



TENDER SPECIFICATIONS

Public service contract for “**Consultancy service to develop a Green Climate Fund (GCF) Readiness proposal.**”

Reference №: **PSE22004-10117**

Country: **Palestine**

Negotiated Procedure without Prior
Publication

Deadline for requesting clarifications: Until the **seventh day** before the deadline for submission of tenders

Deadline for submission of tenders: **06 April 2026 at 03:00 pm (Jerusalem (GMT+2))**

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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Palestine, is represented by :

Name	Position
Heidi De Pauw	Country Director of Palestine and Jordan

- 1.4. **Attention : even if Enabel as contracting authority is based in Belgium, Enabel has different “permanent establishments” in partner countries, who are 'customer' in the sense of tax legislation.¹ As a result, services of this contract are deemed to be located in Palestine and applicable tax legislation is legislation of Palestine. For more information on this tax regime, you can contact AL SALQAN, Karmel, Contract Support Manager (clause 2 of chapter Part (3) Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
 - (a) The Law of 17 June 2016 on public procurement;
 - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
 - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
 - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
 - (e) Circulars of the Prime Minister with regards to public procurement;
 - (f) Enabels policy regarding sexual exploitation and abuse – June 2019;
 - (g) Enabels policy regarding fraud and corruption risk management – June 2019.
- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

¹ Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

3. APPLICABLE LAW AND COMPETENT COURTS

3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a service contract for provision of: The contract concerns the provision of consultancy services to support Enabel in the development of a Green Climate Fund (GCF) Readiness proposal aimed at enhancing energy resilience in Palestine through renewable energy and energy efficiency measures, in close coordination with the Palestine Energy and Natural Resources Authority and relevant stakeholders.

2. LOTS

- 2.1. This public contract is not divided into lots.

3. ITEMS

- 3.1. This public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and lasts **upon the final acceptance**.
- 4.2. This public contract **MAY NOT** be renewed.

5. VARIANTS

- 5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender, no variants will be accepted.

6. OPTIONS

- 6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

7. QUANTITIES

- 7.1. Quantities are fixed as indicated in the price form.
- 7.2. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.
- 7.3. The presumed quantities indicated in the price form (clause 3 of chapter 8 Forms) are given for information purposes only. The contracting authority does not commit in any way as to quantities that will actually be ordered under this public contract.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. FURTHER INFORMATION

2.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Jana Aljuneidi

Procurement officer

Jana.aljuneidi@enabel.be

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

2.2. Requesting clarifications

Prospective tenderers have Until 30/03/2026 (inclusive), i.e. seven days before the submission deadline, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 2.1 (Jana.aljuneidi@enabel.be), and will be answered in the order received.

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

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

3. VALIDITY PERIOD OF TENDERS

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

4. DATA TO BE INCLUDED IN THE TENDER

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

4.2. The tender and all annexes to the tender form must be drawn up in :

(a) English.

- 4.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 4.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 4.5. The tenderer must use the tender forms provided in the annex :
 - (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Tender form - Prices (clause 3 of chapter 8 Forms)
 - (c) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms).Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.
- 4.6. The tenderer also attaches the following to his tender:
 - (a) All documents demanded for the application of qualitative selection (clause 12 and chapter PART (6) Selection file) and award criteria (clause 14);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 4.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
 - (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 4.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 4.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 12 and PART (6) Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

5. TENDER CURRENCY

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

6. DETERMINATION OF PRICES

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

7. ELEMENTS INCLUDED IN THE PRICE

- 7.1. The tenderer shall include in his unit and global prices any charges and taxes generally applied to services according to the applicable tax legislation of Palestine, with the exception of value-added tax (VAT). The VAT percentage shall be quoted separately, if applicable.

As mentioned in clause 1 of chapter 1 – General Remarks, the local tax regime is applicable. For the provision of services in Palestine, tenderers who are not tax residents of Palestine are informed that a withholding tax on the profits of non-residents may apply in accordance with the applicable legislation (**25% in Israel or 10% in the West Bank and Gaza**).

