



TENDER SPECIFICATIONS

Relaunch- Public service contract for **the Provision of Climate Finance Expert Services**”

Reference №: **PSE22004-10116**

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: **22 July 2026 at 03:00 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
Heidi De Pauw	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.¹ As a result, services of this contract are deemed to be located in Palestine and applicable tax legislation is legislation of Palestine. For more information on this tax regime, you can contact Jana Aljuneidi, Logistics and purchasing 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>;

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

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

3. APPLICABLE LAW AND COMPETENT COURTS

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

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

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

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

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a service contract for provision of technical assistance through a Climate Finance Expert to support the Ministry of Planning and International Cooperation (MoPIC) in strengthening institutional capacity for integrated climate planning, enhancing coordination, and facilitating access to international climate finance, in close coordination with the Environment Quality Authority (EQA), the NDC Partnership, and Enabel.

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 **12 (twelve) 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);
- (b) jobs .ps.

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:

Jana Aljuneidi

Logistics and purchasing officer

JANA.ALJUNEIDI@ENABEL.BE

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

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), 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 fifth 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 0 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 0 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 excluding Vat**.

7. DETERMINATION OF PRICES

- 7.1. This public contract is a unit-price contract. The contract price shall be based on a fixed unit price per working day, with a maximum of 220 working days over the contract duration. Payments shall be made on a monthly basis for the actual number of working days performed, as evidenced by approved timesheets and monthly progress reports, in accordance with the provisions of these Tender Specifications.
- 7.2. 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 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 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) Documentation related to the services;
 - (c) Delivery of documents or records associated with the performance of the contract.
 - (d) 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.
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
- 9.4. The platform is free and open to any tenderer wishing to participate in public procurement.
- 9.5. **Tenders must be submitted no later than 22 July 2026 at 03:00 pm (Jerusalem).**

10. TENDER SIGNATURE

- 10.1. The tenderer is required to sign the tender and its annexes individually when sending them to the email address.
- 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 **22 July 2026 at 03:00 pm (Jerusalem)**.
- 11.2. Tenders are opened behind closed doors.

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 0 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:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Technical Proposal	75	Based on the evaluation grid included in the TOR section
Financial Proposal	25	Lowest compliant financial offer receives the maximum score. Other financial offers are scored proportionally according to the formula provided in the tender specifications.

- **Only tenderers who obtain a minimum score of 35 out of 50 in the initial technical evaluation will qualify for the interview stage. The interview score (25 points) will then be added to the technical evaluation score to determine the final technical score out of 75.**

- 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 **Sireen Abu Jamous, Project Manager**, email: 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

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.

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **does not acquire** 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.
- 7.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public 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. DEADLINES AND TERMS (ART. 147)

- 16.1. The service provider must complete the services within **12 (twelve) months**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

17. 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.

Belgian agency for international cooperation Royal Center Building, 7th Floor Mecca Street, Al Bireh, Palestine

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:
 - (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).

- 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. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance 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. 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, Palestine.**
- 24.4. Payment will be made in accordance with one of the following arrangements: Monthly payments shall be made upon submission of the approved monthly progress report, approved timesheet, invoice, and payment request, in accordance with the Terms of Reference and the Special Conditions of the Contract.
- 24.5. Each progress report must include:
 - (a) Each progress report shall include a summary of the activities carried out during the reporting period, the results achieved against the agreed work plan, challenges encountered, planned activities for the following period, the approved monthly timesheet indicating the actual days worked, and the corresponding amount claimed for payment.

25. ADVANCE PAYMENTS

- 25.1. Notwithstanding clause 24.2 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.
- 25.2. 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.

- 25.3. 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.

25.4. 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.

25.5. 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

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

1. Project background

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

1. Young people in Palestine develop into active and critical citizen, ready for local and global challenges, through improved education, training, guidance, and access to employment.
2. The Palestinian population makes use of the opportunities of a sustainable environment.

