



## TENDER SPECIFICATIONS

Public service contract for “**Framework Contract for Video’s Production, Animation, and Photography Services**”

Reference No: **2275PSE-10116**

Country: **Palestine**

Negotiated Procedure without Prior  
Publication

*Deadline for requesting clarifications:*      Until the **09 June 2026** before the deadline for submission of tenders

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*Deadline for submission of tenders:*      **16 June 2026 at 16:00 PM (Jerusalem Time) (CET)**

# Table Of Contents

1	General Remarks.....	5
1.	The contracting authority .....	5
2.	Rules governing the public contract .....	5
3.	Applicable law and competent courts .....	6
2	Subject-Matter and Scope of The Public Contract .....	7
1.	Type of contract .....	7
2.	Lots .....	7
3.	Items .....	7
4.	Duration of the public contract.....	8
5.	Variants.....	8
6.	Options .....	8
7.	Quantities.....	8
3	Award Procedure .....	9
	Section (A) - General procedure instructions .....	9
1.	Award procedure .....	9
2.	Publication .....	9
3.	Further information .....	9
	Section (B) - Instructions for preparation of tenders.....	10
4.	Validity period of tenders .....	10
5.	Data to be included in the tender.....	10
6.	Tender currency.....	11
7.	Determination of prices.....	11
8.	Elements included in the price.....	11
	Section (C) - Submission of tenders.....	12
9.	Submission of tenders .....	12
10.	Tender signature .....	12
11.	Deadline for submission and opening of tenders.....	13
	Section (D) - Selection, Awarding & Conclusion .....	13
12.	Exclusion grounds .....	13
13.	Qualitative selection .....	14
14.	Overview of the procedure .....	14
15.	Award criteria .....	14
16.	Awarding the public contract .....	15
17.	Concluding the contract.....	15
4	Special Contractual Provisions .....	16
	Section (A) - General .....	16
1.	Use of electronic means (art. 10) .....	16
2.	Managing official (Art. 11).....	16
3.	Confidentiality (art. 18).....	17

4.	Protection of Personal Data.....	17
5.	Intellectual property (Art. 19 to 23) .....	18
	Section (B) - Financial guarantees .....	18
6.	Performance Bond (Art. 25 to 33).....	18
	Section (C) - the public contract documents.....	19
7.	Conformity of performance (Art. 34).....	19
	Section (D) - Changes to the public contract.....	19
8.	Replacement of the service provider (Art. 38/3, °1) .....	19
9.	Revision of prices (Art. 38/7) .....	21
10.	Indemnities for suspensions ordered by the contracting authority during contract performance (Art. 38/12) .....	21
11.	Unforeseeable circumstances .....	21
12.	Taxation having an effect on the value of the public contract (Art. 38/8).....	21
13.	Terms of introduction (Art. 38/14 to 38/17) .....	22
	Section (E) - Control and Monitoring of the public contract.....	22
14.	Preliminary (technical) inspection (Art. 42) .....	22
	Section (F) - Performance modalities .....	22
15.	Order forms (Art. 115) .....	22
16.	Deadlines and terms (Art. 116) .....	23
17.	Place of performance (Art. 149).....	23
18.	Inspection of the services (Art. 150).....	23
19.	Liability of the service provider (Art. 152-153) .....	24
	Section (G) - Means of action .....	24
20.	Failure of performance (Art. 44) .....	24
21.	Fines for delay (Art. 46 and 154).....	24
22.	Measures as of Right (Art. 47 and 155) .....	25
	Section (H) - End of the public contract.....	25
23.	Acceptance of the services performed (Art. 64 and 156).....	25
24.	Invoicing and payment (Art. 66-72 and 160).....	25
25.	Advance payments.....	26
5	Terms of reference .....	27
1.	Context and description of the need.....	27
2.	General Objective .....	27
3.	Requirements .....	27
6	Selection file .....	29
	Aptitude to exercise the professional activity .....	29
1.	Official Registration.....	29
	Technical and professional aptitude.....	29
2.	References for similar executed projects .....	29
3.	Subcontracting.....	29
7	Overview of the documents to be submitted .....	30

8 Forms ..... 31

- 1. Identification form ..... 31
- 2. List of subcontractors..... 35
- 3. Tender form - Prices - lot 1 ..... 36
- 4. Tender form - Prices - lot 2 ..... 43
- 5. List the references/similar experience ..... 46
- 6. Declaration on honour - Exclusion grounds ..... 47
- 7. Integrity Statement of the tenderers ..... 49

# 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.<sup>1</sup> 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 Bayan Khatib, Procurement Officer (clause 3 of chapter 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>;

<sup>1</sup> 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 awarded as a framework agreement with several economic operators (maximum number of operators: 2) in accordance with Article 43 of the Law of 17 June 2016.
- 1.2. The framework agreement defines all conditions governing the supplies and services concerned or the objective conditions that allow determining which economic operator party to the framework agreement is tasked with execution. The framework agreement is executed without renewed competition, in accordance with the terms and conditions of the framework agreement.

### 2. LOTS

- 2.1. This public contract comprises **2 (two)** lots, each of which is indivisible.
- 2.2. The tenderer may submit a tender for **all lots**.
- 2.3. A tender for part of a lot is inadmissible.
- 2.4. The lots are:

Lot N°	Lot title	Lot description
1	VIDEOGRAPHY AND EDITING SERVICE	This service includes the following: <ul style="list-style-type: none"><li>• Video Producer</li><li>• Script writer</li><li>• Videographer</li><li>• Drone videographer</li><li>• Sound Technician</li><li>• Video Editor</li><li>• Animation Specialist</li></ul>
2	PHOTOGRAPHY SERVICES	This service includes the following: <ul style="list-style-type: none"><li>• Photographer</li><li>• Story writer (script writer for story purposes)</li><li>• Photo editor.</li></ul>

- 1.1. All lots may involve assignments across various locations in the West Bank and Jerusalem; therefore, bidders must possess the necessary permits to operate and implement the required supplies and services in these areas.
- 2.5. The tenderer **MAY NOT** offer discounts or better conditions in their tender if these lots are awarded to them.