For international service providers (i.e., not resident for tax purposes in Palestine), the local taxation system applies, including a deduction of **10% withholding tax from the total awarded amount excluding VAT**. This amount will be withheld at source at the time of payment of the invoice.

International service providers should note that they are exempt from charging VAT in their country of origin for services provided in Palestine. The service provider must indicate on the invoice the relevant legal article supporting the VAT exemption.

Tenderers are responsible for obtaining information on all tax provisions applicable to them, including any bilateral or regional agreements on the avoidance of double taxation that may apply to their situation.

- 7.2. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
- (a) Administrative management and secretariat services;
 - (b) Travel, transportation, and insurance;
 - (c) Documentation related to the services;
 - (d) Delivery of documents or records associated with the performance of the contract;
 - (e) Training required for operation;
 - (f) Where applicable, the measures imposed by occupational safety and worker health legislation.
 - (g) Acceptance costs.
- 7.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

8. SUBMISSION OF TENDERS

- 8.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 8.2. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.
- 8.3. Consequently, the submission of tenders on paper is prohibited, and the contracting authority will only consider tenders submitted electronically.
- 8.4. For this public contract, tenders will be submitted electronically via procurement.pse@enabel.be
- 8.5. **Tenders must be submitted no later than 06 April 2026 at 03:00 pm (Jerusalem (GMT+2)).**
- 8.6. The format of the documents should be .pdf or equivalent.

- 8.7. If the size of the tender exceeds the email limits, the tenderer may submit the tender in several emails clearly indicating the procurement reference number in the subject line.

9. TENDER SIGNATURE

- 9.1. The tender and all its annexes must be duly completed, signed and stamped by the person(s) duly authorised to commit the tenderer.
- 9.2. The signature must be placed by the person(s) legally authorised to represent the tenderer. Proof of authorisation may be requested by the contracting authority where necessary.
- 9.3. Where the tender is submitted by a group of economic operators, each member of the group must sign the tender and its annexes and they shall be jointly liable for the execution of the contract.
- 9.4. Where the tender is signed by a mandatary, the mandatary must clearly indicate whom he or she represents and must attach a valid power of attorney or authorisation document.

10. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 10.1. Tenders must be in the possession of the contracting authority before 06 **April 2026** at **03:00 pm** (Jerusalem (GMT+2)).
- 10.2. Tenders are opened behind closed doors

SECTION (D) - SELECTION, AWARDING & CONCLUSION

11. EXCLUSION GROUNDS

- 11.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications.
- 11.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 11.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 12 and PART (6) Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 11.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.

- 11.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 11.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 11.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 11.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18/04/2017)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority —whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority —subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

12. QUALITATIVE SELECTION

- 12.1. By means of the documents requested in the 'Selection file' (chapter PART (6) Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 12.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 14 subject to the regularity of these tenders.
- 12.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
 - (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 12.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

13. OVERVIEW OF THE PROCEDURE

- 13.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity. Irregular tenders will be rejected.
- 13.2. The contracting authority reserves the right to have the irregularities in a tender regularised during the negotiations.

- 13.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 14). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 13.4. 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 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.
- 13.5. 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 BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 14) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

14. AWARD CRITERIA

- 14.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Methodology	30	methodology, work plan, and understanding of the assignment.
Experience of expert	25	the consultant's professional experience in climate finance, GCF procedures, and proposal development. based on the information provided in the CV
Understanding of assignment	15	the understanding of the Palestinian energy sector and the objectives of the assignment.
Price	30	Score calculated based on the lowest priced compliant tender. Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$

- 14.2. The scores for the award criteria will added up. This public contract will be awarded to the tenderer that submitted the tender 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.

15. AWARDED THE PUBLIC CONTRACT

- 15.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 15.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose

either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

16. CONCLUDING THE PUBLIC CONTRACT

- 16.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the succesful tenderer of the approval of their tender.
- 16.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 16.3. The full public contract consists of the following documents:
 - (a) These tender specifications and their annexes;
 - (b) The approved BAFO and all of its annexes;
 - (c) The registered letter notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
- 16.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), 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 "GIR" apply in full.

