Enabel

Tender documents

Enabel in Palestine

Public service contract for the comprehensive environmental assessment of existing school buildings in Palestine

Contract external reference: **PSE22001-10055**

Projects:

- PSE22001 – Quality Education and Learning
- PZA170421T – Resilience in Schools of East Jerusalem

Tenderer:

Belgian development agency

enabel.be

Important note:

All potentially interested tenderers **are kindly invited to** provide their contact infromation throught the following **Form** (https://forms.office.com/e/Y6tCCc743n) to be informed of possible changes or updates

Tenderers who have downloaded these tender documents are also advised to consult Enabel website:

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

regularly, where updates and answers to questions may also be posted until 6 days before the deadline for submission (see §39, p.12).

Table of content

1 General point 6

1.1 Deviations from the General Implementing Rules 6

1.2 Contracting Authority 6

1.3 Institutional framework of Enabel 6

1.4 Rules governing the public contract 7

1.5 Definitions 7

1.6 Confidentiality 8

1.7 Deontological obligations 8

1.8 Applicable law and competent court 9

2 Object and scope of the contract 10

2.1 Type of contract 10

2.2 Object and scope of the contract 10

2.3 Lots 10

2.4 Items 10

2.5 Term of the procurement contract 11

2.6 Variants 11

2.7 Option 11

2.8 Quantities 11

3 Procedure 12

3.1 Award procedure 12

3.2 Publication 12

3.3 Information 12

3.4 Tender 13

3.5 Submission of tenders 14

3.6 Amending or withdrawing tenders 16

3.7 Opening of tenders 16

3.8 Evaluation of tenders 16

3.9 Concluding the contract 18

4 Specific contractual provisions 19

4.1 Definitions (Art. 2) 19

4.2 Correspondence with the service provider (Art. 10) 19

4.3 Contract manager (Art. 11) 19

4.4 Subcontractors (Art. 12-15) 20

4.5 Confidentiality (Art. 18) 20

4.6 Intellectual property (Art. 19-23) 20

4.7 Performance bond (Art. 25-33) 20

4.8 Conformity of performance (Art. 34) 22

4.9 Changes to the procurement contract (Art. 37 to 38/19) 22

4.10 Preliminary technical acceptance (Art. 41-42) 23

4.11 Means of action of the Contracting Authority (Art. 44-51 and 154-155) 23
4.12 Performance modalities (Art. 146 and seq.) 24
4.13 Place where the services shall be performed (Art. 149) 25
4.14 Inspection of the services (Art. 150) 25
4.15 Liability of the service provider (Art. 152-153) 25
4.16 General payment modalities (Art. 66-72 and 160) 26
4.17 End of the contract (Art. 64-65, 150 and 156-157) 27
4.18 Litigation (Art. 73) 27
5 Terms of reference 29
5.1 Introduction 29
5.2 Objective of the consultancy 33
5.3 Criteria and indicators 34
5.4 Sites description and location 36
5.5 Technical requirements and applicable standards 38
5.6 Performance modalities and deliverables 45
5.7 Personnel composition and equipment 51
5.8 Personnel specification 54
6 Forms 55
6.1 Form 1 - Identification form 55
6.2 Form 2 - Integrity statement for the tenderers 56
6.3 Form 3 - Declaration on honour – exclusion criteria 57
6.4 Attachment 1 - Power of attorney 59
6.5 Attachment 2 - Incorporation certificate 60
6.6 Attachment 3 - Certification of clearance with regards to the payments of applicable taxes 61
6.7 Form 4 - List of the main similar services 62
6.8 Attachment 4 - Certificates of completion 63
6.9 Form 5 - Financial offer 64
6.10 Attachment 5 - Methodology 65
6.11 Form 6 - Key experts 66
6.12 Attachment 6 - CVs of all mentioned personnel 67
6.13 Form 7 - Subcontractors 68
6.14 Form 8 - Checklist 69

Acronyms

CSO	Civil Society Organization
EE	Energy Efficiency
GHG	Greenhouse Gas(es)
KAP	Knowledge, Attitude and Practices
LGU	Local Governance Unit
NDC	Nationally Determined Contribution
NAP	National Adaptation Plan to Climate Change
PCBS	Palestinian Central Bureau of Statistics
PENRA	Palestinian Energy and Natural Resources Authority
PHGBC	Palestinian Higher Green Building Council
PV	Photovoltaic
QEL	Quality Education and Learning
RE	Renewable Energy
SC	Steering Committee
SO	Specific Objective
SPV	Solar photovoltaic
STEM	Science, Technology, Engineering and Mathematics
UNDP	United Nations Development Programme
VTC	Vocational Training Centre

1 General point

1.1 Deviations from the General Implementing Rules

§1 Point 4 Specific contractual provisions, p.19 of these tender documents includes the administrative and contractual terms that apply to this public contract as a deviation of the 'General Implementing Rules of public 8contracts' (Royal Decree of 14 January 2013) or as a complement or an elaboration thereof.

§2 These tender documents derogate from Art. article 25§2 of the General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)" p.20, to allow the participation of local tenderers.

1.2 Contracting Authority

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

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

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

1.3 Institutional framework of Enabel

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

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

- In the field of international cooperation: The United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid are important touchstones;
- In the field of fighting corruption: The Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003[4], as well as the Law of 10 February 1999 on the Suppression of Corruption transposing

[1] Belgian Official Gazette of 26 march 2013
[2] Belgian Gazette of 30 December 1998
[3] Belgian Official Gazette of 11 December 2017
[4] Belgian Official Gazette of 18 November 2008.

the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

- In the field of Human Rights: The United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation[5] on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of respecting the environment: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian Federal State, approved by the Royal Decree of 17 December 2017, that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- 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

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

- The Law of 17 June 2016 on public procurement[6];
- The Law of 17 June 2013 on motivation, information and remedies in respect of public contracts and certain works, supply and service contracts[7];
- The Royal Decree of 18 April 2017 concerning the award of public works, supply and service contracts in the classical sector[8];
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules of public contracts[9];
- Circulars of the Prime Minister with regards to public contracts.

1.5 Definitions

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

- Tenderer: The economic operator that submits a tender;
- Service provider: The tenderer to whom this service contract is awarded;
- Contractor: The economic operator that will be awarded the contract for the implementation of the works designed and supervised by the service provider;
- Contracting Authority: Enabel, represented by the Resident Representative of Enabel in the occupied Palestinian territory;
- Tender: The commitment of the tenderer to perform the public contract under the conditions that (s)he has submitted;
- Tender documents: This document and its annexes and the documents it refers to;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all kinds of needs, including access for people with

[5] http://www.ilo.org/ilolex/english/convdisp1.htm.
[6] Belgian Official Gazette of 14 July 2016.
[7] Belgian Official Gazette of 21 June 2013.
[8] Belgian Official Gazette of 09 May 2017.
[9] Belgian Official Gazette of 14 February 2013.

disabilities, and the evaluation of conformity, the product performance, the use of the product, the safety or dimensions, as well as requirements applicable to the product as regards the name under which it is sold, the terminology, symbols, the testing and test methods, the packaging, the marking or labelling, instructions for use, the production processes and methods at any stage of the life cycle of the supply or service, as well as the evaluation and conformity procedures;

- General Implementing Rules: Rules given in the Royal Decree of 14 January 2013 establishing the general rules for the performance of public contracts;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the Contracting Authority, or at the initiative of the tenderer;
- Option: an accessory element which is not strictly necessary to the performance of the contract but which has been introduced on demand of the Contracting Authority or on the initiative of the tenderer;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority;
- Litigation: Court action.

1.6 Confidentiality

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

§11 They will disseminate this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they will comply therewith.

1.7 Deontological obligations

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

§13 For the duration of the contract, the service provider and its staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or service provider is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

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

§15 Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the Contracting Authority

who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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

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

1.8 Applicable law and competent court

§18 The public contract must be performed and interpreted according to Belgian law. The parties commit to sincerely perform their engagements to ensure the good performance of this contract. In case of litigation or divergence of opinion between the Contracting Authority and the service provider, the parties will consult each other to find a solution. If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter. See also point 4.18 "Litigation (Art. 73)" p.27.

2 Object and scope of the contract

2.1 Type of contract

§19 Public procurement contract for services.

§20 This contract is a mixed contract, where some items have a fixed price (lumpsum) and others have a fixed unit price but variable quantities (schedule-of-price contract).

2.2 Object and scope of the contract

§21 This public services contract concerns the comprehensive environmental assessment of a sample of 17 public schools in Gaza and the West Bank, including East Jerusalem, with the purpose of setting a baseline for the design of four new schools with higher environmental performances, inform the design standards of future schools and for the potential greening of existing school buildings.

§22 Services shall be performed in conformity with the conditions of these tender documents.

§23 The general and specific objectives of the consultancy are described in section 5 Terms of reference: 5.2 Objective of the consultancy, p.33

2.3 Lots

§24 The procurement contract has no lots. The contract is indivisible.

2.4 Items

§25 The procurement contract consists of the following items:

- **Item 1**: The implementation of a detailed **energy audit** for each concerned public school building, combining theoretical calculations and on-site tests and measurements, and formulating proposals of improvement.
- **Item 2**: - The estimation of the **carbon footprint** of the different school buildings, covering their current use and the historic emissions embedded in the construction materials for their production as well as a calculation of the **raw material resources** (aggregates, iron ore, stone) consumed for the construction of the schools .
- **Item 3**: The implementation of a comprehensive **water cycle audit** including the freshwater consumption, pre-treatment, storage, grey and black waters post-treatment, measurement of degree of pollution at exit, potential current reuse and recycling, as well as the rainwater drainage and potential existing harvesting measures, and formulating proposals of improvement.
- **Item 4**: A **solid waste** audit, including an analysis of current practices, measurement of quantities and types of waste, potential current sorting and recycling practices, and formulating proposals of improvement.
- **Item 5**: A climate change and environmental **awareness assessment** , using a Knowledge, Attitude and Practices survey, before and after the implementation of the audits and greening measures, and formulating proposals which may contribute to further reinforce awareness of users.

2.5 Term of the procurement contract[10]

§26 The contract starts upon award notification and expires at the final acceptance (see also point 4.12 Performance modalities (Art. 146 and seq.)2424.

2.6 Variants

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

2.7 Option

§28 Options are not permitted.

2.8 Quantities

2.8.1 Fixed and conditional blocks

§29 Only the first two phases (A – Inception and B – Preliminary Assessment) of each item are determined (fixed block). During the contract period, the Contracting Authority will be able to commit for additional order(s) for Phase C (Detailed Assessment). Such commitment will be made through (a) written commencement order(s) (see 4.12.1 Implementation period (Art. 147)p. 24).

§30 Without prejudice to the possibility for the Contracting Authority to not award the contract, to terminate the contract if the services performed do not meet the requirements imposed or if they are not performed by the deadlines asked, or to reduce the number of schools to be assessed as part of the commencement order, by concluding this contract (at awarding) the service provider acquires the right to perform the fixed block.

2.8.2 Lumpsum and variable quantities

§31 This contract is a mixed contract, where some items have a fixed price (lumpsum) and others have a fixed unit price but variable quantities (schedule-of-price contract).

§32 Items 1 to 4 are a schedule-of-price (unit-price based) contract, where only the unit prices (per school) are fixed. The global price (see 6.9 Form 5 - Financial offer, p.64) is based on an estimated number of schools to be assessed. The presumed quantities (number of schools) mentioned in the table below are for information purposes only. The exact number of schools to be assessed for phases B and C will be confirmed in the commencement order forms.