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

- The development and the strengthening of value chains and opportunities for socio-economic entrepreneurship and job creation in an emerging green economy, which could potentially be applied to various sectors, such as energy, water, agriculture, waste, recycling, construction, transport and industry.
- The development of sustainable cities, public services and territories.
- A focus on specific niches such as waste management; reducing, recycling and reuse; renewable energy; and energy efficiency.

2. Background of the assignment:

3.1 The NDC Partnership:

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

3.2 Background of the assignment:

Enabel, in partnership with the NDC Partnership, aims to deploy an Embedded Climate Finance Expert within Ministry of Finance and Planning (MoFP) , with technical support from EQA, to strengthen institutional capacity for climate finance mobilization, tracking, investment planning, and the implementation of Palestine's NDC and national climate action plans.

The overall objective is to strengthen MOFP's leadership in coordinating national climate action and facilitating access to international climate finance.

Specific objectives:

1. Aligning the implementation of Palestine's Nationally Determined Contribution (NDC) and National Adaptation Plan (NAP) with the national investment and fiscal frameworks, noting that MoFP leads the preparation of national fiscal frameworks. This includes ensuring the systematic integration of climate projects into the overall public investment planning process and institutionalizing Palestine's national climate finance architecture.
2. Supporting the mobilization and tracking of climate finance aligned with the NDC and national climate action plans, while strengthening internal capacities through the development of financing strategies and pipeline of climate project proposals ready for submission to potential donors.
3. Building institutional capacity within MoFP and relevant national counterparts through the preparation and implementation of a structured workplan focused on climate finance, covering investment planning and access to international climate funding mechanisms.

4. Supporting the tagging and classification of climate projects in order to clearly distinguish climate projects financed through climate finance windows (which should be new and additional to regular support windows) from development projects funded through Official Development Assistance (ODA) windows.

3. Scope of Work and Key Responsibilities

Under the supervision of MoFP, with technical support from EQA, contractual oversight by Enabel, and in close coordination with the NDC Partnership Support Unit's Country Engagement Specialist and the In-Country Facilitator (ICF), the Climate Finance Expert will provide embedded technical assistance to strengthen MoFP's institutional capacity for climate finance mobilization and to support the effective delivery of national climate action plans and implementation of Palestine's NDC.

The Climate Finance Expert will support the development of pipeline of climate project proposals ready for submission to potential donors, facilitate private sector engagement, and strengthen collaboration with international, national, public, and private partners, while contributing to the creation of an enabling environment to unlock additional resources for climate action.

The Expert will deliver the following outputs through the specified activities and relevant deliverables and indicative time frame:

- Output 1: Supporting MoFP in Institutionalizing Climate Finance and Establishing an Operational Framework and support the transition from no climate tracking to a permanent, automated climate budget tagging (CBT) system.

This output will be achieved through the following activities:

- a) Conducting an institutional needs assessment and drafting, validating, and operationalizing MoFP's climate finance functions, operational framework, internal working procedures, and coordination arrangements.
- b) Developing and strengthening coordination protocols with EQA, relevant GCF-accredited National Direct Access Entities, and relevant line ministries.
- c) Providing advisory inputs from a climate finance perspective to the marketing of Palestine's NDC and its Implementation Action Plans.
- d) Ensuring that financing mechanisms and investment priorities are effectively integrated into NDC and climate action implementation processes.
- e) Ensuring alignment of the climate finance policy frameworks with the national development priorities.
- f) Supporting the identification and prioritization of investment-ready climate actions.
- g) Identification of the functional requirements and specifications for CBT system, including alignment with the established data taxonomy.
- h) Developing a proposed governance and "Standard Operation Procedures" note outlining procedures for tagging and reporting of climate projects.

Deliverables:

- Inception Report and Workplan, including stakeholder mapping and coordination arrangements
- Institutional Needs Assessment Report
- Draft and validated Climate Finance Operational Framework, including CBT system.
- Internal procedures and coordination protocols with EQA, relevant GCF-accredited National Direct Access Entities, and line ministries
- A technical report on the proposed governance and SOP note for climate tagging.