These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

1. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

2. MANAGING OFFICIAL (ART. 11)

- 2.1. The managing official for this public contract is **ABU JAMOUS, Sireen, Project Manager**, email: sireen.abujamous@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 2.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 2.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 2.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.
- 2.5. 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 these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

3. CONFIDENTIALITY (ART. 18)

- 3.1. who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

- 3.2. who, in the performance of the contract, has knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

4. PROTECTION OF PERSONAL DATA

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 the 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.

4.2. Processing of personal data by the service provider

Where during contract performance, the service provider processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply :

For any processing of personal data carried out in connection with this public contract, the service provider 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.

Given the public contract, it is to be considered that the contracting authority and the service provider will each be responsible, individually, for the processing.

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 5.1. The contracting authority **acquires** the intellectual property rights created, developed, or used during performance of the public contract.
- 5.2. Unless otherwise specified in the procurement documents and without prejudice to clause 5.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 5.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. CONFORMITY OF PERFORMANCE (ART. 34)

The services must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

8. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)

8.1. Scope

The clause may be applied in case the service provider is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the "GIR") or after taking an ex officio measure (art. 47 of the "GIR").

8.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the service provider already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new service provider.

8.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial service provider), the contracting authority shall address itself :

- (a) either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;

- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new service provider. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial service provider, and compared to the original tender of the new service provider. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new service provider), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial service provider by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR". If, following the application of an ex officio measure (art. 47 the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

9. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

10. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

- 10.1. The contracting authority may suspend the contract's performance for a specified period if it deems the work cannot be carried out without significant inconvenience.
- 10.2. The performance period will be extended by the suspension duration, provided the original period has not expired. If it has expired, a refund of the fine for delay in performance may be allowed.
- 10.3. During the suspension, the service provider must take precautions, at their own expense, to protect completed services and materials from damage (e.g., from weather, theft, or other malicious acts).
- 10.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
 - (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
 - (b) The suspension is not due to weather conditions;
 - (c) The suspension occurs during the contract's performance period.

11. UNFORESEEABLE CIRCUMSTANCES

- 11.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 11.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 11. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

12. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

- 12.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 12.2. Such price revision is only possible if both the following conditions apply:
- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 12.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.
- In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

13. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

- 13.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.
- 13.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (E) - CONTROL AND MONITORING OF THE PUBLIC CONTRACT

SECTION (F) - PERFORMANCE MODALITIES

14. ORDER FORMS (ART. 146)

- 14.1. Performance of the public contract depends on the notification of one or more orders.
- 14.2. The presumed quantities mentioned in the price form can only be performed after an order form to that effect has been transmitted by the managing official via e-mail.

15. DEADLINES AND TERMS (ART. 147)

15.1. The service provider must complete the services within **6 (six) months**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

16. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address:
The domicile or country of residence of the service provider.

17. INSPECTION OF THE SERVICES (ART. 150)

17.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.

17.2. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

18. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)

18.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.

18.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfill its obligations.

SECTION (G) - MEANS OF ACTION

19. FAILURE OF PERFORMANCE (ART. 44)

19.1. The service provider shall be considered in breach of this public contract under the following circumstances:

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;;
- (c) When the service provider fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the service provider either by registered post or e-mail (with proof of the exact dispatch date).

19.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), 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.

- 19.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the “GIR”.

20. FINES FOR DELAY (ART. 46 AND 154)

- 20.1. Fines for delay differ from penalties referred to in Article 45 of the “GIR”. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.
- 20.2. Fines for delay are calculated, according to Article 154 of the “GIR”, at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.
- 20.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.
- 20.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract

21. MEASURES AS OF RIGHT

- 21.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 21.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.
- 21.2. The measures as of right are:
- (a) Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;
 - (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
 - (c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

SECTION (H) - END OF THE PUBLIC CONTRACT

22. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)

- 22.1. The managing official will closely follow up the services during their performance. The services will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.

- 22.2. Final acceptance will occur upon service delivery completion, marking full contract completion.
- 22.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the "GIR" (clause 23).
- 22.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.
- 22.5. The acceptance process is final and concludes the services under the contract.

