



TENDER SPECIFICATIONS

Public service contract for “**Consultancy for Updating and Developing TVET HEV/EV Curricula for the Ministry of Labour and the Ministry of Education and Higher Education**”

Reference №: **PSE22003-10115**

Country: **Palestine**

Negotiated Procedure without Prior Publication

<i>Deadline for requesting clarifications:</i>	Until the fifth day before the deadline for submission of tenders
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<i>Deadline for submission of tenders:</i>	14 September 2026 at 03:00 PM (Jerusalem)
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Table Of Contents

1 General Remarks.....	4
1. The contracting authority	4
2. Rules governing the public contract	4
3. Applicable law and competent courts	5
2 Subject-Matter and Scope of The Public Contract	6
1. Type of contract	6
2. Lots	6
3. Items	6
4. Duration of the public contract	6
5. Variants	6
6. Options	6
3 Award Procedure	7
Section (A) - General procedure instructions	7
1. Award procedure	7
2. Further information	7
Section (B) - Instructions for preparation of tenders	7
3. Validity period of tenders	7
4. Data to be included in the tender	7
5. Tender currency	8
6. Determination of prices	8
7. Elements included in the price	9
Section (C) - Submission of tenders	9
8. Submission of tenders	9
9. Tender signature	9
10. Deadline for submission and opening of tenders	10
Section (D) - Selection, Awarding & Conclusion	10
11. Exclusion grounds	10
12. Qualitative selection	11
13. Overview of the procedure	11
14. Award criteria	11
15. Awarding the public contract	12
16. Concluding the contract	12
4 Special Contractual Provisions	13
Section (A) - General	13
3. Use of electronic means (art. 10)	13
4. Managing official (Art. 11)	13
5. Confidentiality (art. 18)	13
6. Protection of Personal Data	14
7. Intellectual property (Art. 19 to 23)	14

Section (B) - Financial guarantees	14
8. Performance Bond (Art. 25 to 33).....	14
Section (C) - the public contract documents.....	15
9. Conformity of performance (Art. 34)	15
Section (D) - Changes to the public contract.....	15
10. Replacement of the service provider (Art. 38/3, °1)	15
11. Revision of prices (Art. 38/7)	16
12. Indemnities for suspensions ordered by the contracting authority during contract performance (Art. 38/12) 16	
13. Unforeseeable circumstances	17
14. Taxation having an effect on the value of the public contract (Art. 38/8)	17
15. Terms of introduction (Art. 38/14 to 38/17).....	17
Section (F) - Performance modalities	17
16. Deadlines and terms (Art. 147).....	17
17. Place of performance (Art. 149)	18
18. Inspection of the services (Art. 150)	18
19. Liability of the service provider (Art. 152-153).....	18
Section (G) - Means of action	18
20. Failure of performance (Art. 44)	18
21. Fines for delay (Art. 46 and 154)	19
22. Measures as of Right (Art. 47 and 155).....	19
Section (H) - End of the public contract.....	19
23. Acceptance of the services performed (Art. 64 and 156)	19
24. Invoicing and payment (Art. 66-72 and 160)	20
25. Advance payments	20
 5 Terms of reference	 21
 6 Selection file	 32
Technical and professional aptitude	32
1. Subcontracting.....	32
 7 Overview of the documents to be submitted	 33
 8 Forms.....	 34
1. Identification form	34
2. List of subcontractors.....	38
3. Tender form - Prices	39
4. Declaration on honour - Exclusion grounds.....	40

1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

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

Name	Position
DE PAUW, Heidi	Country director (Palestine & Jordan)

- 1.4. **Attention : even if Enabel as contracting authority is based in Belgium, Enabel has different “permanent establishments” in partner countries, who are 'customer' in the sense of tax legislation.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 2 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 consultancy services to update the existing Hybrid Vehicle Maintenance curriculum, develop a new Electric Vehicle Maintenance curriculum, integrate HEV/EV competencies into Grades 11–12 automotive curricula, and deliver related training packages and capacity-building activities.

2. LOTS

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

3. ITEMS

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

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and lasts for 5 **(five) months** with a maximum input of 90 working days
- 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. FURTHER INFORMATION

2.1. 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.

2.2. 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 2.1 (jana.aljuneidi@enabel.be), and will be answered in the order received.

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

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

3. VALIDITY PERIOD OF TENDERS

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

4. DATA TO BE INCLUDED IN THE TENDER

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

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

(a) English.

