issued from marked up or copies or additional drawings.

§95. The Service provider shall provide the Contracting Authority with one copy of the drawings and other tender documents which reflects all addenda issued. This copy shall be sealed, signed, dated and marked with "FOR CONSTRUCTION" not later than 2 weeks after information meeting.

### **1.5 Tender Opening and Analysis**

§96. The Service provider shall attend the tender opening for the project unless specifically excused by the Contracting Authority.

§97. The Service provider shall review all unit prices submitted and provide written recommendation or rejection.

§98. The Service provider shall provide assistance to the Contracting Authority to identify the apparent successful Tenderers.

## **5.7 Construction phase**

### **5.7.1 Contracting Authority Representative**

*§99.* The Service provider shall consult and advise the Contracting Authority and act as the Contracting Authority representative as provided in the tender documents of the construction works and herein the Contracting Authority instructions to the contractors may be issued through the Service provider who shall have authority to act on behalf of the Contracting Authority to the extent provided in this document and the tender documents of the construction tender.

### **5.7.2 Contract Documents**

*§100.* The Service provider shall review the contract documents specially the drawings & BOQ and shall assure that no contradiction appears between the different tender documents, the service provider shall also revise the quantities to ensure that they are accurate. The service provider shall return back the documents revised and modified with illustration sheet/s within ten (10) days of their handing over the tender documents from the Contracting Authority. The contractor shall not commence the works without the documents stamped and dated “Issued for Construction”.

### **5.7.3 Pre-Construction Meeting**

*§101.* The Service provider shall schedule and arrange a pre-construction meeting before the commencement of the construction works. Attendance is mandatory for the Service provider and the Contractors.

*§102.* The minimum agenda of the meeting will consist of explanation of construction procedures, certain conditions of contract, pay request application procedures and documentation to be supplied by the contractors and material suppliers in support thereof. The Service provider will also explain requirements for submittal of shop drawings, samples and product data, requests, and specific safety/security procedures.

### **5.7.4 Site Handing Over and Commencement of Works**

*§103.* The Service provider shall hand over the sites to the Contractors and submit a handing over report to the Contracting Authority signed by all parties

*§104.* The Service provider shall issue the order to commence the works upon assuring that the Contractor has fulfilled his prior contractual obligations and identify the exact date for starting the works;

*§105.* The Service provider shall follow up with the Contracting Authority and the related authorities to assure that the sites are clear of any obstacles which might affect the progress of the works before issuing the order of commencement.

### **5.7.5 Contractor submittals/Shop Drawings, Product Data, Samples**

*§106.* The Service provider shall review and monitor all required submittals for timeliness and conformance with the contract documents and project schedule. The service provider shall review and respond to submittals within 7 calendar days.

*§107.* Each submittal shall be stamped, dated, and either initialed or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.

*§108.* The Service provider shall only review those materials and equipment specified in the contract documents. The Service provider shall not make changes in the contract requirements through the review of submittals.

*§109.* If in reviewing the submittals the Service provider determine that contract changes are required, notify the Contracting Authority and request approval of the required change prior to returning the submittal to the contractor. The submittal shall then be returned to the contractor with the note that a variation (change) order request is contemplated.

*§110.* No work requiring review of submittals shall be commenced without the Service provider approval. The Service provider shall notify the contractor to cease the work until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.

*§111.* The Service provider shall be responsible to expedite the reply of the Contracting Authority to any request submitted to it for approval.

#### **5.7.6 Construction Schedule**

*§112.* According to the conditions of contract the contractor shall submit a construction schedule within the time limit specified therein. The service provider shall review and approve the construction schedule for compliance with the contract requirements. Schedules may be in bar chart, arrow diagram, other approved format and shall include the critical path analysis and the time for submitting shop drawings, product data and material samples and the forecasted cash flow.

#### **5.7.7 Contractor Payment and progress payment meetings**

*§113.* The contractor shall submit maximum one interim payment application/month which reflects the progress of the work.

*§114.* The Service provider shall review and certify contractor's applications for payment within one week from the contractor's submittal date, any modification to the payment should be sent back to the contractor in a formal manner, the service provider shall maintain records of payments and contract balances and all proposed and approved changes thereto. Reviewing and certification shall be made according to the conditions and terms of the construction contract. After reviewing the Service provider shall seal the payment request with "We certify that all works mentioned in this payment application have been executed according to the conditions of the contract and up to our satisfaction" and submit the request to the Contracting Authority.