23. INVOICING AND PAYMENT (ART. 66-72 AND 160)

- 23.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.
- 23.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 23.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Enabel – Belgian Development Agency Palestine Office Ramallah.**
- 23.4. The payments will be made in instalments based on the acceptance of the deliverables, as follows:
- **The first instalment will be paid after the delivery and approval of Deliverable 1 (Inception report).**
 - **The second instalment will be paid upon acceptance of Deliverables 2 and 3.**
 - **The final instalment will be paid upon acceptance of Deliverables 4 and 5.**
- Payments will be executed upon submission of the corresponding invoice and after formal approval by the contracting authority.**

The total contract amount shall be calculated based on the daily rate and the number of working days allocated to each deliverable, with a maximum of 33 working days.

24. ADVANCE PAYMENTS

- 24.1. No advance payment will be granted under this contract.

5 TECHNICAL PROVISIONS

1. 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:

1. 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.
2. 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.

2. Assignment

2.1. Background of the assignment

The Palestinian Energy and Natural Resources Authority (PENRA) is a government institution with ministerial status. It is responsible for setting policies and general guidelines related to the development of the energy sector and the utilization of renewable energy sources. Its main mission is to formulate policies for the development of both traditional and renewable energy sectors. The authority is also responsible for granting licenses related to energy affairs, signing necessary agreements for energy projects, and coordinating with neighbouring countries. These tasks are essential for improving the performance of the energy sector and ensuring the provision of high efficiency services to subscribers. In addition, the authority works on implementing the national energy strategy, which aims to achieve energy independence. The authority is also responsible for managing grants and funding sources received for the sector, ensuring the execution of energy projects, and realizing its vision in the energy field.

The Palestinian demand for electrical energy is growing by 5-7% annually, challenges remain in the ability to meet the demand for the local market, causing a shortage of the necessary capacity in the Palestinian governorates. The imported electrical energy is estimated at about 87%, mostly from the Israeli Electricity Corporation (IEC). The percentage of renewable energy generated in Palestine and distributed across local grids is about 4-5%. Around 70% of electrical energy in West Bank is distributed through 5 Electricity Distributing Companies (DISCO's), while around 30% is distributed through around 196 local Authorities. One utility is working in Gaza strip for electrical energy distribution.

Currently, Palestine relies on multiple sources for electricity generation, including imports from Israel and Jordan, and local renewable energy. Consumption figures in Palestine are influenced by population growth, service and industrial needs, and domestic usage. However, electricity demand often exceeds supply, resulting in a significant electricity shortage and the need for scheduled rolling blackouts, especially in the Gaza Strip. Efforts have been made to improve the situation, including investments in infrastructure, the development of new power plants, and initiatives to promote Energy Efficiency (EE) and Renewable Energy (RE).

EE and RE are considered one of the most important strategic solutions for the Palestinian electricity sector, whether by improving the quality of service or by reducing the shortage that many Palestinian governorates suffer from. Unfortunately, the financial resources and technical capacity to develop EE and RE concepts are limited.

Based on the growing demand for electrical energy in Palestine and the challenges faced in meeting this demand, particularly in relation to energy shortages and reliance on imports, PENRA, with the support of the Green West Bank project, seeks to contract a consultant to develop high-quality concept notes and proposals

that align with the Green Climate Fund (GCF) investment criteria. This concept notes/proposals will serve as a foundational document for future funding proposals aimed at scaling up energy efficiency (EE) and renewable energy (RE) initiatives across Palestine, addressing both the urgent energy needs and financial constraints in the sector.

2.2. Objectives of the assignment

PENRA is seeking to apply for the GCF Fund. The objective of this endeavour is to support the Palestine Energy and Natural Resources Authority in enhancing energy resilience in Palestine through the development of renewable energy resources and energy efficiency measures. The objective of this assignment is to support PENRA in identifying and selecting the most suitable concept note(s) that can be considered for Green Climate Fund (GCF), ensuring alignment with GCF investment priorities and strategic objectives.