### 3. ITEMS

- 3.1. Each lot of 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 lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

#### **4. DURATION OF THE PUBLIC CONTRACT**

- 4.1. This public contract starts **upon award notification** and lasts for **3 (three) years**.
- 4.2. This public contract **MAY NOT** be renewed.
- 4.3. Without prejudice to measures as of right, the contract may be terminated each year by the contracting authority, giving notice by registered letter to be sent 90 calendar days before the anniversary date of the contract.
- 4.4. Termination of the contract under the above conditions does not give rise to any right to compensation.

#### **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. This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are flat fee prices. The price to be paid will be obtained by applying the unit prices quoted in the inventory to the quantities actually performed.
- 7.2. Quantities will be determined in Purchase Orders. The presumed quantities are given for information purposes.
- 7.3. Therefore, the contracting authority does not commit in any way as to quantities that will actually be ordered under this framework agreement.

# 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. PUBLICATION

This contract is advertised in

2.1. The following platform:

(a) Website of Enabel ([www.enabel.be](http://www.enabel.be)).

2.2. This publication constitutes an invitation to submit a tender.

### 3. FURTHER INFORMATION

#### 3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

*Bayan Khatib*

*Procurement Officer*

[bayan.khatib@enabel.be](mailto:bayan.khatib@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.

#### 3.2. Requesting clarifications

Prospective tenderers have until the **09 June 2026**, inclusive, 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 3.1 ([bayan.khatib@enabel.be](mailto:bayan.khatib@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.

#### 3.3. Publication of clarifications and/or amendments to the tender specifications

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the seventh day before the deadline for submission of tenders, at the latest (**11 June 2026**).

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published 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 under clause 3.1 and requests information on any modifications or additional information.

## SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

### 4. 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.

### 5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. 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.
- 5.2. The tender and all annexes to the tender form must be drawn up in:
- 5.3. 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.
- 5.4. 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.
- 5.5. The tenderer must use the tender forms provided in the annex:
  - (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
  - (b) List of subcontractors (see clause 2 of chapter 8 Forms);
  - (c) Tender form lot (1) - Prices (clause 3 of chapter 8 Forms)
  - (d) Tender form lot (2) - Prices (clause 4 of chapter 8 Forms)
  - (e) Similar assignments (clause 5 of chapter 8 Forms)
  - (f) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 6 of chapter 8 Forms);
  - (g) Integrity statement of the tenderers - (see clause 7 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.

- 5.6. The tenderer also attaches the following to his tender:
  - (a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);
  - (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).
- 5.7. 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) Integrity statement of the tenderers - (see clause 6 of chapter 8 Forms);
  - (d) The statutes and any other document required to establish the power of attorney of the signer(s);
  - (e) The association agreement signed by each participant, clearly showing who represents the association.
- 5.8. 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.
- 5.9. 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 13 and 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.

## 6. TENDER CURRENCY

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

## 7. DETERMINATION OF PRICES

- 1.2. This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 7.1. 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.

## 8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his unit prices any charges and taxes generally applied to services according to the applicable tax legislation of Palestine, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable.
- 8.2. Management of VAT will depend on where the tenderers are registered.
- For tenderers registered with the Palestinian Authority, contracts will be exempted from VAT. Enabel will be in charge of obtaining a VAT exemption from the Palestinian Ministry of Finance for the entire contract immediately after awarding. The contractor will be issuing invoices with zero-VAT.
  - For tenderers registered in Israel, Enabel will not be able to obtain a VAT exemption nor refund. VAT will therefore be paid by Enabel on each invoice on top of the prices mentioned in the financial offer.
  - In both cases, the tenderer shall fill their prices without VAT as part of their financial offer in the tender.
- 8.3. Please note that financial offers will be evaluated according to the cost actually incurred to the contracting authority. Therefore, for the evaluation of the award criterion, prices from tenderers registered in Palestine will be taken without VAT and be compared with prices with VAT for the tenderers registered in Israel.

- 8.4. The unit 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) Packaging;
  - (f) Training required for operation;
  - (g) Where applicable, the measures imposed by occupational safety and worker health legislation;
  - (h) Customs and excise duties for equipment and products used.
  - (i) Acceptance costs.
- 8.5. All relevant costs must be factored into the prices for this public contract.

## SECTION (C) - SUBMISSION OF TENDERS

### 9. SUBMISSION OF TENDERS

- 9.1. Without prejudice to any variants, the tenderer may only submit one tender per lot.
- 9.2. Consequently, the submission of tenders on paper is prohibited, and the contracting authority will only consider tenders submitted electronically.
- 9.3. For this public contract, tenders will be submitted electronically via [procurement.pse@enabel.be](mailto:procurement.pse@enabel.be) tender must be submitted before 16 June 2026, at 16:00 (Jerusalem time),**
- 9.4. The format of the documents should be .pdf or equivalent.
- 9.5. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 9.6. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.

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.

### 10. TENDER SIGNATURE

- 10.1. **The tender and all accompanying documents must be numbered and signed (original hand-written signature) by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.
- 10.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 10.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

## 11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 11.1. Tenders must be in the possession of the contracting authority before **16 June 2026 at 16:00 PM (Jerusalem Time)**.
- 11.2. The tender opening session will take place behind closed doors at the address given under clause 9 for the submission of tenders.

## SECTION (D) - SELECTION, AWARDING & CONCLUSION

## 12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).
- 12.2. 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.
- 12.3. 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 13 and 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**  
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.

### 13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' ( 6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 13.2. 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 15 subject to the regularity of these tenders.
- 13.3. 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.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. 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.

### 14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. 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 15). 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.
- 14.4. 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.
- 14.5. 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 15) 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.

