Enabel

Tender Specifications

Public service contract for Services procurement contract for “Framework Agreement for the provision of design and supervision services for infrastructure projects in Palestine”

- Lot1: Architectural/infrastructure projects
- Lot2: Solar PV system projects

Open procedure

Navision code**: 2275PSE-10079**

Belgian development agency

enabel.be

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- Submitting a preliminary design outlining the system to be implemented and the proposed technology, material, and methodology. 74
- Conducting official meetings and documented minutes of meetings with all counterparts, including but not limited to, PENRA, JDECO, and relevant authorities obtaining necessary written approvals on methodologies, designs, tariff modalities (net-metering or feed-in-tariff), etc. Before proceeding with detailed design, the report and preliminary design shall be presented to the contracting authority for review, discussion, and acceptance. 74
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1 General remarks

1.1 Derogations from the General Implementing Rules

Chapter '*Specific contractual and administrative conditions*' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

Tender Specifications derogate Article 26 of the GIR (Royal Decree of 14 January 2014)

1.2 Contracting authority

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

For this procurement contract, Enabel is represented by Christelle Jouquet, Country Director of Palestine.

1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 20131;

- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company2;

- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 20033, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation4 on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;

[1] Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.
Belgian Official Gazette of 1 July 1999.
[3] Belgian Official Gazette of 18 November 2008.
[4] http://www.ilo.org/ilolex/french/convdisp1.htm.

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

1.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts5;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services6;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors7;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works8;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel‘s Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- << [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 – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

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

1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

The contractor/ service provider: The tenderer to whom the procurement contract is awarded;

[5] Belgian Official Gazette 14 July 2016.
[6] Belgian Official Gazette of 21 June 2013.
[7] Belgian Official Gazette 9 May 2017.
[8] Belgian Official Gazette 27 June 2017.

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

The tender: Commitment of the tenderer to perform the procurement 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 procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;

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

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

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. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

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.

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

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 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

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

1.6.2 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 procurement contracts for Enabel.

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

1.7.3. 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 procurement contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

1.7.6. The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the https://www.enabelintegrity.be website.

1.8 Applicable law and competent courts

The procurement 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 procurement 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 procurement contract

2.1 Type of procurement contract

This procurement contract is a services procurement contract.

2.2 Subject-matter of the procurement contract

This services procurement contract consists in the performance of design and supervision services for infrastructure projects in Palestine" in conformity with the conditions of these Tender Specifications.

This public contract is awarded as a framework agreement with several economic operators (maximum number of operators: is **3** per lot in accordance with Article 43 of the Law of 17 June 2016.

The framework agreement does not define all conditions governing the services concerned. The framework agreement is executed following renewed competition between the economic operators party to the framework agreement.

2.3 Lots[9]

The procurement contract has 2 lots, each of which is indivisible. The tenderer may submit a tender for one lot, or the two lots. A tender for part of a lot is inadmissible.

The description of each lot is included in <Part 2> of these Tender Specifications.

The lots are:

- Lot1: Architectural/infrastructure projects
- Lot2: Solar PV system projects

When tendering for several lots, the tenderer **may not** offer discounts or propose improvements in his tender for the case where these same lots are awarded to him.

2.4 Items

Each lot of this contract consists of the following main items:

- Item 1: Preliminary studies.
- Item 2: Design studies.
- Item 3: Supervision services.

The three items are detailed in chapter (5) "ToR", and the exact required service shall be identified later, according to the projects needs, in the specific ToRs. The specific ToRs will identify the speicifc items or sub-items, required key staff, deliverables, and timeframe. Based on which, the tenderer will submit his/her financial offer for excuting the requested tasks.

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

[9] For contracts of an amount equal to or greater than € 135 000 excl. VAT, the contracting authority is obliged to consider dividing the contract into lots unless a valid reason is given in the procurement documents.

2.5 Term of the procurement contract[10]

For each of the lots, the procurement contract starts upon award notification and expires after 22 months.

Each party may, however, terminate the agreement at the end of the first, second year, provided the other party is notified at least 90 calendar days prior to the end of the first, second year of the framework agreement In this case, the party may not claim damages based on this termination.

If the contracting authority terminates the framework agreement, it will apply for all participants and, consequently, all participants will be notified by registered mail. Participants may not claim damages based on this termination.

Where the framework agreement is terminated in application of a measure taken as of right or when the participant is in one of the situations mentioned in Article 62 of the Royal Decree of 14 January 2013, termination of the framework agreement is limited solely to the participant against whom the measure as of right is taken.

If one of the participants takes the initiative to terminate the framework agreement, he will be barred from participating as from the second, third or fourth year, depending on the case. Once a participant is barred as a participant, he is not taken into consideration any more for procurement arising from the framework agreement.

2.6 Variants ♣

Variants are not permitted.

2.7 Option

Options are not permitted.

2.8 Quantity

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

Quantities will be determined subsequent public contracts. The presumed quantities are given for information purposes.

The estimated value of this framework agreement is **EUR 400,000**.

Therefore, the contracting authority does not commit in any way as to quantities that will actually be ordered under this framework agreement.

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

3 Subject-matter and scope of the public contract

3.1 Award procedure

This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open procedure.

3.2 Publication

3.2.1 Official notification

This contract is officially advertised in the Belgian Public Tender bulletin and in the Official Journal of the European Union.

3.2.2 Enabel publication

This contract is furthermore published on the Enabel website (www.enabel.be) **from May 2nd, 2025 to 11 June 2025.**

www.jobs.ps

3.3 Information

The awarding of this contract is coordinated by **Ms. Karmel Al Salqan**, Contract Support Manager. 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.

Until May 22, 2025 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the 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 May 26, 2025.

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:

www.enabel.be

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

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

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.

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

The tender should contain:

1. Form 6.1: Identification
2. Form 6.1.1: sub-contractors
3. Form 6.2: Prices
4. Form 6.2.1: Hypothetical price example
5. Form 6.3: Declaration on honour – exclusion grounds
6. Form 6.4: Integrity statement
7. Form 6.5: List the references/similar experience
8. Form 6.6 : Staff disposed
9. All the mentioned attachments

ESPD formThe European Single Procurement Document is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

In accordance with Article 76 § 1 °2 of the Royal Decree of 18 April 2017, failure to comply with the obligation to submit a ESPD constitutes a substantial irregularity causing the tender to be null and void.

The tenderer also attaches the following to his tender:

- All documents demanded for qualitative selection and award criteria;
- A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable VAT rate;
- The statutes and any other document required to establish the power of attorney of the signer(s);

Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

- Form 6.1 - Identification of the tenderers form
- Form 6.3 - Declaration on honour – Exclusion grounds
- Form 6.4 - Integrity Statement of the tenderers
- European Single Procurement Document (ESPD)
- The statutes and any other document required to establish the power of attorney of the signer(s);
- The association agreement signed by each participant, clearly showing who represents the association;

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public

contract he will rely on such capacity and which other entities he proposes.
The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1.

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

3.4.2 Period the tender is valid

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

3.4.3 Determination of prices

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

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are flat fee prices. The price to be paid will be obtained by applying the unit prices quoted 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.

3.4.3.1 Elements included in the price

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

Delivery of documents or records associated with the performance;

The packaging;

Training required for operation;

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

Customs and excise duties for equipment and products used;

Acceptance costs.

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:

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

The cost of attending the information meetings and site visits and contributing to reply to the questions of potential tenderers during the procurement phase are deemed included in the price.

The cost of attending the pre-construction meeting is deemed included in the price.

The cost of reviewing the final payment of the contractors is included in the price . No additional payment will be made for such review, even if it takes place after the provisional acceptance of the works.

The cost of the supervision during the defects liability period (typically set at one year, unless noted in the terms of reference otherwise) is also deemed included in the price. No additional payment will be made for this period.

During the community involvement sessions, the following equipment and supplies will be provided by the following parties:

To be supplied by the service provider (included in the price of this consultancy):	**To be provided by the relevant CSOs/Municipalities with potential support from Enabel:**
- Project material (plans/drawings/charts/etc) - Laptop for presentations - Organising and leading the workshop (including coordination with the CSOs/Municipalities and the Contracting Authority)	-The venue - Flipcharts, markers, and stationery needed - Projector - Presentation board - Refreshments

3.4.4 How to submit tenders?

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

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 in a properly sealed envelope **before June 11, 2025 12:00pm** bearing the following information: **Tender 2275PSE-10079_ Design and Supervision.**

  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, Royal Center, 7th Floor, Al Balou', Mecca Street, Al Bireh – Ramallah and Al Bireh Governorate
Or
• Enabel, Belgian Development Agency, Consulate General of Belgium, 5 Baibars Street, Sheikh Jarrah, Jerusalem

  b) Delivered by hand with acknowledgement of receipt.

  The service can be reached on working days during office hours: from 9 am to 12:00pm see the address given under 'Opening of Tenders').

3.4.5 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 paragraph 1 is not singed 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.

3.4.6 Opening of Tenders

The tenders must be in the possession of the contracting authority before **June 11, 2025, at 13:00pm** The tender opening is open to the public.

The tender opening session will take place at the address given above for the submission of tenders.

3.4.7 Selection of tenderers

3.4.7.1 Exclusion grounds

The obligatory and facultative grounds for exclusion grounds 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.

By submitting his tender together with the European Single Procurement Document (ESPD) the tenderer declares officially on his honour that:

1° he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion;

2° he fulfils the selection criteria established by the contracting authority in this contract;

The tenderer can either complete the ESDP given in attachment, or generate his document via the website: ESPD.

The contracting authority will ask the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, if necessary to ensure the smooth proceeding of the procedure. The tenderer is not required to submit any supporting documents or other evidence if and to the extent that the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

With the exception of the exclusion grounds relating to tax and social security, the tenderer that is in one of the mandatory or optional exclusion situations can prove on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organisational and personnel measures to prevent a new criminal offence or a new fault.

3.4.7.2 Selection criteria

Article 71 of the Law and Articles 65 -74 of the Royal Decree of 18 April 2017

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.

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.

The selection criteria is the following:

1° Technical aptitude – **references of experience**.

For Lot 1

Date	**Minimum Number of contracts**	**Each with a minimum amount of (€)** incl. VAT**:**	**Minimum combined value of contracts (€)** incl. VAT**:**	**Similarity check**
Within last three years (from 2022)	At least **three contracts**	30,000.00	120,000.00	Minimum of three similar (3) assignments in designing and supervision of architectural/infrastructure projects (Lot1),

For Lot 2:

Date	**Minimum Number of contracts**	**Each with a minimum amount of (€)** incl. VAT**:**	**Minimum combined value of contracts (€)** incl. VAT**:**	**Similarity check**
Within last three years (from 2022)	At least **three contracts**	10,000.00	40,000.00	three (3) similar assignments in designing and supervision of Solar PV systems (Lot 2) (off-grid, and/or on-grid systems)

The tenderer shall use the designated form in chapter 6 (forms) to present his/her technical experience in providing similar services.

3.4.7.3 Modalities relating to tender examination and regularity of the tenders

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially.

The substantially irregular tenders are excluded.

A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law;

2° failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;

3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;

4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

Conflicts of interest - Revolving door (Art. 51 Royal Decree 18/04/2017).

Without prejudice to Articles 6 and 69, clause1, 5° of the Law a conflict of interest is considered any situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in

a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

3.4.7.4 Framework Agreement Award criteria♣

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the following criteria♣:

- Qualification and experience of key experts proposed 60%
- Price 30%
- Hypothetical example for prices- 10% (see Form 6.2.1)

3.4.7.5 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 control shows that the Declaration on honour corresponds with reality.

.....

3.4.7.6 Awarding the framework agreement

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

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

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.

The contracting authority also reserves the right to award only certain lot(s) and to decide that the other lots will be the subject matter of one or more new contracts, if necessary according to another award procedure in accordance with Article 58 §1, third paragraph.

3.4.8 Concluding the framework agreement

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

Notification is via e-mail.

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 tender of the contractor and all of its annexes,
- The 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.

3.4.9 Concluding subsequent public contracts

Public contracts arising from the framework agreement are awarded by having economic operators (EOs) party to the framework agreement compete again.

The price is based on the unit prices of the initial tender. The initial unit prices may be adjusted based on the location and, for lot 1, the building type (e.g. hospitals, etc) proposed cannot exceed the unit prices of the initial tender. The total price of the proposal must include all taxes as well as travel expenses.

The public contract is awarded on the basis of an evaluation of the proposals received. Evaluation will take into account the possible following awarding criteria (cf. to be confirmed in the description of each request):

- Methodology (including planning): 0 - 20%
- The CV(s) of additional specific staff for the assignment: (0-40%)
- Updated Prices: 60 - 100%

The public contract is notified by registered letter signed by the contracting authority on the basis of a reasoned decision.

All other EOs are informed by e-mail of the result of the procedure.

4 Specific contractual and administrative conditions

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

4.1 Managing official (Art. 11)

The managing official: Mr Walid Aboudi, e- mail: walid.aboudi@enable.be .

Or

Mr Rami ABUZUHRI, email : rami.abuzuhri@enabel.be

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.

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

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the managing official.

For such decisions the contracting authority is represented as stipulated under The contracting authority.

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

4.2 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.

The service provider undertakes to have 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.

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)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

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

The tenderer is 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 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, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);

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

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

- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Protection of personal data

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 A SUBCONTRACTOR

OPTION 1: PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR

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.

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 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.

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

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)

For this contract no performance bond is required.

4.7 Conformity of performance (Art. 34)

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

4.8 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.

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

4.9.1 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.

4.9.2 Revision of prices (Art. 38/7)

For this contract, price revisions are not permitted.

4.9.3 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 procurement 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.

