



## Tender Specifications

Public contract for the supply of 'Purchasing an armoured car'

Direct Negotiated Procedure with Prior Publication

Reference number: 2275PSE-10064

# Table of contents

<b>1</b>	<b>General remarks</b> .....	<b>5</b>
1.1	Derogations from the General Implementing Rules.....	5
1.2	Contracting authority.....	5
1.3	Institutional framework of Enabel.....	5
1.4	Rules governing the public contract.....	6
1.5	Definitions.....	7
1.6	Confidentiality.....	8
1.6.1	Processing of personal data.....	8
1.6.2	Confidentiality.....	8
1.7	Deontological obligations.....	8
1.8	Applicable law and competent courts.....	9
<b>2</b>	<b>Subject-matter and scope of the public contract</b> .....	<b>10</b>
2.1	Type of contract.....	10
2.2	Subject-matter of procurement.....	10
2.3	Lots.....	10
2.4	Items.....	10
2.5	Duration of the public contract.....	10
2.6	Variants ♣.....	10
2.7	Quantity.....	10
<b>3</b>	<b>Procedure</b> .....	<b>11</b>
3.1	Award procedure.....	11
3.2	Publication.....	11
3.2.1	Official notification.....	11
3.2.2	Additional publication.....	11
3.3	Information.....	11
3.4	Tender.....	11
3.4.1	Data to be included in the tender.....	11
3.4.2	Period the tender is valid.....	12
3.4.3	Determination of prices.....	12
3.4.4	Elements included in the price.....	12
3.4.5	How to submit tenders?.....	12
3.4.6	Change or withdrawal of a tender that has already been submitted.....	13
3.4.7	Opening of Tenders.....	13
3.5	Selection of tenderers.....	13

3.5.1	Exclusion grounds.....	13
3.5.2	Selection criteria .....	14
3.5.3	Selection criterion 1: Annual turnover.....	14
3.5.4	Selection criterion 2: List of the main similar assignments.....	14
3.5.5	Overview of the procedure .....	15
3.5.6	Award criteria ♣.....	16
3.5.6.1	Final score .....	16
3.5.6.2	Awarding the public contract.....	16
3.6	Concluding the public contract .....	16
<b>4</b>	<b>Special contractual provisions .....</b>	<b>17</b>
4.1	Managing official (Art. 11).....	17
4.2	Subcontractors (Art. 12 to 15).....	17
4.3	Confidentiality (Art. 18).....	18
4.4	Personal data protection.....	18
4.5	Intellectual property (Art. 19 to 23).....	19
4.6	Performance bond (Art. 25 to 33).....	20
4.7	Conformity of performance (Art. 34).....	21
4.8	Changes to the public contract (Art. 37 to 38/19) .....	21
4.8.1	Replacement of the contractor (Art. 38/3) .....	21
4.8.2	Revision of prices (Art. 38/7).....	21
4.8.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12) .....	22
4.8.4	Unforeseeable circumstances.....	22
4.9	Performance modalities (Art. 115 et seq.).....	22
4.9.1	Deadlines and terms (Art. 116) .....	22
4.9.2	Quantities to be supplied (Art. 117).....	23
4.9.3	Place where the supplies must be delivered and formalities (Art. 149) .....	23
4.9.4	Packaging (Art. 119) .....	23
4.9.5	Inspection of the supplies delivered (Art. 120).....	23
4.9.6	Liability of the supplier (Art. 122) .....	24
4.10	Zero tolerance Sexual exploitation and abuse.....	24
4.11	Means of action of the contracting authority (Art. 44–51 and 123–126).....	24
4.11.1	Failure of performance (Art. 44) .....	25
4.11.2	Fines for delay (Art. 46 and 123).....	25
4.11.3	Measures as of right (Art. 47 and 124).....	25
4.12	End of the public contract.....	26

