



## Tender Specifications

Services procurement contract for **"In-Country  
facilitator/consultant to Support Palestine's NDC  
Implementation"**

Navision code: PSE22004-10076

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# 1 General provisions

## 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.

These Tender Specifications derogate from Article(s) 25§2 and 26 of the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

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

The following initiatives are also guiding Enabel in its operations: 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 2003<sup>3</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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

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

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

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation<sup>4</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- 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 contracts<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors<sup>7</sup>;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works<sup>8</sup>;
- 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](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- << [local legislation with regards to sexual harassment at the workplace or equivalent]
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.

<sup>4</sup> <http://www.ilo.org/ilolex/french/convdsp1.htm>.

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

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

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

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

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

## 1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

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 **consultancy “In-Country facilitator/consultant to Support Palestine’s NDC Implementation”**, in conformity with the conditions of these Tender Specifications.

### 2.3 Lots<sup>9</sup>

The procurement contract has no lots.

### 2.4 Items

The procurement contract consists of the following items:

(See also the TOR)

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

### 2.5 Term of the procurement contract<sup>10</sup>

The procurement contract starts upon award notification and ends upon the final acceptance.

### 2.6 Variants ♣

Variants are not permitted.

### 2.7 Quantity

Quantities will be determined in order forms.

### 2.8 Duration

This contract is for 12 months and could be renewed for another 12 months.

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<sup>9</sup> 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.

<sup>10</sup> Please note: term of the procurement contract not to be confused with performance period.

## 3 Subject-matter and scope of the procurement contract

### 3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

### 3.2 Semi-official notification

#### 3.2.1 Enabel publication

This procurement contract is published on the Enabel website ([www.enabel.be](http://www.enabel.be)) from

**March 12, 2025- March 26, 2025.**

[www.jobs.ps](http://www.jobs.ps)

### 3.3 Information

The awarding of this procurement 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 procurement 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 8, 2025 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to Ms. Karmel Al Salqan ([Karmel.alsalqan@enabel.be](mailto: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 10, 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](http://www.enabel.be)

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

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

## 3.4 Tender

### 3.4.1 Data to be included in the tender

The tenderer must use the tender form in annexe. 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.

### 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.

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

### 3.4.3 Determination of prices

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

This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned 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 an on-site audit to check 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;

The delivery of documents or of pieces related to 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;

### 3.4.4 How to submit tenders?

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

The tenderer submits his tender as follows:

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

It is submitted in a properly sealed envelope bearing the following information:

**Consultancy service In-Country facilitator/consultant to Support Palestine's NDC Implementation PSE22004-10062**

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**  
**Royal Center Building, 7<sup>th</sup> floor**  
**Mecca street, Al Balou'**  
**Ramallah/AlBireh**  
**T/F: (+972) 2 242 1137/8**

- b) Delivered by hand with acknowledgement of receipt.

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

Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted<sup>11</sup>.

The tender must be received before **Monday May 19, 2025 3:00 PM** at the following address:

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

### 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.

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Art. 83 of the Royal Decree Award

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, a tender that is modified or withdrawn after the signing of the submission report means that a new submission report, signed in accordance with paragraph 1, must be sent.

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

The withdrawal must be pure and simple.

When the submission report drawn up following the modifications or withdrawal set out in clause 1 does not bear the signature referred to in paragraph 1, the modification or withdrawal is automatically deemed null and void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

### **3.4.6 Selection of tenderers**

#### **3.4.6.1 Exclusion grounds**

The mandatory and optional 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 exactitude of this Declaration on honour for the tenderer with the best tender.

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

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

#### **3.4.6.2 Selection criteria**

Moreover, by means of the documents requested in the 'Selection file', 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 procurement contract.

#### **3.4.6.3 Overview of the procedure**

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

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

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. Maximum 5 tenderers may be included in the shortlist.

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

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

#### 3.4.6.4 Award criteria♣

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

- Award on the basis of best value for money, which is evaluated in the light of the price or cost and criteria related to quality and environmental and/or social factors:
  - Technical value: 70%

Evaluation Component	Max Points	Explanation
<b>1. Education and Qualifications</b>	10 pts	Relevant degree(s) in climate, development, or public policy.
<b>2. Technical Experience</b>	30 pts	NDC implementation, stakeholder coordination, project delivery.
<b>3. Methodology and Assignment Understanding</b>	10 pts	Clarity and logic of proposed coordination approach.
Candidates scoring more than 30 points out of 50 will be qualified for the interview.		
<b>4. Interview</b>	25 pts	Of which 15 pts will assess coordination and communication skills directly.

