



## Tender Specifications

Enabel Palestine

**CONTRACT:** PZA1203211-10027

Public procurement contract for the supply of 'School Furniture in 6 schools in the West Bank'

Direct Negotiated Procedure with Prior Publication

May 30<sup>th</sup> 2023

**COUNTRY:** PALESTINE

<b>TENDERER NAME:</b>

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# 1 General remarks

## 1.1 Derogations from the General Implementing Rules

- §1 Section 4 - Special contractual provisions' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.
- §2 These Tender Specifications derogate Articles 25. §2 and 26 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

## 1.2 Contracting authority

- §3 The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- §4 For this public contract, Enabel is represented by Ms. Christelle Jocquet, Resident Representative of Enabel in Palestine.

## 1.3 Institutional framework of Enabel

- §5 The general framework of reference in which Enabel operates is:
- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
  - The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
  - The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.
- §6 The following initiatives are also guiding Enabel in its operations and are given as main examples:
- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
  - In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, 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;

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

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

<sup>3</sup> Belgian Official Gazette of 18 November 2008.

- 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 Organization<sup>4</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 environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 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.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

## 1.4 Rules governing the public contract

§7 The following, among other things, apply to this public contract:

- The Law of 17 June 2016 on public procurement<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>7</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regards to public procurement.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

§8 All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be)

§9 Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>

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

<sup>5</sup> Belgian Official Gazette 14 July juillet 2016.

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

<sup>7</sup> Belgian Official Gazette 9 May 2017.

<sup>8</sup> Belgian Official Gazette 27 June 2017.

## 1.5 Definitions

§10 The following definitions apply to this contract:

- The tenderer: An economic operator submitting a tender,
- The contractor/ service provider: The tenderer to whom the public contract is awarded,
- The contracting authority: Enabel, represented by the Resident Representative of Enabel in Palestine,
- The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted,
- Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days,
- Procurement documents: Tender Specifications including the annexes and the documents they refer 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 needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures,
- 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: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer,
- Inventory: The procurement document, in a public supply or service contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them,
- General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013, establishing the General Implementing Rules for public procurement and for concessions for public works,
- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to.
- BDA: Belgian Public Tender bulletin.
- OJEU: Official Journal of the European Union.
- OECD: Organisation for Economic Cooperation and Development.
- JDoE: Jerusalem Directorate of Education.
- E-tendering: Through the E-tendering platform tenderers can submit and open electronic tenders/requests to participate.
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority.
- Litigation: Court action.

- Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the public contract.
- Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- Processor (subcontractor) in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller
- Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.
- Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## 1.6 Confidentiality

### 1.6.1 Processing of personal data

§11 The contracting authority undertakes to process the personal data that are communicated to it under the framework of this procedure with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

### 1.6.2 Confidentiality

§12 The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

§13 PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

§14 See also: <https://www.enabel.be/content/privacy-notice-enabel>

## 1.7 Deontological obligations

§15 Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public contracts for Enabel.

§16 For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organization (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.

- §17 In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.
- §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, clarification, evaluation and comparison of tenders and candidates procedure 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 public contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees 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 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 desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.
- §21 In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

## **1.8 Applicable law and competent courts**

- §22 The contract must be performed and interpreted according to Belgian law.
- §23 The parties commit to sincerely perform their engagements to ensure the good performance of this contract.
- §24 In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution. The tenderer can address an e-mail to [complaints@enabel.be](mailto:complaints@enabel.be) cfr. <https://www.enabel.be/content/complaints-management>.
- §25 If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

## 2 Subject-matter and scope of the public contract

### 2.1 Type of contract

§26 This public contract is a public supplies contract.

### 2.2 Subject-matter of procurement

§27 This public contract consists of the supply of school furniture and its delivery to 6 schools in the West Bank, in conformity with the conditions of these Tender Specifications and its annexes.

### 2.3 Lots

§28 The public contract has two lots, each of which is indivisible.

§29 Tenderers may apply for either of the two lots or both lots.

§30 The description of each lot is mentioned in [5.4 Schools List and Location, p.31](#) and [Appendix 1 – Bill of Quantities](#).

§31 A tender for part of a lot is inadmissible.

### 2.4 Items

§32 This contract consists of the items specified in Part 5 (Terms of Reference – Annex (1): Bill of Quantities – BoQs) and Annex (2): Technical specifications and Drawings.

§33 All items are pooled into lots. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

### 2.5 Duration of the public contract

§34 The contract starts upon award notification and expires on the final acceptance.

§35 This contract duration is not to be confused with:

- The duration of validity of the offers – see [Period the tender is valid](#),
- The Delivery date and ,the period of performance – see [4.10.1 Deadlines and terms \(Art. 116\), p.24](#).

### 2.6 Variants

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

### 2.7 Option

§37 Options are not permitted.

### 2.8 Quantity

§38 Quantities are described in Annex(1) - Bill of Quantities (BoQ). The real quantities will be determined in the notification letter.

## 3 Procedure

### 3.1 Award procedure

§39 This contract is awarded in accordance with Art. 41, § 1 of the Law of 17 June 2016 pursuant to a Direct negotiated procedure with publication.

### 3.2 Publication

#### 3.2.1 Official publication

§40 This contract is officially advertised in the Belgian Public Tender bulletin.

#### 3.2.2 Further notification

§41 The contract notice is published:

- On Enabel website (<https://www.enabel.be/public-procurement/>).