The consultant shall support PENRA in identifying, selecting and drafting the most suitable project idea(s) that can be considered for Green Climate Fund (GCF), ensuring alignment with GCF investment priorities and strategic objectives. While PENRA has previously developed concept notes, they are now considered outdated and will not be used as a foundation for submission. However, they may still provide useful background context.

The main objective of this TOR is to prepare a comprehensive concept note or proposal that aligns with the Green Climate Fund (GCF) requirements. This includes compiling all necessary documentation and supporting studies. The consultant will assist submitting the finalized concept note/proposal to the GCF and provide support in addressing any queries or requests for revisions from the GCF. Additionally.

Optional activity: Train PENRA's staff on the procedures followed for preparing such type of proposal, conducting accompanying studies, using related templates and following the necessary steps for submitting the proposal to the Green Climate Fund.

2.3. Approach

The assignment should cover the following topics:

2.3.1. Identification and Scoping:

- Conduct a rapid assessment of existing national strategies, policies, and priority interventions in the energy sector relevant to grid enhancement, energy efficiency (EE), and renewable energy (RE)
- Review previous concept notes developed by PENRA (now considered outdated) for background context.
- Identify and propose a range of relevant project ideas and thematic components that could form part of a larger integrated project.

2.3.2. Validation and prioritization:

- Facilitate discussions with PENRA and key stakeholders to validate, refine, and prioritize project ideas.
- Support PENRA in selecting the most suitable project theme to be developed into a single, cohesive concept note/proposal.
- Support PENRA in selecting the most suitable approach, cohesive concept note or proposal for GCF.

2.3.3. Drafting of Concept Note/Proposal

- Develop a concise and comprehensive concept note/proposal aligned with the latest GCF investment framework and approved templates.
- Ensure the concept note/proposal clearly articulates:
 - The project's climate change mitigation potential, including quantified GHG emissions reductions.
 - Alignment with national priorities and GCF result areas.
 - Gender considerations and environmental and social co-benefits.
 - Financial structuring, cost estimates, and co-financing opportunities.
 - Financial and technical feasibility studies.
 - Identifying project risks and proposed mitigation strategies.
 - Potential for scalability and replicability.
 - All other requirements as specified by the GCF.

2.3.4. Submission and Revision Support

- Coordinate closely with Enabel throughout the submission process.
- Incorporate comments and revisions received from the GCF Secretariat via the AE, and support all necessary adjustments for the first round of questions and comments from GCF (optional: or until final acceptance).

Optional: Provide technical support and capacity building to PENRA staff during the process, including guidance on:

- Concept note/proposal preparation,
- Required documentation and annexes,
- Submission procedures,
- Responding to GCF feedback and revisions.

2.4. Expected outputs and timing:

Enabel expects a total of 33 working days within 6 months after the awarding (expected between April 2026 to September 2026) to undertake the assignment. The table below provides information on the specific deliverables and estimated level of effort

#	Deliverable	Description	Working Days
D1	An inception Report	A detailed work plan outlining the methodology, timeline, and mapping of potential project ideas and thematic areas, and selecting methodology between concept notes or proposals based on a review of national priorities and existing documentation.[1]	5
D2	Validation Summary Report	Documentation of stakeholder consultations, prioritization outcomes, selected project idea	6
D3	Draft Concept Note/proposal	A comprehensive draft concept note/proposal addressing GCF investment criteria, including climate rationale, mitigation impacts, financial structure, gender and social considerations, and co-financing strategy	10
D4	Final Concept Note/proposal ready to submit to GCF	Revised and finalized concept note/proposal incorporating feedback from PENRA, and Enabel.	6
D5	Revised concept note draft incorporating the necessary adjustments based on the first round of questions and comments from GCF	lead the process of submitting the proposal to GCF, coordinating with PENRA and Enabel. This includes reviewing and modifying the draft after receiving the first round of questions and	6

		comments from GCF, ensuring all necessary adjustments and clarifications are made before final submission	
	Total		33

2.5. Profile of the consultant/Consultancy Firm:

The assignment may be carried out by an individual consultant or a consultancy firm.