In the event of any suspension of the construction works for any reason, the Contracting Authority shall have no obligation to pay supervision fees or any related costs for the period during which the service provider's staff are not performing supervision services. All supervision fees shall be suspended immediately upon cessation of the service provider's site activities, and shall only recommence upon the service provider's remobilization following written instruction from the Contracting Authority. The service provider shall bear all risks and costs associated with any period of non-performance unless expressly agreed otherwise in writing by the Contracting Authority.

4.9.4 Unforeseen 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.

4.10 Preliminary technical acceptance (Art. 42)

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

4.11 Performance modalities (Art. 146 et seq.)

4.11.1 Deadlines and terms (Art. 147)

The services must be performed within a term that will be specified upon the launch of the subsequent public contract.

The order form is addressed to the service provider either by registered letter, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

Any further correspondence pertaining to the order form (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it will inform the service provider in writing of which extension of the period is accepted.

When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the service provider shall ask for an extended service performance 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 service provider has received the order form.

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

The services will be performed at the following address:

Locations will be determined in the TORs of each mission. In general, the implementation will be in Jerusalem, West bank and Gaza

4.12 Inspection of the services (Art. 150)

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.

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

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

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

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

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

The service provider's default is not solely related to services as such but also to the whole of the service provider'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 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.

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

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.

4.14.1 Failure of performance (Art. 44)

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

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

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

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

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

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

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

4.14.2 Fines for delay (Art. 46 and 154)

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.

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

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

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects 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 regie of all or part of the non-performed contract;

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

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.

4.15 End of the public contract

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

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

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

According to the situation, provisional acceptance is provided upon the completion of service delivery of the contract and, on expiry of a warranty period, final acceptance is provided marking full completion of the contract.

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.

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.

The acceptance specified above is final.

4.15.2 Acceptance costs

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

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

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

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

or

Enabel - Belgian Development Agency, Royal Center, 7th Floor, Al Balou', Mecca Street, Al Bireh – Ramallah and Al Bireh Governorate

GPS: 35.2186, 31.9235

Only service delivery that has been performed correctly may be invoiced.

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.

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.

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.

Payments may be made in instalments (progress payments):

- For design services, payments will be made upon the final acceptance of each deliverable for each mission, as per the concluded unit prices and actual quantities performed.
- For works supervision, the payment shall be made in monthly lumpsum instalments.
- The total lump sum payment shall be disbursed in three (3) proportionate instalments over the supervision period, with exact percentages defined in the specific Terms of Reference, based on the complexity and nature of the works.

4.16 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:

Enabel, public-law company

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

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium

5 Terms of reference

5.1 Background and rationale

5.1.1 Enabel mandate

Enabel is the development agency of the Belgian federal government, implementing Belgium's international development policy. Under the 2030 Agenda for Sustainable Development, Enabel carries out public service assignments in Belgium and abroad.

Enabel provides customized expertise, including Belgian public expertise, promotes the involvement of all partners, and pursues top-level partnerships. Enabel enhances the impact of Belgium as well in international development by carrying out assignments for Belgian and international third-party commissioners.

Key Areas of Intervention:

Good Governance and Democracy: Supporting democratic institutions, strengthening the rule of law, promoting citizen participation, and combating corruption.

Human Development: Investing in education, healthcare, social protection, and gender equality.

Economic Development and Job Creation: Promoting sustainable and inclusive economic growth, supporting entrepreneurship, and creating decent work opportunities, particularly for youth and women.

Agriculture and Food Security: Enhancing agricultural productivity, promoting sustainable farming practices, and improving access to food and nutrition.

Climate Change and Environment: Supporting climate adaptation and mitigation efforts, protecting natural resources, and promoting sustainable energy.

Core values:

Commitment: Enabel is committed and determined to achieve its personal missions as well as to contributing to the execution of the organization's missions.

Respect: Enabel respects the identity and dignity of each individual, we cherish diversity and respect the know-how, work and ideas of its partners, commissioners and colleagues.

Sense of responsibility: Enabel is acutely aware of our social responsibility and wants to contribute to eliminating poverty and to building a fair world.

Integrity: In everything Enabel does, at all levels and without any personal advantage, Enabel shows dignity, trustworthiness, sincerity, and honesty.

5.1.2 Enabel in Palestine

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).

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.

5.1.3 Catalysts to promote sustainability in Palestine

5.1.3.1 Climate change and Palestine's NDCs

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.

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.

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.

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.

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.

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.

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.

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.

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).

5.1.3.2 Green buildings and energy efficiency

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.

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.

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.

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.

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.

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).

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.

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.

5.2 Main objectives

5.2.1 General objective of the service

The objective of this framework agreement is to provide advanced technical support for design and supervision of infrastructure components that are parts of Enabel's projects in Palestine. The projects are in envisaged to be in different fields including health education, culture, agriculture, built environment, etc. The design services may include all relevant studies and documents that are necessary to start the implementation of the project, which shall include preliminary studies, design studies, preparation and evaluation of tender documents.

The contractor shall provide technical support in bioclimatic architecture and engineering at the various stages of the various projects implemented by Enabel in Palestine, whether financed by Belgium or other donors.

The type of support and the level of responsibility associated with it will depend on the specific requests made by our teams (by specific ToRs). This can cover all phases of project management (studies, support for the award, monitoring of execution) but also only certain phases, for example monitoring of the work.

5.2.2 Objectives of sustainable infrastructure development

The consultancy services provided under this assignment must integrate Enabel's sustainable construction strategy, which emphasizes achieving environmental, social, and economic sustainability throughout all phases of the project lifecycle.

5.2.2.1 Environmental sustainability

The infrastructure designs must aim to reduce the environmental footprint by adhering to the following mandatory reduction targets, measured against business-as-usual practices in the relevant sector and country:

- Carbon emissions: achieve a minimum reduction of 30% in carbon emissions through the use of low-carbon or bio-based materials, energy-efficient solutions, and renewable energy integration.
- Energy efficiency: reduce energy consumption by at least 30% by implementing passive design strategies, efficient systems, and renewable energy sources.
- Water management: attain a 30% reduction in water usage through rainwater harvesting, water-efficient systems, and recycling where applicable.
- Material and resource efficiency: minimize reliance on virgin mining materials by incorporating at least 30% recycled or locally sourced materials and reducing construction waste through reusing and recycling strategies.

5.2.2.2 Social sustainability

The project must contribute to improving social equity, inclusion, and well-being by:

- Universal accessibility: ensuring infrastructure meets universal design standards, addressing the needs of all users, including marginalized groups and persons with disabilities.
- Community engagement: involving local communities and end-users in participatory design processes to align the project outcomes with their needs and aspirations.
- Resilience and climate change adaptation: ensuring infrastructure is resilient to climate-related and other environmental hazards, classified for each region according to the World Bank risk categories, including:
    - Flood risks: river floods, urban floods, and coastal floods.
    - Geological hazards: earthquakes, landslides, tsunamis, and volcanic eruptions.
    - Climatic and environmental risks: cyclones, water shortages, extreme heat, and forest fires.
- Health and safety: providing healthy, comfortable, and safe environments through improved indoor air quality, thermal comfort, and low-pollution design choices.

5.2.2.3 Economic sustainability

The design and implementation must prioritize cost-efficiency, local economic development, and job creation by:

- Local sourcing and employment: using locally available materials and engaging local contractors and labor to foster economic benefits for the community.

- Job creation: supporting the creation of decent jobs, including opportunities for underrepresented groups, through infrastructure projects.

- Life cycle costing: ensuring infrastructure solutions are economically sustainable over their entire lifespan by minimizing operational and maintenance costs.

5.2.2.4 Implementation and monitoring

The consultant is required to:

- Integrate sustainability objectives: incorporate these sustainability objectives explicitly into site selection, conceptual design, contracting, and construction methodologies.

- Demonstrate performance:

    - Provide quantitative and qualitative evidence of progress towards the above targets through regular reporting, sustainability assessments, and documentation.

    - Use building information modeling (BIM) or free online tools such as EDGE Buildings or similar alternatives to evaluate and demonstrate the impact of design choices on key sustainability indicators, including reductions in carbon emissions, energy consumption, water usage, and material efficiency.

    - Ensure these tools are utilized from the preliminary design stage to allow for the assessment of different design and material options against their potential beneficial impacts and costs, enabling informed decision-making.

- innovate and optimize: seek innovative and cost-effective approaches to maximize the impact of sustainability measures while maintaining alignment with project objectives.

5.2.3 Specific objective/Lots description

Lot 1: The contractor will provide design and supervision services for different types of **infrastructure projects** in different sectors including health, education, built environment, agrculture, etc. The architcural designs shall promote sustainable infrastructure development by applying the pricnciples of ecological construction. Different types of infrastructur projects are invesiged including but not limited to: rehabilitation, construction, greening of buildings, creating/adaptation of public spaces. The service may include tecnical/environmental assessments i.e. energy audit, watercyle audit, solid waste audit, assisment of the infrastructure and equipment needed.

Lot 2: Promoting the utilization of renewable energy is an area of focus under all Enable's programs. According to its great potential in Palestine, **PV** is the main type of energy technology that Enable utilizes to promote environmental-friendly energy generation. Various types of projecs could be implemented including but not limited to: residential PV projects, off-grid PV projects, etc. The capacity of the PV system mat range from 3Kw to 100Kw in different sectors i.e. resedntial, agricultural, inductrial, and commircial.

Under both lots, the contractor will support enabel in developing peliminary, desgin studies, and tender documents, supporting the award process, and in moniroting and supervision of successful implementation. All required deliverables will be detailed under each lot.

5.2.4 Standards and indicators per lot

Lot	Technical standards	Indicators
Lot 1	According to the nature and type of the project (not exchaustively): • Environmental design standards, • Accessibility standards, • Local civil defence standards, Specific standards requested by the Israeli Municipality of Jerusalem and "Teken" standards inside Jerusalem, • Historical building restoration.	**Architecture:** ESS scoring generated by the ESS tool (provided by Enabel). This aggregated scoring indicator is based on sub-indicators related to the suitability of premises in terms of lighting, ventilation, accessibility, thermal comfort, crowdedness, obsolescence, etc. **Water:** • Net water requirement as consumed by the users of the building, measured in m3/m2/year and m3/user/year, • % of water recycled, • Quantity of water harvested, in m3/year, 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/m2/year and kg/user/year (or m3/m3/year and m3/user/year). • Recycling rate: the percentage of waste that is diverted from landfill through recycling or composting, measured in %. **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.
Lot2	• IEC standards applied in Solar PV projects • Any other applicable standards	• System Capacity (KW) • Energy yield (kWh/kWp/year) • Payback Period (Years) • Carbon Offset (kg CO2/year)

5.2.5 Expected services/Deliverables

Depending on the complexity of the works to be carried out or their state of progress, the deadlines, the difficulties encountered, the local capacities involved in the project and the specific needs identified, Enabel teams may call upon the selected design office(s) for one or more of the standard tasks described below through specific (ToRs). The project will be developed and refined at each phase in consultation with relevant stakeholders. The contractor will regularly update the stakeholders on the progress made under the assignment. The draft versions of the various projects, studies and documents will be

communicated to the stakeholders in timely manner, so that they can provide their comments and adjustments and, if necessary, modify the project, studies or documents prepared.

The follwoing table summarizes the main deliverables of each outputs that could be requested, according to the specific needs under different projects.

Scope of work	Phases	Items	Deliverable*[11]
Lot 1: Architecture /Infrastructure Projects	Phase A: Preliminary studies	5.5.1.1 Feasibility study	A.1 A comprehensive feasibility report
		5.5.1.2 Structural and damage assessment	A.2 Structural and damage assessment report
		5.5.1.3 Master plan	A.3 A Master plan report
		5.5.1.4 Environmental and social impact assessment (ESIA)	A.4 (ESIA) report
	Phase B: Design Studies	5.5.2.1 Land Survey	B.1 Land survey report and topographic maps
		5.5.2.2 Site Analysis	B.2 Site analysis report
		5.5.2.3 Preliminary plans	B.3 Preliminary design report
		5.5.2.4 Detailed plans and Bidding documents	B.4 Draft final design report and bidding documents
		5.5.2.5 Tender documents	B.5 Final design report and bidding documents
		5.5.2.6 Evaluation of offers	B.6 Tendering documents and awarding report
	Phase C: Supervision services	5.5.3 Supervision tasks	C.1 Completion report and documents
Lot 2: Solar PV System Projects	Phase A: Preliminary studies	5.6.2.1 Energy assessment	A.1 Preliminary assessment and design report
		5.6.2.2 Site assessment	
		5.6.2.3 Preliminary design	
	Phase B: Design studies	5.6.3.1 Design of the PV system	B.1 Detailed design documents
		5.6.3.2 System Simulation and Analysis	

[11] *The service provider shall refer to the full description of the deliverables indicated in the respective sections.

		5.6.3.3 Tender documents	
		5.6.3.4 Evaluation of offer	
	Phase C: Supervision services	5.6.4 Supervision tasks	C.3 Detailed work completion report

5.3 Service framework

5.3.1 Geographical coverage

Enabel is implementing wide range of infrastructure projects in different geographical zones including West Bank and Jerusalem. The service provider shall bear in mind the availability of a qualified team, according to the set qualifications for required experts, in all potential areas. Meaning that the team will need to get specific rights to access Jerusalem, if not Jerusalem based resident.

5.3.2 Reporting and submissions

In addition to the contractual documents requested for each phase and under specific tasks, inception report and final report shall be produced for each assignment. The inception report shall be deivered no later than one week of the awarding letter. The final summary report shall be provided at the end of a completed assignment, not later than one month of the completion date.