- 4.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 4.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 4.5. The tenderer must use the tender forms provided in the annex:
- (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) List of subcontractors (clause 2 of chapter 8 Forms);
 - (c) Tender form - Prices (clause 3 of chapter 8 Forms)
 - (d) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

- 4.6. The tenderer also attaches the following to his tender:
- (a) All documents demanded for the application of qualitative selection (see clause 12 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).
- 4.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
- (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 4.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 4.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 12 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

5. TENDER CURRENCY

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

6. DETERMINATION OF PRICES

- 6.1. This public contract is a **lump-sum price** contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.

- 6.2. 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.

7. ELEMENTS INCLUDED IN THE PRICE

- 7.1. 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.
- 7.2. 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) Training required for operation.
 - (e) Acceptance costs.
- 7.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

8. SUBMISSION OF TENDERS

- 8.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 8.2. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.
- Consequently, the submission of tenders on paper is prohibited, and the contracting authority will only consider tenders submitted electronically.
- 8.3. For this public contract, tenders will be submitted electronically via Email to procurement.pse@enabel.be
- 8.4. **Tenders must be submitted no later than 14 September 2026 at 03:00 PM (Jerusalem).**

9. TENDER SIGNATURE

- 9.1. The tenderer is required to sign the tender and its annexes individually when sending them to the email address.

- 9.2. 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.
- 9.3. 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.

10. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 10.1. Tenders must be in the possession of the contracting authority before **14 September 2026 at 03:00 PM (Jerusalem)**.
- 10.2. Tenders are opened behind closed doors.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

11. EXCLUSION GROUNDS

- 11.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).
- 11.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 11.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 12 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 11.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 11.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 11.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 11.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 11.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 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.

12. QUALITATIVE SELECTION

13. No qualitative selection criteria are applied to this contract.

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
Understanding of the assignment and proposed methodology	20	Evaluation of the tenderer's understanding of the assignment, proposed methodology, technical approach, and responsiveness to the objectives, scope of work and required deliverables.
Work plan, timeline and parallel implementation approach	10	Evaluation of the proposed work plan, allocation of activities, feasibility of the timeline, and approach to the parallel implementation of the MoL and MoEHE components.

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Key Expert 1 – Lead Curriculum & Automotive Expert	15	Evaluation of the expert's qualifications and relevant professional experience against the requirements specified in the Terms of Reference.
Key Expert 2 – Electric Vehicle & High-Voltage Systems Expert	15	Evaluation of the expert's qualifications, hands-on technical experience, and relevant training or curriculum-development experience against the requirements specified in the Terms of Reference.
Financial offer	40	Financial score = (lowest compliant financial offer ÷ financial offer being evaluated) × 40.

Tenderers obtaining a technical score of less than 39 points out of 60 will be excluded from further evaluation, and their financial offers will not be considered.

- 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 succesful 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 **DE KEYZER, Emilie, Project Manager**, email: emilie.dekeyzer@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 acquires the intellectual property rights created, developed, or used during performance of the public contract
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them
- 7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents

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 **five calendar months, with a maximum input of 90 working days**, 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.

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: **Enabel, Royal Center Building, 7th Floor Mecca Street, Al Bireh, Palestine.**
- 1.1. Payment will be made in accordance with one of the following arrangements:
- 1.2. **DL1 & DL2 – Inception Report and Occupational Competency Framework Report: 25%**
- 1.3. **DL3 & DL4 – Updated Hybrid Curriculum and Electric Vehicle Curriculum, including the related Training Packages: 35%**
- 1.4. **DL5, DL6 & DL7 – MoEHE Curriculum Integration and Training Package, including the Training of Trainers/Teachers Programme: 30%**
- 1.5. **DL8 – Final Review and Submission Package: 10%**

25. ADVANCE PAYMENTS

No advance payment shall be made under this contract. Payments shall be made upon the satisfactory completion, submission and formal acceptance of the corresponding deliverables by the contracting authority, in accordance with the agreed payment schedule.