§42 The contract notice was also advertised through the OECD website.

§43 The contract notice was also published locally on:

- Jobs.ps portal in Palestine (<https://www.jobs.ps>)

### 3.3 Information

§44 The awarding of this contract is coordinated by the Expert in Contracting and Administration (Karmel Al Salqan, [karmel.alsalqan@enabel.be](mailto:karmel.alsalqan@enabel.be)). Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

§45 Information meeting will be held online, on **Wednesday, June 07<sup>th</sup>, 2023**, at **10:00 AM** (EET = Palestinian time). Interested tenderers are invited to join using the following details:

[Click here to join the meeting](#)

Meeting ID: 375 867 930 372

Passcode: KyZuzL

§46 Until 10 days before the Deadline for submission (see 3.4.5.1, p.14), i.e. **Sunday, June 11<sup>th</sup>, 2023** inclusive, candidate-tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to the above-mentioned person and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as from 6 days from the Deadline for submission, i.e on **Thursday, June 15<sup>th</sup>, 2023, COB**.

§47 Until the notification of the award decision no information will be given about the evolution of the procedure.

§48 The procurement documents can be consulted free of charge at the following internet address: <https://www.enabel.be/content/enabel-tenders>

§49 The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that (s)he gives his coordinates to the above-mentioned public official by sending an email expressing their interest.

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

## **3.4 Tender**

### **3.4.1 Data to be included in the tender**

§51 Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016, which are applicable to this award procedure.

§52 The tenderer must use the tender form in annex. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

§54 By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

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

### **3.4.2 Period the tender is valid**

§56 The tenderers remain bound by their tender for a period of **90** calendar days from the tender reception deadline date.

### **3.4.3 Determination of prices**

§57 All prices given in the tender form must obligatorily be quoted in euro.

§58 This contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.

§59 In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

### 3.4.4 Elements included in the price

§60 The tenderer is to include in his unit and global prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax.

§61 The following are in particular included in the prices:

- 1° packaging (except if these remain the property of the tenderer), loading, transshipment and intermediate unloading, transportation, insurance and customs clearance.
- 2° delivery and transport costs to the various sites on the list predefined, transport insurance.
- 3° unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access.
- 4° documentation pertaining to the delivery of supplies and any documentation required by the contracting authority.
- 5° assembly and taking into operation.
- 6° training required for operation
- 7° where applicable, the measures imposed by occupational safety and health legislation
- 8° the guarantee.
- 9° the change of ownership
- 10° customs and excise duties

### 3.4.5 How to submit tenders?

§62 The tenderer submits his tender as follows:

- **One** original copy of the completed tender document (the present document, 47 pages):
  - This document must be first filled electronically, then printed, signed and stamped on A4 paper.
  - For filling in the pdf forms, we recommend using the free software Adobe Acrobat Reader, which can be downloaded here:



- Printing in black and white and on both sides of paper is encouraged.
  - Do not use sophisticated spiral binding or plastic covers: simply staple it in the upper-left corner or use a binder clip.
  - None of the forms shall be filled by hand.
  - The tenderer must use the tender forms provided in 6 Forms, p.32. In case (s)he does not use these forms, (s)he is fully responsible for the perfect concordance between the documents (s)he has used and the form.
- **One** original copy of the completed Annex 1 – Bill of Quantities
    - This document must be filled electronically, then printed, signed and stamped on A4 paper.
    - Printing in black and white and on both sides of paper is encouraged.
    - Do not use sophisticated spiral binding or plastic covers: simply staple it in the upper-left corner or use a binder clip.
    - None of the cells shall be filled by hand.
    - The prices are given in euros and rounded off to two figures after the decimal point.

- The printed Bill of Quantity shall be submitted as Appendix 8 – Filled and signed Bill of Quantity, and inserted after page 46.
- The totals for each lot in Annex 1 must be reported accurately in the Tender Document, in 6.8 Form 8 - Tender form – Prices, p.46.
- **One** original copy of the other appendixes requested in 6 Forms, p.32 and summarized in 6.10 Form 9: checklist of documents to be joined to the tender, p.47 These documents shall be printed in A4 paper, signed and stamped.
- **One** electronic copy of the following documents, on a CD or DVD or flash drive or memory card:
  - The filled tender document in pdf format as filled (editable version),
  - A scan of the tender document as printed and signed,
  - The filled Annex 1 – Bill of quantities in .xls or compatible spreadsheet format,
 The CD/DVD/Memory shall be labelled with the reference number of the Lot(s), the name of the tenderer and be signed and stamped.
- The printed documents and the CD/DVD/Memory must be submitted in ONE single properly sealed and stamped envelope, indicating the reference of the tender: PZA1203211-10027 - Public procurement contract for the supply of 'School Furniture in 6 schools in the West Bank' and the name of the tenderer.  
**Please note:** the financial offer (Appendix 8 – Filled and signed Bill of Quantity, and Form 8 - Tender form – Prices) does not need to be extracted in a separated envelope.

§63 The tender and all accompanying documents have to be numbered and signed (original hand-written signature) by the tenderer or his representative. The same applies to any alteration, deletion or note made to this document. This also applies to erasures and alterations, additions or changes made by means of a correction ribbon or correcting fluid.

§64 The representative must clearly state that (s)he is authorised to commit the tenderer.

§65 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.