These various reports and documents shall be submitted to the Contracting Authority in formal, and through officials responsible for the specific assignment. It is the service provider responsibility to submit requested documents in a timely manner to avoid any delays in taking the proper actions. The submissions shall be as per norms and practices, if the deadline not indicated neither in the framework agreement, nor in the specific ToRs.

5.3.3 Coordination

To ensure that all requirements are duly considered during the construction and/or rehabilitation works, it is also of the uppermost importance that proper communication, coordination and understanding are ensured between all the concerned stakeholders.

Depending on the assignment, the service shall coordinate and collaborate with representative of ministries and local governments to achieve optimum designs and successful implementation of the project.

5.3.4 Conformity with Local laws (permits for construction works)

Regardless of the type of project, it is the responsibility of the service provider to check with relevant authorities if there are mandatory permits that shall be obtained prior commencing the implementation phase. If specific permits are required, i.e. building permits, the service provider shall follow the mandatory administrative procedures for obtaining prior authorization to carry out construction, renovation or modification works on a building.

5.3.5 Technical measures

1.1.1.1 Design phase

The design process shall adhere to all methodological approaches, sustainability measures, and design principles that are fostered by enable, refer to sections 5.2.2 and 5.4.

5.3.5.1 Supervision phase

- The service provider shall have a good amount of presence on the site and dedicate resident site engineer/s on full time basis on the site.
- Periodic (by default monthly, but subject to change, depending on the timelines allocated to specific works) site meetings shall be held at the various institutions with the presence of the representatives and stakeholders of the institutions, Partner Ministry representatives, area local authorities, the Enabel project coordination team, the supervising contractor and the Contractor. Each meeting shall be duly sanctioned by minutes signed by the participants.
- The Enabel technical team shall make routine inspections and random checks, and the service provider shall make the proper arrangements and coordination with project owners, contractors, to facilitate the any planned site visits, and missions.

- In addition, the contractor shall assemble a well-qualified and experienced team of sufficient size/capacity, covering all the disciplines required for successful execution of the assignment.

5.3.5.2 Team composition

The service provider shall define a well-qualified and experienced team of sufficient size and capacity, required expertise profiles are detailed in chapter (6). The key staff shall have university degrees in their respective disciplines, corporate registrations with respective professional bodies, practice certificates, excellent track records on projects of similar nature.

Additional personnel might be necessitated in accordance with the specific Terms of Reference (ToRs), dependent upon either the scope of work or the geographic location of assigned tasks. Any supplementary (CVs) submitted in relation to such requirements shall conform to the minimum qualification standards as prescribed under the Framework Agreement for the respective position. Key experts cannot be replaced during the implementation of the contract without prior written approval by the Contracting Authority.

5.4 Methodological approach

Enabel is implementing a Sustainable Infrastructure Strategy to promote the widespread use of ecological and resilient infrastructures that are sensitive to the cultural and natural environment, where the projects are located. The service provider shall take into consideration the following approaches and principles throughout all stages of the assignment:

5.4.1 Aesthetics of the structures

The structures shall have a pleasing, simple and functional contemporary look, with pleasing proportions, contrasting volumes and materials, and openings that give priority to access to light and natural ventilation. They shall respect both their natural and built environment, entering a dialogue with the local typology and culture.

5.4.2 Bioclimatic principles

User comfort shall be optimized as much as possible using methods that do not require energy input. Priority shall be given to natural ventilation and natural light, as well as to protecting the building's external envelope (windows, walls, roof) from the sun, where necessary, by means of plant cover or external shading systems (sun breakers, green roofs, etc.), or even by using the double layer principle. Particular attention shall be paid to the natural water cycle, with priority given to the recovery of grey water and rainwater, as well as to the natural treatment of wastewater and the recharging of aquifers by limiting soil covering.

In consultation with the local authorities, the choice of materials shall be carefully studied to limit the negative environmental impact throughout its life cycle (production of materials, transport, installation, demolition and recycling), as well as the maintenance requirements and durability of the structure. The properties of the walls shall be considered and used in accordance with local climatic conditions. The thermal mass and level of insulation of the materials shall be another consideration, with the aim of ensuring both thermal and acoustic comfort for users. The principles of appropriate construction technologies and principles will be highlighted in a spirit of innovation in relation to the specific features of the context. In some cases, innovative approaches may be introduced, such as solar chimneys and geothermal systems.

Considering these principles, aesthetics and the cost/quality ratio, local materials shall be preferred. Particular attention shall also be paid to promoting local employment and, where appropriate, construction principles favouring High Labor Intensity (HIMO) and/or Workplace Learning (WPL). The integration of renewable energy is also to be favoured, as they limit both the use of fossil fuels and the consumption of electricity.

1. Definition of needs: For some of the facilities, needs assessment studies and prioritisation engagements have been conducted by Enabel supported by other partners and these serve as partial reference source in terms of existing situation of infrastructure facilities. However, further needs assessment studies and stakeholder engagements may be required of the contractor. The stakeholders may need to agree in advance on the use, purpose, size, components, etc. of the infrastructure to be designed.

2. The design shall integrate a series of basic concepts such as:

    - Reduction in the environmental impact of materials used through:
        - Use of local materials to reduce transport emissions, emphasis local value chains and support businesses and skilling.
        - Use of recycled materials.
        - Use of decarbonized and/or bio-materials.
        - Use of materials that are produced in an environmentally friendly way.
        - Attention to end-of-life of materials. Materials used should be easy to disassemble, reusable and easily recyclable.

    - Enhance green environment: the institution premises shall be designed and maintained in a way that the local biodiversity and water shall be protected and preserved. The designs shall ensure harmonious integration of structures into their environment. Nature-based solutions shall be implemented.

    - Waste management design shall be such that volume of waste is minimized through actions such as sorting and recycling waste and by promoting waste as raw materials for production of energy and new materials. The consultant will propose a plan for waste reduction, selective waste collection and recycling during construction.

    - Enhance health and safety: the project shall enhance health and safety for men and women involved in all phases of the lifecycle of the infrastructure project.

    - Comfort and wellbeing: the design shall offer a maximum comfortable environment to its users. That implies cognizance of issues such as ventilation, acoustic and thermal condition.

    - Promote social inclusion: shall be of attention during all phases of the construction. Among others the following are to be observed:

        - Equal opportunities for both men and women
        - Attention to safety issues for women end-users (e.g. patients, students, staff)
        - Accessibility to all spaces, for people with disabilities and for children.
        - Attention to stigma and discrimination of people living with HIV/AIDS.

    - Control Aesthetic impact: promotion of simple but pleasant architecture that considers appropriate proportions, material contrasts, space, natural light conditions.

    - Design for flexibility and adaptability.

    - Structural Integrity: in the specific case of rehabilitation or transformation of an existing building, the technical feasibility of the planned work and the risks to the stability of the structure must be studied specifically.

    - Plan for long term low-maintenance: sustainable design shall imply that facilities shall be designed in such a way that they can last for long with minimum and low-cost maintenance. Maintenance is to be planned for in its different aspects: technical, organizational and financial. The consultant will make sure easy to read operating

documents are available (e.g. plans and diagrams) which allow end-users to understand the buildings and their technical installations and give them a high degree of autonomy in terms of operation and maintenance of their assets.

- Innovative Technical solutions: the projects shall offer the opportunity to investigate innovative technical solutions, holding potential for future stages of interventions in infrastructure. The solutions are to investigate sustainability issues such as use of local materials, reduction of impact on surface water, user-friendliness, sustainable and standardized designs that shall make a positive contribution to future intervention in infrastructure.

- The works shall entail a large component of renewable energy, passive cooling systems and other green architecture aspects that are to be designed and integrated in the architectural and structural design of the building. The designs to include passive ventilation at the master plan, preliminary design and detailed design stages.

- The design must accommodate the least polluting forms of transport: in the first-place pedestrians, then bicycles, then school buses and taxis, then and only lastly, cars.

3. To ensure that all functionality requirements are duly considered during the construction and/or rehabilitation works, it is also of the uppermost importance that proper communication, coordination and understanding are ensured between the Project Coordination Team (contract Manager and associated experts) and the personnel involved in the planning, designing, procurement, and execution of infrastructure works. Specific time shall therefore be allocated during the Design/Supervision activities for meetings and discussions with all the concerned stakeholders, at the Project offices and at the institutions.

4. The consultant may be required to cooperate with separately recruited specialists or experts. It shall be necessary for the contractor to coordinate and cooperate with the said expert especially during the preliminary stages of the project to ensure the designed facilities and other installations done by other experts during the construction phase are synchronized.

5. Validation of a modality for management and maintenance of the work: as early as possible in the process, it is important to define the administrative and financial methods of management and maintenance of the investment, which must be validated by the competent authorities to ensure its sustainability on the long term.

6. Analysis of possible (climate-induced) natural hazards with an action plan according to the likelihood and severity of these hazards happening, to increase institutes' resilience. Possible hazards include floods, landslides, cyclones, water scarcity, extreme heath and droughts, forest fires and earthquakes.

These prerequisites are essential to the successful completion of any work and its sustainability. One or the other action may require the support of one-off technical expertise to be considered within the framework of this contract.

5.4.3 Participatory approach

The service provider shall emphasize the active involvement of end-users (the people who will actually use the building) through **community-led design** process. The technical team shall collaborate with future occupants, and relevant stakeholders to create/renovate a space that truly meets their needs, values, and aspirations. This approach is envisaged to enhance ownership, motivation and life skills of end-users and the wider local community.

Key Principles:

- Inclusivity: Engaging a diverse range of stakeholders, including future occupants, community members, local experts, and sometimes even potential future users.
- Empowerment: Giving users a real voice in shaping the design, allowing them to feel ownership and agency over the final product.
- Collaboration: Fostering a collaborative dialogue between designers, users, and other stakeholders, breaking down traditional hierarchies.
- Iteration & Flexibility: Recognizing that design is an iterative process and being open to adjustments based on feedback and changing needs.
- Contextual Understanding: Paying close attention to the specific cultural, social, and environmental context of the project.
- Transparency: Maintaining open and clear communication throughout the process.

Methods and Techniques:

The service provider might follow number of a variety of methods to engage users and stakeholders effectively, which might include:

- Workshops & Charrettes: Structured group sessions where participants brainstorm ideas, discuss needs, and develop design concepts together.
- Surveys & Questionnaires: Gathering feedback from a broader group of users through structured questionnaires.
- Focus Groups: In-depth discussions with specific user groups to explore their experiences and perspectives.
- Community Meetings & Public Forums: Open gatherings to share information, gather input, and build consensus.
- Mock-ups & Prototypes: Creating physical models or temporary installations to test design ideas and gather feedback.
- Walk-throughs & Site Visits: Exploring the existing site and understanding its context together.

Compatibility with Enabel's environmental goals

The assignments involve an analysis of all designs in the EDGE Buildings app[12], so Enabel can assess if the designs align with our sustainable infrastructure goals (-30% in CO2, energy, materials and water usage)

5.5 Lot 1: Architecture /Infrastructure Projects

5.5.1 Phase A: Preliminary studies

5.5.1.1 Feasibility study

The aim of the feasibility study is to determine if the project is technically and financially viable, thus Feasibility must examine financial, technical, legal, and operational aspects of the project.

[12]https://edgebuildings.com/about/about-edge/

The feasibility study shall include but not be limited to:

- Economic feasibility analysis: the study shall include market and price analysis to provide accurate cost estimation of the project including those costs related to construction/rehabilitation, operation, and maintenance. The study shall examine viability of the project with the estimated budget and propose solutions and scenario for most efficient use of financial resources.

- Technical feasibility analysis: the technical feasibility shall rigorously assess the constructability, identify and mitigate potential technical challenges. This involves evaluating factors such as site size and access, topography, geotechnical conditions (including soil stability and potential for subsidence), flood risk, existing infrastructure, and environmental impacts. The study also examines the availability of necessary materials, skilled personnel, specialized equipment, and resources. Crucially, the assessment informs the design process, accounting for potential challenges such as complex designs or the need for specialized engineering solutions. The study concludes with a comprehensive risk assessment. Furthermore, the feasibility study explores the applicability of innovative construction techniques and sustainable materials, considering their availability and long-term environmental impact.

- Legal feasibility analysis: the legal feasibility shall ensure compliance with all applicable laws and regulations. This study verifies clear title to the land, free from encumbrances, and confirms the absence of any legal impediments to construction. Furthermore, it assesses potential liability risks during construction and the need for appropriate insurance coverage, along with a comprehensive review of all contractual obligations.

- Operational feasibility analysis: operational feasibility study shall assess a project's ability to meet its goals and overcome challenges through its proposed strategy. This crucial element examines the project's overall design to ensure the final product functions as intended.

- Scheduling feasibility analysis: a scheduling feasibility study is a crucial final component of a construction feasibility assessment. It goes beyond simply calculating the total time required to complete a project. The study meticulously analyzes the sequence of tasks, using techniques like the Critical Path Method (CPM), to determine the optimal order of activities and identify the critical path – the sequence of tasks that dictates the overall project duration. It also considers the availability and allocation of resources (labor, equipment, materials) to ensure a realistic schedule that accounts for potential constraints. Consultants assess the overall design, material procurement timelines, identified risk areas, and relevant laws and regulations to determine their impact on the project's schedule. The output is not only an estimate of the total project

The feasibility study's findings shall provide valuable insights into the project's viability. The study shall offer a holistic overview of potential advantages, shortcomings, and constraints that could affect the

Deliverable A.1: A comrehensive feasibility 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 shall include the following sections:

- Executive summary
- Project description
- Economic feasibility analysis
- Technical feasibility analysis
- Legal feasibility analysis
- Operational feasibility analysis
- Scheduling feasibility analysis
- Risk analysis
- Conclusion and recommendation

project's outcome. The study must provide concrete recommendations and measures for successful implementation of the project and for maintaining positive long-term impact.