TERMS OF REFERENCE

1. Abbreviations

Abbreviation	Definition
EV	Electric Vehicle
WBL	Work-Based Learning
HEV	Hybrid Electric Vehicle
TVET	Technical and Vocational Education and Training
SoW	Scope of Work
BMS	Battery Management System
NiMH	Nickel-Metal Hydride
ICE	Internal Combustion Engine
BEV	Battery Electric Vehicle
PPE	Personal Protective Equipment
AC	Alternating Current
DC	Direct Current
OBC	On-Board Charger
WBS	Work Breakdown Structure
MoEHE	Ministry of Education & Higher Education
MoL	Ministry of Labour
DL	Deliverable
CBT	Competency-Based Training
ToT	Training of Trainers
DOCX	Microsoft Word Document Format
XLSX	Microsoft Excel Spreadsheet Format
PPTX	Microsoft PowerPoint Presentation Format

2. Assignment

2.1. Background of the assignment

The automotive sector in Palestine, in line with global trends, is undergoing rapid technological transformation with the increasing adoption of Hybrid and Electric Vehicles (EVs). These advancements require updated technical competencies, particularly in high-voltage systems, advanced battery technologies, diagnostics, and safety standards.

In response, the Ministry of Labour (MoL) seeks to modernize its vocational training programs. The existing Hybrid Vehicle Maintenance curriculum (developed in 2019) requires updating, while a new standalone Electric Vehicle Maintenance curriculum must be developed. At the same time, the Ministry of Education & Higher Education (MoEHE) is adopting an integrated curriculum approach, embedding HEV/EV technologies within existing automotive specializations (mechanical, electrical, and mechatronics) across Grades 11–12.

To ensure coherence between vocational training and formal education pathways, the consultancy shall adopt a unified competency-based approach. Occupational competency standards will provide the basis for curriculum development, training package design, validation, and integration.

Curriculum development shall follow the Complex Task Approach, structuring learning around integrated occupational tasks, practical performance, and competencies relevant to the workplace. This approach is aligned with the national TVET direction of promoting Competency-Based Training (CBT) and Workplace-Based Learning (WBL) to produce graduates who are employable, adaptable, and responsive to industry needs.

The curriculum development process shall be participatory and demand-driven. It will include structured consultations with employers, automotive service providers, garages, EV and hybrid technology specialists, public and private training providers, teachers and trainers, learners, youth representatives, and other relevant labour-market actors. These consultations will ensure that the updated and newly developed curricula reflect actual workplace requirements, emerging technologies, employability priorities, and learner perspectives.

2.2. The assignment

1.2.1 Assignment overall goal

The overall goal of this assignment is to enhance the relevance, quality, and labour market responsiveness of automotive vocational training programs by updating the existing Hybrid Vehicle Maintenance curriculum under the Ministry of Labour (MoL) in line with current technological developments and industry practices, developing a standalone Electric Vehicle Maintenance curriculum (200 training hours) under MoL to address emerging skills demands in the EV sector, and supporting the integration of HEV/EV technologies into existing automotive specializations (mechanical, electrical, and mechatronics) under the Ministry of Education & Higher Education (MoEHE) across Grades 11–12, ensuring alignment with competency-based education and national TVET priorities.

1.2.2 Specific Objectives

The consultancy shall aim to achieve the following specific objectives:

Specific Objective 1: Common – Occupational Competency Framework:

1. Establish a unified and validated occupational competency framework for HEV/EV technologies to guide curriculum development, curriculum updating, curriculum integration, training package development, and assessment under both MoL and MoEHE.
2. Ensure that the competency framework reflects labour market needs, relevant occupational functions, required technical competencies, occupational health and safety requirements, high-voltage safety, environmental management standards, and existing/planned training infrastructure.

Specific Objective 2: MoL Component – Hybrid and Electric Vehicle Curricula:

- Update and restructure the existing 2019 Hybrid Vehicle Maintenance curriculum as a 200-hour competency-based programme aligned with the validated HEV/EV competency framework.
- Develop a new standalone 200-hour Electric Vehicle Maintenance curriculum aligned with current industry requirements, labour market needs, high-voltage safety requirements, and the validated competency framework.
- Strengthen the quality, relevance, and implement ability of MoL training programmes through the Complex Task Approach, practical and workplace-relevant learning, appropriate theory/practice balance, Work-Based Learning integration, competency-based assessment, and alignment with existing and planned laboratory infrastructure.

Specific Objective 3: MoEHE Component – HEV/EV Curriculum Integration:

- Support the integration of validated HEV/EV competencies into existing Grade 11–12 automotive curricula, including Mechanical, Electrical, and Mechatronics programmes.
- Strengthen the relevance and practical application of MoEHE automotive curricula through integrated HEV/EV learning content, competency-based approaches, the Complex Task Approach, Work-Based Learning, appropriate assessment methods, and adaptation to varying school infrastructure.