§33 Item 5 (KAP survey) of theis contract is a lump-sum price contract, i.e. the global price is an all-in fixed price which covers all the services concerned by the contract. The all-in price is based on a breakdown of the lump-sum price into phases A, B and C.

Item		Phase A	Phase B		Phase C	
		Pricing	Pricing	Estimated quantity	Pricing	Estimated quantity
1	Energy Audit	Cost to be included in price for phase B	Generic **unit price** per school	17 schools	Specific **price for each school**	17 schools
2	Carbon footprint					
3	Water cycle audit					
4	Solid waste					
5	Awareness survey		**Lumpsum**	1	**Lumpsum**	1

[10] Please note: term of the procurement contract not to be confused with performance period.

§34 As long as the threshold for this procedure is not exceeded, the Contracting Authority reserves the right to order additional quantities of the same items or extend the contract to similar services, for a period of three years.

3 Procedure

3.1 Award procedure

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

3.2 Publication

§36 The contract notice is published on **Tuesday, August 1st, 2023**:

- On Enabel website (www.enabel.be/content/btc-tenders).

§37 The contract notice was also published locally on:

- Jobs.ps portal in Palestine (https://www.jobs.ps)
- Tenderjo portal in Jordan (http://tenderjo.com)

3.3 Information

§38 The awarding of this contract is coordinated by **Mr. Mohammed Dahlan (Expert in Contracting and Administration)**. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

§39 Until **Monday 14th August 2023** inclusive, candidate-tenderers may ask questions about these Tender Specifications and the contract. Questions will be in writing to **Mr. Mohammed Dahlan, Expert in Contracting and Administration (mohammed.dahlan@enabel.be)** and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as from **Thursday 17th August 2023**.

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

§41 The procurement documents can be consulted free of charge at the following internet address:

▶ https://www.enabel.be/public-procurement/

§42 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 he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

§43 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

§44 The tender of the tenderer will consist of the physically separate sections mentioned below (see 6 – Forms, p.55):

- 6.1 Form 1 - Identification form, p.55
- 6.2 Form 2 - Integrity statement for the tenderers, p. 56
- 6.3 Form 3 - Declaration on honour – exclusion criteria, p.57
- 6.4 Attachment 1 - Power of attorney, p.59
- 6.5 Attachment 2 - Incorporation certificate, p.60
- 6.6 Attachment 3 - Certification of clearance with regards to the payments of applicable taxes, p.61
- 6.7 Form 4 - List of the main similar services, p.62
- 6.8 Attachment 4 - Certificates of completion, p.63
- 6.9 Form 5 - Financial offer, p.64
- 6.10 Attachment 5 - Methodology, p.65
- 6.11 Form 6 - Key experts, p.66
- 6.12 Attachment 6 - CVs of all mentioned personnel, p.67
- 6.13 Form 7 - Subcontractors, p.68
- 6.14 Form 8 - Checklist, p.69

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

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

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

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

3.4.2 Price determination

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

§50 All prices given in the tender form must obligatorily be quoted in EUROS.

§51 This procurement contract is a mixed contract, meaning that the prices are fixed according to several of the modes described 2.8 Quantities, p.11.

§52 In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

3.4.3 Elements included in the price

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

§54 Fees, per diems, salaries, travel costs including parking costs or fines in all locations, insurance costs, security costs, magnetic cards / permits costs, communication costs (including phone calls and the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the Contracting Authority, the production and delivery of documents or records linked to the performance of the services,

§55 the acceptance costs, all costs, staff, equipment, lab testing and material expenses needed to perform the present contract (see table below), all professional software licences needed to complete the tasks within this contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and costs for any possible intellectual property rights.

§56 In particular this includes the cost for access to and use of equipment and carrying necessary tests to complete the requested tasks (for a detailed description of the requested tasks and associated equipment and tests, see also 5.7.2 Equipment, p.52):

- Energy meters/Watt meters: to measure energy consumption in different parts of the building, such as HVAC systems, lighting, and appliances
- Thermal imaging cameras
- Blower doors
- HVAC testing equipment and tools
- Data loggers
- Water meters
- Flow measurement devices
- Pressure gauges
- Leak detection equipment
- All tests (including sampling equipment, sampling material, as well as laboratory materials and costs etc) required to measure the following indicators: total suspended solids (TSS), volatile suspended solids (VSS) indicators, total nitrogen (TN), total phosphorus (TP), biological oxygen demand (BOD) and chemical oxygen demand (COD), Pathogens (including bacteria, viruses, and parasites), chemicals, heavy metals and organic compounds (see also 5.5.3.2 Water treatment and recycling p.42)
- Different types of relevant, licensed computer software (e.g. CO_2 emissions calculator)
- And any other type of equipment needed to measure accurately the type of data requested as well as to do the necessary requested tests.

3.4.4 Period of validity

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

3.5 Submission of tenders

§58 The tender will be drawn up in 1 printed copy on A4 paper (printing in black and white and on both sides of paper is encouraged).

> ▶ It is kindly requested to **avoid fancy binding systems and plastic covers** – one simple staple or binder clip is most appreciated. The financial offer

does not need to be sealed in a separate envelope.

§59 Two electronic copies (the original editable pdf file as filled before printing and a scan of the printed, signed and stamped original copy) must also be submitted in one or more PDF files on a physical elecrtonic support (CD-ROM, DVD-ROM, USB flash memory or SD card). Each tenderer may only submit one tender.

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

§61 The signed and dated original will be sent in a sealed envelope mentioning:

1. Tender Title: "**Public service contract for a comprehensive environmental assessment of existing school buildings**"
2. contract number: "**PSE22001-10055**"
3. Tenderer Name

§62 For this purpose, a **template for this cover page**, to be affixed on the envelope, is provided at the last pasge of this document, p.70.

3.5.1 Deadline for submission

§63 The tenderer submits his/her tender by **Monday 28th August 2023 before 03:00 pm** (Palestinian time – GMT+3) as follows:

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

OR

b) Delivered by hand with acknowledgement of receipt to one of the following two addresses:

Enabel office in Ramallah
Belgian Development Agency
Royal Center Building, 7th Floor
Al Balou', Mecca Street
Ramallah – Al Bireh – West Bank
T/F: (+970) 2 242 1137/8

Or

Enabel office in Gaza
Belgian Development Agency
Al Rayes Plaza Building, 4th floor
Victor Hugo street
Gaza City
T +970 8 2822007

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

§65 Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted (Article 83 of the Royal Decree on Awarding).

3.6 Amending or withdrawing tenders

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

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

3.7 Opening of tenders

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

3.8 Evaluation of tenders

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

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

3.8.1 Access rights and selection criteria

3.8.1.1 Access rights

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

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

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

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

3.8.1.2 Selection criteria

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

§76 By means of the documents requested in 0

§77 Form 4 - List of the main similar services, the tenderer must prove that he is sufficiently capable, from a technical point of view, to successfully perform this public contract.

§78 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.

§79 **In order to be selected for this contract, the tenderer must have at least two relevant contracts (each with a minimum value for each contract of 5,000 €) carried out in the past five years to the highest standard and to the client's full satisfaction. The number of references to be provided must not exceed 10. If more than 10 references are provided, only the first listed 10 will be considered.**

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

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

3.8.2 Regularity of tenders

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

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

3.8.3 Negotiations

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

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

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

3.8.4 Award criteria

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

3.8.4.1 Award criterion 2 - Technical Offer: 60 %

(i) Proposed methodology (20 points)

§88 The tenderer proposes a methodology based on the instructions given in the Terms of Reference (see 6.10 Attachment 5 - Methodology, p.65).

(ii) Qualification and experience of key experts proposed (40 points)

§89 The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in point 5 "Terms of Reference" and they are subject to evaluation. Their evaluation is based on the years of experience and having experience in context.

1.	Energy auditor	12 points
2.	Electrical engineer	7 points
3.	Mechanical/plumbing engineer	7 points
4.	KAP Survey expert	7 points
5.	Carbon Emissions Analyst	7 points

§90 Only tenderers obtaining a total score of at least 40 points for criteria 1 and 2 will be evaluated for the price criterion.

3.8.4.2 Award criterion 3 - Price: 40 %

§91 With regards to the 'price' criterion, the following formula will be used:

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

3.8.5 Awarding the public contract

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

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

§94 The Contracting Authority maintains the right to award only a certain lot or certain lots or sublots.

3.9 Concluding the contract

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

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

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

4 Specific contractual provisions

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

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

4.1 Definitions (Art. 2)

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

4.2 Correspondence with the service provider (Art. 10)

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

4.3 Contract manager (Art. 11)

§100 The contract managing official is Mr Joeri Leysen, Intervention Manager, e-mail: joeri.leysen@enabel.be with technical support from Mr. Alexis Doucet, Expert in Infrastructure, e-mail: alexis.doucet@enabel.be.

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

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

§103 However, the signing of amendments or any other decision or agreement implying a deviation from the essential terms and conditions of the contract are not part of the competence of the contract manager. For such decisions the Contracting Authority is represented as stipulated under point 1.2 "Contracting Authority".

4.4 Subcontractors (Art. 12-15)

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

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

4.5 Confidentiality (Art. 18)

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

4.6 Intellectual property (Art. 19-23)

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

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

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

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

4.7 Performance bond (Art. 25-33)

4.7.1 Provision of a bond

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

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

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

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

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

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

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

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

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

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

4.7.2 Failure to post the performance bond (Art. 29)

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

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

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

4.7.3 Release of the Bond (Art. 33)

§122 At the request of the service provider, the bond will be released:

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

4.8 Conformity of performance (Art. 34)

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

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

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

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

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

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

4.9.2 Adjusting the prices (Art. 38/7)

§127 For this procurement contract, price reviews are not permitted.

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

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

§129 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.

§130 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.

§131 The contractor has a right to damages for suspensions ordered by the contracting authority when:

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

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

4.9.4 Unforeseen circumstances

§133 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.

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

4.10 Preliminary technical acceptance (Art. 41-42)

§135 The Contracting Authority reserves the right to demand an activity report at any time of the mission to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered, and problems solved, deviation from the planning and deviations from the ToR).

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

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

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

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

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

4.11.1 Failure of performance (Art. 44)

§140 The service provider is considered to be in failure of performance of the contract:

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

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

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

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

4.11.2 Fines for delay (Art. 46-154)

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

§145 Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

4.11.3 Measures as of right (Art. 47-155)

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

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

§148 The measures as of right are:

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

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

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

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

4.12 Performance modalities (Art. 146 and seq.)

4.12.1 Implementation period (Art. 147)

§150 The services shall be performed within a period that is to be expressed in calendar days. This period starts 7 days after the date on which the service provider received the contract award notification letter containing the first commencement order.

§151 The implementation modalities follow different phases, each of which will combine one part or step of the different items form the assignment.

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

#	Step /phase	Start (triggered by)	End (output)	Responsible	Duration (calendar days)
A	Inception Phase	Commencement order #1	Deliverable #1	Consultant	7
A'	Review by Contracting Authority	Deliverable #1	Commencement order #2	Contracting Authority	7*
B	Preliminary assessment	Commencement order #2	Deliverable #2	Consultant	15
B'	Review by Contracting Authority	Deliverable #2	Commencement order #3	Contracting Authority	15*
C	Detailed assessment	Commencement order #3	Deliverable #3	Consultant	60
C'	Review by Contracting Authority	Deliverable #3	Commencement order #4	Contracting Authority	15*
C''	Final Version of detailed assessment	Commencement order #3	Deliverable #4	Consultant	7
*Duration of review periods by the Contracting Authority are indicative and non-binding					

4.13 Place where the services shall be performed (Art. 149)

§153 The services will be performed at the following locations:

- For the site visits, interviews and assessments: in the sites mentioned in the terms of references. See: 5.4 Sites description and location p.36.
- For the analysis of data and production of deliverables: at the service provider's premises
- For the presentation of deliverables to the Contracting Authority: at Enabel's offices (in in Ramallah and/or Gaza – see addresses mentioned in 3.5 Submission of tenders, p.14), at the Ministry of Education in Ramallah or online (to be confirmed by the Contracting Authority during the implementation, depending on the deliverable).