§66 When applying for several lots, the tenderer will submit only one tender with **one single tender document, one Appendix 8 – Filled and signed Bill of Quantity and one single CD/DVD in a single envelope**, mentioning on it only the references of the lots for which (s)he is applying.

#### 3.4.5.1 Deadline for submission

§67 The tenderer submits his tender by **Wednesday, June 21th, 2023** COB as follows:

§68 It may be submitted:

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

In this case, the sealed envelope is put in a second closed envelope addressed to:

Enabel office  
 Belgian Development Agency  
 Royal Center Building, 7th Floor  
 Al Balou', Mecca Street  
 Ramallah - Al Bireh – West Bank  
 T/F: (+972) 2 242 1137/8

a) Delivered by hand with acknowledgement of receipt to the following address:

Enabel office  
Belgian Development Agency  
Royal Center Building, 7th Floor  
Al Balou', Mecca Street  
Ramallah - Al Bireh – West Bank

§69 The service can be reached on working days during office hours: from 9 am to 4 pm.

§70 Tenders must arrive before the final submission date and time. Tenders that arrive late will not be accepted (Article 83 of the Royal Decree on Awarding).

### **3.4.6 Change or withdrawal of a tender that has already been submitted**

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

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

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

§74 The subject-matter and the scope of the changes must be indicated in detail.

§75 The withdrawal must be pure and simple.

### **3.4.7 Opening of Tenders**

§76 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.

## **3.5 Selection of tenderers**

### **3.5.1 Exclusion grounds**

§77 The obligatory and facultative grounds for exclusion are given in attachment to these Tender Specifications.

§78 By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

§79 The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

§80 For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

§81 The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

### **3.5.2 Selection criteria**

§82 Moreover, by means of the documents requested below, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public contract.

§83 The selection will be done on a fail/pass basis using the following 3 criteria:

- Financial and economic capacity:
- Selection Criterion 1: Average annual turnover (see [6.5.1.2 Selection Criterion 1: Average annual turnover, p.39](#))
- Selection Criterion 2: Financial Solvability (see [6.5.1.3 Selection Criterion 2: Financial resources, p.39](#))
- Technical capacity:
- Selection Criterion 3: Similar supply deliveries (see [6.5.2.1 Selection Criterion 3: Similar services, p.41](#))

§84 Only tenders from tenderers who meet the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.

### **3.5.3 Overview of the procedure**

§85 In a first phase, the tenders submitted by the selected tenderers will be evaluated as to regularity.

§86 The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

§87 In a second phase, the regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criterion stated in the procurement documents. This evaluation will be conducted on the basis of the award criterion 'price/cost' given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. Maximum 3 tenderers may be included in the shortlist.

§88 Then, the negotiation phase follows. With a view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

§89 When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations are closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. The tenderer whose regular BAFO is the best value for money will be appointed the contractor for this contract.

§90 The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.



§91 Only the regular BAFOs will be considered and assessed against the award criteria.

§92 The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

### 3.5.4 Award criteria

§93 The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria: **price**.

$$\text{Points tender } A = \frac{(\text{Amount of lowest Tender} \times 100)}{\text{Amount of Tender } A}$$

#### 3.5.4.1 Final score

§94 The contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the check shows that the Declaration on honour corresponds with reality.

#### 3.5.4.2 Awarding the public contract

§95 The lot(s) of the contract will be awarded to the tenderer(s) who have submitted the most economically advantageous tender for the lot.

§96 Notice though that, in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

§97 The contracting authority may either decide not to award the contract, either redo the procedure, if necessary through another award procedure.

### 3.5.5 Concluding the public contract

§98 In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

§99 Notification is via digital platforms, e-mail or fax and, on the same day, by registered post.

§100 So, the full contract consists of a contract awarded by Enabel to the chosen tenderer and is composed of the following documents:

- These Tender Specifications and its two annexes:
  - Annex 1: Bill of Quantity
  - Annex 2: Technical specifications and drawings
- The approved tender of the contractor and all of its appendixes
- The electronically signed letter of notification of the award decision
- The Questions and Answers file which will be published (see 3.3 Information, p.11)
- Any later documents that are accepted and signed by both parties, as appropriate.

§101 In view of transparency, Enabel undertakes to annually publish the list contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

## 4 Special contractual provisions

*§102* This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR' or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

*§103* These Tender Specifications derogate Articles 25. §2 and 26 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

### 4.1 Managing official (Art. 11)

*§104* The managing official is the Intervention Manager, Alexis Doucet, e-mail: [alexis.doucet@enabel.be](mailto:alexis.doucet@enabel.be).

*§105* Once the public contract is concluded the managing official is the main contact point for the supplier. Any correspondence or any questions with regards to the performance of the contract will be addressed to him or her, unless explicitly mentioned otherwise in these Tender Specifications.

*§106* The managing official is responsible for the follow-up of the performance of the contract.

*§107* The managing official 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, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

*§108* However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under 'The contracting authority'.

### 4.2 Subcontractors (Art. 12 to 15)

*§109* The fact that the successful tenderer (or supplier) entrusts all or part of its commitments to subcontractors does not release its liability towards the contracting authority. The latter does not recognize any contractual link with these third parties.

§110 The successful tenderer remains, in all cases, solely responsible vis-à-vis the contracting authority.