*§115.* The Service provider shall insure that the payment request is complete and in compliance with the requirements and procedures of the Contracting Authority and the Donor.

*§116.* The Service provider shall check all the quantities executed according to the contract and be responsible for their accuracy. When required by the Contracting Authority, the quantities mentioned in the contractor's payment request shall be accompanied with illustrating shop drawings.

*§117.* Contractor's payment request shall be prepared in one copy and one electronic copy for the quantities calculations.

*§118.* A progress/Pay meeting may be requested by the Contracting Authority. Attending the meeting shall be mandatory for the Service provider and the contractor. The minimum agenda for the meeting will consist of reviewing contractor's progress, noting projections for work to be completed in the next month and comparing this information to the current approved project construction and submittal schedule, reviewing and reconciling contractor's pay applications and discussing of project problems and solutions and proposed contract changes

*§119.* All instructions issued by the Consultant to the contractor regarding the inaccuracy, incompleteness and/or noncompliance of the payment request shall be in writing. A copy of these instructions shall be attached to the certified payment requests submitted to the Contracting Authority for payment

*§120.* If the payment is approved by the service provider and submitted to the Contracting Authority, it is assumed that all necessary corrections and modifications are made. If not, the service provider shall be responsible for these errors and the Contracting Authority will deduct an amount of 50 EURO for each inaccurate submittal by the service provider.

#### **5.7.8 Interpretations**

*§121.* When requested by the Contracting Authority or a contractor, the Service provider shall provide interpretation of the contract documents. The Service provider shall prepare and distribute supplementary drawings, specifications and instructions as necessary to communicate the interpretation. The Service provider shall be responsible to expedite interpretations and clarifications.

#### **5.7.9 Variation (Change) Orders**

*§122.* Specific procedures, general information, and standard forms for preparing and processing construction contract changes or variations might vary from project to project depending on the donor's conditions. The Service provider shall follow up these conditions when issuing variations.

*§123.* Request for a variation may be initiated either verbally or in writing. Contractor's requests shall be directed to the Service provider who in turn will notify the Contracting Authority of the request. Only the Contracting Authority can authorize the Service provider to prepare a request for variation order.

*§124.* The Service provider shall prepare a variation order including the following package:

1. Drawings
2. Items specification and cost
3. Cover letter explaining the need for the change.
4. Forecast to check that budget may be available.

*§125.* The Service provider shall review the contractor's proposal for variation orders for completeness and conformance with the V.O. procedures and the contract documents. When the variation orders require additional clarification or additional back-up, the Service provider shall



obtain such information from the contractor prior to forwarding the variation order package to The Contracting Authority.

*§126.* The Service provider shall recommend issuance of a variation order to the Contracting Authority. Recommending issuance shall mean that the Service provider has reviewed all quantities, prices and other data in the contractor's proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.

*§127.* The Service provider shall be responsible for obtaining the signatures of the contractor prior to forwarding the variation order package to the Contracting Authority.

*§128.* When requested by the Contracting Authority, the Service provider shall attend the meeting of the Variation Orders Committee to explain and defend any variation orders presented for Committee's approval.

*§129.* The variation order may be initiated by the Service provider. In this case the procedure explained above shall be followed.

*§130.* The Service provider shall review time extension requests and make their recommendations within a reasonable time to the Contracting Authority.

*§131.* No Variation shall be executed without the written approval of the Contracting Authority.

#### **5.7.10 Financial Control**

*§132.* The service provider shall check the accuracy of the quantities of all items before the end of the second month of the project and report to the Contracting Authority. The Service provider shall assure cost control all over the project period;

*§133.* To keep the records of measurements for the covered works and inform the Contracting Authority in writing of their conformity with quantities mentioned in the BOQ. The Consultant shall call upon the Contracting Authority representative to assure the accuracy of the measurements and installation for the works to be covered before covering them. If attended the Contracting Authority representative, the Consultant shall prepare site meeting minutes to be signed by the contractor, the Service provider and the Contracting Authority representative. The Service provider shall Justify any decrease or increase in the quantities executed comparing to those mentioned in the Bill of Quantities of the tender, stating the reason for this decrease or increase and their locations;

*§134.* The financial calculations of the Service provider shall include all approved variations and those expected.

#### **5.7.11 Claims and Disputes**

*§135.* The Service provider shall record any occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the Contracting Authority.

*§136.* The Service provider shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. The Service provider shall provide a written response, interpretation and recommendation for resolution to the Contracting Authority.