### 15. AWARD CRITERIA

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

For each lot, the awarding criteria as follow:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Qualification and experience of expert(s) proposed	70	<ul style="list-style-type: none"> <li>• Team CVs – 35%</li> <li>• Provided digital samples - 20%</li> <li>• List of equipment suggested to accomplish the tasks - 15%</li> </ul>
Price	30	Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$

Consultants whose technical score for qualification & experience is higher than **50/70 qualify for the financial evaluation.**

15.2. 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.

## 16. AWARDING THE PUBLIC CONTRACT

16.1. Each lot of this public contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot in question.

16.2. 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.

16.3. The contracting authority also reserves the right to award only certain lots and may decide that the remaining lot(s) will be subject to one or more new contracts, if necessary through a different award procedure in accordance with Article 58, § 1, third paragraph of the Law of 17 June 2016 on public procurement.

## 17. CONCLUDING THE CONTRACT

17.1. 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 successful tenderer of the approval of their tender.

17.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

17.3. 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.

17.4. 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 derogate from the following Article of the "GIR":

Article 26 - The performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender. This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of this public contract.

### 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 **Yara Abdallah, Communication Officer**, email: [yara.abdallah@enabel.be](mailto:yara.abdallah@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. The knowledge and information obtained by the service provider within the framework of this public contract is strictly confidential. Under no circumstances may the collected information, regardless of its origin or nature, be disclosed or transferred to third parties in any form. The service provider is, therefore, bound by a duty of confidentiality.
- 3.2. In accordance with Article 18 of the “GIR”, the service provider undertakes to handle all information, facts, documents, and data — regardless of their nature or format — strictly confidentially. This obligation applies to any information communicated to the service provider or accessed by the service provider, directly or indirectly, in connection with this public contract. Confidential information includes, but is not limited to, the very existence of this public contract.
- 3.3. The service provider further undertakes to:
  - (a) Respect and ensure strict confidentiality of this information and take all necessary measures to safeguard its secrecy (such measures must not be less stringent than those the service provider applies to their own confidential information);
  - (b) Consult, use, or exploit the information mentioned above solely to the extent strictly necessary for the preparation and, if applicable, execution of this public contract, while complying with data protection laws, particularly those governing the processing of personal data;
  - (c) Not reproduce, disclose, distribute, transmit, or otherwise make the information available to third parties, in whole or in part, and in any form, without the prior written consent of the contracting authority;
  - (d) Return the information to the contracting authority upon their first request;
  - (e) Refrain from disclosing, directly or indirectly, the content of this public contract to third parties for advertising or any other purpose.
- 3.4. The service provider shall include in its contracts with subcontractors the confidentiality obligations it is required to comply with for the performance 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)

### 6.1. Scope and amount (Art. 25)

The performance bond is a requirement for this public contract and is set at **3%** of the total value of each lot, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

### 6.2. Nature of the performance bond (Art. 26)

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

### 6.3. Deadline for submitting the performance bond (Art. 27)

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

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

### 6.4. Posting of the performance bond (Art. 27)

The performance bond must be posted by the successful tenderer in one of the following ways:

- (a) Cash deposit : Deposit the amount in the account of the Deposit and Consignment Office ([Dutch](#) or [French](#) procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;
- (b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;
- (c) Joint surety : By the deposit, via an institution that lawfully carries out this activity, of a deed of joint surety with the Deposit and Consignment Office or with a similar public institution;

- (d) Guarantee : Provide the deed of undertaking of the credit institution or the insurance company.

#### 6.5. **Proof of deposit (Art. 27)**

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

- (a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;
- (b) A debit notice from the credit institution or insurance company;
- (c) An deposit certificate issued by the State Cashier or a similar public institution;
- (d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
- (e) The original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

#### 6.6. **Release of bond**

If the contracting authority confirms acceptance of the services, the bond shall be released, even if the service provider has made no such request.

The whole of the bond will be released at once after acceptance of the entire 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 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 of 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 reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 10.2. 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 may be agreed.
- 10.3. When activities are suspended, based on this clause 10.3, the service provider 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.
- 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 fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
  - (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
  - (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**

### **14. PRELIMINARY (TECHNICAL) INSPECTION (ART. 42)**

- 14.1. As a rule, products and services should not be processed before being approved by the managing official or his authorised representative.
- 14.2. The following tests are foreseen:
- (a) Products and services may not be used if they have not been accepted by the managing official.
- 14.3. Products and services that at a given stage do not satisfy the inspection tests imposed will be declared unfit for inspection. Upon the request of the supplier, the contracting authority verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract.

Where the contracting authority declares that the product presented is not in the required condition for examination, the inspection request by the supplier will be considered not having been made. A new request is made when the product is fit for examination.

## **SECTION (F) - PERFORMANCE MODALITIES**

### **15. ORDER FORMS (ART. 115)**

- 15.1. Performance under the contract is dependent upon notification of orders.
- 15.2. The contract can only be performed after an order form to that effect has been transmitted by the managing official via e-mail.

- 15.3. Delivery and Performance of the quantities requested in the orders will be delivered in several instalments on call of the contracting authority. The calls will be made in function of the needs of the contracting authority. Each request will regard to the period agreed between the contracting authority and the supplier and will be confirmed by a Purchase Order.
- 15.4. The Purchase Order is addressed to the service provider either by registered letter, e-mail or any other means through which the date of dispatch can be determined unambiguously.
- 15.5. Any further correspondence pertaining to the Purchase Order (and to the performance of the services) follows the same rules as those for the dispatch of the Purchase Order when a party wants to establish proof of its intervention.
- 15.6. In the event the acknowledgement of receipt of the Purchase Order is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the Purchase Order. When the service that placed the order, upon examination of the written demand of the 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.
- 15.7. When the Purchase Order is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the service provider shall ask for an extended service performance period under the same conditions as those foreseen in case of late reception of the order form.
- 15.8. In any event, complaints about the Purchase Order are not admissible anymore if they are not submitted within 15 calendar (\*) days from the day following the date on which the service provider has received the Purchase Order.
- 15.9. (\*) Shorter period, justified in the Tender Specifications for certain public contracts (e.g. taking into account the service performance periods set in the Tender Specifications, complaints may not be admissible...).