- Price 25%

With regards to the “price” criterion, the following formula will be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 25$$

#### 3.4.6.5 Final score

The scores for the award criteria will be added up. The procurement 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.

#### 3.4.6.6 Awarding the procurement contract

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



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

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

The contracting authority maintains the right to award only a certain lot or certain lots.

#### **3.4.7 Concluding the procurement contract**

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

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

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

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

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

## 4 Special contractual provisions

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

These Tender Specifications derogate from Article(s) 25-33 and of the GIR.

### 4.1 Managing official (Art. 11)

The managing official is Ms Sireen Abu Jamous, e-mail: [Sireen.abujamous@enabel.be](mailto:Sireen.abujamous@enabel.be).

Once the procurement 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 procurement 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 procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement 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 procurement 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 commits to having the procurement 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 procurement contract. Any replacements must be approved by the contracting authority.

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 does not acquire the intellectual property rights created, developed or used during performance of the procurement contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement 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 procurement 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)**

In derogation of article 25§2 of the Royal Decree of 14/01/2013, for this procurement contract no performance bond is required.

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

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

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

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

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement 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 supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

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

##### **4.8.2 Adjusting the prices (Art. 38/7)**

For this procurement contract, price reviews are not permitted.

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

The contracting authority reserves the right to suspend the performance of the procurement 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 time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;

- The suspension occurred during the contract performance period.

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

#### **4.8.4 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 procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

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

The contracting authority reserves the right to demand an activity report at any time of the assignment to 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...).

### **4.10 Performance modalities (Art. 146 et seq.)**

#### **4.10.1 Deadlines and terms (Art. 147)**

The services must be performed within **year** as from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

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 will ask for an extended 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.

The services must be performed within a period that is to be expressed in calendar days, which the tenderer shall mention in his tender. This period starts as from the day following the date on

which the service provider received the contract conclusion notification letter. Since the performance period is an award criterion, not including it in the tender will bring about the substantial irregularity of the tender. All days are indistinguishably included in the period.

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 delivery 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 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.

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

The services will be performed at the following address:

This is a full-time position based at the Environment Quality Authority (EQA) in Ramallah, Palestine, for a period of 12 months. The contract may be extended for another year, depending on performance and funding availability.

#### **4.11 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.

#### **4.12 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.



### **4.13 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.

### **4.14 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 procurement 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 procurement 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 procurement contract and/or the exclusion of procurement contracts of 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 procurement 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 are given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the procurement 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 term without the issuing of a report and they are automatically applied for the total number of days of delay.

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

#### **4.14.3 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 found.

§2 The measures as of right are:

1° Unilateral termination of the procurement 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 procurement contract;

3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement 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 procurement contract will be borne by the new contractor.

### **4.15 End of the procurement 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 verifications, technical acceptance and prescribed tests.

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

Ms. Sireen Abu Jamous sireen.abujamous@enabel.be

Enabel (Belgian Development Agency)

Royal Center Building, 7th Floor, Al Balou', Mecca Street, Ramallah - Al Bireh

The head of invoice shall mention:

- **Enabel/ SO4 project**
- **The reference of the tender documents: PSE22004-10062**

Only services that have 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 and any other documents that may be required.

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

The invoice must be in EUROS.

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

No advance may be asked by the contractor and the payment will be made after provisional/final acceptance of each service delivery of a same order.

Payments will be made as follows:

#### **Payment per Month**

Payments will be made monthly upon submission of the Monthly progress reports and timesheet; those reports must be approved by EQA before being shared with the NDC Partnership Support Unit and Enabel, bearing in mind that the approval of those reports by the NDC Partnership followed by the approval of Enabel is a prerequisite for paying the consultant fees.

If the consultant fails to submit a VAT invoice along with a valid deduction at source certificate, a 10% income tax will be deducted from the payment in accordance with the Income Tax law. In such cases, the consultant must also submit a payment request to process the payment.