The Contracting Authority will make a final determination on all disputes unless removed to arbitration or the Courts.

*§137.* The Service provider shall provide any technical and legal opinions to the Contracting Authority regarding any disputes or claims which may occur between the Contracting Authority and the contractor and to follow up the arbitration procedures with any arbitration agency or court.

#### **5.7.12 Quality Control**

*§138. Observation of the Works.* The service provider shall continuously observe and report the progress and quality of the work to determine that the work is proceeding in accordance with the approved construction schedule, and that the materials, finishes and workmanship are in conformance with the contract documents. The Contracting Authority shall be notified immediately if, in the Service provider's opinion, the material, finishes and workmanship does not conform to the contract documents, requires special inspection or testing, or has been disapproved or rejected by the Service provider. The Service provider and the contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise non-conforming work to be incorporated into the project.

*§139. Site Meetings.* The Team Leader of the Service provider shall make frequent visits to the site every weeks and whenever needed. The Service provider shall provide the Contracting Authority with a tentative schedule of the proposed site visits at the beginning of the construction works. For more details see reporting obligations herein.

*§140. Redesign Works.* The Service provider shall perform all checking and redesign works deemed necessary during the implementation of the project such as but not limited to, retaining walls and surface drainage system.

*§141. Contractor's Representative and Personnel.* The Service provider shall approve the Contractor's representative, superintendents and employees and recommend to the Contracting Authority for approval. The Service provider shall ensure that the contractor has submitted the required "Power of Attorney" for his representative.

*§142. Accuracy of Measurements and Alignments* The Service provider shall prepare, verify and approve the accuracy of the measurements per FIDIC contract, setting out, levels, alignments etc. established by the contractors and their conformity with the contract documents.

*§143. Fencing and Safety.* The Service provider shall check and approve the fencing works and safety measures at sites and the precautions which have been taken to protect the pedestrian, the adjacent buildings and properties and take necessary actions for corrections when necessary;

*§144.* Construction Testing where needed:

5. The Service provider shall arrange for carrying out and to witnessing the quality tests for the construction materials to be used in the project assure the correctness of the tests, review and evaluate the results of these tests and instruct the contractors to correct any shortcomings.
6. The Service provider shall make all necessary inspection visits to the plants and workshops where the materials are produced such as and not limited to carpentry

shops, aluminum shops and others to insure that materials delivered for the project are in compliance with the specifications.

7. The Service provider shall make visit to the testing laboratories to insure their abilities to perform the required tests.
8. The Service provider shall provide the contractors with all design criteria and system design/operation concepts which facilitate performance testing and the Service provider shall witness all these tests and report on the results.

## 5.8 Reporting obligations

*§145. Forms.* The Service provider shall prepare all the forms to be used during the implementation of the project such as daily report form, progress report form, variation order form, site meeting form, site visit form, approving forms, inspection forms and other forms and get the approval of the Contracting Authority on these forms. In case that the Contracting Authority has ready standard forms, the Service provider must use these standard forms.

*§146. Progress Reports.* The Service provider shall prepare and submit progress reports to the Contracting Authority when requested in English or in Arabic as requested by the Contracting Authority. The report shall be submitted to the Contracting Authority not later than 7 calendar days from the request.

*§147.* These reports shall consist of, but not limited to the following:

- Photographs demonstrating the progress of the works; videos may be necessary for covered works;
- Completed works due;
- Percentage of the completion and general progress of the works, obstacles; comments and recommendations;
- Variation orders issued due;
- Payments due;
- Updated work schedule;
- Tests performed;
- Photographs of Samples tested and approved
- Site visits
- Contractor's personnel and plants.

In case of problems which need immediate decisions from the Contracting Authority, the Service provider shall promptly notify the Contracting Authority, follow up and expedite the action.

The Service provider shall be responsible for drafting the minutes of any meeting, take the signatures of all parties concerned and distribute the reports accordingly.

*§148. Timesheets:* Since the staff will be paid on the basis of visits made to the sites, the Service provider shall submit timesheets for each of the staff. A template will be provided by the Contracting Authority. For each visit, the staff member should clarify the date and briefly the purpose of the visit including what items were inspected, tests witnessed, observations, problems resolved and solutions suggested.