§111 When the supplier uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

§112 In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

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

§113 Knowledge and information obtained by the contractor, including any persons responsible for the mission and another person involved in this public contract, are strictly confidential.

§114 Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

§115 All parties directly or indirectly involved are therefore bound by the duty of discretion.

§116 In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer or contractor undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

§117 Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority. »

## **4.4 Personal data protection**

### **4.4.1 Processing of personal data by the contracting authority**

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

### **4.4.2 Processing of personal data by a subcontractor**

§119 Where during contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

§120 For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

§121 By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

§122 The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

§123 For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

§124 Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor Article 28 §3 of the GDPR.

§125 To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex [6.13]. Filling out and signing this annex is therefore a condition of regularity of the tender

## **4.5 Intellectual property (Art. 19 to 23)**

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

- §127 Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.
- §128 For domain names created under the contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.
- §129 Where the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.
- §130 The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

#### **4.6 Performance bond (Art. 25 to 33)**

- §131 The performance bond is set at **10%** of the total value, excluding VAT of the awarded amount. The value thus obtained is rounded up to the nearest 10 euros.
- §132 In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.
- §133 The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).
- §134 By way of derogation from Article 26 the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender.
- §135 This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.
- §136 The contractor must, within 30 calendar days from the day of contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:
- 1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office Complete the following form as well as possible: [https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) (PDF, 1.34 Mo), and forward it by e-mail to [info.cdcdck@minfin.fed.be](mailto:info.cdcdck@minfin.fed.be)
  - 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function

- 3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function
- 4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

§137 Such proof is provided, as appropriate, by submission to the contracting authority of:

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

§138 These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement "lender" or "mandatary" as appropriate.

§139 The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

§140 Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

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

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

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

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

## 4.8 Changes to the public contract (Art. 37 to 38/19)

### 4.8.1 Replacement of the contractor (Art. 38/3)

§143 Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the supplier with whom the initial contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

§144 The supplier submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

§145 The replacement will be recorded in an amendment dated and signed by all three parties. The initial supplier remains liable to the contracting authority for the performance of the remainder of the contract.

### 4.8.2 Revision of prices (Art. 38/7)

§146 For this contract, price revisions are not permitted.

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

§147 The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly when it considers that the contract cannot be performed without inconvenience at that time.

§148 The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

§149 When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

§150 **The supplier** has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days.
- The suspension is not owing to unfavourable weather conditions.
- The suspension occurred during the contract performance period.

§151 Within thirty days of their occurrence or the date on which the supplier or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the contract.

#### **4.8.4 Unforeseeable circumstances**

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

*§153* 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 public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

#### **4.8.5 Terms of introduction (Art. 38/14)**

*§154* The contracting authority or the successful tenderer who wishes to rely on one of the review clauses, as referred to in Articles 38/09 to 38/12, must disclose the facts or circumstances on which it is based, in writing within 30 days of their occurrence or of the date on which the successful tenderer or the contracting authority should normally have known of them.

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

*§155* Products may not be used if they have not been accepted by the managing official or his or her representative.

*§156* Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance. Upon the request of the supplier, the contracting authority in accordance with the procurement documents verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract. If certain products are destroyed during verification, the supplier replaces these at its own expense. The procurement documents specify the quantity of products to be destroyed.

*§157* Where the contracting authority declares that the product presented is not in the required condition for examination, the acceptance request by the building supplier will be considered not having been made. A new request is made when the product is fit for acceptance.

### **4.10 Performance modalities (Art. 115 et seq.)**

#### **4.10.1 Deadlines and terms (Art. 116)**

*§158* The supplies must be delivered within **90 calendar days**.

*§159* Above durations are as from the day following the date on which the supplier received the contract conclusion notification letter / purchase order. The closure of the supplier's business for annual holidays is not included in this calculation.

*§160* The Purchase Order is addressed to the supplier either by registered letter, fax or any other means through which the date of dispatch can be determined unambiguously.

*§161* When the Purchase Order is clearly incorrect or incomplete and implementation of the order becomes impossible, the supplier immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order.



§162 In any event, complaints about the order form are not admissible any more if they are not submitted within 15 calendar days from the day following the date on which the supplier has received the order form.

#### **4.10.2 Quantities to be supplied (Art. 117)**

§163 The public contract's minimum quantities are mentioned under 'Quantities'.

§164 Without prejudice to the possibility for the contracting authority to terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the deadlines asked, by concluding this contract the supplier acquires the right to deliver these quantities, under penalty of indemnification by the contracting authority.

#### **4.10.3 Place where the services must be performed and formalities (Art. 149)**

§165 The supplies will be delivered to the locations mentioned in 5.4 Schools List and Location, p.31.

#### **4.10.4 Packaging (Art. 119)**

§166 Packaging will become the property of the contracting authority, without the supplier having any claim to compensation in this regard.

#### **4.10.5 Inspection of the supplies delivered (Art. 120)**

§167 A full complete sample of each item shall be submitted to the Contracting Authority for inspection before proceeding with the production or order of additional quantities and delivering them. For large pieces of furniture made locally, the complete sample may be inspected at the manufacturer's premises; however, they should be fully assembled as an item. Such inspection will be necessary to issue the technical provisional acceptance (see [4.13.1.1 Preliminary technical acceptance, p.28](#)).