4.12.1	Acceptance of the products delivered (Art. 64-65 and 128).....	26
4.12.2	Transfer of ownership (Art. 132).....	26
4.12.3	Guarantee period (Art. 134).....	26
4.12.4	Final acceptance (Art. 135).....	26
4.12.5	Acceptance costs.....	26
4.12.6	Invoicing and payment of supplies (Art. 66 to 72 – 127) .....	27
4.13	Litigation (Art. 73) .....	27
4.14	Obligations of the contracting authority (Art. 136) .....	27
4.15	Obligations of the supplier (Art. 137 and 138).....	28
4.16	Transfer of ownership in case of hire-purchase (Art. 139) .....	28
4.17	Payment of the price (Art.141) .....	28
4.18	Final acceptance (Art. 142 OR 143).....	28
4.19	Release of the performance bond (Art. 144) .....	28
<b>5</b>	<b>Terms of reference .....</b>	<b>29</b>
5.1	General conditions .....	29
5.2	After-sales service .....	29
5.3	Technical specifications.....	29
<b>6</b>	<b>Forms.....</b>	<b>30</b>
6.1	Identification forms.....	30
Form ( 1 )	Identification of the tenderer .....	30
6.1.1	Subcontractors .....	31
6.2	Tender form - Prices.....	32
6.3	Selection criteria .....	33
Form (1)	Annual turnover .....	33
Form (2)	List the references/similar experience.....	2
6.4	Declaration on honour – Exclusion grounds .....	3
6.5	Integrity Statement of the tenderer .....	5
6.6	Documents to be submitted – exhaustive list.....	6

# 1 General remarks

## 1.1 Derogations from the General Implementing Rules

Section 4, ‘Specific contractual and administrative conditions’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

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

## 1.2 Contracting authority

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

For this public contract, Enabel is represented by Christelle Jocquet, Resident Representative.

## 1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>3</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization<sup>4</sup> on Freedom of Association (C. n°87), on the Right to Organise and

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

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

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

<sup>4</sup> <https://www.ilo.org/global/standards/lang--en/index.htm>

Tender Specifications 2275PSE-10064- Purchase of armored car

Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State;
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

#### **1.4 Rules governing the public contract**

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>7</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019
- Enabel's Policy regarding fraud and corruption risk management – June 2019
- local legislation with regards to sexual harassment at the workplace or equivalent]

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;

The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

---

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

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

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

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

Tender Specifications 2275PSE-10064- Purchase of armored car

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be); Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

## 1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

The contractor / supplier: the tenderer to whom the public contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Palestine.

The tender: The commitment of the tenderer to perform the public contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document, in a public works contract, which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or refraining from an act relating to the award of a contract or performance of a contract already concluded with the contracting authority;

Litigation: Court action;

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract;

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;

Processor (subcontractor) in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not;

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## **1.6 Confidentiality**

### **1.6.1 Processing of personal data**

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

### **1.6.2 Confidentiality**

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

#### **PRIVACY NOTICE OF ENABEL**

Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

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

## **1.7 Deontological obligations**

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



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

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

1.7.4. Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

1.7.6. The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, sexual exploitation or abuse, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

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

The contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of the public contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

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

### 2.1 Type of contract

Public supplies contract (purchase).

### 2.2 Subject-matter of procurement

This public service contract consists of purchasing an armoured car for Jerusalem office, in conformity with the conditions of these Tender Specifications.

### 2.3 Lots

The public contract has one lot. A tender for part of a lot is inadmissible.

The description of each lot is included in <Part 5> of these Tender Specifications.

### 2.4 Items

The contract consists of the following items:

(See also Part 6 and/or inventory)

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

### 2.5 Duration of the public contract<sup>9</sup>

Fixed duration.

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

### 2.6 Variants ♣

Variants are not permitted.

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

### 2.7 Quantity

Quantities will be determined in Purchase Orders. The presumed quantities below are given <per lot> for information purposes only.

---

<sup>9</sup> Please note: duration of the contract not to be confused with the period of performance.  
Tender Specifications 2275PSE-10064- Purchase of armored car

## 3 Procedure

### 3.1 Award procedure

This contract is awarded in accordance with Article 41 of the Law of 17 June 2016 via a Direct Negotiated Procedure with Prior Publication.

### 3.2 Publication

#### 3.2.1 Official notification

This contract is officially advertised in the Belgian Public Tender bulletin (via e-notification).

#### 3.2.2 Additional publication

These Tender Specifications are posted on the website of Enabel ([www.enabel.be](http://www.enabel.be)).