Specific Objective 4: Capacity Building, Validation, and Finalisation

- Build the capacity of relevant MoL trainers and MoEHE teachers/trainers to effectively deliver the updated HEV/EV, new EV, and integrated HEV/EV curriculum content.
- Ensure that all curricula, training packages, assessment approaches, and implementation requirements are technically reviewed, validated with relevant public and private stakeholders, finalised, and ready for implementation.

2.3. Scope of Work (SoW)

2.3.1. Phase 1 – Occupational Competency Framework Development (Common for MoL & MoEHE)

The Consultant shall develop and validate a unified occupational competency framework for HEV/EV technologies that will serve as the foundation for all subsequent curriculum development, curriculum updating, integration, training package development, and assessment activities.

The Consultant shall:

- Review relevant existing documentation, including the 2019 Hybrid Vehicle Maintenance curriculum, existing MoEHE automotive curricula, available occupational references, relevant national TVET frameworks, and any previous HEV/EV-related materials.
- Conduct occupational analysis and stakeholder mapping with relevant public and private sector actors, including MoL training centres, MoEHE curriculum departments, vocational schools, automotive service providers, private garages using hybrid/EV technologies, EV/hybrid technology specialists, private training providers, trainers, teachers, and other labour-market representatives.
- Define the relevant occupational profiles, key functions, work tasks, and competency requirements for Hybrid and Electric Vehicle technicians, ensuring alignment with labour market needs and emerging technological developments.
- Develop a structured HEV/EV occupational competency framework, including competency units, performance criteria, required knowledge, skills, and attitudes.
- Integrate occupational health and safety requirements within the competency framework, with particular emphasis on high-voltage safety, PPE, safe workshop practices, emergency procedures, and safe handling of HEV/EV systems and components.
- Integrate relevant environmental management standards within the competency framework, including battery life cycle and end-of-life management, hazardous waste handling, responsible disposal of EV/HEV components, and green garage/workshop principles.
- Ensure alignment of the competency framework with existing and planned training infrastructure, including available equipment, Hybrid laboratories, planned EV laboratories, and workshop safety requirements.
- Validate the competency framework with MoL, MoEHE, TVET institutions, trainers/teachers, and relevant private-sector representatives.
- Map the validated competency framework for dual application, ensuring that it can support both MoL standalone training programmes and MoEHE integrated Grade 11–12 automotive curricula.

2.3.2. Phase 2 – Ministry of Labour (MoL)

The Consultant shall update and develop two standalone training programmes under MoL: the updated Hybrid Vehicle Maintenance curriculum and the new Electric Vehicle Maintenance curriculum. Each programme shall be designed as a 200-hour competency-based programme aligned with the Vocational Diploma – Skilled Level and the validated HEV/EV occupational competency framework.

The consultant shall:

- Review the existing 2019 Hybrid Vehicle Maintenance curriculum and identify required updates in relation to current technologies, labour market needs, high-voltage safety requirements, environmental standards, available equipment, and the validated competency framework.
- Update and restructure the Hybrid Vehicle Maintenance curriculum as a competency-based programme using the Complex Task Approach, ensuring that learning is structured around integrated occupational tasks, practical performance, and workplace-relevant competencies.
- Develop a new standalone Electric Vehicle Maintenance curriculum of 200 training hours, aligned with current EV technologies, industry requirements, labour market needs, high-voltage safety requirements, environmental considerations, and the validated competency framework.
- Design the structure and delivery model of both MoL programmes, ensuring an appropriate balance of 30–40% theoretical training and 60–70% practical training.
- Integrate Work-Based Learning into the programme structure, including workplace-relevant tasks, practical assignments, trainee logbooks, employer/supervisor guidance, and workplace monitoring & assessment tools where applicable.
- Develop complete training packages for both programmes, including curriculum documents, competency matrices, module descriptors, trainer guides, trainee manuals, training materials, practical task sheets, and assessment tools.
- Ensure that all training materials address different learning styles and promote inclusive and accessible learning for all trainees.
- Develop assessment systems and final examination packages aligned with MoL requirements, including theoretical assessment tools, practical assessment tools, rubrics, practical observation checklists, competency-based assessment criteria, and final examination specifications.
- Ensure alignment of the curricula and training packages with existing Hybrid laboratories and planned EV laboratories, including coordination with laboratory design and infrastructure teams where relevant.
- Identify required equipment, tools, safety arrangements, and workshop conditions needed for effective delivery of the programmes, and propose alternative delivery approaches where equipment or infrastructure is limited.
- Design and deliver a Training of Trainers programme for relevant MoL trainers, covering curriculum structure, competency-based delivery methods, practical training activities, use of trainer and trainee materials, high-voltage safety, environmental management considerations, and application of theoretical and practical assessment tools.