§168 The supplier delivers only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

§169 Acceptance (provisional acceptance) only takes place after the complete inspection by the contracting authority of the conformity of the goods and services delivered. The contracting authority disposes of a period for verification of thirty days. This period will begin on the day after arrival of all supplies at all places of delivery and official notification thereof by the contractor in writing (letter or e-mail), provided that the contracting authority is in possession of the delivery note or invoice.

§170 The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the goods, does consequently only count as evidence of taking possession and does not concern the acceptance of the goods.

§171 Acceptance on site counts as complete provisional acceptance.

§172 Acceptance implies the transfer of ownership and of risks of damage and loss.

§173 In case of full or partial refusal of a delivery, the supplier is bound to take back, at his own costs and risks, the products refused. The contracting authority may ask the supplier to deliver goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

#### **4.10.6 Gender equality**

§174 In accordance with article 3, 3 ° of the law of January 12, 2007 “Gender Mainstreaming”, public contracts must take into account any differences between women and men (the gender dimension). The successful tenderer must therefore analyze, depending on the area concerned by the contract, whether there are any differences between women and men. As part of the performance of the contract, it must therefore take into account the differences noted. Communication should fight against sexist stereotypes in terms of message, image and language, and take into account the differences in the situation between women and men in the target audience.

#### **4.10.7 Zero tolerance Sexual exploitation and abuse**

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

### **4.11 Liability of the supplier (Art. 122)**

§176 The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to under Article 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

§177 Moreover, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract or due to failure of the supplier.

### **4.12 Means of action of the contracting authority (Art. 44-51 and 123-126)**

§178 The supplier's default is not solely related to performance as such but also to the whole of the contractor's obligations.

§179 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 supplier to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees 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.

§180 In case of violation, the contracting authority may impose a lump-sum fine to the supplier for each violation, which can be to 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 supplier hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

§181 This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the contract and/or the exclusion from procurement by the contracting authority for a determined duration.

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

§182 The supplier is considered to be in failure of performance under the public contract:

- 1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;
- 2° 2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;
- 3° 3° when he does not observe written orders, which have been given in due form by the contracting authority.

§183 Any failure to comply with the provisions of the public contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the supplier by registered mail.

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

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

#### **4.12.2 Fines for delay (Art. 46 and 123)**

§186 The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

§187 Regardless of the application of any fines for delay, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

#### **4.12.3 Measures as of right (Art. 47 and 124)**

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

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

§190 The measures as of right are:

- 1° Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;
- 2° Performance under regie of all or part of the non-performed 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.

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

## **4.13 End of the public contract**

### **4.13.1 Acceptance of the products delivered (Art. 64-65 and 128)**

§192 In this contract, the following acceptance are provided for:

- Preliminary technical acceptance at the place of manufacture (for furniture fabricated locally) and based on samples at the
- Provisional acceptance is carried out in full at the place of delivery. To investigate and test the supplies as well as to notify its decision to accept or reject the delivery, the contracting authority disposes of a period of thirty days.

§193 The managing official will closely follow up the delivery, in collaboration with the Ministry of Education.

#### **4.13.1.1 Preliminary technical acceptance**

§194 The preliminary technical acceptance will be issued for each item based on the provision of a complete (fully assembled and finished) sample and data sheets and its inspection by the contracting authority. (see 4.10.5 Inspection of the supplies delivered (Art. 120), p.25).

§195 Only after an item has been technically accepted by the Contracting Authority shall remaining quantities be produced or ordered.

#### **4.13.1.2 Provisional acceptance**

§196 Upon expiry of the thirty-day period specified in Article 120, §2, as appropriate, a provisional acceptance report or acceptance refusal report will be drawn up.

§197 The contracting authority disposes of a period for verification of thirty days starting on the end date of the delivery, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the supplier.

§198 When the supplies will be delivered before or after this date, it is the responsibility of the supplier to inform them by registered mail or electronic mail, ensuring in an equivalent manner the date of dispatch to the managing official and to ask, at the same time, to proceed to reception. Within thirty days of the date of receipt of the suppliers request, a report of receipt or refusal of receipt is drawn up, as the case may be.

§199 This period will begin on the day after the date of arrival of all supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice. It comprises the 30-day period stipulated in Article 120.

### **4.13.2 Transfer of ownership (Art. 132)**

§200 The contracting authority automatically becomes the owner of the supplies as soon as they have been accepted for payment pursuant to Article 127 of GIR.

### **4.13.3 Guarantee (Art. 134)**

§201 The warranty period commences on the date on which provisional acceptance is given and lasts for **one year**.

§202 Final acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.

§203 If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

#### **4.13.4 Invoicing and payment of services (Art. 66 to 72 – 160)**

§204 The supplier sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

§205 The invoice address is: Enabel, Belgian Consulate General, Baibars Street 5, Jerusalem.

§206 Only delivery that has been performed correctly may be invoiced.

§207 Payment will be made within 30 days after submission and approval of the invoice.

§208 The amount owed to the supplier must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

§209 When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

§210 The invoice must be in EUROS.

§211 No advance may be asked by the contractor and the payment is made after final acceptance of each delivery of a same order.

§212 Payment will be by bank transfer only.

§213 Payments will be made exclusively on the bank account specified by the tenderer in 6.1 Form 1 - Identification form, p.32.

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

§214 The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings.