4.14 Inspection of the services (Art. 150)

§154 If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

§155 The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

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

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

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

4.16 General payment modalities (Art. 66-72 and 160)

§158 The invoice must be in **Euros**.

§159 The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to one of the following addresses:

Enabel office in Ramallah Belgian Development Agency Royal Center Building, 7th Floor Al Balou', Mecca Street Ramallah – Al Bireh – West Bank	Or	Enabel office in Gaza Belgian Development Agency Rayyes Building, 4th Floor Victor Hugo St., Rimal Gaza

§160 The invoice will be signed and dated, and will include:

- To: "Enabel, the Belgian Development Agency";
- the statement: 'Certified true and sincere for the amount of EUR …. (amount in words).'
- the reference "PSE22001-10055 #X" (where "X" is the sequential number of the progress payment)

§161 Only completed and accepted deliverables may be invoiced.

§162 The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

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

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

§165 No advance may be asked by the contractor and the payment is made after provisional of each service delivery of a same order.

§166 In order for Enabel to obtain the VAT exemption as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.

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

4.16.1 Payments Schedule

§168 The sequence of payments to the consultant is outlined below.

4.16.1.1 Payments for the Inception Report and Preliminary Assessment

§169 During the Inception and Preliminary Assessment Phase, payment will only be made after completion and final acceptance of the Deliverables A, B1 and B2 and B3 (see 5.6.1.3 Deliverables p. 45 and 5.6.2.3 Deliverables p.46 for more details) for all schools.

§170 The payment of a lump sum amount, with a value as defined as per the prices provided in the financial offer for these two phases shall be made upon submission and approval of the four (4) completed deliverables mentioned above. For Items 1 to 4, the unit prices will be multiplied by the actual quantities ordered in the first commencement order.

4.16.1.2 Payments for the Detailed Assessment

§171 The payments for the detailed assessment can be submitted per item and per school after completion and final acceptance of the Deliverables C1, C2 and/or C3 for the concerned schools (see for a list of all concerned schools 5.4 Sites description and location p.36 and 5.6.3.3 Deliverables p.48 for more details about the deliverables).

§172 The amount of the interim payments will be calculated based on the prices submitted in the financial offer for each item and school of the detailed assessment phase and the deliverables which have been accepted for each school. The payment requests may cover any combination of items for any number of schools. However, the consultant can only submit one (1) request for an interim payment per calendar month.

§173 Until all deliverables are completed for all schools, a 10% retention will be applied on interim payments.

§174 The final payment to the Consultant, which will correspond to the amounts retained, will be made upon receipt and approval of all completed Deliverables for all schools.

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

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

4.17.1 Acceptance of the services performed

§176 The managing official will closely follow up the services during performance.

§177 The services will not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.

§178 The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

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

§180 The acceptance specified above is final.

4.18 Litigation (Art. 73)

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

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

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

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

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

5 Terms of reference

5.1 Introduction

5.1.1 Climate change and Palestine's NDCs

§185 Palestine it is one of the most vulnerable countries to climate change, considering its location in the Mediterranean region, a hot spot for climate change and its impact. Rising temperatures, changes in precipitation patterns, and increased frequency and intensity of extreme weather events are all expected to have significant impacts on Palestinian communities, particularly in the areas of water availability, agriculture, and public health.

§186 Despite the major challenge posed by the ongoing Israeli occupation and political instability in the region, the Palestinian Government is committed to pursuing climate actions and working towards a more sustainable future for its people. The Government has developed a climate change policy that seeks to mitigate greenhouse gas emissions, adapt to the impacts of climate change, and promote sustainable development.

§187 Palestine submitted its Nationally Determined Contribution (NDC) plan to the United Nations Framework Convention on Climate Change (UNFCCC) in 2016. The period between joining the UNFCCC in March 2016 and submitting the INCR and NAP in November 2016 was less than eight months, highlighting the importance of climate change within Palestine's national agenda.

§188 The NDC plan outlines Palestine's commitment to reducing greenhouse gas (GHG) emissions and adapting to the impacts of climate change. The nation decided to revise its NDC targets in 2021 and increased its ambitions, a key ambition being raising its conditional greenhouse gas emissions reduction targets to 26.6% (instead of 24.4%) in an independence scenario and 17.5% (instead of 12.5%) in a status-quo scenario by 2040, compared to business as usual.

§189 The National Adaptation Plan to Climate Change (NAP) for Palestine draws a road map for climate change adaptation, including a range of initiatives aimed at reducing energy consumption, increasing the use of renewable energy sources, improving water management, promoting sustainable agriculture, and building climate resilience in vulnerable communities.

§190 Twelve sectors were identified as "highly vulnerable" to climate change and out of these 12, action plans for 6 sectors (in 2021) including agriculture, energy, health, transport, waste, and water were developed in order to facilitate successful implementation of Palestine's NDC.

§191 The plan also considers mitigation measures to the negative impacts on crucial sectors for economic growth, including agriculture, energy, and industry, which would bear the worst impacts of climate change.

§192 The NAP presents actions that will be undertaken locally, and will be scaled up and implemented more widely. In many cases, these plans lack endorsement and/or implementation at subnational level.

§193 Among the actions for the different sectors are for example the promotion of green buildings, harvesting of rainwater, improved energy efficiency by 20% and 20-33% of electricity to be generated from renewable energy by 2040, primarily from solar photovoltaic (SPV).

5.1.2 Green buildings and energy efficiency

§194 According to the Palestinian Central Bureau of Statistics (PCBS), the building sector is one of the largest energy consumers in Palestine, accounting for approximately 27% of the country's total energy consumption in 2019. This includes both residential and commercial buildings, as well as public infrastructure such as schools and hospitals.

§195 Meanwhile, according to the Palestinian Energy and Natural Resources Authority (PENRA), the energy sector is a significant contributor to greenhouse gas (GHG) emissions in Palestine. In 2018, the energy sector accounted for approximately 60% of Palestine's total GHG emissions. This is partially due to the fact that the primary fuel sources for electricity generation in Palestine and Israel are fossil fuels, mainly natural gas and diesel.

§196 Buildings are therefore a significant source of greenhouse gas (GHG) emissions in Palestine. According to a report by the United Nations Development Programme (UNDP), buildings and construction activities in Palestine are responsible for approximately 22% of the country's total GHG emissions. The main sources of GHG emissions from buildings in Palestine are energy consumption for heating, cooling, and lighting, as well as construction materials and waste.

§197 Efforts are being made to promote the use of renewable energy sources such as solar water heaters and photovoltaic systems to meet the energy needs of buildings in a sustainable and low-carbon manner. However, renewable and green energy shall not substitute itself to parsimony in energy use. While solar photovoltaic panels are a relatively clean source of energy compared to fossil fuels, there are still some environmental and social issues associated along the production and disposal supply chain: raw material extraction, such as silicon, copper, and rare metals, which can have environmental impacts, including habitat destruction, water pollution, and soil contamination, an energy-intensive production (which can be polluting if the energy used to manufacture the panels is itself not green), land use and end-of-life disposal as well as severe social risks related to conflicts, human right violations and illegal trade.

§198 Improving the energy efficiency of buildings is therefore a crucial aspect of sustainable architecture and an important leverage for mitigation of climate change, worldwide and in Palestine.

§199 To reduce the energy consumption in buildings and promote energy efficiency, PENRA is working on developing and implementing building codes and standards that promote energy-efficient design and construction practices. With the financial support of Belgium, Enabel has supported in 2022 the drafting of the second edition of the Energy Efficient Building Code for Palestine, in coordination with the Ministry of Local Government and PENRA, and of the Green Building Guidelines, with the Palestinian Higher Green Building Council (PHGBC).

§200 These future regulations should further be complemented through monitoring, certification schemes and quality controls as to increase the 'demand' for green buildings products and services.

§201 However, currently, no environmental standard nor level of energy performance is made mandatory in Palestine. No calculation of the energy performance is even routinely made nor requested as part of building permits, while no specific standard tool for rating the energy performance of buildings has been developed in Palestine yet. There is therefore now a need to support the operationalization of these policies, by developing practical tools, schemes, processes, and templates adapted to the context and the guidelines policies, and test and showcase them on concrete pilot projects, before being able to disseminate their use to the general public and mainstream their requirement.

5.1.3 Enabel in Palestine

§202 Since 2000, the government of the Kingdom of Belgium, through the Belgian Development Agency (Enabel) has been supporting the Palestinian government with a wide range of programs in the sector of education, ranging from curriculum development to school construction and including ICT, TVET, and the sector-wide support with the Joint Financial Arrangement (JFA).

5.1.3.1 Green school construction

§203 Since 2010, a bilateral Schools Construction Programme has been implemented, with four consecutive phases. The ongoing fourth phase is due to end in July 2023, but the green school construction activities are continuing through SO1-QEL project (see below), as part of the new portfolio. The specific objective of the school construction programme was to increase the access to education in the Palestinian Territory through an improved infrastructure and the creation of a healthy, safe and eco-friendly educational environment.

§204 The last two phases (III and IV) of the programme and the new SO1/QEL project have a strong thematic focus on the environment, promoting green building design, construction techniques and innovation, passive and climate-adapted architecture, green energy and environmental awareness activities.

§205 In parallel, School IV project has also developed activitites to raise the awareness of students and teachers on climate change and the environement. Such activities have been implemented in schools in East Jerusalem, as well as during summer camps organized inside and outside the schools.

5.1.4 Enabel's new portfolio

§206 The focus of the Palestine Cooperation Strategy 2022-2026 is to empower youth in an environmentally sustainable Palestine. The objectives of the main two pillars under portfolio are:

- Young people in Palestine develop into active and critical citizen, ready for local and global challenges, through improved education, training, guidance and access to employment.
- The Palestinian population makes use of the opportunities of a sustainable environment.

5.1.5 SO1 – Quality Education and Learning (QEL) project

§207 The first intervention ("SO1") of the New Portfolio is the Quality Education and Learning (QEL) project.

§208 Its specific objective is that boys and girls, young women and men access quality education and acquire STEAM and 21st century skills in a conducive learning environment.

§209 It has three expected results:

- R1: Increased access to general education in more conducive learning environments
- R2: Enhanced quality of general education & learning outcomes in STEAM & 21st century skills
- R3: Improved well-being and inclusion of vulnerable students

§210 The first result foresees the construction, retrofitting and/or extension of schools in Gaza and the West Bank, including East Jerusalem. **It is foreseen to build two new green schools in Gaza and one in Hebron, and in East Jerusalem, to create a new school**, retrofit three existing schools, build three extensions.

§211 Building on successful previous school construction projects, all schools will follow low-energy sustainable design and construction principles, featuring innovating elements such as improved thermal insulation, passive ventilation, geothermal energy, solar walls and solar chimneys, PV systems, rainwater harvesting, low-energy materials, etc. To increase the intervention's visibility and to raise awareness, environmental certification (locally or internationally) will be sought for these buildings, where feasible.

