



## TENDER SPECIFICATIONS

Public service contract for “**Service Contract for the Green Industrial Comprehensive Surveys for the Stone and Marble and Food Industries Sectors in the West Bank**”

Reference №: **PSE22004-10031**

Country: **Palestine**

Negotiated Procedure without Prior

Publication

*Deadline for requesting clarifications:*

Until the **fifth day** before the deadline for submission of tenders

*Deadline for submission of tenders:*

**30 June 2026 at 12:00 pm (Jerusalem)**

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# 1 GENERAL REMARKS

## 1. THE CONTRACTING AUTHORITY

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

Name	Position
DE PAUW, Heidi	Country director (Palestine & 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 Jana Aljuneidi, 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 a service contract for provision of: conduct comprehensive green industrial surveys for all Stone and Marble and Food Industry establishments in the West Bank. The assignment includes survey design and finalization, piloting, full-scale data collection, data cleaning and analysis, development of sector databases, and preparation of final reports and presentations to support the design of future green and circular economy interventions.

### 2. LOTS

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

### 3. ITEMS

- 3.1. This public contract consists of the items listed under clause 2 of chapter 8 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

### 4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and lasts for **6 (six) months**.
- 4.2. This public contract **MAY NOT** be renewed.

### 5. VARIANTS

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

### 6. OPTIONS

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

# 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 platforms:

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

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:

*Jana Aljuneidi*

*Procurement officer*

[JANA.ALJUNEIDI@ENABEL.BE](mailto:JANA.ALJUNEIDI@ENABEL.BE)

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

#### 3.2. Requesting clarifications

Prospective tenderers have until the **fifth day**, 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 ([JANA.ALJUNEIDI@ENABEL.BE](mailto:JANA.ALJUNEIDI@ENABEL.BE)), and will be answered in the order received.

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

#### 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 second day before the deadline for submission of tenders, at the latest.

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:
  - (a) English.
- 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 form (clause 1 of chapter 8 Forms);
  - (b) Tender form - Prices (clause 2 of chapter 8 Forms)
  - (c) Declaration on honour - Exclusion grounds (clause 3 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 3 of chapter 8 Forms);
  - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
  - (d) The association agreement signed by each participant, clearly showing who represents the association.

- 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**.

## 7. DETERMINATION OF PRICES

- 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 and global 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. As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Palestine, the attention of tenderers who are non-tax residents of Palestine is drawn to the tax on the profits of non-residents (25% (Israel) or 10% (West Bank and Gaza)) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Palestine. The 25% (Israel) or 10% (West Bank and Gaza) non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.
- 8.2. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
  - (a) Administrative management and secretariat services;
  - (b) Travel, transportation, and insurance;
  - (c) Documentation related to the services;
  - (d) Delivery of documents or records associated with the performance of the contract;
  - (e) Training required for operation;
  - (f) All costs related to survey design, piloting, field data collection, data processing, database development, reporting, translation, software, communication, and any other costs necessary for the successful implementation of the assignment.
  - (g) Acceptance costs.
- 8.3. 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 contract.
- 9.2. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.
- 9.3. For this public contract, tenders will be submitted electronically via [procurement.pse@enabel.be](mailto:procurement.pse@enabel.be)
- 9.4. **Tenders must be submitted no later than 30 June 2026 at 12:00 pm (Jerusalem).**

### 10. TENDER SIGNATURE

- 10.1. The tenderer is required to sign the tender and its annexes individually when uploading them to the electronic platform.  
**These documents shall be signed globally by affixing an electronic or scanned handwritten signature on the accompanying submission report.**
- 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 **30 June 2026 at 12:00 pm (Jerusalem)**.
- 11.2. Tenders are opened behind closed doors via the e-Procurement platform.