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

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this procurement 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 procurement 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 Mrs Inge Janssens

rue Haute 147

1000 Brussels

Belgium

## 5 Terms of Reference

### Intervention form

Intervention Name	Green West Bank
Duration	2022-2026
Geographical area	Palestine: West Bank
Institutional partner	Ministry of Local Government, Environment Quality Authority: Ministry of National Economy, Palestinian Energy and Natural Resources Authority, Ministry of Agriculture, Municipal Development and Lending Fund
Implementing partners	To be identified
General objective (GO)	The Palestinian Population makes use of the opportunities offered by a sustainable environment.
Specific objective (SO)	The conditions of the Palestinian ecosystems are improved by reducing the footprint and GHGs emissions through the promotion of Green Circular Economy and Green Cities, focusing on energy efficiency, renewable energy and solid waste management in the regions of Hebron, Bethlehem, Tubas and Nablus.
Expected Results	<p>Result 1: A conducive environment for green and circular economy and for green cities is promoted at national and local levels.</p> <p>Result 2: Green and circular economy and entrepreneurship are supported in the selected value chains based on a market system approach.</p> <p>Result 3: Green cities in Palestine are promoted through resilient urban planning, green inclusive services, and green buildings, taking into account the needs of vulnerable groups (women and youth).</p> <p>Result 4: Green cities and entrepreneurship for women as well as green and decent jobs for women and youth are promoted in the selected value chains.</p>

## Project background

The Palestine Cooperation Strategy 2022-2026 was validated on 30th June 2021. Its focus is to empower youth in an environmentally sustainable Palestine. Two general objectives have been defined:

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.

The second pillar of the portfolio is dedicated to climate action, based on support to the development of an emerging green and circular economy and the implementation of the National Determined Contributions (NDC), with the view to contribute to a sustainable and inclusive Palestinian society and reduce environmental hazards and dependency on non-renewable natural resources. Specific thematic priorities are as follows:

The development and the strengthening of value chains and opportunities for socio-economic entrepreneurship and job creation in an emerging green economy, which could potentially be applied to various sectors, such as energy, water, agriculture, waste, recycling, construction, transport and industry.

The development of sustainable cities, public services and territories.

A focus on specific niches such as: waste management; reducing, recycling and reuse; renewable energy; and energy efficiency.

## **Assignment**

### 3.1 The NDC Partnership:

The NDC Partnership is a global coalition of countries and institutions collaborating to drive transformational climate action through sustainable development. In 2015, the world endorsed the Paris Agreement and the 2030 Agenda for Sustainable Development. Nations signal their commitments to the Paris Agreement through Nationally Determined Contributions (NDCs) - each country's strategy to cut its own greenhouse gas emissions and build resilience against the negative effects of a changing climate. The Partnership advances the goals of the Paris Agreement by bringing together nearly 200 countries and institutions in new ways to accelerate NDC implementation and enhance ambition over time. The Partnership's work through 120 partners supporting almost 80 countries produces many examples of impact, lessons learned and ideas for the future. The Partnership is governed by a Steering Committee, co-chaired by two country representatives. The Partnership's work is facilitated by a Support Unit based at World Resources Institute in Washington DC and the UNFCCC Secretariat in Bonn, Germany.

### 3.2 Background of the assignment:

Nationally Determined Contributions (NDCs) are at the heart of the Paris Agreement and the achievement of its long-term goals. Launched at COP22 in 2016 in Marrakesh, the NDC Partnership aims to enhance cooperation so that countries have access to the technical knowledge and financial support they need to implement their NDCs. International support for fast and effective NDC implementation in the context of the Partnership implies new forms of coordination and collaboration. As of 2021, the NDC Partnership is a global coalition of nearly 200 countries and institutions that support countries on accelerating the implementation of NDCs in line with sustainable development goals (SDGs).

Palestine became a member of the NDC Partnership in September 2019, appointing focal points in the Environment Quality Authority (EQA) and the Ministry of Finance and Planning. EQA is leading national efforts in response to climate change. EQA is the Chair of the National Climate Change Committee (NCCC) and was nominated by the government as the National Designated

Authority (NDA) for the Green Climate Fund. Palestine has been supported through the Partnership's Climate Action Enhancement Package (CAEP) with the support of the World Bank, Islamic Development Bank, and Ricardo Energy & Environment. Under the CAEP support, Palestine has developed 14 NDC Implementation Action Plans for 6 key sectors, culminating in its NDC Plan. The partners are also supporting Palestine on developing its updated NDC. Additionally, partners such as ENABEL, AFD, GIZ, and others are channelling support to the government in order to strengthen its NDC coordination and implementation capacities and mechanisms.