§212 The four new schools mentioned above will be developed through another consultancy for their design and the supervision of their construction. **Their design will aim at achieving 21 targets of environmental, social and economic sustainability. Among these targets, some indicators are expressed in a relative way, as an improvement compared to business-as-usual. For example, the new schools will aim at:**

- Reaching the passive energy standard or reducing by 25% the energy needs of the buildings while maintaining or increasing the comfort of their users, whichever is more stringent.
- Reducing by 20% the non-energy related GHG emissions embodied in construction materials (e.g. from cement), as compared to current schools built in Palestine.
- Reducing by at least 20% the consumption of water, or possibly ensuring its full recycling on site.
- Reducing by 20% the consumption of non-renewable virgin material resources. These virgin resources include non-organic materials such as aggregates, stone or steel made from iron ore that are issued from quarries and not from recycling processes.
- Limiting the total extra cost of innovations that are not paid back within 10 years of use to 15% of the cost of existing school designs.

§213 These relative targets bring the need of a baseline study to show the current energy performance of buildings, the GHG emissions related to their construction and use, their current level of water consumption, and current cost.

§214 This consultancy aims at creating such a baseline.

5.1.6 RiSE Project

§215 RiSE project (Resilience in Schools of East Jerusalem) aims to strengthen the resilience of the Palestinian community in East Jerusalem by improving access to education, school infrastructure and public spaces.

§216 The project, funded by the European Union and Belgium, builds upon the positive results of the Belgian funded Schools Construction Program through which 9 schools in East Jerusalem were rehabilitated.

§217 The general objective is to strengthen the resilience of the community in East Jerusalem by improving access to education and school infrastructure. A holistic approach is being used for improving both the physical school environment and wellbeing in the schools, as well as the the creation of adjacent public spaces using participatory methods which enhance ownership, motivation and life skills of students and the wider local community.

§218 The specific objective of the project is to increase the access to education in East Jerusalem through the creation of a healthy, safe, child and environment friendly education atmosphere involving the end users and the educational communities.

§219 This objective is to be reached through 3 results:

- The infrastructure of schools in East Jerusalem is improved and provides an inclusive, safe, healthy and environmentally friendly environment

- Students have gained life skills and have an increased sense of ownership of the school by being actively involved in the rehabilitation process
- The community is actively involved in the creation of 5 semi-public external spaces in or around the upgraded schools

§220 Following a double objective of contributing to the protection of the environment and raising awareness among end-users on its importance, the project has a focus on environmental friendliness through the design of the school rehabilitations and of the public spaces and school activities.

§221 In this framework, improvements in energy efficiency of the existing buildings are being sought wherever possible. This includes both passive and active measures, including technologically appropriate alternative technologies, renewable energies, etc. A main focus will be on the prevention of heat infiltration in summer (using shading devices or trees), heat loss in winter through better air tightness and insulation, solar water heating, rainwater harvesting, reuse of grey water, etc.

§222 For two schools, photovoltaic systems are also foreseen.

§223 Specific activities were also developed to raise student awareness on environmental issues, including on the importance of climate change, preventive measures to mitigate its risks and adapt to its consequences, on biodiversity, waste and recycling.

§224 This consultancy will help identify the possibilities of further greening the school environement, by introducing energy efficiency, water efficiency, and solid waste measures. Some of the proposals may be implemented as part of a "RiSE 2" project, under formualtion.

5.2 Objective of the consultancy

5.2.1 General objective

§225 The general objective of this consultancy is to promote environmental sustainability and awareness in schools in Palestine.

5.2.2 Specific Objectives

§226 The specific objectives of the consultancy are:

- To assess the current environmental impact of the construction and the use of public school buildings in Palestine, following a range of criteria and indicators related to the consumption of energy, water and non-renewable material resources, the efficiency of their use and the generated pollution (carbon footprint, water and solid waste).
- To propose a menu of possible mitigation measures, each with an estimated cost and potential positive impact on the environmental indicators
- To assess the knowledge, attitudes and practices related to climate change and the environment of school end-users and the Ministry of Education staff.

§227 The collected data and analysis will serve the following purposes:

- Creating a baseline for the environmental footprint of school buildings and guide the design of four new green schools to be built in the West Bank and Gaza with Belgian Government funding, which aim to perform comparatively better than the current schools in each of these indicators
- Possibly implement some of the proposed mitigation measures in the schools, to reduce their environmental footprint

- Feed into national guidelines for the environmental retrofitting of existing buildings in Palestine with concrete examples of applicable solutions in schools (these guidelines are foreseen and funded under another project implemented by Enabel)
- Raising awareness of the end-users and the Ministry of Education on climate change and the environment.

5.2.3 Items description

§228 The different items or sub-objectives of the consultancy are as follows:

- **Item 1**: The implementation of a detailed **energy audit** for each concerned public school building, combining theoretical calculations and on-site tests and measurements, and formulating proposals of improvement. See technical requirements - Item 1 – Energy audit
- **Item 2**: The estimation of the **carbon footprint** of the different school buildings, covering their current use and the historic emissions embedded in the construction materials for their production as well as a calculation of the **raw material resources** (aggregates, iron ore, stone) consumed for the construction of the schools . See technical requirements - Item 2 – Carbon footprint and resources consumption.
- **Item 3**: The implementation of a comprehensive **water cycle audit** including the freshwater consumption, pre-treatment, storage, grey and black waters post-treatment, measurement of degree of pollution at exit, potential current reuse and recycling, as well as the rainwater drainage and potential existing harvesting measures, and formulating proposals of improvement. See technical requirements - Item 3 – Water cycle audit.
- **Item 4**: A **solid waste** audit, including an analysis of current practices, measurement of quantities and types of waste, potential current sorting and recycling practices, and formulating proposals of improvement. See technical requirements - Item 4 – Solid waste audit.
- **Item 5**: A climate change and environmental **awareness assessment** (all lots), using a Knowledge, Attitude and Practices survey, before and after the implementation of the audits and greening measures, and formulating proposals which may contribute to further reinforce awareness of users. See technical requirements - Item 5 – Climate change and environmental awareness assessment.

5.3 Criteria and indicators

§229 The criteria of environmental performance, which shall guide the consultancy, follow the different specific environmental objectives mentioned above (see §2263, p.8).

§230 Following these criteria, the key performance indicators related to the environmental sustainability of the buildings, which shall be used to guide both the assessment and the proposals of intervention, are:

Energy:

- Primary Energy Consumption of the building(s), measured in kWh/m2/year and kWh/user/year.
- Renewable Energy Production of the building(s), measured in kWh/year.
- Net energy requirement for heating, measured in kWh/m²/year.
- Net energy requirement for cooling, measured in kWh/m²/year.
- Net energy requirement for lighting, measured in kWh/m²/year.
- Probability of overheating risk, measured as a percentage of occupation time.

- Total energy embedded in construction materials for their production (without transportation to the site).

GHG emissions:

- Total amount of GHG emitted for the building use, measured in tons of CO_2 equivalent / year.
- Total amount of GHG emitted by users for commuting, measured in tons of CO_2 equivalent / year. The amount will be an estimation using a survey of the users (item 5), enquiring about the frequency of their commuting, distance and means of transportation (see 5.5.2.4 5.5.2.4GHG from transportation, p.41 for more details)
- The amount is estimated based on transport means, occupancy ratio of vehicles and home-to-school distance for all school staff (teachers, administrative staff and support staff) and a statistically representative sample of children in each school
- Total amount of GHG emitted for the fabrication of main construction materials (including all cement-based products and energy-intensive products), measured in tons of CO_2 equivalent (not including their transportation or application).

Water and materials consumption:

- Net water requirement as consumed by the VTC, measured in m3/m2/year and m3/user/year.
- % of water recycled.
- Quantity of water harvested, in m3/year.
- Quantity of raw aggregates consumed for the construction of the buildings, measured in m^3.
- Quantity of cement consumed for the construction of the buildings, measured in m^3.
- Quantity of raw iron ore consumed for the construction of the building, measured in tons.
- Quantity of raw stone extracted from quarries, in m^3.
- Water drainage, pollution and treatment:
- Treatment quantity: % of grey and black waters treated.
- Treatment performance: Biochemical Oxygen Demand, measured in mg/litre.

Solid waste:

- Waste generation rate: amount of waste generated per unit of floor area, measured in kg/m^2/year and kg/user/year (or m^3/m^3/year and m^3/user/year).
- Recycling rate: the percentage of waste that is diverted from landfill through recycling or composting, measured in %.

Awareness:

- Level of awareness of building users on the issues of climate change, energy efficiency, resources consumption (e.g. water), pollution, solid waste and biodiversity, measured through a KAP (Knowledge, Attitude and Practices) survey.

5.4 Sites description and location

§231 The sites are all public schools under the management of the Ministry of Education. Some of them have been built with the technical support of Enabel and the financial support of Belgium, over several years and different phases of a bilateral school construction program. Some others were built by the MoE or other international implementing agencies and other sources of funding.

This selection of school is deemed representative of different design types of schools

§232 Here below is a summary of the concerned buildings. See also annex 1 for the complete list of all premises across all locations, including GPS

N°	Name	School ID Number	GPS	Region	Governorate	City or village	Year of construction	# of buildings	# of floors	Gross floor area [m²]	Solar panels [kwp]	Existing water treatment or harvesting	# rooms	#students
1	Jamal Abdul Nasser School	36111001	Lat 31.4851, Long 34.4708	Gaza	Gaza	Gaza	2017	2	3	5000	40	750L/h	17	677
2	Al mawasee	32111025	Lat 31.3740, Long 34.2911	Gaza	Gaza	Khan Younis	2020	1	3	4950	20	no	24	526
3	Maroof Al Rasafee	38113036	Lat 31.5208 Long 34.4519	Gaza	Gaza	Gaza	2020	1	4	4100	20	no	24	1059
4	Hafez Abed Alnabi Basic School	261111377	Lat 31.5005 Long 35.0742	West Bank	Hebron	Hebron	2015	1	3	895	Yes	yes	19	440
5	Doma Secondary Girls School	27112191	Lat 31.4318, Long 34.9884	West Bank	South Hebron	Dahriyeh	2014	1	3	2400	Yes	Harvesting	18	462
6	Zawata Sec Coed	12112021	Lat 32.2451 Long 35.2248	West Bank	Nablus	Zawata	2009	1	3	540	Yes	no	20	227
7	Mesillia Sec Girls	28112155	Lat 32.3908, Long 35.2909	West Bank	Jenin	Jenin	2010	1	3	600	--	no	11	272
8	Marah Rabah Sec Girls	22112110	Lat 31.6382 Long 35.1864	West Bank	Baith lahim	Marah Rabah	2011	1	2	1054	Yes	no	12	261
9	Kober Sec Boys	18112121	Lat 31.9895, Long 35.1650	West Bank	Ramallah	Kober	2011	1	3	644	7.9	Harvesting	19	325

Nº	Name	School ID Number	GPS	Region	Governorate	City or village	Year of construction	# of buildings	# of floors	Gross floor area [m²]	Solar panels [kwp]	Existing water treatment or harvesting	# rooms	#students
10	Ithna Basic Girls	27112210	Lat 31.5598 Long 34.9816	West Bank	Hebron	Idna	2002	1	3	600	No	no	8	230
11	Fahmeh boys	28112118	Lat 32.3826, Long 35.1830	West Bank	Jenin	Jenin	2008	2	3	450	--	no	9	260
12	Al koroom high basic boys school Betonia	18113243	Lat 31.9108, Long 35.1667	West Bank	Ramallah	Betonia	2017	2	4	867	Yes	no	30	540
13	Al Qawasmeh	261111214	Lat 31.5315 Long 35.1033	West Bank	Hebron	Hebron	1978	2	3	825	No	no	25	673
14	Al-Rawdah Al-Hadeethah Secondary Coed	20121036	Lat 31.7880 Long 35.2659	West Bank	Jerusalem	Zaayem	tbc	1	4	497	No	No	14	222
15	Asheikh Sa'ad Secondary Girls'	20122009	Lat 31.7391 Long 35.2562	West Bank	Jerusalem	Sheikh Saad	tbc	1	3	500	Planned: 36	No	16	358
16	Ash-shabbat Al-Shamileh Secondary	20121022	Lat 31.78949 Long 35.24053	West Bank	Jerusalem	Jerusalem	tbc	1	3.5	6,000	No	No	16	435
17	Al-Hasan Athany Basic Boys'	20121002	Lat 31.7868 Long 35.2360	West Bank	Jerusalem	Jerusalem	tbc	2	3	575	No	No	13	174
							Totals	22	53.5	30,497			295	7141

5.5 Technical requirements and applicable standards

5.5.1 Item 1 – Energy audit

5.5.1.1 Macro analysis

§233 The macro-analysis refers to the study of energy consumption using global information at the source, such as energy bills, meters, inverters, delivery notes, etc. independently from its use by different kinds of appliances.