## 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 3 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.
- 13.6. The tenderer shall demonstrate the following minimum technical and professional capacity:
  - **Proven experience in conducting large-scale statistical surveys and data collection activities.**

- **Availability of qualified personnel to perform the assignment, including a Team Leader, Researchers and a Data Analyst meeting the minimum requirements described in the Terms of Reference.**
- **Availability of the technical and operational resources necessary to carry out the assignment, including data collection, processing and analysis activities.**
- **References of at least two similar assignments related to statistical surveys, data collection and data analysis.**
- **The tenderer shall provide supporting documents demonstrating compliance with the above requirements.**

## 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:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Technical quality of the offer	70	Evaluation of the proposed methodology, understanding of the assignment, survey implementation approach, quality assurance measures, and qualifications and experience of the proposed team. Minimum score required: 50/70.
Financial offer	30	Score calculated according to the formula: $\text{Lowest evaluated financial offer} / \text{Evaluated financial offer} \times 30$ .

- 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. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 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.

## **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

1. 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.
2. These tender specifications do not derogate from the "GIR".

### SECTION (A) - GENERAL

#### 3. 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.

#### 4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract is **ABU JAMOUS, Sireen, Project Manager**, email: [sireen.abujamous@enabel.be](mailto:sireen.abujamous@enabel.be). The managing official is responsible for overseeing the performance of the contract.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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.

#### 5. CONFIDENTIALITY (ART. 18)

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

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

## 6. PROTECTION OF PERSONAL DATA

### 6.1. Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for 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.

### 6.2. Processing of personal data by the service provider

During contract performance, the service provider may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the tender specifications or in execution of a legal obligation.

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

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

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

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

## 7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **acquires** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, 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.
- 7.3. 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.

### 8. PERFORMANCE BOND (ART. 25 TO 33)

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

The performance bond is a requirement for this public contract and is set at **4%** of the total value of the contract, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

#### 8.2. 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.

#### 8.3. 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.

#### 8.4. 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.

#### 8.5. 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.

#### **8.6. 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**

### **9. 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**

### **10. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)**

#### **10.1. 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").

#### **10.2. 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.

#### **10.3. Conditions under which this revision clause may be used**

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than

those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

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

- (a) either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;
- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

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

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

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

## **11. REVISION OF PRICES (ART. 38/7)**

Price revisions are not allowed under this contract.

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

- 12.1. 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.
- 12.2. 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.
- 12.3. When activities are suspended, based on this clause 12.3, 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.
- 12.4. 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.

## **13. UNFORESEEABLE CIRCUMSTANCES**

- 13.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 13.2. 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 13. 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.

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

- 14.1. 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.
- 14.2. 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".
- 14.3. 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.

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

- 15.1. 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.
- 15.2. 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 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

## SECTION (F) - PERFORMANCE MODALITIES

### 16. ORDER FORMS (ART. 146)

- 16.1. Performance of the public contract depends on the notification of one or more orders.
- 16.2. The contract can only be performed after an order form to that effect has been transmitted by the managing official via e-mail.

### 17. DEADLINES AND TERMS (ART. 147)

- 17.1. The service provider must complete the services within **6 (six) months**, starting from **the day to be set in an order form**.

### 18. PLACE OF PERFORMANCE (ART. 149)

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

### 19. INSPECTION OF THE SERVICES (ART. 150)

- 19.1. 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.
- 19.2. 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.

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

- 20.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.
- 20.2. 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

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

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

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

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

21.2. 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.

21.3. 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".

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

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

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

23.1. 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 23.2. 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.

23.2. 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**

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

- 24.1. 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.
- 24.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 24.3. 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 25).
- 24.4. 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.
- 24.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

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

- 25.1. 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.
- 25.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 25.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Belgian agency for international cooperation Royal Center Building, 7th Floor Mecca Street, Al Bireh.**
- 25.4. Payment will be made in accordance with one of the following arrangements: 40% upon approval of the following:
  - Inception Report and Final Workplan.
  - the Survey Methodology Report and the Final Questionnaires for the piloting phase.
  - Piloting Results and the Final Questionnaires.

- Final version of the questionnaire to be used for the survey.

60% upon approval of the following:

- upon completion and acceptance of the Data Collection Phase and submission of the Survey Administration Report.
- upon submission and acceptance of the complete databases for both sectors.
- upon submission and acceptance of the Final Reports and Overview Presentations for both sectors.