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

§216 In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Belgian development agency – Enabel  
Legal unit of the Logistics and Acquisitions service (L&A)  
To the attention of Ms Inge Janssens  
rue Haute 147  
1000 Brussels  
Belgium

## 4.15 Obligations of the contracting authority (Art. 136)

§217 The contracting authority shall:

- 1° use the goods delivered for the needs stipulated under the public contract and in accordance with technical user guidance provided by the supplier;
- 2° make not changes to the goods delivered without the written preliminary approval of the supplier.

## 4.16 Obligations of the supplier (Art. 137 and 138)

§218 The supplier shall:

- 1° put the supplies at the disposal of the contracting authority within the deadline set in the procurement documents;
- 2° ensure their maintenance and make all necessary repairs within the timing imposed to keep the goods in good state during the public contract term.

§219 Where the supplies are completely or partially destroyed during the contact term without the contracting authority being liable, the supplier shall replace these or repair them at his costs within the deadline set.

# 5 Terms of reference

## 5.1 General conditions

§220 The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning and they must comply with the 'Technical Sheets'.

§221 The tenderer attaches the following to his tender:

- The duly completed technical forms of the supplies.
- The certificates and attestations of origin of the supplies which must be delivered at the same time as the supplies.

## 5.2 After-sales service

§222 In his tender the tenderer will include a statement certifying that he undertakes to:

- Maintain and repair the supply during the guarantee period (see Guarantee (Art. 134), p.28), either by his own services or through subcontractors.
- Supply the spare parts that are demanded to him during the guarantee period (see Guarantee (Art. 134), p.28).

## 5.3 Technical specifications

§223 See:

- Annex (1) - Bill of Quantities, and
- Annex (2) –Technical Specifications and Drawings.

## 5.4 Schools List and Location

No.	School Name	School name in Arabic	Governorate	GPS location
Lot 1				
1.1	Bal'a Basic Boys School	ذكور بلعا الاساسية	Tulkarem	32.32975, 35.11151
1.2	Dia' Abu Kanaan/Abu Kwaider school	الحاجة ضياء أبو كنعان / أبو كويدر	Tubas	32.30678, 35.37137
1.3	Al-Awda basic girls school	بنات العودة الأساسية	Qalqilya	32.19279, 34.9635

Lot 2				
No.	School Name	School name in Arabic	Governorate	GPS location
2.1	Beit Khiran coed school	بيت خيران س المختلطة	N. Hebron	31.5973, 35.10695
2.2	Mohammad Sadeq Neiroukh basic boys school	محمد صادق نبروخ الأساسية للبنين	Hebron	31.53931, 35.07297
2.3	Safad basic coed school	صفد الأساسية المختلطة	Yatta	31.44554, 35.16562

## 6 Forms

### 6.1 Form 1 - Identification form

Name of the company and legal form							
Nationality of the tenderer and of staff (if different)							
Domicile / registered office <b>complete</b> address	Street name						
	House number						
	Zip code or neighbourhood						
	City or village						
	Country or territory						
Telephone number (with country code)							
National Social Security Office registration number or equivalent							
Enterprise number							
Represented by the undersigned	First and Last Name						
	Function						
Contact person	Full Name						
	Title / function						
	Phone						
	E-mail						
If different: Project manager	Full Name						
	Phone						
	E-mail						
Bank account for payments	IBAN						
	BIC/SWIFT						
	Financial institution						
	Account holder name						
First name:				Place:			
Last name:				Date:			
Duly authorised to sign this tender on behalf of:				Signature and stamp:			



## 6.2 Form 2: Subcontractors

§224 The tenderer indicates the part of the contract which the building contractor intends possibly to **subcontract**.

Name and legal form	Address / Registered office	Object	Amount [EUR]
F8-NAME-1	F8-AD-1	F8-OBJ-1	F8-EUR-1
F8-NAME-2	F8-AD-2	F8-OBJ-2	F8-EUR-2
F8-NAME-3	F8-AD-3	F8-OBJ-3	F8-EUR-3
F8-NAME-4	F8-AD-4	F8-OBJ-4	F8-EUR-4
F8-NAME-5	F8-AD-5	F8-OBJ-5	F8-EUR-5

First name:	FN	Place:	PL
Last name:	LN	Date:	DT
Duly authorised to sign this tender on behalf of:	TEN	Signature and stamp:	

### 6.3 Form 3 - Declaration on honour – Exclusion grounds

§225 Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer declare that the tenderer is not in any of the following cases of exclusion:

§226 The tenderer nor any of its directors was found guilty following an **indefeasible judgement** for one of the following offences:

- 1° Involvement in a criminal organisation
- 2° **corruption**
- 3° **fraud**
- 4° terrorist offence, offence linked to **terrorist** activities or incitement to commit such offence, collusion or attempt to commit such an offence
- 5° **money laundering or financing of terrorism**
- 6° **child labour** and other trafficking in human beings
- 7° employment of foreign citizens under **illegal** status
- 8° the creation of a shell company.
- 9° The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.

§227 The tenderer 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 tenderer 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;

§228 The tenderer 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;

§229 The tenderer or one of its directors has committed serious professional misconduct which calls into question their integrity.

§230 The following are considered serious professional misconduct, among others:

- 1° A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- 2° A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019 <https://www.enabel.be/content/integrity-desk>;
- 3° A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace;
- 4° The tenderer 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;
- 5° Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition.