§234 The consultant should conduct a detailed macro-analysis of the yearly energy consumption (and if applicable, production) of each building, including:

- An analysis of the energy consumption (the type and quantity of energy effectively used as shown on meters and bills), using energy bills from at least January 2019 until present (covering all electricity meters and other potential sources of energy such as fuel, gas, coal, wood-burning, etc.).
- If applicable, existing renewable electricity production through PV systems, production of electricity through generators or other means.

§235 The energy consumption and production shall cover all types of uses for all buildings, all equipment and the site, and all types of energy. If there are building annexes with a separate electricity meter or gas stove on the same site, these are included as well, or decentralized forms of production/consumption such as solar-powered streetlighting.

§236 The data related to other sources of energy than electricity shall be using their primary billing unit (e.g. litres for fuel, m^3 for gas, gallons, cord (for wood)) but also converted in kWh using their energetic potential.

§237 The macro-analysis shall lead to an average yearly consumption of energy for the requested period, separated per type of energy source and per building (if relevant). It will serve as a quick preliminary result and reference to check the validity of the micro-analysis (see below).

§238 If the information is available through the bills, the analysis will highlight any seasonal trends, such as an increase in the consumption in the winter months, or a reduction during potential summer breaks.

§239 The analysis shall take into consideration exceptional events, such as closures related to the Covid-19 pandemic, and their potential impact on the normal pattern of consumption, and exclude these periods from the calculations using interpolation of values if necessary.

§240 The macro-analysis also includes the calculation of the following indicators:

- The calculation of the exact number of **square meters** of floor area (gross, net, heated/unheated, usable) of all buildings.
- The calculation of the number of **users** (students, teachers, administrative and other staff).
- The statistical calculation of the number of **hours** the buildings are in use per year.

§241 This data shall lead to a general calculation of the energy consumption and efficiency in kWh/m^2/year, kWh/person/year, etc.

5.5.1.2 Micro analysis

§242 The micro-analysis refers to the detailed analysis of actual energy consumption through the different appliances and the heat losses and solar gains through the building envelope.

§243 The analysis will include a **statistic study of the consumption of all appliances**, utilities and equipment (including their average instant consumption and frequency and duration of use), and their summary per category of appliance and type of use (lighting, heating, cooling, IT, etc.). The measurement of the consumption shall be done not by reading the nominal rating of appliances but by using appropriate tools such as socket-based Watt-meters, clamp multimeters, etc to measure their actual consumption.

§244 The gathered data from the macro-analysis and micro-analysis will be compiled into an **overall energy audit assessment** ensuring the coherence of the two and showing how the total consumed energy is being used per category of use, identifying the main sources of consumption.

§245 The analysis will also study the energy efficiency performance of the **building envelope**, including heat losses and gains through walls, windows, roofs, using theoretical modelling (calculation of K and U values, using wall layers composition and nominal resistivity and air permeability of different materials) and actual measurements through thermal cameras, blow door tests and other equipment.

§246 Based on the analysis of the building envelope, its systems and appliances, the consultants shall calculate the **Net Total Primary Energy Needs** of the buildings and the Net Primary Needs for heating and cooling of the buildings (each of which is expressed in kWh/m²/yr) and a score on a "E-level" (among A to G categories) following the harmonized approach of the "Energy Performance of Buildings Directive" 2002/91/EC (EPBD) of the European Union. This information will be presented as the unofficial simulation of a European "**Energy performance certificate**" (EPC). This same simulation of certificate shall also show the carbon footprint of the building (see item 2).

§247 The audit shall also include an assessment of the real operating conditions of equipment and the building, and lead to the understanding of the building behaviour and of the interactions with weather, occupancy and operating schedules.

5.5.1.3 Energy efficiency proposals

§248 The energy audit will also contain a section listing the opportunities to improve the energy efficiency of the buildings.

§249 This section will take inspiration from the latest European models[11] of Energy Performance Certificates to present a menu of potential Energy Efficiency improvements, such as adding thermal insulation, sun protections, upgrading equipment such as lighting, heating and HVAC systems and teaching equipment, adding monitoring and sensors. Each of the proposed options and scenarios will have to show an estimated **cost** (in ILS and EUR), potential **savings** on running costs, potential **payback period** and **impact** on key environmental indicators.

5.5.1.4 Renewable energy proposals

§250 The energy audit will also entail a study for the potential of renewable energy production on site. This will cover at least and mainly all options for producing solar energy with roof-top PV systems. Where applicable, other sites for installing PV systems, such as canopies over parking space, as well as other potential production modes of renewable energy, such as small scale wind turbines, will be proposed as well.

§251 The RE proposals shall include at least:

- A review of potential existing RE systems, with their capacity (in kW), current actual production (in kWh/y), age and estimated lifespan and assessment of maintenance (how often they are currently cleaned by management).

[11] See for example the new model applicable in Brussels since 1 March 2023: https://document.environnement.brussels/opac_css/elecfile/Modifications_certificat_PEB_2.1

- An analysis of how much energy production would be needed to cover the future needs of the building, using several scenarios (current consumption before EE improvements, future consumption after EE improvements, future consumption after potential expansion projects, projected increase of number of users), with estimated roof space needed and cost.
- An analysis of the available roof space (and, if applicable, other locations/canopies) for RE production, with estimated potential production (kWh/yr), battery storage (in particular for Gaza), taking into account local irradiation data and potential shading from neighbouring buildings and trees (shadow analysis).
- A cost/benefit analysis showing estimated cost of proposed systems, estimated savings and potential revenue (using applicable on-grid schemes such as net metering and feed-in tariffs and costs, potential storage in batteries and cost of maintenance), a calculation of payback period and impact on GHG emissions reductions.

5.5.2 Item 2 – Carbon footprint and resources consumption

§252 The objective of this item is the estimation of the carbon footprint of the different buildings and, an estimation of the consumption of some raw material resources linked to their construction.

§253 The following table summarizes the needed analyses

Sub-item
2.1 Carbon footprint from energy
2.2 Carbon footprint from other sources
2.3. Carbon footprint from transportation
2.4 Carbon & mining footprint form construction materials

5.5.2.1 GHG from energy

§254 The greenhouse gases emissions related to energy consumption for the use of the buildings will be directly derived from the energy audit, using applicable coefficient factors related to each type of energy.

§255 For electricity, the emissions will be calculated based on the latest applicable official grid emissions factors for electricity in Palestine, related to where the electricity is imported from and how it is produced at the source.

5.5.2.2 Other sources

§256 Other sources of greenhouse gases emissions and capture related to the use of the buildings and external premises shall also be calculated. These typically cover at least:

§257 Emissions related to refrigerant gas in HVAC systems (for the use of the building), such as leaks of HFCs gases.

§258 Possibly emissions related to solid waste production, to be derived from the solid waste audit (see item 4), if significant.

§259 Possibly emissions related to water consumption, to be derived from the water audit (see item 3), if significant, by multiplying the consumption with a factor estimating the emissions related to pumping and treatment.

5.5.2.3 Mitigation Proposals

§260 The audit will also propose improvement and mitigation proposals related to GHG emissions. These proposals will be completing other means of indirectly mitigating emissions such as reducing energy, water and solid waste (already covered in these

items), and may include planting of vegetation, reduction of leakages of refrigerant gas, or promoting other types of transportation, etc.

§261 Each of these proposals will be presented with an estimated cost and environmental potential. They will help in comparing the different cost and benefit of the options to mitigate directly and indirectly emissions.

5.5.2.4 GHG from transportation

§262 The audit will also make an estimate of the GHG emissions related to transportation by the users of the buildings (staff and students).

§263 This estimation will be done using a survey of the users, enquiring about the frequency of their commuting, distance and means of transportation. These questions may be integrated as part of the same survey as the KAP survey (see item 5).

§264 This data may be calculated statistically, using a representative sample of users.

5.5.2.5 GHG from Construction materials

§265 The GHG study also comprises estimating the GHG emissions which are embedded in the production of the construction materials of the buildings. Only the production of the main construction materials shall be included, independently from how they were then transported or implemented on site.

§266 The main construction materials covered are the ones related to masonry, i.e. concrete, cement, concrete blocks, steel and stone.

§267 The GHG emissions will be derived directly form the quantities of the related items in the as-built final bill of quantities, multiplying these quantities by a generic emission factor derived from the production of these materials as generally sourced in Palestine.

§268 This same study will also estimate the quantity of the raw, non-renewable material resources (aggregates, iron ore, stone) consumed for the construction of the schools. This will take into account the unused quantities related to the production (e.g. stone cutting leftovers, etc.).

5.5.3 Item 3 – Water cycle audit

§269 This item covers a comprehensive water cycle audit, including the freshwater consumption, pre-treatment, storage, grey and black waters post-treatment, measurement of degree of pollution at exit, potential current reuse and recycling, as well as the rainwater drainage and potential existing harvesting measures, and formulating proposals of improvement.

5.5.3.1 Water consumption

§270 The water consumption audit will follow a similar methodology as the energy audit, using a macro-analysis and statistical micro-analysis of consumption to ensure a fair representation of the level of water consumption, the different catergories of usage and sources of inefficiency.

§271 The macro-analysis of water consumption will use global information at the source, such as water bills and meters, trucks delivery notes, etc. independently from its use by different kinds of appliances.

§272 The consultant should conduct a detailed macro-analysis of the yearly water consumption (and if applicable, local harvesting or current recycling) of each building, including an analysis of the water consumption as shown on meters and bills, using water bills from at least January 2019 until present (covering all water meters present).

§273 The water consumption shall cover all types of uses for all buildings, all equipment and the site. If there are building annexes with a separate sources of water on the same site, these are included as well.

§274 The macro-analysis shall lead to an average yearly consumption of water for the past three years. It will serve as a quick preliminary result and reference to check the validity of the micro-analysis (see below).

§275 If the information is available through the bills, the analysis will highlight any seasonal trends, such as an increase in the consumption in the summer months, or a reduction during potential summer breaks.

§276 The analysis shall take into consideration exceptional events, such as closures and reduced use of amenities related to the Covid-19 pandemic, and their potential impact on the normal pattern of consumption, and exclude these periods from the calculations using previous year data and interpolation of values if necessary.

§277 Using the data from the water audit related to the number of users, square meters and hours of use, the analysis shall lead to a general calculation of the **overall water consumption and efficiency** in m^3/person/year, m^3/m^2/year, etc.

§278 The study will also include a micro-analysis, i.e. the detailed analysis of actual water consumption through the different uses, appliances and potential leakages.

§279 The analysis will include a **statistic study of the consumption of all appliances**, utilities and equipment (including their average water consumption and frequency and duration of use), and their summary per category of appliance and type of use (drinking, handwashing, toilet flushing, cleaning, cooking, etc.).