### 3.3 Information

The awarding of this contract is coordinated by Karmel Al Salqan, 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 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.

Until 15 days inclusive, candidate-tenderers may ask questions about these Tender Specifications and the public contract. Questions will be in writing to Ms Karmel Al Salqan, (Karmel.alsalqan@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 August 12, 2024 .on <https://www.enabel.be/public-procurement>.

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

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

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.

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

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

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

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

Tender Specifications 2275PSE-10064- Purchase of armored car

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

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

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

The validity of the tender will be negotiated, if the deadline stated above is overrun.

### **3.4.3 Determination of prices**

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

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

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

### **3.4.4 Elements included in the price**

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

The following are in particular included in the prices:

1° packaging (except if these remain the property of the tenderer), loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance;

2° unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access;

3° documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;

4° assembly and taking into operation;

5° training required for operation;

Where applicable, the measures imposed by occupational safety and worker health legislation;

7° customs and excise duties;

### **3.4.5 How to submit tenders?**

Without prejudice to any variants, the tenderer may only submit one tender only per contract.

The tenderer submits his tender as follows:

- One original copy of the completed tender will be submitted on paper. Moreover, the tenderer shall attach the copies requested by the tender guidelines to the tender (see Part 6) These copies may be submitted in one or more PDF files on a USB stick.

It is submitted before **August 26,2024, before 1:00PM** in a properly sealed envelope bearing the following information:

Tender Name: **Purchasing an armoured car – Reference number 2275PSE-10064.**

It may be submitted:

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

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

- ▶ Enabel, Belgian Development Agency, Consulate General of Belgium, 5 Baibars Street, Sheikh Jarrah, Jerusalem  
GPS: 31.7943, 35.2309
  
- ▶ Enabel - Belgian Development Agency, Royal Center, 7th Floor, Al Balou', Mecca Street, Al Bireh – Ramallah and Al Bireh Governorate  
GPS: 35.2186, 31.9235

- b) Delivered by hand with acknowledgement of receipt.

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

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

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

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

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

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

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with paragraph 1.

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

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal as referred to in clause 1 is not signed as referred to in paragraph 1, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

### 3.4.7 Opening of Tenders

The tenders must be in the possession of the contracting authority before **August 26, 2024 at 2:00 PM.**

The tenders will be opened behind closed doors.

## 3.5 Selection of tenderers

### 3.5.1 Exclusion grounds

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

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

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

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

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

### 3.5.2 Selection criteria

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

- Annual turn over.
- List of the main similar assignments

### 3.5.3 Selection criterion 1: Annual turnover

§1 In one of the past three financial years the tenderer must have achieved a minimum total turnover of:

Minimum annual turnover – (€)
150,000.00

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

### 3.5.4 Selection criterion 2: List of the main similar assignments

In order to be selected for each for this contract, the tenderer must have **at least three relevant contracts carried out in the past five years** to the highest standard and to the client's full satisfaction, for a minimum combined value (sum of the values of the selling contracts) of 200,000 EUR and with a minimum value for each contract of 50,000 EUR.

Minimum combined value of accepted contracts in past 5 years in EUR:	Each contract with a minimum value:	Minimum number of supervision assignment
200,000	50,000	3

The tenderer must provide in his/her offer the list of **the main similar selling armoured cars (min. 3) in the last five years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the

tenderer has experience in performing those services.

	<b>Title</b>	<b>Amount</b>	<b>Start date</b>	<b>End date</b>	<b>Contracting authority</b>
	Description of the main similar supplies performed	Amount of supply contract	Commencement order	Provisional acceptance	Name and contact of the public or private bodies who bought the car
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					
<b>5</b>					
<b>6</b>					

For each of the projects listed, the tenderer must provide in his/her offer the certificates of completion (statement or certificate without major reservation) approved by the entity which awarded the contract or the contract where the car was submitted.

### **3.5.5 Overview of the procedure**

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

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

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

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

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this contract.

### 3.5.6 Award criteria ♣

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

*Price 100%*

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 100$$

#### 3.5.6.1 Final score

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

.....