The consultant / key expert should possess:

- Advanced degree in energy, environmental studies, economics, climate policy, or related field.
- At least 7 years of experience in climate finance, project development, or energy sector planning.
- Proven track record of successful concept note/proposal development for GCF.
- In-depth knowledge of GCF investment criteria, logical frameworks, and funding modalities.
- Familiarity with EE and RE technologies and practices, particularly in developing/emerging economies.
- Familiarity with medium voltage grid analysis and enhancing grid capacity.

3. Application Requirements

Interested consultants should submit the following:

- Consultancy firm/Consultant CV profile highlights relevant experience in climate finance, renewable energy, energy efficiency, and project development with particular emphasis on any prior work related to the Green Climate Fund (GCF), which will be considered a strong advantage.
- At least two samples of a previously developed concept notes/proposals (preferably GCF-related) illustrate experience with international climate finance mechanisms and alignment with GCF standards.
- Applicants should possess strong technical experience and technical resources relevant to the project requirements

6 SELECTION FILE

TECHNICAL AND PROFESSIONAL APTITUDE

1. STAFF QUALIFICATIONS AND EXPERIENCE

- 1.1. The tenderer shall ensure the availability of qualified staff capable of performing the contract effectively. The tenderer must include in their submission an overview of the staff to be assigned to the contract, detailing their qualifications, degrees, and relevant professional experience.
- 1.2. Specifically, the tenderer must demonstrate having access to, or the capability to deploy, the following:

N°	Minimum Requirement
1	<p>The tenderer must demonstrate the availability of qualified expert(s) meeting the following minimum requirements:</p> <ul style="list-style-type: none">• At least a master's degree in environmental studies, economics, public administration, climate or energy policy, environmental policy or a related field.• Minimum of seven (7) years of professional experience in climate policy development, climate finance, or development of strategic climate interventions.• Proven experience in the preparation or development of climate finance proposals, preferably related to the Green Climate Fund (GCF).• Familiarity with the Palestinian energy sector and relevant stakeholders is considered an asset.

7 OVERVIEWS OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
- (b) Tender form - Prices (clause 3 of chapter 8 Forms)
- (c) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);
- (d) All documents demanded in chapter PART (6) Selection file (see clause 12 of chapter Part (3) Award Procedure);
- (e) All documents demanded in clause 14 of chapter Part (3) Award Procedure (award criteria);
- (f) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 12 of chapter Part (3) Award Procedure and PART (6) Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
- (g) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (h) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- (i) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

8 FORMS

1. IDENTIFICATION FORM

I (We),

Applicable? YES / NO

A. Natural person	
Name and first name:	
Function or profession:	
Nationality:	
Residence (full address):	
Enterprise n°:	
Social security n°:	

Applicable? YES / NO

B. Corporation or company	
Name and legal form:	
Nationality:	
Registered office (full address):	
Enterprise n°:	
Social security n°:	

Applicable? YES / NO

C. Group of economic operators. Tenderer forming a group of economic operators, consisting off the following participants:	
<i>For each company, state the same information below as set out under A or B, above. Fill in a separate row for each member, preceded by member 1, 2, etc.</i>	
Hereby form a group of economic operators for this contract under the name:	
That is represented by the following participant in the group of economic operators (corporation):	
<i>For each participant in the group, a declaration on honour – exclusion grounds and, if applicable, an ESPD must be submitted.</i>	

D. Contact person of the tenderer	
Single contact person of the tenderer for electronic communication from the contracting authority:	
First name and surname:	
Function:	
E-mail address	
Telephone:	

Confirm that, if awarded the contract(s), payments shall be made by transfer(s) to the following account:

Account No:	
IBAN:	
Bank identification code (BIC):	
Located at:	
In the name of:	

By submitting this tender, I (We) :