2.3.3.Phase 3 – Ministry of Education (MoEHE)

The Consultant shall support the integration of HEV/EV technologies into existing MoEHE automotive curricula across Grades 11–12, including Mechanical, Electrical, and Mechatronics programmes.

The Consultant shall:

- Review the existing Grade 11–12 automotive curricula, including Mechanical, Electrical, and Mechatronics programmes, to identify relevant entry points for HEV/EV integration.
- Map validated HEV/EV competencies across existing automotive curricula and identify appropriate integration points within relevant modules, including powertrain, electrical systems, braking systems, control systems, diagnostics, safety, and related practical training areas.
- Develop an HEV/EV curriculum integration map showing how validated competencies will be integrated across Grades 11–12 and across the relevant automotive specializations.
- Develop integrated HEV/EV learning content and training materials aligned with the MoEHE curriculum framework, student progression across Grades 11–12, and the Competency-Based Training approach.
- Design the integrated content using the Complex Task Approach, ensuring comparative learning between Internal Combustion Engine, Hybrid, and Electric Vehicle systems, cross-system application, practical activities, and workplace-relevant competencies.
- Develop adapted training packages for MoEHE, including teacher/trainer guides, student learning materials, presentations, practical activity sheets, assessment tools, and project guidance where applicable.
- Ensure that all materials address different learning styles and promote inclusive and accessible learning for all students.

- Integrate Work-Based Learning in line with the national MoEHE model, including workplace tasks, school-industry arrangements, student logbooks, supervisor guidance, and assessment mechanisms adapted to school capacities.
- Establish assessment approaches aligned with official MoEHE systems, including theoretical and practical assessments, continuous assessment mechanisms, rubrics, practical tasks, and graduation project requirements where applicable.
- Ensure that the integrated HEV/EV content is adaptable to varying school infrastructure and equipment availability and propose practical alternatives for schools with limited resources.
- Design and deliver a Training of Teachers/Trainers programme for relevant MoEHE teachers and trainers, covering the integrated HEV/EV curriculum content, competency-based delivery, Complex Task Approach, practical training activities, inclusive teaching approaches, use of teaching and learning materials, high-voltage safety, and application of assessment tools.

The MoL Curriculum Development Component and the MoEHE Curriculum Integration Component shall be implemented in parallel, while the Common Occupational Competency Framework Component shall be conducted first as a joint foundational component for both ministries.

2.3.4. Phase 4 – Validation and Finalisation

The Consultant shall ensure that all outputs are technically reviewed, validated, finalised, and submitted for approval and/or accreditation by the relevant ministries and competent authorities, in coordination with MoL, MoEHE, relevant public institutions, TVET providers, and private-sector stakeholders.

The Consultant shall:

- Conduct continuous technical review sessions, validation workshops, and stakeholder consultations throughout the assignment, rather than limiting validation to the final stage only.
- Engage relevant stakeholders, including MoL, MoEHE, TVET institutions, trainers, teachers, automotive service providers, private garages using hybrid/EV technologies, EV/hybrid technology specialists, private training providers, and other relevant labour-market representatives.
- Present draft competency frameworks, curricula, training packages, assessment tools, Work-Based Learning arrangements, and implementation requirements for review and validation.
- Systematically document stakeholder feedback and prepare a response-to-comments matrix showing how feedback was addressed or why specific comments were not incorporated.
- Revise and finalise all deliverables to ensure technical accuracy, internal consistency, completeness, feasibility of implementation, and alignment with available and planned training infrastructure and equipment.
- Submit final consolidated outputs and supporting documentation in clear, well-structured, and fully editable formats, including DOCX, XLSX, and PPTX files as applicable.
- Ensure that all final deliverables are submitted in Arabic, with executive summaries and key technical reports submitted in English as required.