Indicative Timing: Months 1–3

- Output 2: Enhancing Institutional Capacity and Strengthening Coordination among MoFP, EQA, and Partners

This output will be achieved through the following activities:

- a) Establishing a structured coordination network to enhance engagement on embedded advisory support, including monitoring and articulating climate finance–related needs, mobilizing partner contributions, building institutional capacities, and promoting visibility of results.
- b) Providing targeted training on climate finance mobilization and prioritization of a national climate project pipeline.
- c) Developing operational manuals and guidelines for integrating climate finance priorities into national financial planning, budgeting, and reporting processes.
- d) Actively participating in regular donor, private sector, and civil society coordination meetings to align climate finance priorities, ensure complementarity, and institutionalize climate finance as a standing agenda item in these forums.
- e) Supporting the development of a national climate projects platform to compile, monitor, and track ongoing and pipeline climate projects, informing reporting, planning, and resource mobilization.
- f) Ensuring coherence, consistency, and integrity across national and climate-relevant platforms, including AIMS (hosted by MoFP) and the proposed Country Climate Platform (to be hosted by EQA).
- g) Strengthening the capacity of MoFP and line ministries staff to update and utilize climate investment frameworks for future planning and budgeting cycles.

Deliverables:

- Capacity-building plan and training materials
- Records of training sessions and on-the-job support activities
- Operational manuals/guidelines for integrating NDC priorities into national financial planning and budgeting
- Functional design note for a national climate projects platform

Indicative Timing: Months 2–8

- Output 3: Enhancing Access to Climate Finance and Resource Mobilization

This output will be achieved through the following activities:

- a) Supporting the development and maintenance of a national climate project pipeline.
- b) Supporting the formulation of a Private Sector Engagement Framework for climate investments.
- c) Assessing financing gaps in priority sectors and developing a resource mobilization strategy, including clear guidance on applicable financing mechanisms.
- d) Facilitating structured dialogue with development partners and private sector actors to promote scalable climate investments.
- e) Promoting innovative climate financing mechanisms, including blended finance, green bonds, and public–private partnerships (PPPs).

Deliverables:

- National Climate Project Pipeline (updated on a rolling basis)
- Financing gaps assessment and Climate Finance Resource Mobilization Strategy
- Private Sector Engagement Framework for climate investments

Indicative Timing: Months 4–9

- Output 4: Formulation of Implementation and Investment Planning Frameworks

This output will be achieved through the following activities:

- a) Supporting the government , in close coordination with EQA, in integrating the Climate Investment Plan into relevant national and sectoral investment frameworks.
- b) Supporting the application of international best practices, tools, and methodologies for climate investment planning and resource prioritization.
- c) Producing actionable investment roadmaps that link prioritized investment opportunities with potential financing sources, including domestic, bilateral, multilateral, innovative financing, and private sector investments.

Deliverables:

- Support the drafting of the National Climate Investment Plan
- Investment prioritization framework and tools
- Stakeholder consultation reports and feedback integration summary
- Investment roadmaps linking projects to financing sources

Indicative Timing: Months 6–10

- Output 5: Enhancing Knowledge Management and Targeted Communication

This output will be achieved through the following activities:

- a) Documenting lessons learned and best practices emerging from climate finance–related activities and interventions.
- b) Producing policy briefs, case studies, and targeted communication materials to support awareness-raising and enhance visibility of climate finance efforts.
- c) Facilitating knowledge sharing and exchange between national stakeholders, international partners, and the NDC Partnership network.
- d) Establishing knowledge-sharing and peer-learning mechanisms and platforms, including the possible development of a digital climate finance knowledge hub.
- e) Developing and operationalizing a Climate Finance Communication Plan to enhance transparency and promote public access to climate finance–related information.
- f) Supporting the preparation for a High-Level International Partners Conference to communicate Palestine’s high priority climate projects

Deliverables:

- Knowledge products (policy briefs, case studies, lessons learned notes)
- Climate Finance Communication Plan
- Documentation of peer-learning and knowledge exchange activities
- Support the design of a digital climate finance knowledge hub and / or upgrading the AIMS platform to consider Climate Project Tagging.