§280 Potential leakages will be investigated and lead to an estimate of wasted water consumption.

§281 The gathered data from the macro-analysis and micro-analysis will be compiled into an **overall water audit assessment** ensuring the coherence of the two and showing how the total consumed water is being used per category of use, identifying the main sources of consumption and inefficiencies.

§282 The water audit will also contain a section listing the **opportunities** to reduce water consumption and improve the water efficiency of the premises. This section will present a menu of potential water efficiency improvements, such as repairs of for example leaky faucets or pipes, adding flow reductors, changing appliances, upgrading equipment, adding monitoring and automatic sensors, and also study the potential of re-cycling in closed circle (e.g. for toilets flushes) or re-using water for secondary uses such as floor cleaning or irrigation. Each of the proposed options and scenarios will have to show an estimated **cost** (in ILS and EUR), potential **savings** on running costs, potential **payback period** and **impact** on water consumption and associated GHG emissions reductions.

5.5.3.2 Water treatment and recycling

§283 The water cycle audit will also analyze how the water is treated at the different stages of its use. In particular, at least the following elements will be investigated and studied:

- Any potential existing pre-treatment of water, such as desalination of brackish water in Gaza through reverse osmosis, water softeners, filters, UV treatment, chlorination systems, etc.
- Current storage facilities of piped water and potential existing rainwater harvesting systems.

- Type and performance of existing wastewater treatment systems for grey and black waters (e.g. septic tanks, grease traps, aerobic treatment systems, etc.) and rainwater drainage (and if applicable harvesting).
- The assessment of the degree of pollution of wastewater at exit, be it sewered or non-sewered/off grid. The assessment will analyse the following types of pollution:
- Suspended solids (turbidity), such as dirt, organic matter, and microorganisms. This will be measured using total suspended solids (TSS) and volatile suspended solids (VSS) indicators (in mg/L).
- Nutrients which can cause eutrophication in water bodies, such as nitrogen and phosphorus. This will be measured as total nitrogen (TN), total phosphorus (TP), biological oxygen demand (BOD) and chemical oxygen demand (COD), each expressed in mg/L.
- Pathogens, including bacteria, viruses, and parasites, such as the presence of faecal coliforms, E. coli, and enterococci, to be measured in colony-forming units (CFUs) per 100 mL of wastewater.
- Chemicals, heavy metals (such as such as lead, mercury, and cadmium, in mg/L) and potential organic compounds (such as pesticides, herbicides), to be measured using total organic carbon (TOC) and/or COD indicators (in mg/L).

§284 The water audit will also contain a section listing the **opportunities** to improve the treatment of wastewater, for the reduction of pollution and potential reuse or cycling of water. This section will present a menu of potential improvements for pre- and post-treatment of water, such as aerobic treatment systems, filters, recycling systems for certain uses such as toilet flushes, floor cleaning or irrigation (see section on water consumption). Each of the proposed options and scenarios will have to show an estimated initial investment **cost** (in ILS and EUR), potential (positive or negative) impact on **running costs**, potential **payback period** and measured **impact** on indicators of water pollution, water consumption and associated GHG emissions reductions.

5.5.3.3 Surface water drainage audit

§285 This study is aimed at assessing the current state of each sites's surface water management and identify opportunities for improvements in sustainability, efficiency, and resilience.

§286 The site shall be defined as the area contained by the plot outer limits, most of which are delimited by a perimeter wall.

§287 The audit includes:

- The identification of all areas that contribute to surface water runoff, such as building roofs, paved and unpaved courtyards, playgrounds, roads, parking lots, gardens, canopies, and other impervious surfaces.
- The identification of all existing drainage infrastructure, such as stormwater drains, ditches, and culverts.
- Data collection on the site's hydrological characteristics, such as the location and size of potential natural waterways, soil types, and topography. This information will be obtained from maps, aerial photographs, and site visits.
- Measuring the surface area of each contributing surface using site plans and potential complementary surveys, to estimate the volume of runoff generated during rain events.
- Determining the extent of surface water infiltration and permeation into the ground in unpaved areas (potentially using tracer studies or dye tests).
- Estimating the amount of surface water being harvested by any existing rainwater harvesting systems on the site.

- Analysing the data collected to determine the percentage of surface water that is being harvested, infiltrating, canalized, and running off from the site.

§288 The water audit will also contain a section listing the **opportunities to improve** the drainage of surface water in a sustainable manner. This section will present a menu of potential improvements for reducing runoff water and or improving the permeability of surfaces. Each of the proposed options and scenarios will have to show an estimated initial investment **cost** (in ILS and EUR), and measured **impact** on indicators of permeability of soils and quantity of runoff water.

5.5.4 Item 4 – Solid waste audit

§289 The objective of this audit is to analyze the quantity and quality of solid waste generated by the users of the premises of each lot, their environmental impact, the current practices of waste management and propose solutions to mitigate this impact and increase sustainability, by reducing, reusing or recycling this waste.

§290 The audit will include at least the following:

- A preliminary survey to identify the areas where solid waste is generated and the types of waste that are produced.
- The identification of the different waste streams that are generated, including recyclables, organics, and non-recyclable waste, if necessary, by sorting and weighing waste samples.
- An assessment of current waste management practices, including collection, storage, transportation, and disposal. This can be done through interviews with staff and observation of waste handling procedures.
- The analysis of the data collected during the site visit and waste audits to determine the quantity and composition of waste generated, the effectiveness of the current waste management practices, the waste generation rate and current recycling rate, their environmental impact, and areas for improvement.

§291 The solid waste audit will also ontain a section listing the opportunities and recommendations for improving the solid waste management practices. This may include implementing a waste reduction program, improving waste segregation and collection, establishing a composting program, or improving recycling efforts. Each of the proposed options and scenarios will have to show an estimated initial investment cost and running **costs** (in ILS and EUR), and expected **impact** on indicators related to solid waste, such as the waste generation rate and recycling rate.

5.5.5 Item 5 – Climate change and environmental awareness assessment

§292 The objective of this assessment is to understand, monitor and positively influence the knowledge, attitude and practices related to climate change and the environment of the users of the selected buildings in the different lots.

§293 The climate change and environmental awareness assessment will include at least the following:

- The development of a Knowledge, Attitude and Practices (KAP) **survey**, to assess the level of knowledge and awareness of climate change and environmental issues among the users of the buildings. The survey should include questions related to attitudes towards climate change, energy consumption, transportation, water consumption, waste management, biodiversity, and sustainable practices.
- The selection of a **representative sample** of the users of the selected schools to participate in the survey. The sample should include a diverse range of users, such as students, teachers, and MoE staff. The sampling methodology shall also define other appropriate statistical data, such as the margin of error, etc.

- The **administration** of the survey to the selected sample of users. This will be done electronically, online or in-person.
- The **analysis of the data** collected from the survey to determine the level of climate change and environmental awareness among the users of the selected buildings. This can include descriptive statistics, such as mean and standard deviation, to summarize the results.
- Identify Knowledge Gaps: Identify the areas where the users of the school lack knowledge or awareness of climate change and environmental issues. This can be done by analysing the responses to specific questions related to these topics.

§294 The climate change and environmental awareness assessment will also contain a section listing the recommendations to improve the level of climate change and environmental awareness among the users, based on the findings of the survey. This may include developing educational programs, organizing awareness campaigns, greening the curriculum or implementing sustainable practices. Each of the proposed options will have to show an estimated cost (in ILS and EUR), and expected **impact** on awareness and attitude and practices and subsequent indicators related to energy and water consumption and solid waste production.

5.6 Performance modalities and deliverables

§295 The different types of assessment (the different items of the consultancy) need to be carried out in parallel to each other. Therefore, the implementation modalities follow different phases, each of which will combine one part or step of the different items form the assignment.

5.6.1 A – Inception Phase

5.6.1.1 Scope

§296 The performance of the contract will start with an inception phase, which will entail the gathering of information about the different buildings, their users, the available documentation such as as-built plans and bills of quantities, maps, making ground-level pictures and gathering existing aerial pictures, and reviewing the proposed project scope, objectives, methodology and schedule.

§297 The different findings from this phase will be gathered into an inception report, which will be the first deliverable of the consultancy.

5.6.1.2 Duration

§298 This phase will begin with the first commencement order, which will be contained in the awarding letter and will be set to 7 calendar days after the date of awarding.

§299 This phase will have a maximum duration of 7 calendar days, by which moment the below deliverable and annexes must have been submitted to the contracting authority.

5.6.1.3 Deliverables

Deliverable A: inception report

This report will be drafted in English, and sent electronically as an editable document file (e.g. .docx, .rtf or .odt file) and a single portable document file (.pdf), with annexes in various compatible formats (plans: .dwg or .dxf and .pdf, BOQs: .xslx or .ods file) The report will have the following sections:

- Review of the project's scope and objectives
- Updated and further detailed methodology (including a list of equipment that will be used and different tests that will be done) and detailed time schedule (including milestones per lot, annual closures, holidays and events)

- Stakeholder engagement plan, defining the modalities of engagement with stakeholders throughout the process (users, contracting authority and partners)
- List of available documentation and potential missing documents
- List of annexes and the annexes themselves (plans, BoQs, etc.)

5.6.2 B – Preliminary assessment

5.6.2.1 Scope

§300 The preliminary assessment phase consists in the initiation of each audit item, a preliminary database and the production of a preliminary assessment report showing initial findings for each of them:

- For Item 1 – Energy Audit: it corresponds the macro-analysis phase.
- For Item 2 – Carbon footprint audit: the GHG emissions related to energy consumption.
- For Item 3 – Water cycle audit: the water consumption macro-analysis
- For Item 4 – Solid Waste audit: results from the preliminary assessment
- For Item 5 – Awareness assessment: a draft of KAP survey

5.6.2.2 Duration

§301 This phase will have a maximum duration of 15 calendar days, by which moment all below deliverables and annexes must have been submitted to the contracting authority.

5.6.2.3 Deliverables

Deliverable B1: preliminary assessment database

This database will be drafted in English, and sent electronically as an editable spreadsheet table file (e.g. .xlsx, .csv or .ods file) and a single portable document file (.pdf) version.

The table will be composed of one sheet per lot, listing all amenities to be audited (one row per site), with a reference number and their data (as columns) on:
- surface area (gross, net, etc),
- number of buildings,
- number of users (per sub-category and total)
- total number of opening hours when the buildings are operating

From item 1 (energy):
- total energy consumption (as on bills), from different sources of energy, for the entire requested period,
- average annual energy consumption (including potential additional previous years or reliable interpolations to compensate for exceptional events such as covid-19 or strikes closures) in kWh and associated cost (in ILS and EUR)
- average annual energy efficiency in kWh/m², kWh/person and kWh/opening hour
- a ranking of all institutions per degree of energy efficiency

From item 2 (GHG):
- the carbon footprint from energy consumption, calculated using grid emissions factors
- GHG emission study of the embodied carbon in the construction material of the different buildings

From item 3 (water):
- total water consumption (as on bills) over the requested period,

- average annual water consumption (including potential additional previous years or reliable interpolations to compensate for exceptional events such as covid-19 or strikes closures) in m^3 and associated cost (in ILS and EUR)
- average annual water efficiency in m^3/m^2, m^3/person and m^3/opening hour
- a ranking of all institutions per degree of water efficiency

From item 4 (solid waste):

- The data from the preliminary assessment, showing the types of waste produced per each site with a rough preliminary estimate of quantities.

Deliverable B2: preliminary assessment report

This report will be drafted in English, and sent electronically as an editable document file (e.g. .docx, .rtf or .odt file) and a single portable document file (.pdf).