## **16. DEADLINES AND TERMS (ART. 116)**

- 16.1. The service provider must deliver the requested services/supplies directly after receiving the Purchase Order.
- 16.2. The supplies and services must be performed the period agreed between the contracting authority and the service provider after dispatch of the Purchase Order. The closure of the service provider's business for annual holidays is not included in this calculation.

## **17. PLACE OF PERFORMANCE (ART. 149)**

- 1.3. All lots may involve assignments across various locations in the West Bank and Jerusalem; therefore, bidders must possess the necessary permits to operate and implement the required supplies and services in these areas.
- 17.1. Exact delivery location will be provided prior to each Purchase Order.

## **18. INSPECTION OF THE SERVICES (ART. 150)**

- 18.1. 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.
- 18.2. 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.

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

- 19.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.
- 19.2. 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

## 20. FAILURE OF PERFORMANCE (ART. 44)

- 20.1. The service provider shall be considered in breach of this public contract under the following circumstances:
- (b) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
  - (c) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
  - (d) 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).

- 20.2. 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.
- 20.3. 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".

## 21. FINES FOR DELAY (ART. 46 AND 154)

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.
- 21.4. 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.

## **22. MEASURES AS OF RIGHT (ART. 47 AND 155)**

22.1. 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 22.2. 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.

22.2. 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**

## **23. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)**

23.1. 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.

23.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.

23.3. 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 24).

23.4. 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.

23.5. The acceptance process is final and concludes the services under the contract.

## **24. INVOICING AND PAYMENT (ART. 66-72 AND 160)**

24.1. 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.

24.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.

- 24.3. If delivery takes place in several instalments, the processing period shall commence on the date of delivery for each partial delivery.
- 24.4. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Al Bireh, Al Balou', Mecca Street, Ramallah Royal Center, 7th Floor.**
- 24.5. 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.

## **25. ADVANCE PAYMENTS**

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

## 5 TERMS OF REFERENCE

### 1. CONTEXT AND DESCRIPTION OF THE NEED

This contract consists of two lots covering Framework Contract for Video's Production, Animation, and Photography Services. Enabel intends to sign a framework agreement for each lot with an economic operator capable of accessing the West Bank and Jerusalem to provide the required services.

The framework contract will be valid for three years. The public contract resulting has no minimum quantities. **The total ceiling of this framework contract is 139,000 EUR, distributed per lot as follow:**

- **Lot (1) - VIDEOGRAPHY AND EDITING SERVICE: ceiling 90,000 (excl. VAT).**
- **Lot (2) - PHOTOGRAPHY SERVICES: ceiling 49,000 (excl. VAT).**

During the contract period and in the function of evolving needs, the contracting authority can commit to orders. Such commitment will be made by Purchase Orders.

### 2. GENERAL OBJECTIVE

The overall objective of this assignment is to provide professional photography and videography services to document project activities and results implemented under The Belgian agency for international cooperation, and to develop high-quality visual content that supports the project's visibility, outreach, and communication efforts in compliance with donor guidelines and branding standards.

Interested firms / individuals must provide information indicating that they are qualified to perform the services:

#### Lot (1) VIDEOGRAPHY AND EDITING SERVICE:

- Video Producer
- Script writer
- Videographer
- Drone videographer
- Sound Technician
- Video Editor
- Animation Specialist

#### Lot (2) PHOTOGRAPHY SERVICES:

- Photographer
- Story writer (script writer for story purposes)
- Photo editor.

### 3. REQUIREMENTS

- (b) General Qualifications for both lots:
  - Company profile with at least 5 years of experience in the mentioned fields in each lot.
- (c) Equipment lists for both lots:
  - Provide a full list of the equipment that will be used to implement the assignments.
- (d) Provide digital samples for every item in each lot to which the bidder applies, except the following items under Lot 1 - "editing, filming, and drone".
- (e) C.Vs/portfolios for the suggested staff:

**Lot 1: VIDEOGRAPHY AND EDITING SERVICE:**

1.	Video Producer	<ul style="list-style-type: none"> <li>• A minimum of five years' experience in related field</li> <li>• Advanced experience in operating cinema digital film cameras and accessories – min 5 years</li> <li>• Advanced experience in the latest versions of video editing and motion graphic software- min 5 years.</li> <li>• Ability to prioritize and organize effectively.</li> <li>• Prior experience as video director -min 5 years</li> </ul>
2.	Script Writer	<ul style="list-style-type: none"> <li>• A minimum of five years' experience in related field</li> <li>• Advanced experience in script writing -min. 5 years</li> <li>• Proven writing skills in fictional writing</li> <li>• Strong editorial skills are necessary.</li> <li>• Familiarity with multimedia production and a background in TV or film production -min 5 years,</li> </ul>
3.	Videographer	<ul style="list-style-type: none"> <li>• A minimum of five years' experience in cinematography and videography</li> <li>• Experience in non-linear editing software min- 5 years</li> <li>• Proficiency is using cinema and video cameras.</li> <li>• Familiarity with all aspects of field video, audio and lighting – min 5 years of experience</li> <li>• Proficient in lighting design and camera operation</li> </ul>
4.	Drone videographer	<ul style="list-style-type: none"> <li>• A minimum of five years' experience in drone cinematography and videography</li> <li>• Experience in non-linear editing software- min 5 years.</li> <li>• Proficient is using cinema and video cameras.</li> <li>• Familiarity with all aspects of field video, audio and lighting</li> <li>• Proficient in lighting design and camera operation</li> </ul>
5.	Sound Technician	<ul style="list-style-type: none"> <li>• A minimum of five years' experience in professional video editing</li> <li>• Expert in HD audio recording and sound mixing- min 5 years.</li> <li>• proficient in audio editing and enhancing software (Adobe Audition, logic pro) – min 5 years.</li> </ul>
6.	Video Editor	<ul style="list-style-type: none"> <li>• A minimum of five years' experience in professional video editing</li> <li>• Expert in non-Liner professional video software (Adobe Premiere, Avid, Final Cut)</li> <li>• proficient in audio editing and enhancing software (Adobe Audition, logic pro)</li> <li>• proficient in colour correction and postproduction techniques</li> </ul>
7.	Animation Specialist	<ul style="list-style-type: none"> <li>• A minimum of five years of experience in animation productions</li> <li>• Exceptional skill in animation and 2D and 3D cartoon production</li> <li>• Excellent knowledge in 2D and 3D animation software's</li> <li>• Proven ability in animation production and creative spots developing</li> </ul>