*§149.* **Final Report:** At the end of the project or at the time of termination, if so, the Service provider shall submit the final report within one month from the date of the provisional acceptance. This report shall consist of, but not limited to:

- General Information
- Project Description
- Description of Site
- Type of Construction and Specifications
- Schedule of Interim Payments
- Executed Works and Payments on Account
- Work Schedule, Obstacles and Remarks
- Visits to Site
- Actual Duration of Activities and Remarks
- Materials Approved and Dates
- Quality Control
- Events of the Project and Legal coverage
- Appendix “A”: Summary of Approved Variations
- Appendix “B”: Events and Correspondence.

*§150.* Formal Submission The Service provider shall submit all reports and documents of the project to the Contracting Authority in formal

## **5.9 Provisional acceptance**

*§151.* The Service provider shall be responsible for certifying the completion of all contracts.

*§152.* The provisional acceptance inspection meeting shall be set by the Contracting Authority when it is concurred with the Service provider that the project is substantially complete, i.e., when the construction is sufficiently completed in accordance with the contract documents such that the project, or a designated portion thereof, may be occupied or utilized for the use for which it was intended.

*§153.* The Contracting Authority will issue notice of the meeting, and the Service provider shall attend this meeting.

*§154.* The Service provider shall prepare all documents needed to complete the inspection meeting including all tender documents and an additional set of drawings.

*§155.* Minimum agenda will consist of the inspection, discussion of the snag list, determination of the completion date and the time of occupancy. The Contracting Authority will also review the requirements for contractor closeout in accord with the contract documents.

*§156.* Upon completion of the inspection meeting, the Service provider shall prepare the certificate of the provisional acceptance with the completed snag list and forward the package to the contractor and the Contracting Authority.

## 5.10 Contractor final payment

*§157.* The Service provider shall process and certify the final payment of the contractor including retention only after all items of the contract are completed. The Service provider shall ensure that the final payment request package is complete in accord with the contract prior to forwarding to the Contracting Authority

*§158.* The Service provider shall obtain from the contractor all guarantees and warranties and check for coverage, start date and duration in accordance with the contract documents.

*§159.* The Service provider shall expedite the closeout and the final payment of the contractors as they complete their contractual obligations.

*§160.* The Service provider shall review, verify and approve the As-Built drawings of the contractors. These drawings shall reflect all changes made by variation orders, addenda and clarifications made by the Service provider during construction.

*§161.* The final quantities of the project shall reflect the As-Built drawings and shall be calculated according to the provisions of the contract.

*§162.* In case the contractor failed in preparing his final payment within the period mentioned in his contract, the service provider shall prepare it without any additional costs as per FIDIC contract.

## 5.11 Defect liability period

*§163.* The Consultant shall, during the defect liability period, frequently monitor and inspect the project and/or make inspection upon the request of the Contracting Authority and order the contractor to perform any repair, amendment, reconstruction, rectification or any other works deemed necessary before issuing the final acceptance certificate.

*§164.* During this period, the service provider shall arrange frequent visits to the project (min. once every month during the first three months and every 3 months thereafter and when requested and should, by coordination with the contractor, prepare a report about that visit and submit it to the Contracting Authority.

## 5.12 Final acceptance

*§165.* Before the end of the defect liability period and before the expiration of the maintenance guarantee, the Service provider shall arrange with the contractors and the Contracting Authority for final inspection meeting.

*§166.* The Service provider shall provide a written report of the inspection to the Contracting Authority and the contractor regarding the final acceptance of the works or corrective measures and actions to be taken by the contractor.

*§167.* The Service provider shall monitor all corrective works under warranties or guarantees, and submit a written report accompanied with a final acceptance certificate stating deductions, if any, from the maintenance guarantee.

## 5.13 Personnel specification

### 5.13.1 Personnel for the design stage

§168. The following personnel represents the minimal required team to be assigned for the design works by the Consultant as appropriate.

§169. CVs must be submitted for the types of staff that the Consultant might decide to use on this project.

- **The Team Leader** (Representative of the Consultant) should be a full-time registered professional engineer, member of the Consultant's office, an architect engineer or urban planner with more than seven (7) years of postgraduate experience in the design, management and supervision of construction projects. The team leader must have experience in design of similar assignment. The Team Leader will represent the Consultant and will be responsible for managing the project. The Team Leader's responsibilities start with signing the consulting services contract and continue up to issuing the final acceptance certificate.
- **Accessibility and Safety Engineer:** a registered engineer, certified in safety and accessibility, with more than five (5) years of postgraduate experience in the design of construction projects. This engineer must have experience in design of similar assignment.
- **Supporting staff:** The consultant has the right to propose full-time and part-time staff as needed for delivering the assignment such as electrical engineers, mechanical engineers, etc.