5.5.1.2 Structural and damage assessment of public buildings

The primary goal of this task is to evaluate the structural integrity of public buildings that have sustained varying degrees of damage caused by factors such as natural disasters, human-induced incidents, aging, and structural degradation.

The service provider is requested to perform a high-level structural assessment (structural condition and vulnerability assessment study) of the targeted buildings, focusing on evaluating damage and strengthening structural components through retrofitting. Additionally, the assessment should include recommendations for rehabilitating or upgrading the buildings from architectural, mechanical engineering, plumbing, and energy efficiency perspectives

The assessment should take account of all the potential loads and hazards that building could be subjected to. The assessment and analysis should be in accordance with the best local or, if required, to applicable international building codes and regulations The Scope of assessment will include, but not limited to:

- All structural components of the building, including walls, beams, lintels, columns, foundations, floors, roofs, doors, and windows etc.
- Systems including plumbing, mechanical and electrical.
- Interior components, including finishes and fixtures.
- Exterior components, including finishes and fixtures.
- Accessibility components, energy and water efficiency measures.

The assessment process shall include the following steps:

a. **Review available as-built drawings** (structural, architectural, mechanical and electrical drawings) to identify the most critical structural elements and **critically assess any existing damage assessment reports, if available, for the targeted buildings.** The service provider should review it in detail and prepare a detailed concise report summarizing the review of the initial damage assessment and its main findings, and how those findings shape the methodology of the detailed structural assessment.

b. **Conduct new geotechnical investigation** to identify any potential settlement and swelling of soil at the sites by means of site surveys, soil tests, laboratory tests, and shall prepare the geotechnical report complying with the Palestinian regulations and standards. It's the responsibility of the service provider to obtain the approval of the owner regarding the location of the drill sites.

c. **Develop an assessment matrix to define the category of buildings based on the severity of damage.** The service provider shall adhere to the local or international codes to define the severity of damage for structural and non-structural elements for different types of buildings. For each severity level of main elements i.e. stairs, beams, slabs, columns, joints, and interior and exterior walls, the criteria must be identified including but not limited to the length and depth of cracks, pattern of cracks, reinforcement buckling, disintegration of concrete, spalling of concrete, etc.

d. **Conduct structural damage and vulnerability assessments of the targeted buildings:**

- Technical field visits to assess the severity of damage of the structural and non-structural elements according to the developed matrix.

- Perform condition assessment of the building by means of materials testing including destructive and non-destructive tests to identify the characteristic of materials and elements to identify the strength of concrete and compare it with design strength.
- Assessment of building structural vulnerability by means of calculations, analysis and observations:
  - Review all available construction documents for the building, including original structural and architectural drawings and specifications.
  - Identify structural defects, apparent detailing problems and structural configurations that cause unacceptable performance.
  - Perform required analysis, utilizing structural design software, to propose structural solutions that ensure the buildings structurally meet the original standards.

e. **Develop cost estimates for retrofitting and associated work:**

- Calculate retrofitting and costs by using the outcomes of the structural model prepared in accordance with local market costs.
- In case of high retrofitting costs, calculate replacement cost for the target building using the latest unit prices and costs of local market, and indicate ratio of retrofitting cost to replacement cost.

f. **Provide full description of the required interventions with associated costs** for retrofitting the building with technical solutions and guidelines. Any additional interventions to improve other basic building requirements related to energy efficiency, water consumption shall be included. The proposed interventions shall include all required structural works, electrical, plumbing, mechanical works, and works related to exterior and interior components.

Each critical structural element of the buildings will be individually assessed to determine the extent of damage, and the overall condition of the structural elements will be comprehensively assessed to evaluate the structural stability of each building.

The service provider will prepare a damage and vulnerability assessment report, documenting the level of structural integrity (or deficiencies) of the buildings. This report must include structural drawings for each building to help in better understand the technical complexities described in the text.

Deliverable A.2: Structural and damage 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). Annexis shall be submitted as editable files (e.g. dwg, xls, etc). The report shall include the following sections:

- Review of existing damage assessment reports and as-built drawings
- Geomechanical analysis
- Damage assessment matrix
- Methodlogy and tools
- Technical analysis, design calculations, drawings, and main findings
- Proposed interventions with associated costs
- Technical guidelines for the retrofitting process

The findings from the damage and vulnerability assessments will serve as the technical foundation for the subsequent task— redesign and retrofitting of the buildings.

5.5.1.3 Master plan

The main objective of the design is to create efficient, attractive and comfortable constructions that improve the functionality of the facilities and provide opportunities for future projects.

Master plans should provide for open, secure and accessible spaces, simple forms as opposed to postmodern formalism, with an emphasis on optimizing user comfort through adequate lighting and ventilation.

Building design should integrate with existing facilities and the environment of the facility and community and strengthen the sense of belonging and pride in the community. This should be achieved through community information and awareness-raising activities (leaflets, training, posters, etc.).

The process of developing a master plan is intended to be participatory, integrating the views of different stakeholders, including the facility authorities, district authorities, relevant government departments, neighboring communities, neighboring industry and user representatives. This process leads to the integration, for each institution, of its point of view, perception and perspective in order to enable the definition of a long-term vision of the future of the facility, its current and future needs, the means required and the concrete measures to be taken to achieve this vision, on the basis of agreed priorities and objective criteria.

It is intended to integrate the collection of detailed data and the analysis of the current situation (topography, hydrography, topology, meteorology, etc.), while assessing, on the basis of objective criteria, the assets to be preserved (including trees) and those to be demolished.

The master plan shall cover the following dimensions:

a) **Site Analysis & Context:**

- Topography and Hydrology: Detailed mapping of land contours, drainage patterns, water bodies, and potential flood risks.
- Environmental Assessment: Analysis of existing vegetation, wildlife habitats, soil conditions, and potential environmental impacts. This often includes considerations for sustainability and green building practices.
- Existing Infrastructure: Assessment of existing roads, utilities (water, sewer, electricity, gas), transportation networks, and public services.
- Zoning and Regulations: Review of all applicable local, regional, and national building codes, zoning regulations, and environmental permits required.
- Land Use Analysis: Understanding the existing and planned land uses in the surrounding area, including residential, commercial, industrial, and recreational uses.
- Cultural and Historical Context: Identifying any historical sites, cultural heritage assets, or archaeological considerations.

b) **Land Use Plan:**

- Building Placement and Orientation: Determining the optimal location and orientation of buildings to maximize natural light, views, and minimize negative impacts.
- Open Space and Recreation: Planning for parks, green spaces, playgrounds, and other recreational amenities.
- Transportation Plan: Strategies for vehicular and pedestrian access, including roads, parking lots, walkways, bike paths, and public transportation connections.
- Building Types and Sizes: Specification of the types and sizes of buildings to be constructed (residential, commercial, institutional, etc.). This will often include density calculations.
- Phasing Plan: A schedule for the construction of different phases of the development, often dictated by financing or market demand.

c) **Infrastructure Plan:**

- Utilities: Detailed plans for water, sewer, electricity, gas, telecommunications, and other utility systems.
- Roads and Parking: Design of roads, parking areas, and other transportation infrastructure.
- Stormwater Management: Strategies for managing stormwater runoff, including drainage systems and retention ponds.
- Accessibility: Plans to ensure accessibility for people with disabilities.

d) **Design Guidelines and Standards:**

- Architectural Style: Establishing guidelines for the architectural style and design of buildings to ensure consistency and aesthetic appeal.
- Building Materials: Specifications for building materials to promote sustainability and durability.
- Landscape Design: Plans for landscaping, including vegetation, hardscape elements, and irrigation systems.

e) **Environmental Sustainability:**

- Energy Efficiency: Strategies for minimizing energy consumption through passive and active design strategies.

- Water Conservation: Strategies for reducing water consumption through efficient fixtures and landscaping.
- Waste Management: Plans for managing construction waste and reducing landfill contributions.
- Solid waste disposal: Best solutions and practices for wastewater and solid waste collection and treatment.

f) **Implementation Plan:**

- Project Schedule: A detailed schedule for the implementation of the master plan.
- Funding Sources: Identification of funding sources for the project.
- Risk Management: Strategies for mitigating potential risks during the planning and construction phases.
- Monitoring and Evaluation: Mechanisms for monitoring the progress of the project and evaluating its success.

Main tasks

1) Study the ToR provided by Enabel and prepare a list of questions for discussion and agreement with the contracting authority/ Enabel.
2) Study and verify the land survey on site available and boundary plans, and indicate all major natural and artificial features existing on the land and in the immediate vicinity, including utility lines (noted malfunction and disorder of functionality of various services and works)
3) Study the quality of existing structures and assess the possibility of rehabilitating them so that they meet the general quality criteria for the future of the institution.
4) Prepare three alternative conceptual master plans for the site, clearly distinguishing the differences between them and indicating the objective or expected result.
5) Organize a workshop to discuss alternative master plans with the contracting authority and end users. During this workshop, the different options will be presented and discussed, covering at least the following aspects: organization of the various services/functions, area, climate, access, community relations, education, physical aspects, sustainability and planning. The workshop will decide on the master plan that will be used for further development.
6) Prepare the master plan, incorporating workshop comments and other feedback provided by the contracting authority, supplementing this phase.
7) Elaborate how the master plan covers the above-mentioned dimensions.

8) Prepare cost estimate for the design.

Deliverable A.3: A Master plan 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 shall include the following sections:

- Background
- Outcome/Objectives of infrastructure development aligned to the purpose and vision of the building/public space.
- Analysis and assessment of main dimensions mentioned above.
- Land use pattern
- Master plan stepwise implementation plan
- Services Plan (Water supply and drainage, Wastewater disposal, Energy plan, etc)
- 3D conceptual design of the building layout (Scale 1:500, 1:1000, other scales that fit with the area of study)
- Budget

5.5.1.4 Environmental and social impact assessment (ESIA)

The primary objectives of this ESIA are to:

- Identify and predict the potential environmental and social impacts (positive and negative, direct and indirect, short-term and long-term, cumulative) of the proposed project.
- Evaluate the significance of these impacts.
- Develop mitigation measures to avoid, minimize, or compensate for significant adverse impacts.
- Identify and assess potential risks and opportunities associated with the project.
- Develop an Environmental and Social Management Plan (ESMP) to ensure the effective implementation of mitigation measures and monitoring of environmental and social performance.
- Provide stakeholders with a clear understanding of the project's potential environmental and social impacts and the measures proposed to address them.
- Support informed decision-making on the project's viability and sustainability.

Scope of the ESIA

The ESIA will encompass assessment against several principles including:

a) Environmental and social principles
   - Labour and working conditions
   - Pollution prevention and resource efficiency
   - Community health, safety and security
   - Displacement and involuntary resettlement
   - Biodiversity conservation and sustainable management of living natural resources, 6.
   - Indigenous peoples
   - Cultural heritage
   - Compliance with the law

- Access and spatial justice.
-

b) Social inclusion issues
   - Human rights
   - Gender
   - Children, youth, and older persons
   - Disability.

c) Cross-Cutting Thematic Areas
   - Resilience
   - Safety

Methodology

The ESIA will follow a participatory and transparent approach, incorporating the following methodologies:

- Desk Study: Review of existing literature, data, and information relevant to the project area and potential impacts.
- Field Surveys: [Describe planned field surveys, including data collection techniques, e.g., environmental monitoring, stakeholder consultations, social surveys].
- Impact Assessment: Apply appropriate impact assessment methodologies (e.g., matrix, checklist, modelling) to evaluate the significance of potential impacts. Stakeholder Engagement: Conduct consultations with relevant stakeholders including [list key stakeholders, e.g., local communities, indigenous peoples, government agencies, NGOs.
- Data Analysis and Interpretation: Analyze collected data to identify and evaluate potential impacts.

Deliverable A.4: ESIA 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 shall include the following sections:

- Background
- Project description.
- Methodology
- Assessment against prinsiples (positive and negative impacts)
- Suporting documents i.e. photos
- Risk assessment matrix inclues: Potential risk, Likelihood, magnitude, mitigation measures, responsibility, duration.

5.5.2 Phase B: Design Studies

5.5.2.1 Land Survey

The land survey is aimed at:

- Creating detailed topographical maps of the specified area.
- Creating and identifying and mapping physical features, terrain contours, and elevations.

- Supporting engineering design, urban planning, or other project-specific requirements.

The land survey shall include:

1. Boundary Survey

A boundary survey is used to locate the corners and boundary lines of a parcel of land. The contractor shall coordinate with relevant authorities to obtain reliable data and information about the target area. The survey may involve computations needed to set the boundary lines in accordance with applicable state laws. A boundary survey may also involve locating easement lines and encroachments.

2. Topographical Survey

A topographic survey is used to find both natural and man-made features on a parcel of land and to identify land features including elevations, contours, and slopes.

The main featured to be surveyed are:

- Contours and elevations where the vertical and horizontal accuracy is per the standard applied by the relevant authorities or/and as stated in the specific ToRs.
- Physical features (e.g., buildings, roads, fences, utilities).
- Natural features (e.g., rivers, trees, vegetation).
- Existing infrastructure (e.g., drainage systems, pipelines).

Deliverable B.1: Land suurvey report and topographic maps

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 shall include the following sections:

- Land survey report
- Description of the project
- Methodologies
- Equipment used
- Followed measures and standards
- Main findings against surveyed features
- Topographic maps, printed and electronic (scale 1:500, 1:1000, as stated in specific ToRs)
- Survey data in CAD, GIS-compatible files

5.5.2.2 Site Analysis

Site analysis in architecture is a process that involves researching and analyzing the social, historical, climatic, geographical, legal and infrastructural aspects of a place. This work is presented in the form of site analysis diagrams. In addition to serving the various parties involved in the construction project, the purpose of site analysis is to research the existing conditions of the project site, including any imminent or potential future conditions, to inform the design process. Site analysis allows the design team to understand the limitations and responses of their work based on the external conditions of the site.