**Lot 2: PHOTOGRAPHY SERVICES**

1.	Photographer	<ul style="list-style-type: none"> <li>• A minimum of five years' experience in Photography</li> <li>• Experience in image editing software- min 5 years</li> <li>• Familiarity with all aspects of field Photography and lighting</li> </ul>
2.	Content Editor	<ul style="list-style-type: none"> <li>• A minimum of five years' experience in writing content for photo stories</li> </ul>

## 6 SELECTION FILE

### APTITUDE TO EXERCISE THE PROFESSIONAL ACTIVITY

#### 1. OFFICIAL REGISTRATION

The tenderer must demonstrate being officially registered in the relevant trade or vocational register in accordance with the legislation of the country where the tenderer is established.

### TECHNICAL AND PROFESSIONAL APTITUDE

#### 2. REFERENCES FOR SIMILAR EXECUTED PROJECTS

- 2.1. The tenderer must provide completion certificates for similar contracts performed over the past three years.
- 2.2. The tenderer shall include in their submission a list of the main similar contracts completed in the last three years, specifying the amount, dates, and the recipients (whether public or private).
- 2.3. The tenderer must provide a minimum of **3 (three)** accepted references per lot.
- 1.4. The total value of the accepted references must meet or exceed a minimum combined value of **60.000** euro for lot (1) and **30.000** euro for lot (2).
- 1.5. The value per accepted reference must meet or exceed a minimum value of **20.000** euro for lot (1) and **10.000** euro for lot (2).

#### 3. SUBCONTRACTING

The tenderer must provide a description of the part of the contract that the service provider may wish to subcontract.

## 7 OVERVIEW 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) List of subcontractors (see clause 2 of chapter 8 Forms);
- (c) Tender form lot (1) - Prices (clause 3 of chapter 8 Forms)
- (d) Tender form lot (2) - Prices (clause 3 of chapter 8 Forms)
- (e) Similar Assignments - (clause 3 of chapter 8 Forms)
- (f) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);
- (g) Integrity statement of the tenderers - (see clause 4 of chapter 8 Forms);
- (h) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);
- (i) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
- (j) 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 13 of chapter 3 Award Procedure and 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;
- (k) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (l) 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);
- (m) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.
  - Company Detailed Profile (If applicable)
  - Proposed experts CVs for each lot
  - List of equipment (Video, Audio, Drone and Photography).
  - Lot 1: Provide three similar assignments delivered in the last 3 years (filled in point 5 under section 8 of this RFP) with Certificates of completion (statement or certificate without major reservation) approved by the entity which awarded the contract.
  - Lot 2: Provide three similar assignments delivered in the last 3 years (filled in point 5 under section 8 of this RFP) with Certificates of completion (statement or certificate without major reservation) approved by the entity which awarded the contract.
  - Lot 1: Provide digital samples for every item in the lot, except the following items "editing, filming, and drone" under Lot 1, that includes, video spots, feature video stories, documentaries, and animation video spots.
  - Lot 2: Provide digital samples for every item in the lot, that must include photos and photo stories
  - **Error! Reference source not found.**
  - Valid deduction at source
  - Bank certificate (EUR currency)
  - Non sentence certificate for all board members

# 8 FORMS

## 1. IDENTIFICATION FORM



### Identification form Natural person

This form must be completed, signed and accompanied by a legible photocopy of the identity document.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

I. PERSONAL DATA	
FAMILY NAME(S) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box Postal code City, Region/Province Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	<input type="checkbox"/> Duly registered independent <input type="checkbox"/> Unregistered self-employed (no official formalisation) <input type="checkbox"/> other (please specify): ..... .....
REGISTRATION NUMBER (if applicable)	

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	
DATE <i>DD MM YYYY</i>	SIGNATURE

## Identification form Legal person

This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

### PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

<b>OFFICIAL NAME</b> <i>As indicated on the official document.</i>	
<b>COMMERCIAL NAME</b> <i>(if different from official name)</i>	
<b>ABBREVIATION</b> <i>(if applicable)</i>	
<b>LEGAL FORM</b>	
<b>TYPE OF ORGANISATION</b> <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> <li>- FOR PROFIT</li> <li>- NOT FOR PROFIT</li> <li>- NGO</li> </ul>
<b>PRINCIPAL REGISTRATION NUMBER</b>	
<b>SECONDARY REGISTRATION NUMBER</b> <i>(if applicable)</i>	
<b>PLACE OF REGISTRATION</b> <i>City</i> <i>Country</i>	
<b>DATE OF REGISTRATION</b> <i>DD MM YYYY</i>	
<b>VAT NUMBER</b>	
<b>ADDRESS OF REGISTERED OFFICE</b> <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL</b>	
<b>DATE</b> <i>DD MM YYYY</i>	<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>



## Identification form Public actor - entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

## 2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

<b>List of subcontractors planned to be engaged in the implementation of the contracts</b>				
<b>Name and legal form</b>	Address / Registered office	Object of engagement	LOT in which will be engaged (if applicable)	Other entity within the meaning of paragraph 1 <sup>er</sup> of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

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

- 2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

### 3. TENDER FORM - PRICES - LOT 1

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:

- The estimated ceiling of this **lot is EUR 90.000.**

**General information applicant must consider when applying for one or both lots during the consultancy service:**

**TOTAL WORKING DAYS**

- Half Day of filming / video service: All the prices should be all-inclusive, covering all associated costs, including but not limited to human resources costs, technical team, equipment, transportation, translation, subtitles, coloring, music licensing, editing, video graphics, and any other services mentioned in the table of items.
- Pricing basis: All the Prices should be calculated from the beginning of production at the production site only.
- Time calculation- half day: If a mission exceeds the 4 hours duration by 1 additional hour, the mission will be considered as 1 day.
- Time calculation- full day: If a mission exceeds the 8 hours duration by 1 additional hour, the mission will be considered as 1 and a half days.
- Video duration pricing: If the final video duration exceeds or is less than the 1-minute duration, the cost shall be calculated proportionally by dividing the one-minute unit price to determine the cost per second and applying it to the actual duration.