## 26. ADVANCE PAYMENTS

26.1. Notwithstanding clause 25.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 15 per cent of the reference value may be granted to the service provider.

26.2. The advance is calculated on the basis of the reference value of the public contract, i.e.:

- (a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;
- (b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;
- (c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

26.3. No advance is granted before:

- (a) Notification of the conclusion of the public contract;
- (b) A written dated demand submitted to the contracting authority;
- (c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

26.4. Payment of the advance may be suspended if it is found that the service provider does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

26.5. The advance granted is charged to the amounts owed to the service provider, as follows: The first half of the advance payment shall be offset against the sums due to the service provider when the value of the services performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the service provider when the value of the services performed reaches 60 per cent of the original order amount.

# 5 TERMS OF REFERENCE

## 1.0 Introduction

The Belgian agency for international cooperation (Enabel) is implementing its cooperation portfolio for Palestine titled "Empowered youth in a green Palestine" (EYGP). This portfolio will build on the successes of governmental cooperation over the past decade on one hand and, on the other hand, also provide a response to the Palestinian and global challenges of this decade.

The portfolio consists of 2 pillars: The first one focuses on the empowerment of youth based on education and learning, civic engagement, protection and a continuum between developing competencies, skills, access to employment and entrepreneurship. The second pillar is dedicated to climate action, based on support for the development of an emerging green and circular economy with the view to contribute to a sustainable and inclusive Palestinian society and reduce environmental hazards and dependency on non-renewable natural resources.

Through the Green and Circular Economy component, Enabel intends to support the deployment of Renewable Energy and Energy Efficiency and the introduction of waste valorization in 2 identified Value Chains in the West Bank; including Stone and Marble, and Food Industries, as well as increasing the awareness and capacity of private sector actors on different aspects critical to greening their industry.

As part of support to those two value chains, enable-in cooperation with the Ministry of Industry; Union of Stone and Marble (USM) and Palestinian Food and Agriculture Industries Union (PFAIU)- is planning to implement a green industrial comprehensive survey for each of the Stone & Marble and Food Industries sectors.

## 2.0 Objective

### 2.1 General Objective

The general objective of this study is to measure and assess the current status, methods of working and condition of all stone and marble and food industries establishments in the West Bank.

### 2.2 Specific Objective

The specific objective of the study is to conduct 2 Green Industrial Comprehensive Surveys for all stone & marble and all Food Industries establishments in the West Bank. This survey will include all gaps and areas of development and improvement in both sectors with a focus on energy efficiency, renewable energy solutions and sustainable waste management among stone and marble and food industries establishments. The information to be collected will cover aspects such as:

- The current water consumption status,
- Quantities of wastewater produced, its storage or disposal,
- Different types of equipment and treatment processes used,
- Cleantech innovations present,
- Quantities of different types of waste (stone fragments, liquid and dry/ pressed stone sludge, Organic waste and wastewater resulting from food processing, waste and wastewater resulting from olive mills, etc )
- Operational days per week or month
- Number of staff (before Oct 2023 and after Oct 2023)
- Solid waste valorization or recycling status,
- Production line status,
- Availability of quality and environmental certificates,
- Availability of site maintenance and quarry closure and rehabilitation plans,

- Availability of environmental (and social) management plans,
- Occupational safety, as well as gender strategies and decent work promotion,
- (Up- or re-) skilling programs for employees,
- Official registration,
- and other relevant fields,

The outcome of those surveys will guide the design of specialized interventions for applying green industry practices throughout its value chain, that will lead to reduction of negative environmental impact and production cost; and improve the competitiveness of the Palestinian Stone and Marble and Food Industries.

Please note that draft questionnaires that include the main aspects to collect data about all establishments among each of the 2 sectors are attached to this ToR (Annex 1: Draft questionnaire for Stone and Marble establishments, Annex 2: Draft questionnaire for Food Industries establishments). PCBS teams will review both questionnaires, rephrase and format as needed to better meet the requirements and standards.