- Undertake to comply with all clauses contained in these Tender Specifications. The content of the tender becomes an integral part of the public contract, along with any details provided in response to requests for clarification.
- Acknowledge that all necessary information has been obtained and the tender has been prepared with full knowledge of the facts, with no ambiguities or uncertainties, and is fully aware of the scope and specific requirements for the execution of the public contract.
- Confirm clearly designating in the submitted tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.
- Declare having made all relevant comments and asked all necessary questions for the preparation and submission of the tender, as well as for the performance of the public contract.
- Acknowledges having received all the information needed to prepare the tender.
- Declares accepting all the terms of the procurement documents, even if they differ from the tenderer's own invoicing or sales conditions. Any alternative invoicing or sales conditions proposed by the tenderer will not apply.
- Declares that the subcontractors that I will employ will be those designated in the attached forms and for whom I will have transmitted the documents required as part of the qualitative selection (if applicable).
- Declare, should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

2. SUBCONTRACTORS

Name and legal form	Address / Registered office	Object

3. TENDER FORM - PRICES

By submitting this tender, the tenderer commits to performing this public contract in conformity with the terms of reference and performance conditions of this public contract and explicitly declares accepting all conditions listed in the request for a price quote and renounces any derogatory provisions such as his own general sales conditions.

PRICES²				
Description	Unit	Quantity	Unit price in euros	Total price in euros exclusive of VAT
DL1 – Inception report, work plan, methodology and mapping of potential project ideas	Day	5		
DL2 – Stakeholder consultations and validation report	Day	6		
DL3 – Preparation of the draft GCF concept note/proposal	Day	12		
DL4 – Finalisation and revision of the proposal after PENRA/Enabel and GCF feedback	Day	10		
Total amount				
Total amount in words:				
<p>.....</p> <p>* In case the contract is extended, the unit prices mentioned apply. See also contractual dispositions. All prices in the tender are given in Euro. Prices given are exclusive of VAT. In case of companies: prices given are exclusive of VAT. In case of individual: to ensure payment of taxes the consultant will bring a certificate for deduction from source, failing to do so, a percentage (according to the applicable Palestinian law) from the total payment will be deducted and paid directly to tax authorities by Enabel. Individual Consultants registered in Israel, 30% will be deducted at payment unless they provide a deduction at source certificate. For international service providers (i.e., not resident for tax purposes in Palestine), the local taxation system applies, including a deduction of 10% withholding tax from the total awarded amount excluding VAT. This amount will be withheld at source at the time of payment of the invoice.</p>				

Certified true and sincere,

Done at, on

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

- The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**
 - a. Participation in a criminal organization;
 - b. Corruption;
 - c. Fraud;
 - d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
 - e. Money laundering or terrorism financing;
 - f. Child labor and other forms of trafficking in human beings;
 - g. Employment of third-country nationals in illegal residence;
 - h. Creation of offshore companies.

- The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**

- The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**

- The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**
 - a. Breach of Enabel's policy on sexual exploitation and abuse;
 - b. Breach of Enabel's policy on fraud and corruption risk management;
 - c. Violation of local legislation concerning sexual harassment at work;
 - d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
 - e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

- The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

or

- The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

→ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

- The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**
- The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**
- The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium .**

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

Done at:		Date:	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			

5. INTEGRITY STATEMENT OF THE TENDERERS

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

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

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

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

§3 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.

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

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

6. DOCUMENTS TO BE SUBMITTED- EXHAUSTIVE LIST

The tender must include the following documents:

	Document	
Tender document	One original copy of the completed tender document (the present document) filled electronically (not by hand), then printed completely, signed, and stamped. The following forms need to be completed: <ol style="list-style-type: none"> 1. Form: Identification 2. Form: Subcontractors 3. Form: Prices 4. Form: Declaration on honour – exclusion grounds 5. Form: Integrity statement 	
Financial offer	(price form) duly filled and signed	
Technical offer:	<ul style="list-style-type: none"> ✓ Technical proposal describing the methodology, approach, and work plan ✓ CV(s) of the consultant / key expert(s) demonstrating compliance with the required profile ✓ References of at least two similar assignments related to GCF or climate finance fill in the Subcontractors form 	
	Valid deduction at source certificate (if applicable)	
	Bank account details for payment purposes	
	Registration certificate (if applicable)	

Incomplete tenders or tenders not including the required documents may be rejected.