**ACCOMMODATION AND TRANSPORTATION**

- Enabel will not provide transportation and/or accommodation during the mission to the various locations concerned.

**LOCATIONS**

- North West Bank: (Salfit, Tulkarm, Nablus, Qalqilya, Tubas, Jenin) and all the villages and cities within those governorates.
- Ramallah and Al Bireh Governorate: (Ramallah, Al Bireh) and all the villages and cities within those governorates.
- Jerusalem: (Jerusalem areas inside the wall).
- South West Bank: (Jerusalem areas outside the wall, Jericho, Bethlehem, Hebron) and all the villages and cities within those governorates.

No.	Item	Description	Duration	Location	Price unit	Price Unit in euros excl. VAT
1.	Full video production (Documentary)	The service provider will provide a powerful and cinema-quality short documentary that tells a story on a topic and theme that shall be specified by Enabel.	Documentary (4 – 7 mins)	North West Bank	Per minute of final video	

		<p>The service provider should be responsible for delivering/submitting the following items to Enabel:</p> <p><u>Story and research:</u> Conduct full story research and submit a preliminary script and shooting list. Scripts and shooting lists must be approved by Enabel prior to filming.</p> <p><u>Filming and editing:</u></p> <ul style="list-style-type: none"> <li>- Materials footage must be recorded in 4K UHD (2160p). Dolly or slider steady moving camera.</li> <li>- Be able to conduct interviews in both Arabic and English.</li> <li>- Filming must include various shooting styles, sliding, pans tilts, zooming, varying angles, and other creative shooting techniques.</li> <li>- The video must be fully edited covering all aspects to make it ready for publication. The first draft of the edited video based on the agreed script must be submitted to Enabel for review. There might be various rounds of review to incorporate all comments and finalize the video for approval.</li> <li>- Ensure high-quality postproduction, audio mastering and colour correction.</li> <li>- Add licensed music and relevant sound effects throughout the video.</li> <li>- If needed, provide a narrator (and voiceover) for the video in the relevant language (Arabic or English).</li> <li>- Provide full and high-quality transcription and translation of the video content (both Arabic and English) for subtitles. Enabel will revise and approve the subtitles before they are added to the video.</li> <li>- Adding high-quality subtitles (both Arabic and English). Final subtitle documents shall be submitted to Enabel in DOC and SRT formats.</li> </ul> <p>Output: 3 versions of the final video with a quality of 4K UHD (2160p) or higher quality; 1 version with subtitles and one clean version without subtitles or any titles, in addition to another version with the sign language.</p> <p>A full editable video project should be delivered to Enabel after the final approval.</p>		<p>Ramallah Governorate</p>	<p>Per minute of final video</p>	
				<p>Jerusalem</p>	<p>Per minute of final video</p>	
				<p>Southwest Bank</p>	<p>Per minute of final video</p>	

2.	Short Videos	<p>Similar to the item above (2), the service provider will be working closely with the Enabel media and communication department as well as the project team to conduct field visits to the potential story characters to plan the production.</p> <p>The service provider will develop a script and filming plan for approval prior to starting the filming. Then, the service provider will implement the filming, editing, colour grading, and adding copy-righted music alongside the ambiance sounds.</p> <p>Service provider will be fully responsible for all technical and creative process and will ensure adding high quality English subtitles, Arabic transcription and visibility into the short videos.</p> <p>Service Provider should submit the following items to Enabel:</p> <ul style="list-style-type: none"> <li>- Three versions of the final video with a quality of 4K UHD (2160p) or higher quality; 1 version with subtitles and one clean version without subtitles or any titles. And another with sign language.</li> <li>- Customized versions for Facebook, Instagram and twitter.</li> <li>- English subtitles and Arabic transcription documents in DOC and SRT formats.</li> <li>- All raw materials and open-source project in retrievable SSD External Drive.</li> </ul>	Short video (1-4 mins)	Northwest Bank	Per minute of final video	
				Ramallah Governorate	Per minute of final video	
				Jerusalem	Per minute of final video	
				South West Bank	Per minute of final video	
3.	Filming	<p>Services shall include the following:</p> <ul style="list-style-type: none"> <li>- RAW footage categorized by stories, A and B rolls respectively.</li> <li>- the materials must be recorded in 4K UHD (2160p) or higher quality.</li> <li>- All footage must be submitted in RAW format (full dynamic colour range).</li> <li>- All interviews and natural sounds must be recorded separately by a professional sound operator.</li> <li>- The filming style is varied between mechanic shots and handheld</li> <li>- All footage and sound must be correctly dated and archived in an organised manner (stories and date) and delivered on a dedicated external retrievable SSD External Drive.</li> </ul>	Half a Day (4 Hours)	North West Bank	Per 4 hour	
				Ramallah Governorate	Per 4 hour	
				Jerusalem	Per 4 hour	
				South West Bank	Per 4 hour	
			Day (8 Hours)	North West Bank	Per day	
				Ramallah Governorate	Per day	
				Jerusalem	Per day	
				South West Bank	Per day	
4.	Drone	<ul style="list-style-type: none"> <li>- Document videos with close coordination with Enabel team.</li> <li>- Deliver a shooting list, for Enabel approval before filming.</li> <li>- After the formal approval, the consultant will start filming according to the plan that was discussed and approved</li> <li>- Video quality: Video UHD 4K</li> </ul>	Per hour	North West Bank	Per hour	
				Ramallah Governorate	Per hour	
				Jerusalem	Per hour	
				South West Bank	Per hour	
			Half a Day (4 Hours)	North West Bank	Per 4 hour	