The service provider remains, in any case, the only person liable towards the Contracting Authority please see 4.5 "Subcontractors", p.18.

All proposed staff (including the Teamleader) should have:

- Access to Jerusalem.
- Minimum 5 years of experience, and 7 years for the Teamleader.
- Proven experience in similar projects (including public playgrounds and parks in Israel and/or in collaboration with the Jerusalem Municipality).
- Good knowledge of Hebrew language
- Good knowledge of English and/or Arabic languages (as a team and not for each individual staff).
- Knowledge of the local standards, please see 5.3.3 "Contract manager (Art. 11), p.3322.

### 1.6 Personnel for management and supervision stage

§170. The following categories of personnel are to be assigned to the work by the Service provider in accordance with the conditions and qualifications set forth:

- **The Team Leader:** same as above.
- **Supporting staff:** same as above. They will make site visits whenever needed with a minimum of 10 visits. If more visits are needed they should shall make these visits free of charge.

## 5.14 Provided documentation by the Contracting Authority

§171. The following documents will be made available to tenderers during the information meetings and upon request by email to the contract manager mentioned in 4.4 “Contract manager (Art. 11)”, 4.4§115, p.22:

- An electronic **copy of the professional survey plan for the site** including the following:
  - Topographic area plan with contour lines every 0.5 meters so that it conforms to the requirements and specifications of the Jerusalem municipality (New Israel Network).
  - Two benchmarks (reference points) on the plot on fixed areas and on the drawings.
  - The nature of the existing streets surrounding the site in terms of width and levels, provide the information for them from the authorities (municipality), the levels of the streets surrounding the site and approved by the authorities.
  - The area plan consisting of all existing on the land (trees, water networks, electricity, phone, sewage, obstructions, caves etc.) with specifying the nearest point to connect the project to water and electricity.

§172. **Disclaimer:** the above-mentioned drawings are only for information and facilitation of the design and should be checked by the consultants during the design.

## 6 Forms

### 6.1 Identification form

Name of the company, organization or joint venture and legal form		
Nationality of the tenderer and of staff (if different)		
Domicile / registered office <b>complete</b> 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	
If different: Project manager for this contract	Full Name	
	Phone	
	E-mail	
Bank account for payments	IBAN	
	BIC/SWIFT	
	Financial institution	
	Account holder name	

Full Name:		Place:	
		Date:	
Duly authorised to sign this tender on behalf of:		Signature and stamp:	

## 6.2 Integrity statement for the tenderers

§173. 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.

§174. 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.

§175. 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.

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



### 6.3 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 competitionThe 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/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](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](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

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

## 6.4 Power of attorney

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

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

► Please insert after this page the 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).

## 6.5 Incorporation certificate

§178. The tenderer shall include in his tender the **incorporation certificate**<sup>13</sup> from the competent authority (for local tenderers: Israeli or Palestinian Registration Certificate).

► Please insert after this page

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<sup>13</sup> In case of a consortium or a temporary association, the certificate must be submitted for all members of the tendering party.

## 6.6 Certification of clearance with regards to the payments of social security contributions

§179. The tenderer must provide a certification<sup>13</sup> from the competent authority stating that (s)he is **in order with its obligations with regards to the payments of social security contributions** that apply by law in the country of establishment. This requirement does not apply to tenderers registered in the Palestinian territory and Israel.

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## 6.7 Certification of clearance with regards to the payments of applicable taxes

*§180.* The tenderer must provide a **recent certification**<sup>13</sup> (up to 1 year) from the competent authority stating that the tenderer is **in order with the payment of applicable taxes** that apply by law in the country of establishment. For firms registered in Israel or the Palestinian territory, a valid deduction at source certificate must be provided.

► Please insert after this page

## 6.8 Declaration from a competent authority of not being in a situation of bankruptcy or insolvency

► Please insert after this pag

## 6.9 List of the main similar services

§181. In order to be selected for this contract, the tenderer must have **at least three relevant contracts carried out in the past three years** to the highest standard and to the client's full satisfaction, for a minimum combined value (sum of the values of the consultancy contracts, not the value of the works) of **40,000 €** with a minimum contract value of **5,000 €** per each contract.

§182. The tenderer must provide in his/her offer the list of the **main similar consultancy 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.