Future developments must also be considered, as well as any changes that may occur on the site or in the surrounding area, such as road construction.

Site analysis diagrams can be thought of as the graphical translation of key observations about the physical conditions of the site. The importance of site analysis is evident: it provides data on sunlight and shade, movement and traffic, land use, and public and private space. The architectural site analysis informs the design, and the results of the site analysis will enable stakeholders to make a decision on the viability of the project.

The site analysis will be carried out following a field mission / site visit and a workshop (Workshop No. 1) for discussion with all stakeholders to maximize the collection of ideas. This workshop No. 1 will bring together the service provider, the client and representatives of public partners as well as representatives of beneficiaries.

During this mission, the service provider will also carry out an additional survey of existing technical installations, in particular the electrical network, the water supply and drainage network in order to have an inventory/audit of the existing situation on which the "new project" will be added.

At the end of the field mission, the service provider will make it a duty to examine all the data collected to make functional proposals in terms of infrastructures to enable better support of the functions. The service provider will communicate during another workshop (Workshop No. 2) of exchange with all stakeholders the constituent elements and the first functional options proposed and will deliver a summary report highlighting the options for organizing the spaces defined during the workshops (No. 1 & 2) of exchange, options accompanied by the advantages and disadvantages of each of them.

3 workshops are planned:

Workshop No. 1: exchange workshop with all stakeholders to maximize the collection of ideas towards the end of the field mission

Workshop No. 2: exchange workshop with all stakeholders the constituent elements and the first functional options proposed

Workshop No. 3: validation of the final plan

The site analysis will include the following information (non-exhaustive list):

- General **data**to collect include:
  - The geographical location of the site, its boundaries and the location and type of entrances,
  - The security and safety levels of the site.
- Surrounding **land uses & buildings**
  Presence of surrounding buildings beyond the site, their distance from the site, their height, whether they are domestic or public buildings and their use, any legal restrictions and noise levels in the vicinity, etc. surrounding land use and any potential changes.
  NB: This analysis phase allows you to list the expected results, in terms of functionalities, performance, maintenance, security.
- **Site and zoning**
  The dimensions of the site, presence of easements, height restrictions, etc. the type of zoning of the site (commercial or residential);
- Natural **features**
  The physical characteristics of the site. Presence of trees, vegetation or rocks, soil type and condition. The presence of rivers, ponds or other bodies of water, drainage patterns.
- **Man-made elements**
  One or more buildings, walls, surrounding vernacular architecture, setbacks, materials, landscaping, etc.
- **Legal Restrictions**

Presence of legal constraints on the site or any other restrictions concerning the site, including conventions and future urban development plans.

- **Access and circulation**
  Public or private access routes to the site, access for vehicles and/or pedestrians. Where applicable, existing traffic routes within the site.
- **Public services**
  The existence of electricity, gas, water, sewer and telephone services attached to the property. Their location, distance, depth and materials used.
- **Cultural and human**
  The cultural, psychological, behavioral and sociological aspects of the neighborhood in which the site is located. The activities taking place around the site, the patterns, the population density and ethnic composition, employment, income, values, etc.
- **Climate**
  All possible climate data and average precipitation in the region, wind direction, temperatures and the path of the sun for each season of the year if they differ from time to time.

Deliverable B.2: Site analysis 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 shall include the following sections:

- Background
- Project description
- Methodology
- Suporting documents i.e. photos
- Findings against requested information
- Recommendations
- Drawing in DWG format and PDF format (scale according the area of the project)

5.5.2.3 Preliminary plans

Preliminary design of facility blocks (the separate building components), preliminary room-by-room furniture and equipment arrangement layouts, principle specifications of structural and installation works, material selection and finishing levels, and preliminary cost frameworks for civil works and preliminary specification for applied furniture and equipment.

The Contractor shall develop, in close consultation with the Contracting authority, preliminary designs, principles for construction, rehabilitation and passive building, material and finishes selection, as well as room layout plans for furniture and major equipment. To guide the discussions with the Contracting authority user, the Contractor shall prepare cost frameworks for civil works and furniture.

Design considerations

- Building aesthetics: The building environment is intended to offer a pleasant environment with simple but pleasant architecture that plays appropriate proportions, materials contrast,

stimulating colors, openings, and natural lighting. The call for a pleasant environment shall not be taken for flashy and expensive formalism but shall be simple and functional. Consideration shall be taken to ensure that the designed facility blends with the existing buildings and considers any existing norms and local conditions.

- Natural ventilation: Cooling by natural ventilation shall be favored, using different techniques as appropriate, such as solar chimneys or ground-coupled heat exchangers. A ground coupled heat exchanger is an underground heat exchanger loop that captures or dissipates heat to or from the ground through air. To increase the natural ventilation mechanism of the ground-coupled heat exchanger, a system of solar chimneys could be provided. This system is a way of improving the natural ventilation of buildings by using convection of air heated by passive solar energy.

- Flexibility: For the learning facilities, the design should optimize space utilization by allowing for flexible rooms that can allow interchanging classrooms with minimum disruption between classes from various levels or different curriculum and to allow possibilities of double shifting and double sizing of rooms. The room-by-room furniture arrangements should be following an optimal space utilization as well.

- Passive cooling: Pharmacies and drugstores in health facilities will be designed such that heat gain is minimized as much as possible and passive cooling using natural techniques is preferred, to create a naturally conducive environment for storage of drugs, reagents, and other medical formulas. Adequate natural ventilation while being mindful of security shall be emphasized.

- Lighting: Natural lighting shall be favoured within the new buildings and renovated facilities. To favour reverberation (sound characteristics), external windows shall be located as close as possible to the ceiling, while the windowsills shall be large and made of a clear finish. Ideally, these windows shall be oriented in a way that provides constant lighting, while avoiding direct sunlight (East-West direction, light from North and South sides).

- Window shading: Where applicable, window shadings shall be designed while studying its impact on the natural ventilation and to define the most appropriate design solution. The window shading may favour either ventilation going towards the ceiling or the floor but one or the other should be privileged according to the situation. Window shading may become necessary during refurbishment of existing buildings, to improve their environmental performance.

- Alternative construction materials/Technology transfer: The use of alternative construction materials shall be explored to increase the lifespan of the buildings, limit the need for maintenance work, mitigate the impact on the environment and favour thermal and acoustic comfort within the building. The use of natural wood needs to be minimized. For window frames alternatives to steel need to be explored, e.g. aluminium with powder coated permanent colours. Bamboo can be integrated as decorative material or non-permanent structures.

- Roofing: The use of material with good thermal and acoustic characteristics needs to be explored.

- Walls: Environmentally friendly materials like compressed earth blocks need to be explored. Block pressing could be organized on site. Interlocking blocks provide an easy way for wall building. The contractor should advise on the feasibility of this.

Main tasks

- Provide a program analysis report containing the coordinated project scope supplemented by all other information necessary to form a complete basis for the project design, including a detailed list of interventions with a price estimate. This report shall detail all innovations proposed, all elements proposed by the end-users, gathered through participatory

workshops, and include several scenarios matching with the global budget of the intervention.

- Prepare preliminary designs, based on the room functions and indicative floor areas provided in the assignment order forms, and incorporate these preliminary designs in the Master Plan.
- Show and discuss in more detail with the Contracting authority the relationship between functions and the proposed access and connection routes, as well as the provision and location of main utility service and drainage infrastructure (water source and reservoirs, electricity connection, transformer and distribution, sewer lines/septic tanks and soak away drains, external works such as roads, car parks, walkways, where any or all of these apply).
- Prepare for discussion with the Contracting authority the passive building and green architecture principles.
- Prepare for discussion with the Contracting authority the foundation and structural design principles and specifications for installations and construction and finishing materials.
- Prepare concept notes for execution for the civil works specifically renovation and remodelling works.
- Prepare cost frameworks for civil works, furniture, equipment and installations.
- Prepare and submit for review and comments to the Contracting authority the Phase 1 Draft Preliminary Design Report.

Methodology

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

After being reviewed by the Contracting Authority, this preliminary design should be presented to the managing CSOs/Municipalities and the community to give them some feedback on their proposals and

collect further comments from them. The Consultants shall not proceed beyond preliminary design until provided with a written approval of the Contracting Authority which shall include all agreed upon revisions to the preliminary design submittal.

Deliverable B.3: Preliminary design 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 shall include the following sections:

- Explanetary narrative including program analysis with proposed interventions and associated costs
- Location plans (scale 1:2500)
- Site Plans (scale 1:500, 1:1000)
- Furniture/equipment layout plans (scale 1:100) as per specific ToR
- General and Particular Specifications.
- Drawings (as built survey and proposed architectural, structural, mechanical, and electrical interventions).
- Preliminary budget, subdivided in different lots, if applicable and as specified by ToRs.
- Bills of Quantities: (excel sheet) of the priced BOQ according to template provided by the Contracting Authority

5.5.2.4 Detailed plans and Bidding documents

The Service provider shall prepare detailed final drawings and Bidding documents based on the accepted preliminary design submittal, including all agreed upon revisions according to the following numbers and submit them to the Contracting Authority for final review, including.

Main tasks

- Prepare final design drawings, including detailed site plan and architectural floor plans, sections and elevations, as well as details and working drawings.
- Prepare structural plans, sections and details, accompanied by structural calculations. If applicable, prepare shop drawings for structural steel work. Prepare structural concrete drawings and bending schedules for reinforcing steel.
- Prepare electrical/mechanical, and water installation site plans, as well as facility block-specific drawings, details and schedules, with capacity calculations as required.
- Prepare drainage site plans and facility block plans, including structural plans for septic tanks and soak away drains, collection and inspection chambers, and gulley details.
- Prepare external work layout plans and details for roads, car parks and shades, walkways, boundary wall with ancillary structures, drains, and culverts.
- Prepare door and window schedules.

- Prepare final execution plans for the civil works, considering the continuous functioning of the institution during execution and indicating specific measures to be taken plus its consequences.
- Prepare un-priced Bills of Quantities.
- Prepare confidential cost estimates for civil works, based on priced Bills of Quantities.
- Prepare detailed room layout plans for furniture and equipment, if applicable indicating the required infrastructure provisions for fixing and functioning of furniture and equipment, such as anchoring, ventilation and utility service connection details.
- Prepare quantified furniture and equipment lists with generic technical specifications.
- Prepare confidential cost estimates for furniture and equipment, based on priced lists.
- Prepare draft bidding documents for the civil works, and for the supply of furniture and equipment (only the technical part).
- Prepare applications and submit plans to the relevant authorities for approval.

Methodology

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

The Contracting authority shall approve or comment on the draft final design and bidding documents (only the technical part) within four weeks of receiving the report.

The Contractor shall study and incorporate the comments within four weeks from receiving these, and prepare and submit to the Contracting authority for review the final design and bidding documents (only the technical part).

Deliverable B.4: Draft final design report and bidding documents

List of main components of the report:

- General and Particular Specifications.
- Drawings
    - Architectural drawings
    - Structural drawings
    - Mechanical drawings
    - Electrical drawings

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

- Bills of Quantities: (excel sheet) of the priced BOQ.
- Price analysis report according to the actual labour and materials cost.
- Detailed booklet of quantities (excel sheet).
- Proposed Construction Program for the project, including establishing the duration of works for each sublot, which shall be used for purpose of defining the period for both the supervision by the tenderer and implementation of works by the future contractor. Schedules may be in bar chart, arrow diagram, another approved format and shall include the critical path analysis.
- Booklet of the engineering calculations. The engineering calculation booklet shall at least include the following:
    - Chapter 1. Policy and method for structural design (if needed);
    - Chapter 2. Design of members;
    - Chapter 3. Mechanical design;
    - Chapter 4. Electrical design.

5.5.2.5 Tender documents

After making all corrections and before the submittal of the final tender documents (TD) to the Contracting Authority, the Service provider shall prepare and submit the corrected final detailed drawings, Bill of Quantities and other tender documents in only one copy, after which the service provider will get the written approval and submit the full tender documents as specified in Deliverable B4. The service provider shall adhere to the following drawing specifications:

General specifications

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

They shall be prepared for printing in drawing layout sheets, using A3 or another appropriate paper format depending on the scale, scaling the models accordingly in these sheets. Line thicknesses can be

defined per each line, in the layers properties or by color, using a pen assignment file. Dimension styles shall be defined so as to show on the appropriate scale in the layouts for printing.

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

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

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

All text shall be written in English.

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

Larger scale plans of special areas such as toilets, special rooms, stairs, kitchen, shall be provided as necessary to show details of the work.

All details shown in the drawings shall be applicable to the project.

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

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

Architectural drawings (A)

Site Layout (Site Development Plan) (where needed)

- Scale: 1/200
- Topographic site layout (existing)
- existing building/s
- Access roads.
- Parking, entrances etc.
- Topography – show all new topography, contours, grades and levels.
- Sport facilities - Basketball, Volleyball, Soccer, gathering yard, urban furniture, etc.
- Planting & Green area.
- Boundary walls and limits of the contract.
- Profiles and cross sections for sidewalks and curbs and details of expansion joints.
- Show Full Dimensions.

Architectural Plans Set (for existing and Proposed building and works)

- Floor plans: 1/100 both survey and proposed
- Elevations: 1/100
- Doors Schedule
- Staircase Details and full sections: 1/20
- Full sections

Architectural Details

- Scales: 1/50, 1/20, 1/10, 1/5
- Flooring
- Doors, Windows, protection rails, handrails, etc.