Indicative Timing: Ongoing; final package by Month 12.

4. Summary of Expected Deliverables:

No.	Output	Main Deliverables	Indicative Timing
1	Institutionalizing Climate Finance and CBT System	Inception report, needs assessment, operational framework, CBT governance/SOP note	Months 1–3
2	Capacity Building and Coordination	Capacity-building plan, training materials, manuals/guidelines, platform design note	Months 2–8
3	Access to Climate Finance and Resource Mobilization	Climate project pipeline, financing gaps assessment, resource mobilization strategy, private sector engagement framework	Months 4–9
4	Investment Planning Frameworks	National Climate Investment Plan support, prioritization tools, consultation reports, investment roadmaps	Months 6–10
5	Knowledge Management and Communication	Policy briefs, case studies, communication plan, knowledge hub/AIMS upgrade support	Ongoing; final package by Month 12

5. Duty Station and Duration

- The contract will cover up to 220 working days over a 12-month period.
- The Expert will be based within MoFP and will operate primarily from government premises in Ramallah, with occasional field visits and/or remote work as necessary and upon agreement with the FP of the MOFP and the NDC Partnership CES.
- The Expert is expected to use his own hardware and software, unless otherwise agreed with Enabel and the NDC Partnership.
- Any additional technical or IT resources required for the assignment will be identified in the inception report.
- Expected start date: August 2026.

6. Reporting and Management Arrangements:

- 1- The Expert will be based at MoFP and will coordinate day-to-day with the MoFP NDC Partnership focal point.
- 2- EQA will provide technical input on climate policy, NDC alignment, and climate reporting when requested by MoFP, the Expert, or the Country Engagement Specialist(CES) .
- 3- Enabel will administer the contract and process payments after CES approval of the timesheets.
- 4- The NDC Partnership Country Engagement Specialist (CES) will supervise the Expert, assess submitted reports, and approve the timesheets. The Expert will hold regular check-in meetings with the CES. The In-Country Facilitator will support coordination where relevant.
- 5- .A light coordination arrangement will guide the assignment. It will not create multiple supervisory lines. The core reporting line is: Expert to MoFP focal point for confirmation; MoFP focal point to CES; CES to Enabel for payment processing.
- 6- Regular check-in meetings will be held between the Expert and the CES. MoFP may join these meetings when needed. Wider coordination meetings with EQA, relevant GCF-accredited National Direct Access Entities,, line ministries, Enabel, or partners, including GCF, will be held only when relevant to specific deliverables or decisions.
- 7- The Expert will submit monthly progress reports. Each report must include activities completed, deliverables advanced, meetings held, challenges, risks, mitigation actions, planned activities for the next month, and a timesheet.
- 8- Monthly reports timesheets will be submitted first to the MoFP focal point for confirmation of work performed. The MoFP focal point will forward confirmed reports to the CES. The CES will assess the reports and approve the timesheets. Enabel will process payment only after CES approval. The MoFP

focal point and CES should provide confirmation, comments, or approval within 5 working days of the submission of the reports and the timesheets. (Templates will be provided).

7. Payment per Month:

- Payments will be made monthly based on MoFP-confirmed monthly progress reports, timesheets, and CES-approved timesheets.
- Payments may be withheld where reports, timesheets, or deliverables are not submitted or where the CES determines that outputs do not meet agreed quality standards.
- A 10 percent income tax will be deducted from payment in accordance with the Income Tax Law, unless the consultant provides valid exemption or deduction-at-source documentation.
- The consultant must submit a payment request to process each payment.