2.4. Deliverables

- All deliverables shall be completed, submitted, reviewed, and formally approved by the Ministry of Labour (MoL) and Ministry of Education & Higher Education (MoEHE) within a strict overall timeline. This timeline includes review cycles, validation workshops, and required revisions.
- All curriculum documents, manuals, and training materials shall be submitted in fully editable formats (DOCX, XLSX, PPTX as applicable).
- The Contractor shall provide the following deliverables:

DL	Title	Description
1	Inception Report	Review of existing documentation, including the 2019 MoL Hybrid curriculum, existing MoEHE automotive curricula, available occupational references, relevant national TVET frameworks, and previous HEV/EV-related materials. The report shall include the proposed methodology, work breakdown structure, detailed timeline, parallel implementation plan for MoL and MoEHE tracks, stakeholder consultation plan, validation approach, quality assurance mechanism, risk matrix, and coordination approach with EV laboratory design teams.
2	Occupational Competency Framework Report	A validated competency framework for HEV/EV technologies developed through consultations with relevant public and private sector stakeholders, including occupational profiles, competency units, performance criteria, required knowledge, skills, and attitudes, with clear integration of occupational health and safety, high-voltage safety requirements, and relevant environmental management standards, including battery life cycle and end-of-life management, hazardous waste management, and general green garage/workshop principles. Also include a competency mapping matrix showing the dual application of the framework under MoL standalone programmes and MoEHE integrated Grade 11–12 curricula, as well as alignment with available/planned equipment, laboratories, and workshop safety requirements.
Ministry of Labour		
3	Updated Hybrid Curriculum & Training Package (200 Hours)	Fully revised and updated version of the 2019 Hybrid Vehicle Maintenance curriculum, restructured as a 200-hour competency-based programme using the Complex Task Approach. Includes competency matrix, module descriptors, training hour distribution, Trainer Guide, Trainee Manual, training materials, practical task sheets, Work-Based Learning tools, trainee logbook, assessment tools, rubrics, practical observation checklists, and a complete assessment framework including final examination.
4	Electric Vehicle Curriculum & Training Package (200 Hours)	A newly developed standalone Electric Vehicle Maintenance curriculum of 200 hours, designed as a competency-based programme using the Complex Task Approach and aligned with labour market needs, current EV technologies, high-voltage safety requirements, environmental considerations, and the validated competency framework. Includes competency matrix, module descriptors, structured learning outcomes, training hour distribution, Trainer Guide, Trainee Manual, training materials, practical task sheets, Work-Based Learning tools, trainee logbook, occupational health and safety procedures, equipment and workshop requirements, and a full assessment framework including theoretical and practical assessment tools, rubrics, practical observation checklists, and final examination.
All MoL curricula and training packages shall be validated against existing Hybrid laboratories and planned EV laboratories, ensuring alignment with available equipment, tools, safety requirements, workshop specifications, and high-voltage safety procedures. The Contractor shall include recommendations for minimum equipment requirements, equipment upgrades, and alternative training approaches where resources are limited.		
Ministry of Education & Higher Education (MoEHE)		
5	HEV/EV Curriculum Integration Mapping and Content Development	Mapping of validated HEV/EV competencies across Grade 11–12 Mechanical, Electrical, and Mechatronics automotive curricula, identifying integration points within relevant modules such as powertrain, electrical systems, braking systems, control systems, diagnostics, safety, and practical training areas. Includes HEV/EV curriculum integration map, Grade 11–12 progression map, integrated learning content, practical

		activities, and learning materials aligned with the MoEHE curriculum framework, Competency-Based Training approach, and Complex Task Approach.
6	Training Package for Integrated Curriculum (MoEHE)	A complete training package for the integrated MoEHE HEV/EV curriculum content, including teacher/trainer guides, student learning materials, lesson plans, presentations, practical activity sheets, assessment tools, rubrics, project guidance where applicable, Work-Based Learning tasks, student logbooks, supervisor guidance, and adaptation notes for schools with limited equipment. The package shall be aligned with the competency-based approach, the Complex Task Approach, and the MoEHE curriculum framework.
The integrated MoEHE content and training package shall be validated against available and planned school/laboratory infrastructure, ensuring alignment with equipment availability, safety requirements, and workshop specifications, and including adaptation options for schools with limited resources.		
7	Training of Trainers / Teachers Programme (ToT)	A structured Training of Trainers/Teachers programme delivered to relevant MoL trainers and MoEHE teachers/trainers. The programme may include differentiated sessions for MoL and MoEHE, reflecting the standalone curriculum model under MoL and the integrated curriculum model under MoEHE. The ToT shall cover curriculum structure, competency-based delivery methods, the Complex Task Approach, practical training activities, use of trainer/teacher and trainee/student materials, Work-Based Learning arrangements, occupational health and safety, high-voltage safety, environmental management considerations, inclusive teaching approaches, and application of theoretical and practical assessment tools. The deliverable shall include the ToT agenda, training materials, attendance records, pre/post assessment or participant feedback tools, and a short ToT completion report.
8	Final Review and Submission Package	Final review, consolidation, and submission of all deliverables in approved and fully editable formats (DOCX, XLSX, PPTX), including finalised curricula, training packages, teaching and learning materials, assessment tools, WBL tools, equipment and workshop recommendations, validation records, response-to-comments matrix, ToT completion report, and supporting documents, ensuring completeness, consistency, and readiness for implementation.