- Finishing Works Schedules
- Exterior Works Plans and Details.
- All architectural details shall be included in the Book of Details.

Structural Drawings (S) (where needed)

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

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

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

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

Mechanical Drawings (M) where needed

Mechanical drawings will include:

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

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

Electrical Drawings (E) where needed

Electrical drawings will include:

- General notes & legend at all plans
- Electrical site plan
- Lighting plan
- Electrical manholes
- Power layout with dimensions.
- Main and sub-main distribution boards with single line diagram.
- Wiring devices schedule.
- Earthing system with details.

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

Deliverable B.5: Final design report and bidding documents

Approved B.4 (designs and tender documents)

5.5.2.6 Evaluation of offer

The service provider shall assist the contracting authority during the Bidding Process upon request: in particular, participation in the Pre-bid meeting and responding to any queries that may arise during the tendering process.

The consultancy services related to the bidding process comprise:

- Bidding process related assistance to the contracting authority, including activities such as preparing response to queries from prospective bidders, and participation in site visits.
- Participating in the pre-bid clarification meeting with guided site visit (in case of civil works).
- Issuing addenda to bidding documents, as may be required.
- The Service provider shall attend the tender opening for the project unless specifically excused by the Contracting Authority.
- The Service provider shall review all unit prices submitted and provide written recommendation or rejection.
- The Service provider shall provide assistance to the Contracting Authority to identify the apparent successful Tenderers.

Deliverable B.6: Tendering documents and awarding report

1. Minutes of site visit
2. Minutes of information meeting
3. Addenda and associated drawings
4. Awarding report inludes (results of revision of unit prices, recommendations, and ranking)

5.5.3 Phase C: Supervision services

5.5.3.1 Objectives

The primary objectives of supervision task are to:

- That the work is carried out in accordance with the architectural project and the provisions of the contractual documents of the contracts concluded between the contacting authority and the contractors.
- That the work is carried out in accordance with the regulations to which the contract refers.
- That the execution documents as well as the works in progress comply with the studies carried out.

5.5.3.2 Main areas of service

The supervision services will cover four areas:

- **The technical aspect** involving various fields (civil engineering, geotechnics, topography, sanitation, hydraulics, electricity, waste management and treatment, drinking water supply, etc.), to ensure the compliance of the infrastructure with the specific technical requirements of the Contract of the Company in charge of the works and with the rules of the art.
- **The administrative and legal aspects** (compliance with contractual clauses, etc.).

- **The financial aspect** (budget monitoring, revision of payment requests, validation of amendments, etc.).

- **The environmental and social aspect** in relation to the recommendations resulting from the Environmental and Social impact studies (including the implementation of prevention measures and social protection of workers), the Contract of the Company responsible for the works.

5.5.3.3 Supervision/monitoring the execution of work

Summary of tasks

- Daily supervision/inspection rounds on site, focusing on critical stages of construction. These critical stages shall include, but not necessarily be limited to the checking of setting out and excavations of foundations, base soil bearing capacity, checking installed reinforcing steel before casting concrete, visual checks and material tests of structural concrete,

- Supervision and control of quality of materials, workmanship and execution. The checks shall include, but not necessarily be limited to quality of blocks, bricks and mortar, quality of door and window frames, quality of roof structure, quality of roof covering and fixing materials, quality of finishing materials and workmanship, quality of utility service installations, drainage and external works.

- Keeping a close watch on progress and timeliness of construction and installation activities. In this respect, the Resident Engineer shall record daily the Contractor's labour force, main equipment and materials on site, and report to the contract management, and subsequently to the Contracting authority, in a timely manner occurring and anticipated problems and delays. Advise contracting authority on measures being taken to avoid inherent delays.

- Prepare and issue minor site instructions (not requiring the management's decision) and record any minor site instruction in the site instruction/logbook (which shall be kept on site permanently for inspection by any contracting authority representative and controlling municipal authority).

- Prepare for issuing by the contract management Architect's Instructions for remedial/ condemning work, additional/less work, extensions of time.

- Review and approve the contractor's health and safety plans, inclusive of adherence to national worker- related laws, local bye laws and regulations, and ensuring compliance.

- Organize and manage monthly site meetings attended by representatives of the various stakeholders, including invitations, chairing and preparation/ issue of minutes.

- Carry out regular measurements required for checking contractor's valuation of the works and preparing related payment certificates.

- Prepare monthly and quarterly progress and financial reports per site and works lot.

- Undertake, in the presence of the Contracting authority's monitoring expert, the pre-handing over inspection rounds and issue the preliminary snag list.

- Perform provisional handing over, including preparation and issuing of snag lists and Contractor's practical Completion report and certificate of works in accordance with the contracting authority and user.

- Provide periodic inspections (Timing and Frequency to be agreed by the contracting authority) during the defects liability period and notify the contracting authority and contractor of any defects on the construction works and supervising their repair.

Contracting authority representative

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

Contract documents

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

Pre-construction meeting

The service provider shall schedule and arrange a pre-construction meeting before the commencement of the construction works. Attendance is mandatory for the service provider and the contractors. The meeting will be held at each site or in the premises of the relevant CSOs/Municipalities.

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

Site handing over and commencement of works

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

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

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

Before the start of the works, the service provider will carry out with the Contractor a complete inventory of fixtures as existing supported by photographs. The Contractor will have to highlight any pre-existing defects in that inventory.

Contractor submittals/Shop Drawings, Product Data, Samples

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

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

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

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

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

The service provider shall be responsible for expediting the reply of the contracting authority to any request submitted to it for approval.

Construction Schedule

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

Contractor Payment and progress payment meetings

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

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

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

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

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

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

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

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

Interpretations

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

Variation (Change) Orders

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

Request for a variation may be initiated either verbally or in writing. Contractor's requests shall be directed to the service provider who in turn will notify the contracting authority of the request. Only the contracting authority can authorize the service provider to prepare a request for variation order.

The service provider shall prepare a variation order including the following package:

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

The service provider shall review the contractor's proposal for variation orders for completeness and conformance with the V.O. procedures and the contract documents. When the variation orders require additional clarification or additional back-up, the Service provider shall obtain such information from the contractor prior to forwarding the variation order package to The Contracting Authority.

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

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

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

The variation order may be initiated by the service provider. In this case the procedure explained above shall be followed.

The service provider shall review time extension requests and make their recommendations within a reasonable time to the Contracting Authority.

No variation shall be executed without the written approval of the Contracting Authority.

Financial Control

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

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

The service provider shall prepare over-payment/under-payment tables for each item of the BOQ and monthly submit this to the Contracting Authority.

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

Claims and Disputes

The service provider shall record any occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the contracting authority.

The service provider shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. The Service provider shall provide a written response, interpretation and recommendation for resolution to the Contracting Authority. The Contracting Authority will make a final determination on all disputes unless removed to arbitration or the Courts.

The service provider shall provide any technical and legal opinions to the contracting authority regarding any disputes or claims which may occur between the contracting authority and the contractor and to follow up the arbitration procedures with any arbitration agency or court.

Quality Control

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

Site meetings: the team leader of the service provider shall make frequent visits to the site every two weeks and whenever needed. The Service provider shall provide the Contracting Authority with a tentative schedule of the proposed site visits at the beginning of the construction works. For more details see reporting obligations herein.

Redesign works: the service provider shall perform all checking and redesign works deemed necessary during the implementation of the project such as but not limited to, retaining walls and surface drainage system.

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

Accuracy of measurements and alignments: the service provider shall prepare, verify and approve the accuracy of the measurements per FIDIC contract, setting out, levels, alignments etc. established by the contractors and their conformity with the contract documents.

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

Construction testing where needed:

- The service provider shall arrange for carrying out and to witnessing the quality tests for the construction materials to be used in the project assure the correctness of the tests, review and evaluate the results of these tests and instruct the contractors to correct any shortcomings.
- The service provider shall make all necessary inspection visits to the plants and workshops where the materials are produced such as and not limited to carpentry shops, aluminum shops and others to ensure that materials delivered for the project are in line with the specifications.
- The service provider shall make visits to the testing laboratories to ensure their abilities to perform the required tests.
- The service provider shall provide the contractors with all design criteria and system design/operation concepts which facilitate performance testing, and the service provider shall witness all these tests and report on the results.

5.5.4.4 Reception and warranty period

Provisional acceptance

The service provider shall be responsible for certifying the completion of all contracts.

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

The contracting authority will issue notice of the meeting, and the Service provider shall attend this meeting.

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

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

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

Contractor final payment

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

The service provider shall obtain from the contractor all guarantees and warranties and check coverage, start date and duration in accordance with the contract documents.

The service provider shall expedite the closeout and the final payment of the contractors as they complete their contractual obligations.

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

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

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

Defect liability period

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

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

Final acceptance

Before the end of the defect liability period and before the expiration of the maintenance guarantee, the service provider shall arrange with the contractors and the contracting authority for a final inspection meeting.

The service provider shall provide a written report of the inspection to the contracting authority and the contractor regarding the final acceptance of the works or corrective measures and actions to be taken by the contractor.

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

Deliverable C1: Completion report and documents	
Requested documents	Description
C1.1: Forms	The Service provider shall prepare all the forms to be used during the implementation of the project such as daily report form, monthly report form, variation order form, site meeting form, site visit form, approving forms, inspection forms and other forms and get the approval of the Contracting Authority on these forms. In case that the Contracting Authority has ready standard forms, the Service provider must use these standard forms.
C1.2: Records	The Service provider shall record all the activities of the project including, but not limited to weather condition, nature and location of the work being performed, verbal interpretation and other details.
C1.3: Monthly Reports	The Service provider shall prepare and submit the standard monthly progress reports to the Contracting Authority in English or in Arabic as requested by the Contracting Authority. The monthly report shall be submitted to the Contracting Authority not later than 7 calendar days from the end of the reported month.

	The Contracting Authority should deduct an amount of 20 EURO for each delayed day in submitting this report from the payment due to the service provider. These reports shall consist of, but not limited to the following: • Photographs demonstrating the progress of the works and videos may be necessary for covered works • Completed works due • Percentage of the completion and general progress of the works, obstacles; comments and recommendations • Variation orders issued due • Payments due • Updatedwork schedule • Tests performed • Photographs of Samples tested and approved • Site visits • Contractor's personnel and plants
C1.4: Site Meeting Reports	The service provider shall submit a weekly site meeting report. This report shall, to a minimum, include but not limited to number of the meeting, date, attendees, purpose of the visit, contractors' workforce, progress of the work, items inspected, tests witnessed, observations, problems resolved, and solutions suggested. This report shall be submitted to the contracting authority no later than one week from the date of the visit. In case of problems which need immediate decisions from the contracting authority, the Service provider shall promptly notify the contracting authority, follow up and expedite the action.
C1.5: Final report	At the end of the project or at the time of termination, if so, the Service provider shall submit the final report within one month from the date of the provisional acceptance. This report shall consist of, but not limited to: • General Information • Project Description • Description of Site • Type of Construction and Specifications • Schedule of Interim Payments • Executed Works and Payments on Account • Work Schedule, Obstacles and Remarks • Visits to Site • Actual Duration of Activities and Remarks • Materials Approved and Dates • Quality Control • all payments, variations, and contract cost status, final accounts • Events of the Project and Legal coverage • Appendix "A": Summary of Approved Variations • Appendix "B": Events and Correspondence

C1.6: Provisional acceptance report	• Report summarizing the inspection discussions and snag lists, agreed completion date and the time of occupancy. • Copy of certificate of the provisional acceptance with the completed snag list
C1.7: Final payment documents	• Approved As-Built drawings • Final quantities • Final payment
C1.8: Final acceptance report	• Report summarizing inspection regarding the final acceptance of the works and any corrective measures and actions to be taken by the contractor. • Copy of final acceptance certificate stating deductions, if any

5.6 Lot 2: Solar PV System Projects

The objective of the service is the provision of design and supervision of different types of photovoltaic (PV) systems including, but not limited to, standalone systems, grid-connected systems. These projects are aimed at improving the energy efficiency of existing buildings (including all types of building) and decreasing reliance on energy consumption.

5.6.1 General design requirements

- Ensure the roof area or other installation site can handle the desired system size.
- Specify sunlight and weather resistant materials for all outdoor equipment.
- Locate the array to minimize shading from foliage, vent pipes, and adjacent structures.
- Design the system in compliance with all applicable building and electrical codes.
- Design the system with a minimum of electrical losses due to wiring, fuses, switches, and inverters.
- Ensure the design meets local utility interconnection requirements.
- Maximizes the utilization of available solar irradiance at the specified location.
- Minimizes the overall cost of the system, including initial investment, operation, and maintenance.
- Ensure that the system meets the estimated energy demand of targeted buildings.

5.6.2 Phase A: Preliminary studies and design

The assessment shall include:

5.6.2.1 Energy Needs Assessment:

- **Load Profile:** Determine the daily, monthly, and yearly energy consumption of the building or site. This requires analyzing historical energy bills and understanding the types and usage patterns of appliances and equipment.
- **Energy Demand:** Calculate the peak power demand (kW)
- **Energy Production Goals:** Define the percentage of energy to be supplied by the PV system (e.g., 50%, 100%, net-zero).

5.6.2.2 Site Assessment:

- **As-built plans:** observe and document as-built plans and existing electrical systems, and technical requirements for connection to the grid.
- **Roof/Ground Assessment:** Evaluate the suitability of available space for PV panel installation (rooftop, ground-mounted, or carport). Consider roof orientation, shading, structural integrity, and available area, and the quality of waterproofing, etc.