8. Eligibility

The position is open to Palestinian nationals or individuals legally eligible to work in Palestine. Proof of legal eligibility will be required prior to contracting.

9. Contractual and Administrative Arrangements

The Expert will be contracted by Enabel Palestine under its national regulations. The position will be based at MoFP and subject to MoFP internal protocols, where these protocols do not conflict with Enabel contractual provisions or NDC Partnership reporting and approval requirements.

10. Ethics, Confidentiality, and Conflict of Interest

The Expert shall adhere to Enabel's Code of Conduct, MoFP's ethical standards, and NDC Partnership confidentiality requirements. The Expert must maintain confidentiality of all documents, data, discussions, and information accessed during the assignment.

The Expert must disclose any actual, potential, or perceived conflict of interest. The Expert must not use the assignment to create unfair advantage for any institution, company, project developer, consultant, donor, or financing source.

The Expert must comply with zero tolerance principles on fraud, corruption, sexual exploitation, abuse, and harassment.

11. Ownership of Outputs

All reports, tools, datasets, templates, training materials, and outputs produced under this assignment will be the joint property of Enabel, the NDC Partnership, and MoFP, and other national institutions will receive relevant outputs linked to their mandates.

The Expert may not publish or reuse assignment outputs without written approval from Enabel and the relevant national institutions.

12. Quality Standards

- All outputs must be practical, evidence-based, and aligned with national priorities.
- All reports must be submitted in English.
- Key summaries or presentation materials may be requested in Arabic.
- All tools must be submitted in editable formats.
- All deliverables must include clear recommendations, implementation steps, responsible institutions, timelines, and risks.

13. Sustainability and Handover

The assignment must leave behind usable institutional tools. The final handover package must include the climate finance operational framework, climate finance taxonomy, climate budget tagging SOP, tracking templates, project screening tool, project pipeline, concept note templates, resource mobilisation strategy, investment prioritisation tool, training materials, datasets used or created, list of pending actions, and recommendations for continuation after the assignment.

14. Qualifications and Experience:

1. Education
 - Advanced university degree in finance, economics, public finance, climate change, environmental policy, public policy, development studies, sustainable development, engineering, or a related field.
 - Additional training or certification in climate project development, climate budget tagging, financial modelling, or resource mobilisation is an asset.
2. Experience
 - At least 7/5 years of relevant professional experience.
 - At least 5/3 years of experience in climate finance, public finance, climate policy, project development, investment planning, resource mobilisation, or sustainable development finance.
 - Demonstrated experience supporting government institutions or development partners in designing and implementing climate investment projects.
 - Familiarity with national climate policy frameworks and public finance systems.
 - Experience working in fragile or conflict-affected contexts, preferably in Palestine, is an advantage.
3. Required technical experience

The expert must demonstrate experience in at least four of the following areas:

 - Climate finance mobilisation.
 - Climate budget tagging or public expenditure tracking.
 - Public investment planning or fiscal framework alignment.
 - NDC, NAP, or climate policy implementation.
 - Climate project pipeline development.
 - Concept note or proposal preparation for GCF, GEF, Adaptation Fund, bilateral donors, multilateral development banks, or similar sources.
 - Financing gap assessment and resource mobilisation strategies.
 - Private sector engagement for climate investment.
 - Climate finance coordination mechanisms.
 - Monitoring, reporting, and knowledge management.
4. Skills and competencies
 - Strong analytical and writing skills.
 - Strong stakeholder coordination skills.
 - Ability to work with government institutions.
 - Ability to translate technical climate priorities into financing and investment actions.
 - Ability to prepare practical tools, templates, and guidance materials.
 - Ability to deliver training and coaching.
 - Ability to work under tight deadlines.
 - Fluency in Arabic and English is required.

15. TECHNICAL AND FINANCIAL OFFER

The proposals will be evaluated based on a combined technical and financial assessment. The technical proposal will account for 75% of the total score, while the financial proposal will account for 25%.