#### 3.5.6.2 Awarding the public contract

The contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

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

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

## 3.6 Concluding the public contract

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

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

So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

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



## 4 Special contractual provisions

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

These Tender Specifications do derogate Article(s) 41 of the law.

### 4.1 Managing official (Art. 11)

The managing official is Mr Iyad Jaber, e-mail: [iyad.jaber@enabel.be](mailto:iyad.jaber@enabel.be).

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

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

The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the supplies, progress reports and reviews. He or she may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.

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

Under no circumstances is the managing official allowed to modify modalities (e.g. delivery deadlines) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement derogating the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

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

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

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

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

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

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

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

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

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

Therefore, he undertakes to:

Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);

Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, where applicable, to carry out this public contract (particularly regarding the privacy legislation with respect to personal data processing);

Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;

Return, at the first request of the contracting authority, the above elements;

In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority. ‘

### **4.4 Personal data protection**

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

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

#### **4.4.2 Processing of personal data by the contractor**

#### **OPTION 1: PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR**

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

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

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

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

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

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

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

.

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

The contracting authority acquires the intellectual property rights created, developed or used during performance of the public contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

Where the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence

in the procurement documents.

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

The performance bond is set at 5% of the total value, excluding VAT, of procurement. The value thus obtained is rounded up to the nearest 10 euros.

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

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

<<By way of derogation from Article 26 the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender.

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

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

- 1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Fill out the following form as completely as possible: [https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) (PDF, 1.34 Mo), and return it to the e-mail address: [info.cdcck@minfin.fed.be](mailto:info.cdcck@minfin.fed.be);
- 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;
- 3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;
- 4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

Proof is provided, as appropriate, by submission to the contracting authority of:

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

5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

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

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

1° For provisional acceptance: This is equal to a request to release the first half of the performance bond;

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

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

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

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

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

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 contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

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 the supplies and services already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

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 contract.

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

For this contract, price revisions are not permitted.

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

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

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.

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.

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

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 contract.

### **4.8.4 Unforeseeable circumstances**

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.

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

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

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

The supplies must be delivered within **12 weeks** (calendar days) as from the day following the date on which the supplier received the contract conclusion notification letter. The closure of the supplier's business for annual holidays is not included in this calculation.

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

Any further correspondence pertaining to the Purchase Order (and to the delivery) follows the same rules as those for the dispatch of the Purchase Order when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the Purchase Order is received after the period of two working days, upon written demand and justification of the supplier, the delivery period may be extended pro rata of the delay of the acknowledgement of receipt of the Purchase Order. When the service that placed the order, upon examination of the written demand of the

supplier, estimates that the demand is founded or partially founded, it will inform the supplier in writing of which extension of the period is accepted.

When the Purchase Order is clearly incorrect or incomplete and implementation of the order becomes impossible, the supplier immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the supplier shall ask for an extended delivery period under the same conditions as those foreseen in case of late reception of the order form.

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

(\* Shorter period, justified in the Tender Specifications for certain public contracts (e.g. taking into account the delivery periods set in the Tender Specifications, complaints may not be admissible...).

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

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

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

#### **4.9.3 Place where the supplies must be delivered and formalities (Art. 149)**

The supplies will be delivered at the following address:

► Enabel, Belgian Development Agency, Consulate General of Belgium, 5 Baibars Street, Sheikh Jarrah, Jerusalem

GPS: 31.7943, 35.2309

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

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

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

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

Acceptance (provisional acceptance) only takes place after the complete inspection by the contracting authority of the conformity of the goods and services delivered. The contracting authority disposes of a period for verification of thirty days starting on the date of delivery. This period will begin on the day after arrival of the supplies at the place of delivery, provided that the

contracting authority is in possession of the delivery note or invoice.

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

Acceptance <<on the premises of the contracting authority>> or, where applicable, counts as complete provisional acceptance

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

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

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

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

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

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

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

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

The contractor's default is not solely related to the supplies as such but also to the whole of the contractor's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the contractor 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 appointee and of the advantage that the contractor hoped to obtain by offering the advantage to the appointee. The contracting authority will decide independently about the application and the amount of this fine.