		<ul style="list-style-type: none"> <li>- Identify the videographer and provide samples of their spots/documentary style work</li> <li>- Ensure high quality video (rushes) editing when needed</li> <li>- Provide Enabel with all edited videos (rushes), raw materials and finished products on a USB Flash Drive, after each mission.</li> </ul>		Ramallah Governorate	Per 4 hour	
				Jerusalem	Per 4 hour	
				South West Bank	Per 4 hour	
5.	Event video and documentat ion	<p>The service provider will provide full documentation and coverage of an event or field visit. This includes:</p> <p>Video documentation:</p> <ul style="list-style-type: none"> <li>- Recording general videos, and providing full video coverage using various angles and shooting styles in 4K UHD (2160p).</li> <li>- Recording speeches or statements</li> <li>- Recording interviews with specific people (if needed)</li> <li>- Produce a one minute promo (fully edited with copy-righted music and subtitles in the relevant language) in 4K UHD (2160p).</li> </ul>	Half a Day (4 Hours)	North West Bank	Per 4 hour	
				Ramallah Governorate	Per 4 hour	
				Jerusalem	Per 4 hour	
				South West Bank	Per 4 hour	
			Day (8 Hours)	North West Bank	Per day	
				Ramallah Governorate	Per day	
				Jerusalem	Per day	
				South West Bank	Per day	
		Provide social media live streaming services for an event.		North West Bank	Per hour	
		This requires providing one positioned camera and two moving cameras (wireless transmission) throughout the event. This also requires providing a reliable internet connection to guarantee stability of the live stream. The live stream should include all related graphics, titles and logos as agreed with Enabel.	Per Hour	Ramallah Governorate	Per hour	
				Jerusalem	Per hour	
				South West Bank	Per hour	
6.	Editing (1 <sup>st</sup> cut)	<p>Enabel will provide service provider with raw material (A &amp; B Rolls) to be edited ensuring the following:</p> <ul style="list-style-type: none"> <li>- Service provider will be responsible to fully sync all the footage and sound.</li> <li>- Implementing the first cut based on the script that will be agreed on with Enabel media and communication department.</li> <li>- Adding high quality English subtitles and visibility, subtitle documents shall be submitted to Enabel in DOC and SRT formats.</li> </ul>	Short video (1-4 mins)	Not Applicable	Per minute of final video	

7.	Animation (2D)	<p>Services of producing the 2D animation video shall require the following:</p> <ul style="list-style-type: none"> <li>- Script writing.</li> <li>- Submit a detailed story board.</li> <li>- Submit initial character drawing prior to animating.</li> <li>- Submit unpolished first draft for review.</li> <li>- Incorporate all the requested editing and modification notes, this may take several rounds to get to the final draft.</li> <li>- Finalize the final draft (colour &amp; sound polishing works in addition to any other graphical effects).</li> <li>- Video quality: full HD (1080p)</li> <li>- Provide Arabic/English subtitles depending on the spoken language.</li> <li>- Customized copies for Facebook and Instagram (either horizontal or vertical as per 4 request).</li> </ul>	Minute	Not Applicable	Per minute of final animation	
8.	Motion graphics to real-photography videos	<p>The scope of motion graphics services may include, but is not limited to:</p> <ul style="list-style-type: none"> <li>- Animated opening and closing sequences</li> <li>- Title animations and lower thirds</li> <li>- Logo animations and brand identity integration</li> <li>- Infographics, charts, and data visualization</li> <li>- Animated icons, callouts, and text overlays</li> <li>- Transitions and scene enhancements</li> <li>- Visual effects (VFX) and compositing</li> <li>- Screen replacements and motion tracking</li> <li>- Voice-over, music, and sound design integration</li> <li>- Subtitle creation and multilingual versions</li> <li>- Social media adaptation formats and animated cutdowns</li> </ul>	Minute	Not Applicable	Per minute of final cut	

9.	Whiteboard video	<p>These services shall support the production of engaging explanatory and educational video content through illustrated storytelling, animated drawings, and synchronized narration.</p> <p>The scope of whiteboard video services may include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Concept development and creative scripting</li> <li>• Storyboarding and scene planning</li> <li>• Custom illustration and character design</li> <li>• Whiteboard-style hand-drawn animations</li> <li>• Animated typography and iconography</li> <li>• Voice-over recording and synchronization</li> <li>• Background music and sound effects integration</li> <li>• Multilingual versions and subtitle integration</li> <li>• Branding customization and logo integration</li> <li>• Social media adaptation formats and short animated cutdowns</li> </ul>	Minute	Not Applicable	Per minute of final cut	
10.	3D Video	<p>The scope of 3D video production services may include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Creative concept development and scriptwriting</li> <li>• Storyboarding and scene visualization</li> <li>• 3D modeling and asset creation</li> <li>• Character modeling and rigging</li> <li>• 3D animation and motion design</li> <li>• Environmental and architectural visualization</li> <li>• Product visualization and simulation</li> <li>• Lighting, texturing, and rendering</li> <li>• Visual effects (VFX) and compositing</li> <li>• Camera animation and cinematic sequences</li> <li>• Voice-over, music, and sound design integration</li> <li>• Subtitle creation and multilingual versions</li> <li>• Branding integration and customized graphic elements</li> <li>• Social media adaptation formats and animated cutdowns</li> </ul>	Minute	Not Applicable	Per minute of final cut	

Certified true and sincere,

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

Management of VAT will depend on where the tenderers are registered.

For tenderers registered with the Palestinian Authority, contracts will be exempted from VAT. Enabel will be in charge of obtaining a VAT exemption from the Palestinian Ministry of Finance for the entire contract immediately after awarding. The contractor will be issuing invoices with zero-VAT.