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

§232 When a conflict of interest cannot be remedied by other, less intrusive measures;

§233 Significant or persistent failures by the tenderer were detected during the execution of an essential obligation incumbent on him in the framework of a previous public contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered ‘significant’. The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

§234 Restrictive measures have been taken vis-à-vis the contractor 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.

§235 The tenderer 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>  
[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)

§236 If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

§237 The tenderer formally declares being able, when asked and without delay, to provide the relevant certificates and other kinds of supporting documents, except if:

- 1° Enabel can directly obtain the supporting documents concerned by consulting a national database in a Member State that is accessible for free, provided the tenderer has given the required information (website address, responsible authority for providing the information, specific reference of the documents) so Enabel can obtain these, with concomitant permission to access them;
- 2° Enabel already has said documents.

§238 The tenderer formally agrees with Enabel accessing the supporting documents substantiating the information provided in this document.

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

## 6.4 Form 4 - Integrity Statement of the tenderer

§239 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 of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

§240 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 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 lead to the exclusion of the contractor from this and other public contracts for Enabel.

§241 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.

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

## 6.5 Exclusion Grounds

### 6.5.1 Appendix 1 - Power of attorney

§242 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.

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

### 6.5.2 Appendix 2 - Incorporation certificate

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

### 6.5.3 Appendix 3 - Certification of clearance with regards to the payments of social security contributions

§245 The tenderer must provide a certification<sup>12</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.

### 6.5.4 Appendix 4 - Certification of clearance with regards to the payments of applicable taxes

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

### 6.5.5 Appendix 5 - Declaration from a competent authority of not being in a situation of bankruptcy or insolvency.

## 6.6 Selection file

### 6.6.1 Economic and financial capacity

#### 6.6.1.1 Form 5: Historical Financial Performance

§247 The tenderer shall include in his tender audited balance sheets for the **last three years** (2020-2022) as Appendix 6 – Audited balance sheets (after page 40) to demonstrate the current soundness of the tenderer's financial position and its prospective long term profitability. Inaccurate declarations will be a cause of ending the contract, if awarded.

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

Financial data	2020 [€]	2021 [€]	2022 [€]
Annual turnover, excluding this public contract <sup>9</sup>			
Current Assets <sup>10</sup>			
Current Liabilities <sup>11</sup>			
Average annual exchange rates	1 ILS = 0.255 EUR	1 ILS = 0.261 EUR	1 ILS 0.283 EUR
	1 USD = 0.879 EUR	1 USD = 0.845 EUR	1 USD = 0.948 EUR

First name:	FN	Place:	PL
Last name:	LN	Date:	DT
Duly authorised to sign this tender on behalf of:	TEN	Signature and stamp:	

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

<sup>9</sup> Last accounting year for which the entity's accounts have been closed.

<sup>10</sup> The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

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

<sup>11</sup> A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

### 6.6.1.2 Selection Criterion 1: Average annual turnover

§250 In one of the past three financial years the tenderer must have achieved a total **turnover** of at least:

	<b>Total turnover</b>
For participating in Lot 1	100,000 €
For participating in Lot 2	150,000 €
For participating in both lots	250,000€

### 6.6.1.3 Selection Criterion 2: Financial resources

§251 The tenderer must also provide evidence of his financial solvability.

§252 This financial capacity will be evaluated on the basis of the approved Financial Statements of the last three years if they were deposited with the National Bank of Belgium. Tenderers who have deposited their approved Financial Statements with the National Bank of Belgium do not have to include them in their tender since the contracting authority can consult them via the digital portal of the federal authority.

§253 Tenderers who have not deposited their approved Financial Statements with the National Bank of Belgium for the last three financial years shall include them in their tender. This obligation also applies for recently approved Financial Statements that have not yet been deposited with the National Bank of Belgium because the legal deposit deadline has not yet expired. For individual undertakings it suffices to draw up a document that lists all assets and liabilities by an IEC/IAB accountant or a registered auditor. This document must be certified true by an IEC/IAB accountant or by the registered auditor, as appropriate. The document must present recent financial conditions (dated 6 months maximum from the tender opening date). In case the enterprise has not yet published its Financial Statements, an interim balance certified true by the IEC/IAB accountant or the registered auditor will do.

§254 Non-Belgian enterprises must also attach to their tender their approved Financial Statements for the last three financial years or a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.

§255 Note: Belgian public procurement law does not authorize advance payments for this contract. The first progress payment may be submitted one month after the commencement of the works and may take one month to be processed. The successful tenderer can therefore expect to have to advance an amount at least equivalent to the first two months of the works' worth.

§256 The tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

1° the following requirement:

	<b>Total financial Resources</b>
For participating in Lot 1	40,000.00 €
For participating in Lot 2	70,000.00 €
For participating in both lots	110,000.00 €

2° The overall financial resources requirements for this contract and its concurrent commitments.

§257 As all lots have to be implemented in parallel, in case of participation in more than one lot, the tenderer must demonstrate access to, or availability of, financial resources equal to the total of the amounts mentioned above for each of the lots (s)he would be awarded.

§258 The financial resources will initially be evaluated through the calculation of the working capital (current assets minus current liabilities) of the last year of accounting (2020). Should the tenderer show a lesser than required amount of working capital for the lot (s)he is being evaluated for, or should (s)he want to show access to additional financial resources to be able to be awarded more lots, (s)he must complete the table below and join proof thereof (e.g. letter from a financial institution promising a loan, etc.) as part of their tender.