<b>Description of the main similar services performed</b> Including public playgrounds and parks in Israel and/or in collaboration with the Jerusalem Municipality	<b>Amount involved (for consultancy) and currency</b>	<b>Beginning and ending dates of consultancy (in the last 5 years)</b>	<b>Name and contact of the public or private bodies who contracted the consultancy</b>	<b>Checklist: Completion certificate joined to this tender?</b>

<b>Description of the main similar services performed</b> Including public playgrounds and parks in Israel and/or in collaboration with the Jerusalem Municipality	<b>Amount involved (for consultancy) and currency</b>	<b>Beginning and ending dates of consultancy (in the last 5 years)</b>	<b>Name and contact of the public or private bodies who contracted the consultancy</b>	<b>Checklist: Completion certificate joined to this tender?</b>



## 6.10 Certificates of completion

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

► Please insert after this page

## 6.11 Financial offer & tender forms

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

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

### Item 1: Conceptual Design works (fixed block)

<b>TOTAL FOR ITEM 1 [EURO]</b>		<b>€</b>
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### Item 2: Detailed and final Design works (conditional block)

<b>TOTAL FOR ITEM 2 [EURO]</b>		<b>€</b>
<b>TOTAL FOR ITEM 1+2 [EURO]</b>		<b>€</b>

### Item 3: Works Supervision and Management (conditional block)

No.	Position	Quantity [Man-days]	Unit price [€]	Sub-totals by position	
1.	Team leader				€
2.	Accessibility and Safety Engineer				€
Specify other staff:					
3.					€
4.					€
5.					€
6.					€
7.					€
8.					€
<b>TOTAL FOR ITEM 3 [EURO]</b>					<b>€</b>

**Note: The duration of supervision please is estimated to be 3 months.**

**ALL PRICES NOT INCLUDING V.A.T.**

<b>TOTAL FOR (ITEM 1 + ITEM 2+ITEM 3) [EURO]</b>		<b>€</b>
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\*International travel days are not reimbursed by Enabel. In case the contract is extended, the prices mentioned in the contract apply.  
Cf. points 3.4.2 “Price determination”, 3.4.2§69 “Elements included in the price” and 4.13.5§174 “General payment modalities (Art. 66-72 and 160)”.  
This contract is subject to applicable withholding tax. For national service providers registered in Israel, Consulting Offices will charge V.A.T. on top of the above-mentioned prices. For Individual Consultants registered in Israel, 30% will be deducted at payment unless they provide a deduction at source certificate. For national service providers registered in the Palestinian Territory, Consulting Offices are exempted from V.A.T. while for Individual Consultants, 5% will be deducted at payment unless they provide a deduction at source certificate. For international consultants, Belgium legislation will apply.

<b>Full name</b>		<b>Place:</b>	
		<b>Date:</b>	
<b>Duly authorised to sign this tender on behalf of:</b>		<b>Signature and stamp:</b>	

## 6.12 Methodology

§185. The tenderer proposes a methodology based on the instructions given in the Terms of Reference (please read 3.2 Special requirements p.36). For each of the sub-criteria listed below,

- Eco-friendliness of the spaces
- Reduction of the needs and the cost of maintenance and prevention of vandalism

the tenderer must explain the following:

- a. A description of the **innovative practices and standards** that could be brought to the sites regarding each sub-criterion. This can be illustrated by pictures, drawings, or sketches. These concepts should be applicable to the sites. They can be taken from previous projects of the service providers or from external resources.
- b. **Lessons learned** in execution of similar services in the region and how these would be considered in each sub-criterion during the design.

**Please note that the methodology should not exceed 15 pages. Do not repeat/copy the ToRs.**

► Please insert after this page

Proposed personnel

Position		Name of proposed expert	Years of relevant experience	Educational degree	Specialist areas of knowledge	Checklist: CV joined to the tender?
Team leader						
Accessibility and Safety Engineer						
Other (specify)						

## 6.13 CVs of all mentioned personnel

§186. The service provider must provide in his/her offer the updated **CVs of the key experts proposed** for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs (5.13.1Personnel for the design stage p.53 and 1.6Personnel for management and supervision stage p.53). Each CV should be no longer than 5 pages.

§187. For relevant projects, the service provider must submit supporting documents including pictures, date of performing the relevant project and name of public or private bodies for which the consultancy was performed and the amount involved for the consultancy.

Please insert after this page CVs of all mentioned personnel (see **Error! Reference source not found. Error! Reference source not found., p.Error! Bookmark not defined.**)

## 6.14 Subcontractors

Name and legal form	Address / Registered office	Object

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