The report will analyze the data collected in deliverable B1, using appropriate graphs and diagrams and summarizing the preliminary findings for each item.

It will at least include the following:

- For Item 1: the different described in 5.5.1.1 Macro analysis, p.38 and the comparison between the different schools of their global energy efficiency.
- For Item 2: the calculation of the emissions from energy and construction materials, as decribed in 5.5.2.1 GHG from energy, p.40 and 5.5.2.5 GHG from Construction materials, p.41, and the comparision betweent he different schools.
- For Item 3: the water cycle macro-analysis, as decribed in 5.5.3.1 Water consumption, p.41 and comparing the overall water consumption and efficiency of the different schools.
- For Item 4: an analysis of the collected data.

Deliverable B3: Draft of KAP survey and sampling

This draft of survey will list the different questions to be asked in the survey to cover the different topics mentionned in Item 5 and answers to the closed questions.

The deliverable will be submitted as one editable text document (format .docx, .rtf or .odt) in English and Arabic (to facilitate comments and feedback), and a demonstration of how it will be effectively administred (e.g. online form, to be administred to the Contracting Authority.

It will also list the persons part of the representative sample to be surveyed for each lot, with key characteristics used for ensuring the representativity.

5.6.3 C – Detailed assessment phase

5.6.3.1 Scope

§302 The detailed assessment phase consists in the completion of each audit item with recommendations, cf.:

- Item 1 – Energy audit, p.3838
- Item 2 – Carbon footprint and resources consumption, p.4040
- Item 3 – Water cycle audit, p.4141
- Item 4 – Solid waste audit, p.44
- Item 5 – Climate change and environmental awareness assessment, p.4444

5.6.3.2 Duration

§303 This phase will begin with the second commencement order.

§304 This phase will have a maximum duration of 60 calendar days, by which moment all below deliverables and annexes must have been submitted to the contracting authority.

5.6.3.3 Deliverables

Deliverable C1: updated assessment database

This database will be in English, and sent electronically as an editable spreadsheet table file (e.g. .xlsx, .csv or .ods file) and a single portable document file (.pdf) version.

The table will be expanding the preliminary assessment database, completing each item's data with further details.

For Item 1 – Energy audit

- Quantification of energy consumption by category of appliance and use.
- For each building, the total cost of a proposal of selection of improvements mentioned in the energy performance certificates. The total of all proposed improvements shall correspond to the budget availabe on each lot.
- Quantification of the Net Total Primary Energy Needs of each building and the Net Primary Needs for heating and cooling of the buildings
- Simulation of a European "Energy performance certificate" (EPC)
- Detailed proposal for the potential of renewable energy production on site, including a review of the different potential systems, the quantity of energy produced under different scenarios and a cost/benefit analysis
- For each building, the total value of potential impact of improvements on EE and RE indicators.

From item 2 (GHG):

- Total carbon footprint of each site
- Quantification of emissions for the four categories of emission mentionned in 5.5.2, p.40.
- For each building, the total cost of a proposal of selection of GHG improvements. The total of all proposed improvements shall correspond to the budget availabe on each lot.
- For each building, the total value of potential impact of improvements on GHG indicators.
- GHG emission study of the embodied carbon in the construction material of the different buildings

From item 3 (water):

- Quantification of the water consumption by category of appliance and use and identification of the sources of inefficiency and wasted water.
- Overall water audit assessment compiling both the macro- and micro-water cycle audit
- Detailed overview of opportunities to reduce water consumption and improve the water efficiency of the premises, including estimated costs, potential savings and payback period as well as the impact on the water consumption and associated GHG emissions.
- Analysis of the current and potential water treatment, harvesting and recycling, including the assessment of the current polution and the performance of the currently used treatment systems
- Listing of the opportunities to improve the treatement of waste water and the potential reuse or cycling of water, including a review of the different potential systems, the quantity of water saved under different scenarios and a cost/benefit analysis
- Analysis of the current state of the surface water management, including estimated runoff and infiltration, present drainage structures, quantity of water harvested
- For each building, the total value of potential impact of improvements on water cycle indicators.

- Listing of the opportunities to sustainably improve the drainage of the surface water, including a review of the different potential systems, the improved permeability under different scenarios and a cost/benefit analysis
- For each building, the total value of potential impact of improvements on water cycle indicators.

From item 4 (solid waste):

- Detailed identification of the different generated waste streams (types and quantities)
- Assessment of the current waste management practices and waste handling procedures, including the effectiveness of the current methods as well as the environmental impact
- List of opportunities and recommendations to improve the solid waste management practices, including a review of the different potential scenarios, and a cost/benefit analysis
- For each building, the total value of potential impact of improvements on solid waste management indicators
- For each building, the total value of potential impact of improvements on solid waste management indicators

Deliverable C2: energy performance "certificates"

These (non-official) "certificates", one for each audited building, will be drafted in English and Arabic, and sent electronically as a 2-page portable document file (.pdf).

Their content and layout will take inspiration from the latest European models of Energy Performance Certificates (see §249, p. 39) to present, on the first page, an energy efficiency rating of the building on a scale from A to E and, on the second page, a menu of potential Energy Efficiency improvements, with an estimated cost (in ILS and EUR), potential savings on running costs, potential payback period and impact on energy efficiency and carbon footprint.

These documents will serve as an example of how such certificates could be established in Palestine and be used in the future for certification of buildings in the country (as part of another project being implemented by Enabel).

They do not need to be certified by a recognized authority or body.

Deliverable C3: detailed assessment report

This report will be drafted in English, and sent electronically as an editable document file (e.g. .docx, .rtf or .odt file) and a single portable document file (.pdf).

Further detailing and confirming the findings of deliverable B2 (preliminary assessment report), the detailed assessment report will analyze the data collected in deliverable C1, using appropriate graphs and diagrams and summarizing the final findings for each item.

It will at least include the following:

- For Item 1: the different elements described in 5.5.1.2 Micro analysis, p.38, including a description of the sources of energy consumption in each school and their relative importance as a percentage through appropriate graphs, and a comparison between the different schools and a summary using the average data.
- For Item 2: the calculation of the emissions from the four sources mentionned in 5.5.2, p.40, an analysis of their relative importance as a percentage and appropriate graphs, a comparison between the different schools and a summary using the average data.

- For Item 3: the water cycle micro-analysis, as decribed in 5.5.3.1 Water consumption, p.41 and comparing the water consumption and efficiency of the different sources of consumption in the schools.
- For Item 4: an analysis of the collected data with proposals of improvements.

Deliverable C4: Awareness assessment report (from Item 5)

This report will be drafted in English, and sent electronically as an editable document file (e.g. .docx, .rtf or .odt file) and a single portable document file (.pdf).
The report will have the following sections:

- Updated survey questionnaire
- Methodology of sampling
- Analysis of the results
- Identified Knowledge Gaps
- Recommendations to improve the level of climate change and environmental awareness among the users, based on the findings of the survey, including an estimated cost (in ILS and EUR), and expected impact.
- Conclusions

In annexe (not part of the same document), all answers from respondents shall be exported in a suitable compatible format readable with either MS. Office software (e.g. .xslx or or open-source or free software.

5.7 Personnel composition and equipment

5.7.1 Key experts

§305 The following categories of personnel represent the different sets of functions representing the expertise required as a team to be assigned for the consultancy.

§306 Each function may be occupied by several people, to ensure that the consultancy is completed within the specified duration (see 4.12.1 Implementation period (Art. 147), p.24) and to ensure access to the different locations (Gaza, West Bank and Jerusalem).

§307 To reduce costs, it is also possible to propose additional positions who will work as assistants to the key experts, for measurements, interviews, tests and data collection.

§308 Personel required for the whole assignment:

§309 **Team leader** (Representative of the Consultant): will be responsible for overseeing the consultation, managing the team, and ensuring that the project is delivered on time and within budget, and coordinating the communication with Enabel. The Team Leader's responsibilities start with signing the consulting services contract and continue up to issuing the final acceptance certificate. **S/he will also be** responsible for coordinating and leading the expertise in this comprehensive environmental assessment throughout the different aspects of the consultancy, including calculating the embedded GHG emissions from materials, etc. One of the key staff below shall be nominated as team leader (by selecting that position in the appropriate column in the forms – cf. 6.11 Form 6 - Key experts, p.66) . Another person may also be proposed as additional position.

§310 **Energy auditor**: A full-time professional energy auditor with more than seven (7) years post graduate experience in carrying energy audits in the region (not necessarily in Palestine). Will be the lead professional responsible for managing item 1, carrying out the energy audit, conducting energy measurements, and analysing data. The energy auditor should have a deep understanding of energy efficiency principles and building systems, as well as thorough experience in conducting energy audits, including the use of specialized equipment such as thermal cameras, wattmeters and carrying out blow door tests.

§311 **Electrical engineer**: A full-time registered professional electrical engineer with more than seven (7) years post graduate experience in similar assignments. Specialized in electrical systems and who can evaluate the efficiency and performance of the building's electrical systems and identify opportunities for improvements, and recommend upgrades or retrofits including on:

- lighting systems
- renewable energy production
- building automation and controls

§312 **Carbon Emissions Analyst**: a full-time professional, specialist in carbon footprint calculation, environmental sciences, life-cycle assessment, data analysis or other relevant background, with more than (5) years post-graduate experience in similar assignments. This key expert will be leading Item 2 (carbon footprint), in collaboration with other key experts.

§313 **Mechanical/plumbing engineer**: A full-time registered professional mechanical/ HVAC/plumbing engineer with more than seven (7) years post graduate experience in similar assignments. Professional specialized in heating, ventilation, air conditioning (HVAC) systems and who can evaluate the efficiency and performance of the building's HVAC systems, water and sanitation, including water treatment and recycling systems, who can evaluate the efficiency and performance of the building's water adduction and drainage systems, identify opportunities for improvements, and recommend upgrades

or retrofits, including water treatment and recycling. Identify opportunities for improvements and recommend upgrades or retrofits. This person will be leading the study of item 3 (water cycle audit) and will be supporting the Energy auditor in assessing the efficiency of HVAC systems and making proposals to increase their efficiency.

§314 **KAP Survey expert**: A full-time registered professional expert with more than seven (7) years post graduate experience in conducting KAP surveys. The KAP survey expert will be leading the implementation of item 5 (KAP survey), assessing the current Knowledge, Attitudes and Practices regarding climate change and environmental awareness among the school users (students, teachers and other school staff) and MoE officials, developing a representative sampling methodology, administering the survey, collecting the data and analysing it and making recommendations to improve the level of climate change and environmental awareness among the various school stakeholders.

§315 All categories of personnel should have access to Gaza, West Bank and Jerusalem. It is possible to propose separate experts for each territory, for some or all positions.

§316 All the above listed full-time personnel shall be solely devoted for the project and the Contracting Authority can freely conduct inspection regarding their devotion.

§317 During the implementation of the works, the site engineers have to be available on site full time during the working hours (from 8:00 am to 4:00 pm) per working days (from Saturday to Thursday). The Contracting Authority shall deduct an amount of 50 EURO for each non-justified absence day or part of a day from the payment due to service provider.

5.7.2 Equipment

5.7.2.1 Energy audits

§318 The tenderer shall possess a range of equipment to accurately assess the building's energy consumption and identify areas for improvement, such as:

- Energy meters, to measure energy consumption in different parts of the building, such as HVAC systems, lighting, and appliances.
- Thermal imaging infrared cameras, to identify areas of heat loss through air leaks in the building envelope and thermal bridging and inadequate insulation.
- Blower doors, to measure the airtightness of the building envelope and identify areas of air leakage.
- HVAC testing equipment and tools, to measure airflow, temperature, and humidity levels in the building's heating, ventilation, and air conditioning systems.
- Data loggers, to record and analyse energy consumption data over an extended period.
- Light meters, to measure light levels in different parts of the building and assess the effectiveness of lighting systems.
- Computer software and licenses, such as energy modelling software that can simulate different scenarios and identify the most cost-effective energy efficiency measures.