Only applicants who obtain a minimum score of 35 out of 55 in the written technical proposal will be invited for an interview.

Criterion	Maximum score
Understanding of the assignment and methodology. The proposal should show understanding of Palestine's climate finance needs, public finance context, institutional coordination challenges, and NDC implementation priorities.	15
Relevant experience and technical expertise. The proposal should demonstrate experience in climate finance, public finance, project pipeline development, climate budget tagging, concept note preparation, and resource mobilization.	20
Workplan and approach. The proposal should provide a realistic 12-month workplan, sequencing of activities, risk mitigation measures, stakeholder engagement approach, and quality assurance method.	10
Capacity building and knowledge transfer approach. The proposal should explain how the Expert will build institutional capacity and ensure handover.	10
Interview. The interview will assess technical depth, communication skills, stakeholder management capacity, and understanding of the assignment.	20
Technical proposal total	75
Financial proposal	25
Grand total	100

The financial offer should include the following:

A. Total Contract Amount for 12 Months - The proposal must specify the total contract value for the full 12-month period, considering that Enabel will process payments monthly. Any contradiction between technical and financial items will be considered a weakness of the proposal.

B. Ensure that the submitted offers remain valid for 120 days from the final date of submission. The submitted offers should be in Euro NOT including VAT. The consultant should be able to issue an official VAT exemption invoice in addition to valid deduction at source certificate; otherwise, Enabel will deduct a percentage from the final payment according to Palestinian Taxation department & laws.

6 SELECTION FILE

A list of at least two relevant projects or assignments in the field of climate change and/or climate finance, including previous engagements that demonstrate the consultant's expertise in the subject matter.

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates in the last 3 years	Name of the public or private bodies

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 0 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</i> <i>Postal code</i> <i>City, Region/Province</i> <i>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

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> - FOR PROFIT - NOT FOR PROFIT - NGO
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	

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

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:

#	DELIVERABLE	Unit	Quantity	Unit price in euros	Total price in euros exclusive of VAT
1	<p>Provision of Climate Finance Expert Services, including all deliverables specified under Section 5.5 – Expected Deliverables.</p> <p>The contract duration is 12 months, with a maximum of 220 working days.</p> <p>Note: The maximum number of working days that may be invoiced per month is 18 days.</p> <p>The Contractor shall submit, monthly, an approved timesheet, monthly progress report, invoice, and payment request. The timesheet and progress report shall be approved by MoPIC and EQA before being submitted to the NDC Partnership Support Unit and Enabel for final approval and payment processing.</p>	day	220 days		

Total amount in words:

.....

* 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 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.

- Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

In order to correctly compare the tenders, the duly signed information or documents mentioned <<below or under point 'Overview of the documents to be submitted' must be attached to the tender.

In annex, the tenderer attachesto his tender.

Certified true and sincere,

Handwritten original signature(s):

5. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

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

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

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

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

Regarding conflict of interest:

Please tick the applicable box

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

or

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

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

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

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

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

6. INTEGRITY STATEMENT FOR THE TENDERERS

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

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

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

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

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

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

Date

Location

Signature:

7. OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED – TO BE COMPLETED EXHAUSTIVELY

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

	Document	
Tender document	<p>One original copy of the completed tender document (the present document) filled electronically (not by hand), then printed completely, signed, and stamped.</p> <p>The following forms need to be completed:</p> <ol style="list-style-type: none"> 1. Form 6.1: Identification 2. Form 6.2: Prices 3. Form 6.3: Declaration on honour – exclusion grounds 4. Form 6.4: Integrity statement 	
	CV and ID of Expert	
	Copy of the Master's Degree	
	Technical Proposal demonstrating the understanding of the assignment, proposed approach and methodology, and relevant experience related to the assignment.	
	Valid deduction at source certificate	
	Active bank account for the last 2 years	
	Non sentence certificate	