For tenderers registered in Israel, Enabel will not be able to obtain a VAT exemption nor refund. VAT will therefore be paid by Enabel on each invoice on top of the prices mentioned in the financial offer.

In both cases, the tenderer shall fill their prices without VAT as part of their financial offer in the tender.

Please note that financial offers will be evaluated according to the cost actually incurred to the contracting authority. Therefore, for the evaluation of the award criterion, prices from tenderers registered in Palestine will be taken without VAT and be compared with prices with VAT for the tenderers registered in Israel.

Reminder: joint venture agreements may be set up for this tender, including for the purpose of providing more competitive offers.

#### 4. TENDER FORM - PRICES - LOT 2

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:

- The estimated ceiling of this **lot is EUR 49.000.**

**General information applicant must consider when applying for this lot during the consultancy service:**

**TOTAL WORKING DAYS**

- Half Day of photography service: All the prices must be all-inclusive, covering all associated costs, including but not limited to photographer fees, assistants (if required), equipment, transportation, retouching, color correction, and any other services specified in the table of items.
- Pricing bases: All the Prices should be calculated Starting from the assignment location (on-site), from the beginning of the assignment.
- Time calculation- half day: If the mission exceeds the 4 hours duration by 1 additional hour, the mission will be considered as 1 full day.
- Time calculation- full day: If the mission exceeds the 8 hours duration by 1 additional hour, the mission will be considered as 1 and a half days.

**ACCOMMODATION AND TRANSPORTATION**

- Enabel will not provide transportation and/or accommodation during the mission to the various locations concerned.

**LOCATIONS**

- North West Bank: (Salfit, Tulkarm, Nablus, Qalqilya, Tubas, Jenin) and all the villages and cities within those governorates.
- Ramallah and Al Bireh Governorate: (Ramallah, Al Bireh) and all the villages and cities within those governorates.
- Jerusalem: (Jerusalem areas inside the wall).
- South West Bank: (Jerusalem areas outside the wall, Jericho, Bethlehem, Hebron) and all the villages and cities within those governorates.

No.	Item	Description	Duration	Location	Price unit	Price Unit in euros excl. VAT per hour
1.	General Photography	<ul style="list-style-type: none"> <li>- Ensure high-end photo production equipment is utilized (Lighting, HD Still Cameras, reflectors, flash ...etc.)</li> <li>- Ensure high quality image modifications edits when needed.</li> </ul>	Per 4 hours (half day) (In occasions where the event is delayed,	North West Bank	Per 4 hour	
				Ramallah	Per 4 hour	

		<ul style="list-style-type: none"> <li>- Provide Enabel with all edited photos, raw materials and finished products on a USB Flash Drive, after each mission.</li> <li>- Photos copyrights are waived to Enabel once products are approved.</li> <li>- Consent forms for people being photographed should be filled and collected</li> </ul>	extended, took longer than the agreed 4 hours, the charging fees will be considered on the rate of a full day, regardless of the extra time spent after the 4 hours (half day) rate)	Governorate		
				Jerusalem	Per 4 hour	
				South West Bank	Per 4 hour	
2.	Portrait Photography	<ul style="list-style-type: none"> <li>- Service provider will conduct field visits with the Enabel team and receive programme induction.</li> <li>- Photography service: The photographer will produce at least (10) edited and final photos per each character. All images should be well captioned including: - Names of people featured - Locations (village/ town/district name) - Date the photograph was taken</li> <li>- A brief description of what is happening in the picture. - Credit information.</li> <li>- Consent forms for people being photographed should be filled and collected</li> <li>- Captions shall be added to photo metadata and submitted in a word document format which includes both file name and caption.</li> </ul>	Per 4 hours (half day) (In occasions where the event is delayed, extended, took longer than the agreed 4 hours, the charging fees will be considered on the rate of a full day, regardless of the extra time spent after the 4 hours (half day) rate)	North West Bank	Per 4 hour	
				Ramallah Governorate	Per 4 hour	
				Jerusalem	Per 4 hour	
				South West Bank	Per 4 hour	
3.	Photo Story	<ul style="list-style-type: none"> <li>- Service provider in coordination with Enabel will conduct a story research and develop human-interest story.</li> <li>- Service provider will conduct field visits with the Enabel team and receive programme induction.</li> <li>- The story writer is expected to deliver high quality stories that explain and highlight a topic which will be specified by Enabel from the eyes of the story characters.</li> <li>- Service provider is expected to deliver the following: - High quality written story, between 700-1000 English words and Arabic translation for story quotes.</li> <li>- Consent forms for people being photographed should be filled and collected</li> <li>- Ensure high quality image are provided along with the story.</li> </ul>	Per 4 hours (half day) (In occasions where the event is delayed, extended, took longer than the agreed 4 hours, the charging fees will be considered on the rate of a full day, regardless of the extra time spent after the 4 hours (half day) rate)	North West Bank	Per 4 hour	
				Ramallah Governorate	Per 4 hour	
				Jerusalem	Per 4 hour	
				South West Bank	Per 4 hour	

Certified true and sincere,

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

Management of VAT will depend on where the tenderers are registered.

For tenderers registered with the Palestinian Authority, contracts will be exempted from VAT. Enabel will be in charge of obtaining a VAT exemption from the Palestinian Ministry of Finance for the entire contract immediately after awarding. The contractor will be issuing invoices with zero-VAT.

For tenderers registered in Israel, Enabel will not be able to obtain a VAT exemption nor refund. VAT will therefore be paid by Enabel on each invoice on top of the prices mentioned in the financial offer.

In both cases, the tenderer shall fill their prices without VAT as part of their financial offer in the tender.

Please note that financial offers will be evaluated according to the cost actually incurred to the contracting authority. Therefore, for the evaluation of the award criterion, prices from tenderers registered in Palestine will be taken without VAT and be compared with prices with VAT for the tenderers registered in Israel.

Reminder: joint venture agreements may be set up for this tender, including for the purpose of providing more competitive offers.



## 6. 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.**

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

## 7. 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:

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