5.7.2.2 Carbon footprint audit

§319 The tenderer shall possess or have access to computer software and licenses, such as CO2 emissions calculators, which can estimate the emissions related to a variety of materials and sources and simulate different scenarios and identify the most cost-effective mitigation measures.

5.7.2.3 Water audit

§320 The tenderer shall possess a range of equipment to accurately assess the building's water consumption and identify areas for improvement, such as:

- Water meters, to measure the volume of water consumed in different parts of the building, including toilets, drinking fountains, kitchens, cleaning, HVAC systems, and other areas.
- Flow measurement devices, to measure the flow rate of water in pipes and identify areas of high or low flow.
- Pressure gauges, to measure the water pressure in pipes and identify areas of high or low pressure.
- Data loggers, to record and analyse water consumption data over an extended period.
- Leak detection equipment, such as moisture meters, ultrasonic leak detectors and acoustic listening devices, which can identify hidden leaks in pipes and fixtures.
- Computer software and (professional) licenses: such as water modelling software that can simulate different scenarios and identify the most cost-effective water conservation measures.
- all tests (including sampling equipment, sampling material, as well as laboratory materials and costs etc) required to measure the following indicators: total suspended solids (TSS), volatile suspended solids (VSS) indicators, total nitrogen (TN), total phosphorus (TP), biological oxygen demand (BOD) and chemical oxygen demand (COD), Pathogens (including bacteria, viruses, and parasites), chemicals, heavy metals and organic compounds (see also 5.5.3.2 Water treatment and recycling p.42)

5.7.2.4 Solid waste audit

§321 The tenderer shall possess or have access to the most relevant equipment and necessary computer software and licenses needed to complete the solid waste audit.

5.8 Personnel specification

5.8.1 Personnel for the design stage

§322 The following categories of personnel represent the minimal required team to be assigned for the design works by the Consultant as appropriate.

§323 CVs must be submitted for the types of staff that the Consultant might decide to use on this project as follows:

§324 All personnel should have access to West Bank and Gaza. In case of joint venture with international consultants, Enabel may facilitate the obtention of access permits, if needed and coordinated well in advance. However, there is no guarantee the permits will be obtained.

§325 All the above listed full-time personnel shall be solely devoted for the project and the Contracting Authority can freely conduct inspection regarding their devotion.

§326 Experience in community engagement is needed as a team. Incase none of the above-mentioned personnel own such experience, the service provider may propose other staff with experience in this field.

6 Forms

6.1 Form 1 - Identification form

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

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

6.2 Form 2 - Integrity statement for the tenderers

§327 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 of for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

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

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

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

6.3 Form 3 - Declaration on honour – exclusion criteria

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

1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:
   1° involvement in a criminal organisation

   2° corruption

   3° fraud

   4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

   5° money laundering or terrorist financing

   6° child labour and other trafficking in human beings

   7° employment of foreign citizens under illegal status

   8° creating a shell company.

2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.
   Are also considered such serious professional misconduct:

   a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

   b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019

   c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace

   d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

   e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

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

5) When a conflict of interest cannot be remedied by other, less intrusive measures;
6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.
Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

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

7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.
The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

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

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

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

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

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

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

For Belgium:

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

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

6.4 Attachment 1 - Power of attorney

§330 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.

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

▶ Please insert after this page the power of attorney empowering the person signing the tender on behalf of the company, joint venture or consortium, signed by the person(s) mentioned in the incorporation certificate (only needed if the person signing the tender is different).

6.5 Attachment 2 - Incorporation certificate

§332 The tenderer shall include in his tender the **incorporation certificate**[12] from the competent authority (for local tenderers: Israeli or Palestinian Registration Certificate).

§333

▶ Please insert after this page

[12] In case of a consortium or a temporary association, the certificate must be submitted for all members of the tendering party.

6.6 Attachment 3 - Certification of clearance with regards to the payments of applicable taxes

§334 The tenderer must provide a **recent certification**[12] (up to 1 year) from the competent authority stating that the tenderer is **in order with the payment of applicable taxes** that apply by law in the country of establishment. For firms registered in Israel or the Palestinian territory, a valid deduction at source certificate must be provided.

▶ Please insert after this page

6.7 Form 4 - List of the main similar services

§335 In order to be selected for this contract, the tenderer must have **at least two relevant contracts** (*each with a minimum value for each contract of **5,000 €***) **carried out in the past five years** to the highest standard and to the client's full satisfaction. *The number of references to be provided must not exceed 10. If more than 10 references are provided, only the first listed 10 will be considered.*

Description of the main similar services performed	Amount involved (for consultancy) and currency	Beginning and ending dates of consultancy (in the last 5 years)	Name and contact of the public or private bodies who contracted the consultancy	Checklist: Completion certificate joined to this tender?
				☐
				☐
				☐
				☐
				☐
				☐
				☐
				☐

6.8 Attachment 4 - Certificates of completion

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

▶ Please insert after this page

6.9 Form 5 - Financial offer

Do NOT change the "Financial offer & tender form". Reservations are not permitted.

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

Phases ▼		Items ▶	Item 1 Energy audit	Item 2 Carbon footprint	Item 3 Water	Item 4 Solid waste	Item 5 KAP Survey	Total
A	**Inception**		Price included in preliminary assessment pricing					
B	**Preliminary Assessment**	Deliverable	Macro-analysis	From Energy	Macro-analysis	Preliminary Assessment	Draft KAP survey + sampling	
		Unit	Schools	Schools	Schools	Schools	Lumpsum	
		Q	14	14	14	14	1	
		Unit Price						
		Total A+B	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
C	**Detailed assessment per school**	Jamal Abdul Nasser						**0.00**
		Al Mawasee						**0.00**
		Maroof Al Rasafee						**0.00**
		Hafez Abed Alnabi						**0.00**
		Doma						**0.00**
		Zawata						**0.00**
		Mesillia						**0.00**
		Marah Rabah						**0.00**
		Kober						**0.00**
		Ithna						**0.00**
		Fahmeh						**0.00**
		Al Koroom						**0.00**
		Al Qawasmeh						**0.00**
		Al-Rawdah Al-Hadeethah						**0.00**
		Asheikh Sa'ad Secondary Girls'						**0.00**
		Ash-shabbat Al-Shamileh Secondary						**0.00**
		Al-Hasan Athany						**0.00**
		TOTAL C	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
GRAND TOTAL PER ITEM			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

*International travel days are not reimbursed by Enabel. In case the contract is extended, the prices mentioned in the contract apply. Cf. points 3.4.2, p.13 and 4.16, p.26. This contract is subject to applicable withholding tax. For national service providers registered in the oPt, Consulting Offices are exempted from V.A.T. while for Individual Consultants, 5% will be deducted at payment unless they provide a deduction at source certificate. For international consultants, Belgium legislation applies. For national service providers registered in Israel, Consulting Offices will charge V.A.T. on top of the above-mentioned prices. For Individual Consultants registered in Israel, 30% will be deducted at payment unless they provide a deduction at source certificate.

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

6.10 Attachment 5 - Methodology

§337 The tenderers presents a methodology based on the Terms of reference (p.29), specifying how they propose to reach the Objective of the consultancy, p.33 and produce the expected deliverables described in Performance modalities and deliverables (p.45), within the timeframe set in Implementation period (Art. 147) (p.24) and following the Technical requirements and applicable standards (p.38).

§338 As part of the methodology, the tenderer will present:

1° A **work plan**, defining the timing of the different steps and phases set in 4.12 Performance modalities (Art. 146 and seq.), p.24 and 5.6 Performance modalities and deliverables, p.45.

2° A description of how the **key personnel** will be involved in the consultancy, what will be each team member responsibility and how they will interact together. In case international staff is involved, or in case staff based in the West Bank is planned to collaborate on Gaza schools or *vice versa*, an explanation if **missions** are planned or not and if yes, how many and at what stage they would take place.

3° A description of which **equipment**, tools and tests will be carried out, if this equipment is in possession of the consultants or if it will be rented or leased, and who will be using it, how and for which purpose.

4° **Lessons learned** in execution of similar services in buildings and how these would be considered in this assignment.

Please note that the methodology should not exceed 10 pages. Do not repeat/copy the ToRs.

§339 For more information regarding the sub-criteria which will be used to evaluate the methodology, and how it will participate in the general evaluation of the tenders, see: 3.8.4.1 Award criterion 2 - Technical Offer: 60 %, p.17.

▶ Please insert after this page

6.11 Form 6 - Key experts

§340 For requirements for personnel, please see: 5.7.1 Key experts, p.51

Position		Name of proposed expert	Years of relevant experience	Educational degree	Specialist areas of knowledge	Team leader?	Gaza	West Bank	Jerusalem	Checklist: CV joined to the tender?
Energy auditor						○	☐	☐	☐	☐
Electrical engineer						○	☐	☐	☐	☐
Carbon Emissions Analyst						○	☐	☐	☐	☐
Mechanical/plumbing engineer						○	☐	☐	☐	☐
KAP Survey expert						○	☐	☐	☐	☐
Other (specify)						○	☐	☐	☐	☐
						○	☐	☐	☐	☐
						○	☐	☐	☐	☐
						○	☐	☐	☐	☐
						○	☐	☐	☐	☐
						○	☐	☐	☐	☐
						○	☐	☐	☐	☐
						○	☐	☐	☐	☐
						○	☐	☐	☐	☐
						○	☐	☐	☐	☐

6.12 Attachment 6 - CVs of all mentioned personnel

6.13 Form 7 - Subcontractors

Name and legal form	Address / Registered office	Object

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

6.14 Form 8 - Checklist

§341 Please refer to Data to be included in the tender, p.13 for complete instructions on how to fill the forms of the present tender document. The following documents need to be provided as part of the tender:

#	Forms	Filled ?	Attachments	Joined ?
6.1	Form 1 - Identification form, p.55	☐		
6.2	Form 2 - Integrity statement for the tenderers, p.56	☐		
6.3	Form 3 - Declaration on honour – exclusion criteria, p.57	☐		
6.4			Attachment 1 - Power of attorney, p.59	☐
6.5			Attachment 2 - Incorporation certificate, p.60	☐
6.6			Attachment 3 - Certification of clearance with regards to the payments of applicable taxes, p.61	☐
6.7	Form 4 - List of the main similar services, p.62	☐		
6.8			Attachment 4 - Certificates of completion, p.63	☐
6.9	Form 5 - Financial offer, p.64	☐		
6.10			Attachment 5 - Methodology, p.65	☐
6.11	Form 6 - Key experts, p.66	☐		
6.12			Attachment 6 - CVs of all mentioned personnel, p.67	☐
6.13	Form 7 - Subcontractors, p.68	☐		
6.14	Form 8 - Checklist, p.69	☐		
	Envelope cover, p.70	☐		

PLEASE GLUE OR STAPLE THIS PAGE ON THE SEALED ENVELOPE AS A COVER PAGE

TENDER FOR:

PSE22001-10055

Public service contract for the comprehensive environmental assessment of 13 existing school buildings in Gaza and the West Bank

PROJECT: Quality Education and Learning – PSE22001

Tenderer's company name:

Do not open this envelope except in presence of the tender opening committee

This project is funded by:

Belgium
partner in development