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



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

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

1° when performance is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when performance has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which have been given in due form by the contracting authority.

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

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

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

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

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

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

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

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

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

§2. The measures as of right are:

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

2° Performance under regime 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.

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

contract will be borne by the new contractor.

## **4.12 End of the public contract**

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

The managing official will closely follow up the delivery.

The products are stored for delivery in the supplier's warehouses. Delivery cannot occur prior to the contracting authority's accepting the goods stored for delivery. The managing official who will carry out acceptance is named in the contract award notification if his/her name has not yet been mentioned in the procurement documents.

### **Provisional acceptance**

Full acceptance is proceeded to at the place of delivery without partial acceptance at the place of manufacture:

Provisional acceptance is carried out in full at the place of delivery. To investigate and test the supplies as well as to notify its decision to accept or reject the delivery, the contracting authority disposes of a period of thirty days

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

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

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

### **4.12.3 Guarantee period (Art. 134)**

The warranty period commences on the date on which provisional acceptance is given. It lasts <<two years>>.

### **4.12.4 Final acceptance (Art. 135)**

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

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

### **4.12.5 Acceptance costs**

Travel costs and costs for the stay of the managing official will be borne by the supplier.

When drawing up his tender, the tenderer shall take into account the following acceptance costs:

#### 4.12.6 Invoicing and payment of supplies (Art. 66 to 72 – 127)

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

► Enabel, Belgian Development Agency, Consulate General of Belgium, 5 Baibars Street, Sheikh Jarrah, Jerusalem

GPS: 31.7943, 35.2309

Mentioning Mr Iyad Jaber and the reference number.

Only delivery that has been performed correctly may be invoiced.

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

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

*If necessary, state which documents. Where no other document is required, this sentence may be deleted.*

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

The invoice must be in EUROS.

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

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

#### 4.13 Litigation (Art. 73)

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

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

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

Belgian development agency - Enabel

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium

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

The contracting authority shall:

Tender Specifications 2275PSE-10064- Purchase of armored car

1° use the goods delivered for the needs stipulated under the public contract and in accordance with technical user guidance provided by the supplier;

2° make not changes to the goods delivered without the written preliminary approval of the supplier.

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

The supplier shall:

1° put the supplies at the disposal of the contracting authority within the deadline set in the procurement documents;

2° unless otherwise stipulated in the procurement documents, ensure their maintenance and make all necessary repairs within the timing imposed to keep the goods in good state during the public contract term.

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

#### **4.16 Transfer of ownership in case of hire-purchase (Art. 139)**

In case of hire-purchase, the transfer of ownership takes place either when the purchase option is lifted or upon the expiry of the term given in the procurement documents.

#### **4.17 Payment of the price (Art.141)**

The price of the public contract is under the form of rent or a rental remuneration in accordance with the following conditions:

Rent or rental remunerations are not owed by the contracting authority during periods it cannot use the supplies following shortcomings of the supplier.

#### **4.18 Final acceptance (Art. 142 OR 143)**

When the delivery is subjected to a guarantee in accordance with Article 140, final acceptance is implicit when no claims have been lodged during the guarantee period. If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

#### **4.19 Release of the performance bond (Art. 144)**

final acceptance of the public contract.

## 5 Terms of reference

### 5.1 General conditions

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

The tenderer attaches the following to his tender:

The duly completed technical forms of the supplies + options to be delivered;

### 5.2 After-sales service

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

- Supplying the spare parts that are demanded to him during a X-year period starting on the delivery date of the last supply;
- Maintaining and repairing the supply during a X-year period and through a separate contract, either by his own services or through subcontractors.