All materials shall be submitted as clear, well-structured, practical, and fully editable files, with consistent headings, tables, references, and annexes, to facilitate review, adaptation, formatting, and integration into the official templates used by the Ministry of Labour (MoL) and the Ministry of Education and Higher Education (MoEHE).

All tables shall be editable and shall not be submitted as images, screenshots, or scanned copies. Diagrams, illustrations, figures, photographs, and other visual materials shall be relevant, technically accurate, clearly legible, and provided in high-quality and editable formats.

Priority shall be given to original photographs taken for the assignment, particularly for batteries, tools, diagnostic equipment, personal protective equipment, vehicle components, workshop procedures, and training facilities. Where this is not practical, official high-resolution materials from manufacturers, authorized suppliers, technical manuals, or other reliable sources may be used, provided that they are properly cited and legally cleared for use.

Generic, decorative, low-resolution, watermarked, irrelevant, or technically inaccurate visuals shall not be accepted. All visuals shall serve a clear instructional or technical purpose and accurately represent the equipment, systems, safety practices, and procedures covered by the curricula.

All final deliverables shall be submitted in Arabic. Executive summaries and key technical reports shall also be submitted in English.

All outputs developed under this assignment, including editable source files and supporting materials, shall become the joint property of the Ministry of Labour, the Ministry of Education and Higher Education, and Enabel.

For workshops, validation sessions, and consultation meetings formally agreed under this assignment, Enabel shall cover venue rental and hospitality costs. The Consultant shall remain responsible for technical preparation, facilitation, documentation, and reporting.

2.5. Assignment Timeline and Milestones

The assignment is expected to be completed within a maximum period of 90 working days over an estimated period of five calendar months, including review cycles, validation workshops, and required revisions. The Consultant shall propose a detailed timeline as part of the technical proposal, structured according to the indicative phases below and allowing for iterative review and feedback to ensure quality and alignment.

Phase	DL	Indicative Duration	Key Focus
Phase 1 – Inception & Planning	DL1	10 days	Review of existing documentation and curricula (including the 2019 Hybrid curriculum), refinement of methodology, development of work plan, stakeholder consultation plan, and coordination with EV laboratory design teams. Submit inception report (with timeframe) for review and approval.
Phase 2 – Competency Framework Development	DL2	15 days	Occupational analysis, stakeholder consultations, and development and validation of the HEV/EV competency framework, including competency units, performance criteria, and required knowledge, skills, and attitudes.
Phase 3 – Hybrid Curriculum Update (MoL)	DL3	15 days	Review and modernization of the 2019 Hybrid curriculum, restructuring using the Complex Task Approach, and development of full training package and assessment framework.
Phase 4 – EV Curriculum Development (MoL)	DL4	25 days	Design and development of the standalone EV curriculum (200 hours), aligned with the competency framework, including full training package, safety integration, and assessment tools.
Phase 5 – MoEHE Curriculum Integration	DL5–DL6	40 days in parallel with DL3 and DL4	Mapping of HEV/EV competencies across automotive streams and development of integrated curriculum content, training materials, and assessment tools aligned with the MoEHE framework.

Phase 6- ToT Programme	DL7	15 days	Delivery of ToT programme for relevant MoL trainers and MoEHE teachers/trainers on the updated, new, and integrated HEV/EV curricula.
Phase 7 – Final Review and Submission	DL8	10 days	Final review, consolidation, and submission of all deliverables in approved and editable formats.