### 3.0 Scope of Work:

PCBS will work in close and regular cooperation with the team (Enabel, Palestinian Ministry of Industry (MiND), Union of Stone and Marble (USM) and Palestinian Food and Agriculture Industries Union (PFAIU)) while performing this assignment.

PCBS will be responsible for delivering high quality data collection and processing according to the objective, and within a defined time frame. Specifically, PCBS will be responsible for implementing a full survey for stone and marble enterprises in the West Bank (1,505 establishments in the West Bank), and a full survey for food industry establishments (3,206 facilities in the West Bank), process the collected data and build a comprehensive “green” database.

PCBS should adhere to the steps specified in this section:

#### 3.1. Inception Phase: Finalizing the workplan:

- a. After signing the contract, a kick-off meeting will be conducted between PCBS and the team to start the process and discuss the objective of the assignment in details and to agree on items included in the questionnaires. The kick-off meeting discussion points will be based on the initial workplan included in the PCBS offer. This initial workplan will constitute a discussion base in order to finalize the workplan to be implemented.
- b. Following the kick-off meeting, PCBS is requested to prepare an inception report to ensure mutual understanding of the assigned tasks. It will also guarantee adherence to the ToR. Together with the inception report, PCBS will also submit the final workplan.

Deliverable 1.1: Inception Report

Deliverable 1.2: Final Workplan

#### 3.2. Survey Design Phase: Finalize the data collection questionnaires:

PCBS will finalize the already designed draft data collection questionnaires, and share them back with the team for revision, any comments or suggestions will be shared and discussed back with PCBS, before reaching the final agreed on version of the designed questionnaires.

PCBS will include in the questionnaires and will explain to every establishment– especially non-members - that their ID Data (Name, phone number,...) will not be shared with any party.

Deliverable 2.1: Report describing the selected survey methodology, how the questions are administered, the data collection system and quality management.

Deliverable 2.2: Final version of the designed questionnaires to be used for piloting phase.

### 3.3. Piloting Phase: Piloting of Questionnaires:

a. PCBS will pilot the designed questionnaires on a standard representative sample of the stone and marble and food industries establishments; considering representative geographic distribution and size and type of enterprises and including a minimum of 10% of stone and marble and food industries establishments who are non-members at the USM and PFAIU. Piloting will ensure that the questions are relevant, well-sequenced, non-ambiguous and easy to understand, the codes used for close-ended questions are relevant and will determine if the duration of the interviews is within reasonable limits of what is expected. PCBS should pay special attention to safeguarding the confidentiality and privacy of the collected information and make sure there is informed consent as well as considering other ethical concerns.

b. Afterwards, a feedback session will be organized between PCBS and the team. Based on the feedback session, the questionnaire will be revised and finalized by PCBS and shared again with the team. Once approved by all team members, PCBS will be able to officially use the finalized questionnaire for the full survey process.

Deliverable 3.1: Results of Piloting phase

Deliverable 3.2: Final version of the questionnaires to be used for the survey after revision; based on the piloting phase experience.

### 3.4. Data collection Phase: Conducting the full survey:

PCBS will carry out a comprehensive survey of all stone and marble establishments in the West Bank (1,505 establishments in the West Bank), and a survey for all food industry establishments (3,206 establishments in the West Bank). From the start, the member establishments of each union have to be included. USM and PFAIU will provide PCBS by lists of its members in each region; and will also coordinate with members in this regard.

Deliverable 4.1: Survey administration report outlining how many establishments were reached, how many complete surveys were collected and what challenges were encountered during the data collection phase.

### 3.5. Data Checking and Cleaning phase:

After completing the full surveys, PCBS will perform data checking and cleaning (including translation of data into English). All data will be gathered in an appropriate database, all collected raw and cleaned data will be shared with the team in an easily accessible format (for example Microsoft Access or Excel), after making sure all ethical concerns have been addressed regarding consent and data confidentiality and privacy.