Based on the initial responses to the Implementation Plan, 45% of the outputs received indication of partial support, still requiring additional support to fully achieve them. Through the Partnership Action Fund (PAF) support, implementation plans will be developed covering the remaining six sectors; coastal & marine, food, industry, terrestrial ecosystems, tourism, and urban & infrastructure, in addition to support enabling policy environment for the mentioned six plans as well as localization of article 6 of the Paris Agreement in Palestine. The government remains committed to improve the capacities on know-how for building climate resilience community and mobilizing additional support to carry out the activities of the Implementation Plan and implementation plans.

### **Objectives of the Consultancy:**

Enabel has decided to appoint a consultant as an In-Country National Facilitator/consultant (ICNF) to be directly embedded in EQA headquarters to closely support its engagement with the NDC Partnership. The Facilitator/consultant serves as the NDC Partnership's interface in the country and operates as a liaison between the country and other NDC Partnership members. The Facilitator/consultant's role is purely one of coordination and supportive facilitation. Working on behalf of Palestine, the Facilitator/consultant plays a key role in ensuring the smooth implementation of the Country Engagement Process, by supporting ongoing coordination efforts between the Support Unit, the various partners in the NDC Partnership, and the Palestinian government. This involves working with EQA to refine Palestine's objectives for support over time (as reflected in the Implementation Plan); coordinating the Implementation Plan at country level (including local and subnational collaboration); and serving as an anchor to assist the NDC Partnership in communicating and coordinating services at country level. The In-Country National Facilitator/consultant will also liaise with the NDC Partnership Support Unit for vertical information-sharing, including both contributing to and accessing knowledge products.

### **Approach:**

The following responsibilities are part of the Facilitator/consultant role in Palestine:

#### **Updating NDC Implementation Plan**

While noting that the plan will remain flexible and rolling over time based on national needs, collaborate closely with EQA, government agencies, national stakeholders, and international development partners on finalizing and validating Palestine's NDC Implementation Plan.

Collaborate with the NDC Partnership Support Unit to upload the Plan in the Online Implementation PlanTool as desired by the government and assist the Focal Points with managing and updating the Plan in the online system, ensuring information remains up to date and accessible for key stakeholders.

Develop a summary document of the Implementation Plan following the Partnership's NDC Implementation Plan Narrative Template, for circulation to partners with the validated Plan.

Make use of NDC Partnership Investment Plan to enhance the investment in climate change at the national level.

#### **Facilitation of NDC implementation Plan**

Draft a request for support letter to highlight gaps and needs for implementation based on the NDC implementation action plans, updated NDC, the Implementation Plan and investment plan.

Collaborate with the Support Unit to circulate the Plan to members of the NDC Partnership and consolidate initial partner responses and draw a roadmap for follow up.

Recommend a process for selecting the most appropriate implementing and development partner(s) for each priority project / action and identify roles and responsibilities of each stakeholder. Follow up with each stakeholder at the national/local level to define specific support and next steps in close communication and coordination with EQA.

Collaborate with the Support Unit to document changes in the operating context and provide support to the government and stakeholders in decision-making processes and new development with respect to the enabling environment.

Prepare an Annual Work Plan in collaboration with the government Focal Point and the NDC Partnership Country Engagement Specialist to set yearly objectives, activities, and indicators.

### **Mobilization of resources for implementation:**

Update government needs and priorities for NDC implementation at least annually in the Implementation Plan as needed following the government's guidance, along with a preferred process for coordination of country engagement under the NDC Partnership. Work with the Support Unit to produce an overview of Support Gaps to make available to partners and to use when meeting bilaterally or in partner meetings.

Engage with partners in-country, including at the local/subnational level, to link needs to services and resources in accordance with the Implementation Plan.

Assist the Climate fund expert in coordinating with key donors, partners, and funding mechanisms (including i.e., GCF, GEF, AF, CBIT) on aligning country programs and projects with the needs and gaps identified in the Implementation Plan).

Assist and provide guidance to International and Development Partners to align climate projects and programmatic objectives with the Implementation Plan.

#### Coordination and communication with key stakeholders:

Ensure that communications relevant to NDC Partnership engagement are shared with relevant national, international, and local level stakeholders.

Support the focal point and in-country development partners in organizing periodic coordination and information exchange to leverage and mobilize their strengths in support of the Partnership Plan. Assist in integrating NDC Partnership activities into established mechanisms and provide services to enhance coordination and harmonisation.

Assist and advise international and development partners to align climate projects with programmatic goals.