### 5.3 Technical specifications

- Armor Level: VR7 Certified Armoured (or VR6 seats if VR7 not available in stock)
- BODY STYLE: SUV
- Engine: 4.5L Diesel V8 (or 4.6 Petrol if Diesel not available)
- Seats: 7 ( or 5 seats if 7 seats not available in stock)
- Fuel Capacity: 110 L
- Transmission: 10-Speed Automatic
- DRIVETRAIN: 4WD
- Colour Preference: White or Silver

**Number of cars needed : 1 car.**

## 6 Forms

### 6.1 Identification forms

#### Form ( 1 ) Identification of the tenderer

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

First name:		Place:	
Last name:		Date:	

Duly authorised to sign this tender on behalf of:		Signature and stamp:	
---	--	----------------------	--

**6.1.1 Subcontractors**

Name and legal form	Address / Registered office	Regards

## 6.2 Tender form - Prices

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

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

The value-added tax is a special item of the inventory, to be added to the tender value. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

Car Specification	Quantity	total
<ul style="list-style-type: none"> <li>- Armor Level: VR7 Certified Armoured (or VR6 seats if VR7 not available in stock)</li> <li>- BODY STYLE: SUV</li> <li>- Engine: 4.5L Diesel V8 (or 4.6 Petrol if Diesel not available)</li> <li>- Seats: 7 ( or 5 seats if 7 seats not available in stock)</li> <li>- Fuel Capacity: 110 L</li> <li>- Transmission: 10-Speed Automatic</li> <li>- DRIVETRAIN: 4WD</li> <li>- Colour Preference: White or Silver</li> </ul>	<b>1</b>	
<b>Total without VAT</b>		

VAT percentage: .....%.

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

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

In order to correctly compare the tenders, the duly signed information or documents mentioned <<below or under point ... must be attached to the tender.

In annex ....., the tenderer attaches .....to his tender.

The tenderer declares on honour that the information given is accurate and correct and that it has been established while fully aware of the consequences of misrepresentation.

Certified true and sincere,

Done at ....., on .....



## 6.3 Selection criteria

### Form (1) Annual turnover

The tenderer must complete the following table of financial data based on his annual accounts.

Financial data	Year 2020 [EUR]	Year 2021 [EUR]	Year 2022 [EUR]
Annual turnover, excluding this public contract <sup>10</sup>			
Current Assets <sup>11</sup>			
Current Liabilities <sup>12</sup>			
Average annual exchange rates	1 ILS = 0.255 EUR	1 ILS = 0.261 EUR	1 ILS 0.283 EUR
	1 USD = 0.879 EUR	1 USD = 0.845 EUR	1 USD = 0.948 EUR

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

<sup>10</sup> Last accounting year for which the entity's accounts have been closed.

<sup>11</sup> The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

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

<sup>12</sup> A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

## Form (2) List the references/similar experience

List below the experience under contracts in the role of contractor or subcontractor completed within the last **five years** prior to the applications submission deadline (**2019 – present**). Start with the most recent.

Description of the main supplies provided	Final contract value	Currency	Role contractor/subcontractor	Start date	End date (provisional acceptance)	Contracting authority

## 6.4 Declaration on honour – Exclusion grounds

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

1. The tenderer nor any of its directors was found guilty following an **indefeasible judgement** for one of the following offences:
  - 1° involvement in a criminal organisation
  - 2° corruption
  - 3° fraud
  - 4° terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
  - 5° money laundering or financing of terrorism
  - 6° child labour and other trafficking in human beings
  - 7° employment of foreign citizens under illegal status
  - 8° creating a shell company.The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.
2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
3. The tenderer is in **a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation** or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
4. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their 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 <link>
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed information
- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition

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

5. When a conflict of interest cannot be remedied by other, less intrusive measures.
6. When **significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'. The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

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

The tenderer or one of its directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions:

For the United Nations, the lists can be consulted at the following address:  
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:  
<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

<https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions>

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

8. <...> If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

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

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

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

Date

Location

Signature

## 6.5 Integrity Statement of the tenderer

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

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

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses **will lead** to the exclusion of the contractor from this and other public contracts for Enabel.

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.

Date

Location

Signature

## 6.6 Documents to be submitted – exhaustive list

- Signed and if possible stamped tender document and TOR.
- Signed and stamped all forms duly filled (including identification sheet with bank account details, financial offer, Integrity statement, declaration of honour, Personnel, Subcontractor)
- List of the main similar assignments (min. 3) delivered in the last 5 years.
- **Certificates of completion** (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.
- Deduction at source (Tax clearance).
- Registration certificate.
- Bank Certificate in **EURO Currency with IBAN**.
- Non sentence certificate of the board members.