PCBS will classify establishments according to the International Standard Industrial Classification (ISIC), and data collection will differentiate between various sub-sectors and main activities within the two sectors (i.e. dairy products, processed fruits and vegetables, olive oil production, meat processing, etc. for food industries sector; and quarries, crushers, and manufacturing establishments, etc. for stone and marble sector).

Deliverable 5.1: Complete database that includes all inputs from all surveyed stone and marble establishments in the West Bank, and a similar database for food industries establishments including disaggregation by geographical region; sub-sectors and main activities, and representation of data in numbers, percentages, graphics and maps.

3.6. Survey outcome presentation phase: Presentation of results and preparation of final report

- a. PCBS will present and discuss the main results based on the survey, focusing on major challenges regarding data collection and handling; and also prepare a first draft of the final report including the analysis and findings of the survey.
- b. Based on the discussion and received feedback from the team, PCBS will modify/ adjust representation of main findings, and prepare and submit the final report and overview presentation accordingly

Deliverable 6.1: two separate final reports (one per sector) describing the results of each survey objectively, summarizing and visualizing the responses using text, graphs and maps. The reports will also identify the major challenges based on the survey results and the discussions.

Deliverable 6.2: Overview presentation for each sector (in .ppt or .pdf) outlining the main results and major challenges identified through the survey.

4.0 Data Processing

During the performance of the contract, PCBS may process personal data of the contracting authority exclusively on behalf and for the account of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the contract documents or in fulfilment of a legal obligation.

For any processing of personal data carried out in connection with this contract, PCBS 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 individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter "GDPR") and the Belgian law of 30 July 2018 on the protection of individuals with regard to the processing of personal data.

By the mere fact of participating in the procurement procedure, the tenderer certifies that it will strictly comply with the obligations of the GDPR for any processing of personal data carried out in connection with this contract.

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

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

The performance of processing by way of a processor must be governed by a contract or legal act binding the processor to the controller and stipulating in particular that the processor shall act only on instructions from the controller and that the obligations of confidentiality and security with regard to the processing of personal data shall also be incumbent on the sub-processor (Article 28 §3 of the GDPR).

5.0 Assignment duration

PCBS – in their proposal- will indicate the overall duration (number of calendar days) needed to finalize the assignment, in addition; will include the allocated working days that will be required to complete each assignment phases; and to submit each of the deliverables as per the table below:

No.	Phase	Allocated Time (working Days)
1.1	Inception Report	
1.2	Final Workplan	
2.1	Report on Survey Methodology	
2.2	Final version of the designed questionnaires to be used for piloting phase	
3.1	Results of Piloting phase	
3.2	Final version of the questionnaires to be used for the survey	
4.1	Survey Administration report	

5.1	Two complete databases including disaggregation by geographical region; and representation of data in numbers, percentages and graphics and maps	
6.1	Two final reports (one per sector)	
6.2	Two overview presentations (one per sector)	
Total working days		

Each deliverable must be prepared in Arabic language with a summary in English, except for the final reports and overview presentations, which need to be provided fully in both Arabic and English.

## 6.0 Methodology and approach

PCBS will submit a methodology based on the scope of work mentioned above, specifying how they propose to reach the Objective of the consultancy and produce the expected deliverables described in the scope of work, within the timeframe set in the assignment duration.

As part of the methodology, the tenderer will present:

- A work plan, defining the timing of the different phases and requested deliverables as set out in the scope of work.
- A description of how the key personnel will be involved in the consultancy, what will be each team member's responsibility and how they will interact together.
- A description of which equipment, tools, software and tests will be carried out, and how these different tools and tests will be used and for which purpose.
- Lessons learned in execution of similar services, and how these would be considered in this assignment.