- **Shading Analysis:** Conduct a thorough shading analysis using software or physical measurements to determine the extent and impact of shade from trees, buildings, or other obstructions throughout the year. Even minimal shading can significantly reduce output.
- **Sun Irradiance:** Determine the average daily solar irradiance (amount of sunlight) at the location. This data is crucial for system sizing and energy yield estimations. Use online tools or weather data from meteorological stations.
- **Climate Conditions:** Consider extreme weather events (wind, snow, hail) for structural design and component selection.
- **Grid Connection:** Assess the feasibility and requirements for connecting to the electrical grid. This might involve working with the utility company and obtaining necessary permits.
- **Accessibility:** Consider ease of access for installation, maintenance, and future repairs.

The assessment should also identify all the requirements from electric utilities and municipalities to complete the projects and provide the required service during the operation phase.

5.6.2.3 Preliminary design

The service provider must take the following steps prior to detailed designs:

- Preparing a design report showing calculations related to consumption based on data retrieved from site/owner, recurring costs, projected PV productions, and recommended improvements for having an efficient working system.
- Submitting a preliminary design outlining the system to be implemented and the proposed technology, material, and methodology.
- Conducting official meetings and documented minutes of meetings with all counterparts, including but not limited to, PENRA, JDECO, and relevant authorities obtaining necessary written approvals on methodologies, designs, tariff modalities (net-metering or feed-in-tariff), etc. Before proceeding with detailed design, the report and preliminary design shall be presented to the contracting authority for review, discussion, and acceptance.

Deliverable A.1: Prelimanary assessment and design report

The report shall be submitted as one document containing at minimum:

- Background
- Energy assessment: load profile, energy demand, energy production goal
- Site Characteristics: roof types/ground conditions, climatic conditions (wind speed, temperature, etc), orientation and tilt of roof, shading analysis, load capacity of roof/ground, accessibility.
- Existing electrical systems and techinical requirments to integrated PV systems.
- Local regulations and permits required to successful installation and connection to the grid, while identifying the on-grid tarrif system for storing/selling produced energy.
- Preliminary design outlining the system to be implemented and the proposed technology, material, and methodology.
- Caculation of the cost of the proposed system.
- Porpose alternative scenarios in terms of capacity, technology used, spatial criteria, and propose optimum scenario that offer maximum energy production and cost effeciency.

5.6.3 Phase B: Design studies

The service provider shall provide detailed design documents covering the following:

5.6.3.1 Design of the PV system

a) **PV Array Design:**

- **Panel Selection:** Choose suitable PV modules based on efficiency, power output, physical dimensions, warranty, and cost.
- **Array Sizing:** Calculate the number of PV panels needed to meet the energy production goals, accounting for panel efficiency, shading, and system losses.

- **Array Configuration:** Determine the optimal arrangement of panels (series and parallel strings) to maximize power output and match the inverter's input voltage and current requirements.
- **Mounting System:** Select appropriate mounting hardware based on the roof type, ground conditions, and local building codes. Consider tilt angle optimization for maximizing solar energy capture.

b) **Inverter Selection:**

- **Inverter Sizing:** Choose an inverter with a power rating that matches or slightly exceeds the peak power output of the PV array. Consider single-phase or three-phase inverters depending on the grid connection.
- **Inverter Type:** Select the appropriate inverter technology (string inverter, microinverter, power optimizer) based on system size, complexity, and desired features.

c) **Balance of System (BOS) Components:**

- **Wiring and Cabling:** Specify appropriate cable sizes and types to handle the current and voltage levels of the system.
- **Disconnects:** Include safety disconnects (circuit breakers, fuses) for the array, inverter, and grid connection.
- **Grounding and Bonding:** Design a robust grounding system to ensure safety and protect against electrical shocks.
- **Overcurrent Protection:** Select appropriate fuses or circuit breakers to protect the system from overloads and short circuits.
- **Surge Protection:** Install surge protection devices (SPDs) to safeguard against voltage surges caused by lightning or grid disturbances.
- **Monitoring System:** Consider including a system monitoring solution to track energy production, performance, and fault detection.

d) Mounting system and structural work

- Design of mounting system
- Detailed construction/architectural works including those required for demolition, if any.

5.6.3.2 System Simulation and Analysis

- **Software Simulation:** Use specialized PV system design software (e.g., PVsyst, Helioscope) to simulate system performance under various conditions. This helps optimize the design and predict energy yield accurately.
- **Energy Yield Estimation:** Determine the annual energy production of the system based on simulation results and site-specific data.

5.6.3.3 Tender documents

- **Detailed design** that covers the intervention works, including but not limited to, an existing site layout plan, demolishing plan (if required), **structural/architectural/electrical drawings**, details of all structural steel sections/connections, architectural sections, and details of all electrical related works.

- **Breakdown estimate** for the cost of intervention, including but not limited to, cost of material, transportation, and workmanship for similar works. *Official documents and supporting proof need to be attached.*
- **Technical specifications** covering requirements related to, but not limited to, general requirements, siteworks, concrete, metals, solar modules, data monitoring system, connection box, inverter, bi-directional meter, cables, cable trays, etc. to ensure proper implementation of all work activities.
- The consultant shall also submit a general **work plan** showing key milestones and an estimated duration for implementation of the works.
- The service provider shall obtain all necessary **permits and approvals** from local authorities and utility companies before installation.

5.6.3.4 Evaluation of offer

The service provider shall assist the contracting authority during the bidding process upon request: in particular, participation in the Pre-bid meeting and responding to any queries that may arise during the tendering process.

The consultancy services related to the bidding process comprise:

- Bidding process related assistance to the contracting authority, including activities such as preparing response to queries from prospective bidders, and participation in site visits.
- Participating in the pre-bid clarification meeting with guided site visit (in case of civil works).
- Issuing addenda to bidding documents, as may be required.
- The service provider shall attend the tender opening for the project unless specifically excused by the contracting authority.
- The service provider shall review all unit prices and technical specifications submitted and provide written recommendation or rejection.
- The service provider shall provide assistance to the contracting authority to identify the apparent successful tenderers.

Deliverable B.1: Detailed design documents

All documents shall be submitted using the following guideline: detailed design (in .dwg and .pdf formats), bill of quantities (.xlsx format) including a precise cost estimate, technical specifications (.docx and .pdf format) and work plan (Gantt chart in .pdf format).

Before proceeding with supervision phase and the subsequent deliverables, the design package shall be presented to the Contracting Authority for review, discussion, and acceptance.

The main documents include:

- Detailed design of the PV system, mounting system, and other structural/ architectural works.
- Simulation analysis as described above.
- Tender documents:
  - Detailed drawings for all types work including, electrical, structural, architectural, etc.
  - Cost analysis for all components
  - Technical specifications to all system components
  - Detailed BoQ
  - Work plan
- Successful awarding to best contractor:
  - Minutes of site visit
  - Minutes of information meeting
  - Addenda and associated drawings
  - Awarding report inludes (results of revision of unit prices, recommendations, and ranking)

5.6.4 Phase C: Supervision services

The aim of this service is to supervise the construction works of the project to ensure that the project is implemented as designed, well commissioned and complies with all the regulatory, safety, quality requirements.

5.6.4.6 Construction phase

- Kick off meeting, and review shop drawings, detailed designs, as built drawings, technical datasheets, implementation preparations and method of statement.
- Coordinating directly with the contractor on the timeliness of submission of all needed shop drawings/material and for the on-site implementation of works in a timely manner and coordinating the activities of various contractors and subcontractors involved in the project.

- Quality check and control for quantities according to BOQ, and quality of materials delivered to be compliant with the specifications required. Review material submittals against tender documents and inspect material sources, tests & certifications and compliance with requirements and international standards.
- Detailed inspection site visits to be conducted at key milestones throughout the implementation period. During these days, the consultant shall conduct at least 3 site meetings to be incorporated within the site visits (i.e. start of the works, midway through construction, and at end of works).
- Ensuring adherence to all safety regulations and procedures throughout the construction process. This includes regular site inspections, enforcing personal protective equipment (PPE) usage, and managing potential hazards (e.g., working at heights, electrical hazards).
- Supervising the testing and commissioning of the PV system, ensuring it meets performance specifications and safety requirements. This includes testing individual components, the entire system, and verifying proper functionality.
- Review any received VO(s) and provide technical recommendations.
- Maintaining comprehensive documentation of the entire project, including design drawings, inspection reports, testing results, and as-built drawings.
- Responsible for finalizing all requirements, financial and technical, for conditional and final approval.

5.6.4.7 Post-Construction phase

- Conducting on-job training to number of users/staffs of the building after the installation, in collaboration with related ministries and local governments, the training shall include instructing who can be called in case of failure, how to clean dust from the panels, how to carry out a visual inspection of wiring/LED lights, etc.
- Overseeing the warranty process and ensuring the PV system is properly maintained.
- Monitoring the performance of the PV system after installation to identify any potential problems early on.

Deliverable C.1: Detailed work completion report

The service provider shall ensure of handing over all documents related to the project in soft copy, in formal modality.

The report shall reflect:

- Project Identification & Overview
- Scope of Work Completion: This section should meticulously document the completion of all tasks outlined in the original project plan, including materials, quantities, and their main specifications.
- Actual implementation plan against all tasks/activities.
- Payments, VOs, the reviewed final payment.
- Confirming/signing off on as-built drawings submitted by the contactor.
- Supporting documents including but not limited to minutes of meetings, inspection requests, daily reports, pictures, etc.

5.7 Human and Logistical Resources

5.7.1 Team composition

5.7.1.1 Team leader

The service provider shall identify a coordinator/team leader within its organization who shall represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the selection criteria. Similarly, the Contracting Authority shall designate a contact person.

All communications and exchange of information between the Contracting Authority and the service provider during the contract period shall be held in writing or email, in English and be addressed to the contractor's single point of contact and to the contact person in the Contracting Authority respectively. The coordinator shall need to closely collaborate with the Contracting Authority to ensure that the quality of the assignment meets the standards set. In addition, he/she shall safeguard that the requirements as described in this tender are well-maintained.

5.7.1.2 Key staff

The service provider shall define a well-qualified and experienced team of sufficient size and capacity. Specific expertise shall be provided in structural strategic planning, pedagogy, environment protection, sustainable sanitation, construction engineering, electricity, including renewable energy and passive architecture. The key staff shall have university degrees in their respective disciplines, corporate registrations with respective professional bodies, practicing certificates, professional indemnity insurance and excellent track records on projects of similar nature in developing countries. The service provider shall complete the team composition and task assignment in sufficient detail to ensure that all technical requirements fall under the responsibility of a named expert. The following table summarizes required key staff:

Key staff as per project phases[13]						
Key staff	Lot 1: Architecture /Infrastructure projects			Lot 2: Solar PV System Projects		
	Phase A: Preliminary studies and design	Phase B: Design Studies	Phase C: Supervision services	Phase A: Preliminary studies and design	Phase B: Detailed design	Phase C: Supervision services
Senior architect/urban planner	☑	☑	☑	☐	☐	☐
Senior Civil Engineer	☑	☑	☑	☐	☐	☐
Junior civil engineer/designer	☑	☑	☑	☑	☑	☑
Junior architect/designer	☑	☑	☑	☐	☐	☐
Site engineer	☐	☐	☑	☐	☐	☐
Electrical Engineer	☑	☑	☑	☐	☐	☐
Mechanical/pluming Engineer	☑	☑	☑	☐	☐	☐
Land Surveyor	☐	☑	☐	☐	☐	☐
Environmental specialist / ESIA expert	☑	☐	☐	☐	☐	☐
Renewable Energy/PV Expert	☐	☐	☐	☑	☑	☑

[13] The specific key staff and numbers will be identified as per the specific ToRs, according to the type of requested task.

1.1.2 Qualifications of the key staff

Mandatory requirements for the key staff

The key staff shall have university degrees in their respective disciplines, corporate registrations with respective professional bodies, practicing certificates, professional indemnity insurance and excellent records on projects of similar nature in developing countries. The contractor team shall include but not be limited to the following key experts:

1- Team Leader (Representative of the Consultant): The Team Leader will represent the service provider and will be responsible for managing the project. The Team Leader's responsibilities start with signing the consulting services contract and continue up to issuing the final acceptance certificate. The Team leader should not be involved in any other project/s to be able to follow up his duties in this project properly. Otherwise, the Contracting Authority has the right to reject him/her.

- Civil or architect engineer with more than twelve (12) years of postgraduate experience in the design, management and supervision of construction projects.
- Experience in public works contracts.
- Experience in energy efficiency, bioclimatic and passive architecture, local materials and appropriate technologies specific to these regions.
- Considerable experience in managing infrastructure projects in different fields including education, health, built environment etc.
- Execution and coordination of architectural and construction projects.
- Experience in preliminary studies and architectural and/or structural audit.

2- Senior architect/urban planner

- A full-time registered professional architect or urban planning engineer.
- More than ten (10) years post graduate combined experience in urban planning and sustainable architectural designs.
- Experience in design of landscape projects considering the environmental principles and parameters.
- Experience in development of the bioclimatic architectural approach to the structure allowing the optimization of user comfort.
- Knowledge and mastery of the use of local materials and appropriate technologies specific to these regions
- knowledge and mastery of the principles of climate-resilient design and the three pillars of sustainability and can assess concepts such as: return on investment, carbon footprint, cost-benefit analysis, and life cycle assessment.

This position is optional if the team leader has this educational background and experience.

3- Senior civil engineer

- A registered professional civil engineer.
- More than ten (10) years post graduate experience in buildings design and structural works.
- Execution and coordination of technical design tasks.
- Experience in the design, sizing, and implementation of the structure of bioclimatic buildings including the use of local materials and appropriate technologies.
- Solid experience in preliminary measurement and quantity and price assessments & technical audits (stability verification, etc.).
- Solid experience in structural assessments and rehabilitation of buildings.