3. Tenderer Qualifications and Experience

Key Expert 1 – Lead Curriculum & Automotive Expert

Minimum Qualifications:

- Bachelor's degree in Automotive Engineering, Mechanical Engineering, Electrical Engineering, or a related field (Master's degree is an asset).
- At least 7 years of professional experience in the automotive sector and/or TVET.
- Minimum 5 years of proven experience in curriculum development within Technical and Vocational Education and Training (TVET).
- Experience in curriculum development and delivery of Training of Trainers/Teachers (ToT) for secondary vocational education, particularly Grades 11–12 or school-based TVET programmes, is an asset.
- Demonstrated experience in developing competency-based training programs.
- Strong knowledge of Complex Task Approach or similar task-based approaches.
- Experience in designing full training packages (trainer guide, trainee manual, assessment tools).
- Experience in developing theoretical and practical assessment frameworks.
- Knowledge of Hybrid vehicle systems.
- Experience working with public institutions or governmental bodies is an asset.
- Strong analytical and structuring skills.
- Excellent report writing skills.
- Fluency in Arabic.

Key Expert 2 – Electric Vehicle & High-Voltage Systems Expert

Minimum Qualifications:

- Bachelor's degree in Electrical Engineering, Automotive Engineering, Mechatronics Engineering, or a related field.
- At least 5 years of hands-on professional experience in Electric Vehicle systems, high-voltage automotive systems, or advanced automotive diagnostics.
- Minimum 3 years of experience in technical training, curriculum development, or capacity building in EV or related technologies.
- Experience in developing safety procedures and training materials related to high-voltage systems.
- Ability to coordinate with laboratory design and infrastructure teams to ensure curriculum alignment with workshop specifications.
- Strong technical documentation skills.
- Ability to translate complex technical content into structured training modules.
- Fluency in Arabic.

The above-listed Key Experts represent the minimum mandatory key personnel. Given the volume of work and the parallel implementation of DL3–DL4 and DL5–DL6, the tenderer shall provide adequate additional technical and support personnel to ensure the timely and high-quality completion of all deliverables. The proposed team shall include, as required, complementary expertise in secondary TVET curriculum integration, competency-

based assessment, Work-Based Learning, training materials development, and technical review of automotive/HEV/EV content.

6 SELECTION FILE

TECHNICAL AND PROFESSIONAL APTITUDE

1. SUBCONTRACTING

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

2. SELECTION CRITERIA

No qualitative selection criteria are applied to this contract.

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
- (b) List of subcontractors (see clause 2 of chapter 8 Forms);
- (c) Tender form - Prices (clause 3 of chapter 8 Forms)
- (d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);
- (e) All documents demanded in 6 Selection file (see clause 12 of chapter 3 Award Procedure);
- (f) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
- (g) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 12 of chapter 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;
- (h) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (i) 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);
- (j) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

1. IDENTIFICATION FORM



Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

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

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

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

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

3. TENDER FORM - PRICES

The prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

PRICES ²				
Description	Unit	Quantity	Unit price in euros	Total price in euros exclusive of VAT
Consultancy for Updating and Developing TVET HEV/EV Curricula for the Ministry of Labour and the Ministry of Education and Higher Education"	Lump sum			
Total amount				
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 companies: prices given are exclusive of VAT. In case of individual: to ensure payment of taxes the consultant will bring a certificate for deduction from source, failing to do so, a percentage (according to the applicable Palestinian law) from the total payment will be deducted and paid directly to tax authorities by Enabel. Individual Consultants registered in Israel, 25% will be deducted at payment unless they provide a deduction at source certificate. For international service providers (i.e., not resident for tax purposes in Palestine), the local taxation system applies, including a deduction of 10% withholding tax from the total awarded amount excluding VAT. This amount will be withheld at source at the time of payment of the invoice.				

Note: The working days allocated to DL5 and DL6 overlap with the implementation periods of DL3 and DL4. Therefore, the quantities indicated above shall not be interpreted as consecutive calendar or performance days. The overall contractual performance period remains a maximum of 90 working days over five calendar months

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

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

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

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

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

Regarding conflict of interest:

Please tick the applicable box

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

or

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

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

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

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

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

5. INTEGRITY STATEMENT OF THE TENDERERS

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

Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.

The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

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

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.

Any failure to comply with one or more of the deontological clauses will lead to the exclusion of the contractor from this and other public contracts for Enabel.

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

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

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