## 7.0 Personnel Composition

### Qualification and Experience of the team

In their proposal, the center has to include the following:

No.	Title	Qualifications
1	Team leader:	<ul style="list-style-type: none"> <li>• Masters' degree in statistics or relevant field</li> <li>• At least 8 years' experience in managing statistical surveys and involved human resources.</li> <li>• Proven experience in industrial sector's surveys, ideally relevant experience in the field of Green and Circular Economy</li> </ul>
2	Researchers	<ul style="list-style-type: none"> <li>• The team has to consist of enough qualified staff to perform the required tasks within the allocated time frame.</li> <li>• The staff has to be well trained to ensure effectiveness and uniformity while implementing the required tasks.</li> </ul>
3	Data Analyst	<ul style="list-style-type: none"> <li>• Bachelor's degree – In statistics or relevant field</li> <li>• A minimum of 5 years of experience in similar data processing and analysis.</li> </ul>

		<ul style="list-style-type: none"><li>• Proficiency in using appropriate statistical softwares</li></ul>
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## 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

The tenderer shall demonstrate its technical and professional capacity by providing:

- A list of similar assignments implemented during the last five (5) years related to statistical surveys, data collection, data processing and analysis.
- The CV of the proposed Team Leader demonstrating at least 8 years of relevant experience in managing statistical surveys.
- The CV of the proposed Data Analyst demonstrating at least 5 years of relevant experience in data processing and analysis.
- A description of the proposed team and technical resources available for the implementation of the assignment.

## 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) Tender form - Prices (clause 2 of chapter 8 Forms)
- (c) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 3 of chapter 8 Forms);
- (d) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);
- (e) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
- (f) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 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;
- (g) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (h) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- (i) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

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	

## 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>	

## 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	

## 2. TENDER FORM - PRICES

The 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.

PRICES <sup>2</sup>		
Description	Unit	Total price in euros exclusive of VAT
Provision of services for the design, implementation, data collection, processing and reporting of the Green Industrial Comprehensive Surveys for the Stone and Marble and Food Industries Sectors in the West Bank	Lump Sum	
<b>Total amount</b>		
<b>Total amount in words:</b> ..... * In case the contract is extended, the unit prices mentioned apply. See also contractual dispositions. All prices in the tender are given in Euro. Prices given are exclusive of VAT. In case of companies: prices given are exclusive of VAT. In case of individual: to ensure payment of taxes the consultant will bring a certificate for deduction from source, failing to do so, a percentage (according to the applicable Palestinian law) from the total payment will be deducted and paid directly to tax authorities by Enabel. Individual Consultants registered in Israel, 30% will be deducted at payment unless they provide a deduction at source certificate.		

### 3. 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>			

#### 4. INTEGRITY STATEMENT OF THE TENDERERS

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

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

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

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

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Date

Place

Signature

## 5. LIST OF THE MAIN SIMILAR ASSIGNMENTS

The tenderer must provide in his offer the list of the main similar assignments (min. 3) delivered in the last 5 years. This list must demonstrate the tenderer's technical capacity to implement the required assignment.

For each of the projects listed, the tenderer must provide in his offer the **certificates of completion** (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices) approved by the entity which awarded the contract.

Description of project	Overall contract value	Dates (start/end)	Name of client

Date

Place

Signature

## 6. DOCUMENTS TO BE SUBMITTED – EXHAUSTIVE LIST

	Document	
Tender document	<p>One original copy of the completed tender document (the present document) filled electronically (not by hand), then printed completely, signed, and stamped.</p> <p>The following forms need to be completed:</p> <ol style="list-style-type: none"> <li>1. Form: Identification</li> <li>2. Form: Prices</li> <li>3. Form: Declaration on honour – exclusion grounds</li> <li>4. Form: Integrity statement</li> </ol>	
Financial offer	(price form) duly filled and signed	
Technical offer:	<ul style="list-style-type: none"> <li>✓ Technical proposal describing the methodology, approach, survey implementation plan and work plan.</li> <li>✓ CV(s) of the proposed key experts demonstrating compliance with the required profiles, including at minimum: <ul style="list-style-type: none"> <li>✓ Team Leader</li> <li>✓ Data Analyst</li> </ul> </li> <li>✓ Description of the proposed survey team and available technical resources.</li> <li>✓ References of at one similar assignments related to statistical surveys, data collection and/or data analysis</li> </ul>	
	Valid deduction at source certificate (if applicable)	
	Bank account details for payment purposes	
	Registration certificate (if applicable)	