#### Tracking of Implementation Plan and updating the Investment Plan implementation progress

Develop a results-based approach for tracking progress on the implementation of the Implementation Plan in the online tool, receiving regular updates from partners and ministries, and coordinating updates to the Plan on an ongoing or at minimum quarterly basis (each 3 months). Ensure alignment of the progress tracking tool with other MRV/M&E system related to NDC data (i.e., WB support).

Prepare a brief guidance note and plan for capacity building sessions to ensure relevant government sectors and stakeholders (including implementing partners) can use the Plan in the Online Tool and provide regular updates as desired by the Focal Points.

Prepare quarterly country update reports summarizing key insights and progress updates, challenges, and recommendations for the way forward.

Assess progress outcomes of the NDC Partnership in-country engagement and make recommendations for adjustments.



Organize and support NDC-related meetings as needed:

If requested, facilitate national country specific multi-stakeholder NDC dialogues, which may serve one or more of the following objectives:

Intersectoral multi-stakeholder dialogues to promote whole-of-government and whole-of-society approach in implementing NDCs and their integration in national development policies;

The in-country facilitator/consultant is expected to support government in conducting meetings among development partners and other key stakeholders, to maximize synergies, avoid duplication and mobilize support for identified needs and gaps for successful NDC implementation;

Multi-stakeholder dialogues with the private sector and/or civil society organizations;

Multi-stakeholder dialogues within specific sectors or on a certain topic (i.e., Measurement, Reporting and Verification [MRV], gender equality, etc.).

Support the Government in preparing for NDC-related events such as COPs, regional climate weeks, national events, and other convenings relevant to showcase NDC progress and generate support for implementation of the NDC.

### **Identifying lessons learned and results:**

Assist it in tracking the progress of in-country engagement and provide periodic progress updates to the NDC Partnership Steering Committee, through the Support Unit.

Liaise with the Support Unit to access and/or feed into global knowledge products.

Assist the Support Unit in the identification and dissemination of information on best practices and lessons learned from in-country engagement.

### **Capacity building**

Conduct ongoing capacity development (i.e., technical assistance and formal/informal on-the-job training) of the government in preparation for fully taking on the facilitation role in the future.

Assist EQA (Upon its request) in incorporating the relevant activities into its annual work plan to improve efficiency and effectiveness of the NDC implementation plan.

### **Reporting and Working Arrangements:**

The Consultant will work under the management of the NDC Partnership's Focal Point, represented by the Palestinian Environment Quality Authority (EQA). The Consultant is required to submit a monthly and quarterly progress reports detailing the activities undertaken in accordance with Article 3.5. those reports must be approved by EQA before being shared with the NDC Partnership Support Unit and Enabel, bearing in mind that the approval of those reports by the NDC Partnership is a prerequisite for paying the consultant fees.

The Consultant must also submit a monthly timesheet reflecting actual working hours, which must be approved by EQA prior to submission.

The Consultant's working arrangements shall be agreed upon with EQA. The Consultant may be required to work five days per week at EQA's premises. Any flexibility in the working arrangement must be formally agreed upon with EQA and documented via email.

The Consultant is expected to have weekly meetings or check-ins with the NDC Partnership Country Engagement Specialist to ensure alignment and progress tracking. The Consultant will represent the NDC Partnership in engagements related to this role and will use an NDC Partnership email.



The Consultant's role and responsibilities shall align with the Facilitator Protocol Handbook, provided by the NDC Partnership Support Unit.

### **Timeframe and Duty Station**

This is a full-time position based at the Environment Quality Authority (EQA) in Ramallah, Palestine, for a period of 12 months. The contract may be extended for another year, depending on performance and funding availability.

The consultant is expected to start in April 2025.

<b>DELIVERABLE</b>	<b>TIMEFRAME</b>
Development of an Action plan “ Annual Work Plan -AWP” in coordination with EQA and NDC Partnership	First Month in Service
Quarterly country engagement update reports (progress on the NDC Implementation Plan), using the Online Tool and the report template developed by NDC Partnership Support Unit	End of each quarter (June, September, December 2025, March,2026)
Narrative Document of the Implementation Plan	Q4 2025- Q1 2026
Integration of the Implementation Plan in the Online Tool, including approach and guidance document for stakeholders	Q1 2026
Support to convening of regular partner coordination meetings (possible setup or strengthening of mechanism)	Q2 2025 – Q1 2026
Support to convening of inter-ministerial coordination meetings (possible setup or strengthening of mechanism)	Q3 2025 – Q4 2025
Summary of NDC results and success stories for COP and other key regional/international events	October of each year (ahead of COP)
Report on Support Gaps and implementation challenges using the Partnership template	October of each year (ahead of COP)
Conduct and Organization of NDC-related capacity building trainings for government officials	As requested by the government (expected 1-2 per year)
Updates on 1) partner resource mobilization and alignment and 2) internal government NDC capacity building progress	As part of quarterly reports
Summary of agreements reached with key national, local, regional, and international stakeholders, whenever relevant	As part of quarterly reports
Monthly Report and timesheet approved by EQA Focal Point along with a confirmation email from NDC CES to proceed with the payment	Monthly Basis