- Demonstrate specific skills in developing structural plans and calculations of traditional structures (concrete, metal, timber) and alternatives.
- Solid experience in preparing tender documents including drawings, technical specifications, BoQs.

This position is optional if the team leader has this educational background and experience.

4- Junior civil engineer/designer
- A registered professional civil engineer.
- More than three (3) years post graduate experience in structural design.
- Experience in performing various calculations (foundations, structure, stability, etc.).
- Experience in preparing tender documents including structural drawings, technical specifications, BoQs.

5- Junior architect/designer
- A registered professional architect.
- More than three (3) years post graduate experience in architectural design.
- Experience (assistance role) in developing master and landscape plans.
- Experience in developing architectural drawings, specifications, quantities.

6- Site engineer (full time duty in the site)
- A registered professional civil engineer.
- More than seven (7) years post graduate experience in field monitoring and controlling of construction projects.
- Proven track record of successfully managing site activities.
- Proficiency in reading and interpreting engineering drawings, specifications, and technical documents.
- Familiarity with local building codes and safety regulations.
- Experience with surveying and setting out techniques.
- Competence in using engineering software (e.g., AutoCAD, MS Project).
- Knowledge of material specifications and quality control procedures.

7- Electrical Engineer
- A registered professional electrical engineer.
- More than seven (7) years post graduate experience in electrical design and installation for large institutional buildings and systems.
- Demonstrate mastery of the principles linked to the bioclimatic approach to buildings in studies of electrical networks (promotion of energy efficiency and renewable energies).
- Experience in developing electrical drawings, specifications, quantities.
- Experience in evaluating the efficiency and performance of the building's electrical systems and identifying opportunities for improvements, and recommend upgrades or retrofits including on:
    - lighting systems
    - renewable energy production
    - building automation and controls

8- Mechanical/pluming Engineer
- A registered professional mechanical engineer.

- More than seven (7) years post graduate experience in mechanical design installation for large institutional buildings and systems, including plumbing and hydraulic components.
- Demonstrate mastery of the principles linked to the bioclimatic approach to buildings in studies of mechanical networks (promotion of renewable energies), and of the water cycle in buildings (water supply and sanitation).
- Experience in developing electrical drawings, specifications, quantities.
- Solid experience 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.
- Experience to 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.

9- Land Surveyor
- A registered land surveyor, possess a degree in civil engineering or surveying.
- More than seven (7) years post graduate experience in land surveying for wide range of projects including landscaping, spatial planning, and construction.
- Experience in operating and maintaining surveying equipment (GPS, total stations, levels, etc.).
- Strong understanding of surveying principles, techniques, and calculations.
- Experience in providing high quality and accurate contour maps.
- Ability to read and interpret maps, plans, and legal descriptions.

10- Environmental specialist / ESIA expert
- Advanced university degree in environmental sciences or engineering. Certification in ESIA is an asset.
- More than seven (7) years post graduate experience in conducting and managing ESIAs, with a proven track record of success.
- Expert knowledge of ESIA methodologies, impact assessment techniques, and environmental management planning.
- Strong understanding of environmental and social impacts, mainly energy and infrastructure projects, including biodiversity, water resources, air quality, cultural heritage, and community livelihoods.
- Mastery of environmental and social regulations and standards in Palestine.
- Responsibilities in the Construction Framework
    - Preparation: Carrying out environmental and social impact studies (ESIAs).
    - Planning: Development and monitoring of the Environmental and Social Management Plan (ESMP).
    - Execution: report on the implementation of ESMP in the construction sites.
    - Monitoring and Reporting: Collection of environmental data and preparation of reports for the contracting authority.
    - Legal compliance: Ensure that the project complies with environmental regulations in force in Palestine.

11- Renewable energy/PV expert
- A registered professional electrical engineer, additional degree or diploma in renewable energy is preferred.
- At least seven (7) years postgraduate experience in designing and supervision of Solar PV systems in (large scale systems).

- Experience in conducting feasibility, technical, and environmental studies to propose optimum solar PV designs.
- Experience in developing electrical drawings, specifications, quantities.
- Thorough understanding of PV system components, design principles, and installation practices.
- Proficiency in using PV system design software (e.g., PVSyst, Aurora Solar, Helioscope).
- Knowledge of Palestinian and Israeli Standards.
- Familiar with local challenges/issues and connection modalities.
  The expert is responsible on site supervision, and quality control.

5.7.2 Management of the Team

Efficient communication and sharing of experience must be maintained within the team. In case of unavailability of a team member, the service provider shall ensure prompt replacement with at least the same level of qualifications as those of the expert being replaced and who was initially proposed for the assignment in accordance with the tender. The service provider is free to organize their resources as they wish around the key personnel.

The service provider shall complete the team composition and task assignment in sufficient detail to ensure that all technical requirements fall under the responsibility of a named expert.

The minimum key personnel cited above must be available according to the needs specified in the specific ToRs. For each profile, the bidder must propose at least 1 person meeting the required qualifications, the number of experts and years of experience under each profile can be adjusted according to the volume and complexity of work. The composition of the team may therefore vary from one assignment order to another. The entire team shall be physically available and be willing to make the necessary site visits during implementation when required. Each expert must demonstrate excellent command of the English language (written and oral).

In case the requested tasks require more than one expert in same field, the service provider must submit CVs of the same level of qualifications.

6 Forms

1.2 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:	

6.1.1 Subcontractors

Name and legal form	Address / Registered office	Object

* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the ESPD referred to in Article 38 of the Royal Decree of 18 April 2017. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.

The tender also comprises a separate ESPD for the entities in the meaning of paragraph 1.

6.2 Tender Forms – 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 dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's 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:

	Unit Price Man/Day
Team Lead	
Senior architect/urban planner	
Senior Civil Engineer	
Junior civil engineer/designer	
Junior architect/designer	
Site engineer	
Electrical Engineer	
Mechanical/pluming Engineer	
Land Surveyor	
Environmental specialist / ESIA expert	
Renewable Energy/PV Expert	

Price offer (generic price that might be adjusted based on the specific tasks that will be assigned based on location and type of building)

EUR ...
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 'Overview of the documents to be submitted' must be attached to the tender.

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

Certified true and sincere,

Handwritten original signature(s):

6.2.1 The Hypothetical Example:

Items	Unit price	Quantity[14]	Duration	Price based on building type			Usage Weight (%)	Weighted price
				Simple projects[15]	Standard projects[16]	Complex projects[17]		
Lot 1: Architecture /Infrastructure Projects								
Phase A: Preliminary studies								
5.5.1.1 Feasibility study	Lump-sum	1	N/A				10%	
5.5.1.2 Structural and damage assessment	m2 (floor area)	2000						
5.5.1.3 Master plan	m2 (land)	5000						
5.5.1.4 Environmental and social impact assessment (ESIA)	Lump-sum	1						
Phase B: Design Studies								
5.5.2.1 Land Survey	m2 (land)	5000	N/A				45%	
5.5.2.2 Site Analysis	m2 (land)	5000						
5.5.2.3 Preliminary plans	m2 (floor area)	2000						
5.5.2.4 Detailed plans and Bidding documents	m2 (floor area)	2000						

[14] **A hypothetical project** of 2000 m² of floor area (multi floors), 500 m² of roof area, 40 KWp PV system, 5,000 m² of land. **Applies for both lots.**
[15] **Simple project:** storage warehouses, parking lots, basic sheds, small workshops, upgrading of very small part of buildings, etc. Simple structural systems, and no special architectural features are required. **Apply for Lot 1 only.**
[16] **Standard project:** residential buildings, office buildings, schools, community centers, public spaces, community health centers, vocational training centers (VTCs), etc. Regular architectural and structural requirements. **Apply for Lot 1 only.**
[17] **Complex project:** city-scale hospitals and health centers, Highrise buildings, laboratories, industrial facilities with process systems, standard projects with special requirements or technical systems, etc. Special architectural and structural requirements, and integration of complex technical systems or technologies. **Apply for Lot 1 only.**

5.5.2.5 Tender documents	m2 (floor area)	2000						
5.5.2.6 Evaluation of offers	m2 (floor area)	2000						
Phase C: Supervision services								
5.5.3 Supervision tasks	Month/m2 (floor area)	2000	12				45%	
Lot 2: Solar PV System Projects								
Phase A: Preliminary studies								
5.6.2.1 Energy assessment	m2 (roof area)	500	N/A				100%	
5.6.2.2 Site assessment		500						
5.6.2.3 Preliminary design		500						
Phase B: Design studies								
5.6.3.1 Design of the PV system	KWp of PV system	40	N/A				100%	
5.6.3.2 System Simulation and Analysis		40						
5.6.3.3 Tender documents		40						
5.6.3.4 Evaluation of offer		40						
Phase C: Supervision services								
5.6.4 Supervision tasks	KWp of PV system	40	N/A				100%	

Tenderers acknowledge and agree that the unit prices submitted within their financial proposal shall form the basis for the framework agreement. However, at the time of issuing specific terms of reference for identified projects, tenderers shall have the opportunity to propose an adjustment to their unit rates to account for specific project location conditions and/or exceptional technical requirements.

Any such adjustment shall not exceed a maximum increase of fifteen percent (10%) of the originally submitted unit prices and must submit a detailed breakdown of proposed costs.

For the purposes of financial evaluation under Lot 1, only the unit prices proposed for standard building projects shall be considered. Unit prices proposed for simple or complex projects are reserved for future application during project-specific service orders and shall not influence the initial tender evaluation ranking.

The lists of projects described under each respective category herein shall not be construed as exhaustive. The omission of any specific project from the said lists shall not preclude such project from falling within the scope of this Framework Agreement. The Contracting Authority shall retain the exclusive right, at its sole and absolute discretion, to determine and assign the appropriate project category under which any not-listed project shall be classified. Such determination by the Contracting Authority shall be final, binding, and not subject to negotiation with the service provider or any other party. The tender hereby acknowledges and accepts that it shall have no claim or recourse against the Contracting Authority in respect of the categorization of any project pursuant to this provision.

6.3 Declaration on honour – exclusion criteria

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

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

   1° involvement in a criminal organisation

   2° corruption

   3° fraud

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

   5° money laundering or terrorist financing

   6° child labour and other trafficking in human beings

   7° employment of foreign citizens under illegal status

   8° creating a shell company.

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

   Are also considered such serious professional misconduct:

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

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

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

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

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

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

6.4 Integrity Statement of the tenderer

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

1° 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.

2° 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).

3° 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:

1° 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.

2° 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.

3° 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.

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

6.5 List the references/similar experience

List below the experience under contracts in the role of contractor or subcontractor completed within the last **three years** prior to the applications submission deadline (**2022– present**). Start with the most recent.

Description of the main works performed	Final contract value	Currency	Role contractor/subcontractor	Start date	End date (provisional acceptance)	Contracting authority	Completion certificate attached?

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

6.6 Staff disposed

Position	Full name	Total work projects (years)	Educational degree	West Bank	Jerusalem (Has access)	CV attached?
Project Manager						
Site Engineer						

The tenderer shall ensure the demonstration of functional and operational capability in all geographical locations where the intervention is anticipated to take place. If the nominated expert does not possess authorized access to both the West Bank and Jerusalem, the tenderer may propose an additional expert with an equivalent profile to guarantee adequate coverage of the respective areas. In such instances, the tenderer is required to explicitly identify the primary expert designated for the position, whose name shall be duly considered in the context of the public awarding process.

@The tenderer shall attached to his tender the up to date (2025) CVs of all mentioned personnel.

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

7 Attachments

7.1 Power of attorney

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.

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).

7.2 Incorporation certificate

The tenderer shall include in his tender the incorporation certificate[18] from the competent authority (for local tenderers: Israeli or Palestinian Registration Certificate).

▶ Please insert after this page

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

7.3 Certification of clearance with regards to the payments of social security contributions

The tenderer must provide a certification[18] from the competent authority stating that (s)he is in order with its obligations with regards to the payments of social security contributions that apply by law in the country of establishment. This requirement does not apply to tenderers registered in the Palestinian territory.

▶ Please insert after this page

7.4 Certification of clearance with regards to the payments of applicable taxes

The tenderer must provide a **recent certification**[18] (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

7.5 CVs of all mentioned personnel

The service provider must provide in his/her offer the **updated CVs of the key experts proposed** for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested. Each CV should be no longer than 5 pages.

▶ Please insert after this page CVs of all mentioned personnel
Please respect the order of the personnel as listed in the form

8 Checklist of documents to be joined to the tender

The tender should be submitted as a hard copy and with a soft copy USB inside.

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

	Document	
Tender document	One original copy of the completed tender document (the present document) filled electronically (not by hand), then printed completely, signed, and stamped. The following forms need to be completed: 10. Form 6.1: Identification 11. Form 6.1.1: sub-contractors 12. Form 6.2: Prices 13. Form 6.2.1: Hypothetical price example 14. Form 6.3: Declaration on honour – exclusion grounds 15. Form 6.4: Integrity statement 16. Form 6.5: List the references/similar experience 17. Form 6.6 : Staff disposed 18. All the mentioned attachments above 19. ESPD form	
	Declaration from a competent authority of not being in a situation of bankruptcy or insolvency.	
	Incorporation certificate from the competent authority.	
	Active bank account for the last 2 years.	
	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).	
	In case of a consortium or a temporary association, a copy of the joint venture agreement.	
	Non sentence certificate for the board members.	
	The eESPD and any annex(es) (for each participant for tender submitted by a group as well as for the entities, particularly the subcontractors, whose capacity is used for technical and professional capacity criteria)	

	Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.	
	Valid deduction at source certificate/Certification of clearance with regards to the payments of applicable taxes	