#### 6.6.1.4 Form 6: access to financial resources

<b>Description</b>		<b>Amount [€]</b>
Working capital 2022 (= current Assets – current Liabilities) (From Form 4: Historical Financial Performance, p.38)		
Other additional financial resources (specify)		
Total financial resources		

§259 A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which (s)he has with these entities. In that case, the following rules apply:

§260 Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

§261 The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.

#### 6.6.1.5 Appendix 6 – Audited balance sheets

Please insert your audited balance sheets for the last three years after this page.



## 6.6.2 Technical aptitude

### 6.6.2.1 Selection Criterion 3: Similar services

§262 The tenderer must prove experience, as contractor, management contractor, or subcontractor, **within the last five years, in a number of contracts as specified in the table below**, that have been successfully and substantially completed and that are similar to the proposed supplies.

	<b>Min. number of contracts</b>	<b>Each with a minimum value of</b>	<b>With a minimum combined value of</b>
For participating in Lot 1	3	20,000 €	150,000 €
For participating in Lot 2	3	20,000 €	150,000 €
For participating in both lots	6	20,000 €	300,000 €

§263 The tenderer includes in his tender a list with the main contracts that have been executed over the past five years including the amount and date as well as the public or private recipients.

§264 Contracts which have been entirely (100%) subcontracted by the tenderer to another entity will not be considered as experience and shall not be listed.

§265 For contracts implemented in consortium with other entities, only the amount of works really implemented by the tenderer shall be mentioned and will be considered as experience.

**6.6.3 Form 7: List of Similar supply deliveries**

§266 List below the experience under contracts which have been delivered over the last five (5) years. Start with the most recent.

§267 Tenederers must provide as Appendix 7.- Completion certificates (inserted after page 45) the following supporting documents:

- Either Completion certificates signed by the contracting authority and clearly indicating the following information:
  - Description of the main supplies provided;
  - Final contract value and currency;
  - Final/provisional acceptance date;
- Or the following supporting documents as a proof for each experience: contract, receipt note, invoice with a proof of payment by the contacting authority such as an issued VAT exemption letter, payment advice or payment slip signed and stamped by the contracting authority.

Description of the main supplies provided	Delivery place	Final contract value	Currency	Provisional acceptance date (delivery)	Contracting authority and contact

Description of the main supplies provided	Delivery place	Final contract value	Currency	Provisional acceptance date (delivery)	Contracting authority and contact

Description of the main supplies provided	Delivery place	Final contract value	Currency	Provisional acceptance date (delivery)	Contracting authority and contact

First name:	FN	Place:	PL
Last name:	LN	Date:	DT
Duly authorised to sign this tender on behalf of:	TEN	Signature and stamp:	

§268 The tenderer shall attach to his tender the completion certificates of the mentioned contracts.

## **6.7 Appendix 7 – Completion certificates**

Please insert after this sheet all completion certificates for the references listed in the table above

## 6.8 Form 8 - Tender form – Prices

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

§270 Before filling this form, the tenderer shall fill his unit prices in Annex 1 – Bill of Quantities (excel file). This shall be printed and signed and inserted as Appendix 8 – Filled and signed Bill of Quantity after this page. The totals for each lot must be reported accurately here below.

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

§272 The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and **exclusive of VAT: (No extra cost for delivery)**

		Price offer (without V.A.T, in EUR)	
<b>Lot 1</b>	€	P <sub>1</sub>	
<b>Lot 2</b>	€	P <sub>2</sub>	

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

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

§275 In order to correctly compare the tenders, the duly signed information or documents mentioned under 3.4.5 How to submit tenders? (p.13) must be attached to the tender. The tenderer declares on honour that the information given is accurate and correct and that it has been established while fully aware of the consequences of misrepresentation.

§276 Certified true and sincere,

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

## 6.9 Appendix 8 – Filled and signed Bill of Quantity

Please insert after this page the filled and signed  
Bill of Quantity

## 6.10 Form 9: checklist of documents to be joined to the tender

§277 Please refer to 3.4.5. How to submit tenders?, p.13 for complete instructions on how to fill the forms of the present tender document.

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

Page	Forms	Filled ?	Attachments	Joined ?
32	<u>Form 1 - Identification form</u>			
33	<u>Form 2: Subcontractors</u>			
34	<u>Form 3 - Declaration on honour – Exclusion grounds</u>			
36	<u>Form 4 - Integrity Statement of the tenderer</u>			
37			<u>Appendix 1 - Power of attorney</u>	
37			<u>Appendix 2 - Incorporation certificate</u>	
37			<u>Appendix 3 - Certification of clearance with regards to the payments of social security contributions</u>	
37			<u>Appendix 4 - Certification of clearance with regards to the payments of applicable taxes</u>	
37			<u>Appendix 5 - Declaration from a competent authority of not being in a situation of bankruptcy or insolvency.</u>	
38	<u>Form 5: Historical Financial Performance</u>			
40	<u>Form 6: access to financial resources</u>			
40			<u>Appendix 6 – Audited balance sheets</u>	
42	<u>Form 7: List of Similar supply deliveries</u>			
45			<u>Appendix 7 – Completion certificates</u>	
46	<u>Form 8 - Tender form – Prices</u>			
46			<u>Appendix 8 – Filled and signed Bill of Quantity</u>	
47	<u>Form 9: checklist of documents to be joined to the tender</u>			