**Expected outputs and timing:****Deliverables:**

The table below provides information on the specific deliverables and expected timing:. Once assigned, the consultant will work with EQA to develop an Action Plan “ Annual Work Plan” , which will serve as the basis for monthly progress assessments. The Country Engagement Specialist (CES) overseeing the country will review and provide input, offering insights and suggestions to strengthen the plan in addition to the Monthly evaluation

**Payment per Month:**

Payments will be made monthly upon submission of the Monthly reports and timesheet; those reports must be approved by EQA before being shared with the NDC Partnership Support Unit and Enabel, bearing in mind that the approval of those reports by the NDC Partnership is a prerequisite for paying the consultant fees.

If the consultant fails to submit a VAT invoice along with a valid deduction at source certificate, a 10% income tax will be deducted from the payment in accordance with the Income Tax law. In such cases, the consultant must also submit a payment request to process the payment.

**Profile of the consultant:**

- Master’s degree in public policy, Climate change, Economy, Sustainable development, international development or relevant field.
- At least Five years of experience in planning, climate and sustainable development, or relevant field.
- Demonstrable experience working in climate change / climate finance tasks, including, but not limited to, mitigation and adaptation action, government policy and legal frameworks, MRV.
- Demonstrable experience developing Monitoring and Evaluation systems, and results-based management is preferred.
- Demonstrated skills in managing and aligning diverse groups of stakeholders, including development agencies, non-state actors / civil society, financial institutions, private sector, and other relevant groups.
- Excellent writing, editing, digital, and oral communication skills.
- Fluency in English speaking and writing.
- Demonstratable experience in working in teams and under pressure.
- Must possess maturity and professional ability to handle sensitive information to respect confidentiality during and even after the contract period; and
- Experience and relevant skills in the use of the Office suite (MS Word, Excel, PowerPoint, etc.), virtual communication tools (e.g. Microsoft Teams, Zoom, Skype) and other tools and packages for project management purposes.
- Work experience with an international organization or national government agency will be an advantage;

## 6 Forms

### 6.1 Identification forms

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

## 6.2 Subcontractors

Name and legal form	Address / Registered office	Object

### 6.3 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:

LumSum for one month/ rate price offer (without V.A.T)	
€	

EUR ...

VAT percentage: .....%.

- Total Contract Amount for 12 Months – The proposal must specify the total contract value for the full 12-month period, considering that Enabel will process payments monthly. Any contradiction between technical and financial items will be considered a weakness of the proposal.
- The consultant should be able to issue an official VAT exemption invoice in addition to valid deduction at source certificate; otherwise, Enabel will deduct a percentage from the final payment according to Palestinian Taxation department & laws.

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):

## 6.4 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/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

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

For Belgium:

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

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

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

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

b. Enabel already has said documents.

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

Date

Location

Signature



## 6.5 Integrity statement for the tenderers

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anti-corruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

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

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.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

## 6.6 Overview of the documents to be submitted – to be completed exhaustively

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

	Document	
Tender document	<p>One original copy of the completed tender document (the present document) filled electronically (not by hand), then printed completely, signed, and stamped.</p> <p>The following forms need to be completed:</p> <ol style="list-style-type: none"> <li>1. Form 6.1: Identification</li> <li>2. Form 6.2: Subcontractors</li> <li>3. Form 6.3: list of similar assignments</li> <li>4. Form 6.4: Prices</li> <li>5. Form 6.5: Declaration on honour – exclusion grounds</li> <li>6. Form 6.6: Integrity statement</li> </ol>	
	Declaration from a competent authority of not being in a situation of bankruptcy or insolvency	
	CVs of proposed staff	
	Proposed Methodology and timeline	
	Incorporation certificate from the competent authority	
	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.	
	Valid deduction at source certificate	
	Active bank account for the last 2 years	
	Non sentence certificate	