



TENDER SPECIFICATIONS

Public service contract for “**Consultancy service for Design and Supervision of Eight Schools in East Jerusalem**”

Reference №: **PSE24001-10024**

Country: **Palestine**

Direct Negotiated Procedure with Prior Publication

<i>Deadline for requesting clarifications:</i>	Until the tenth day before the deadline for submission of tenders
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<i>Site visit is organized:</i>	Yes , for details see clause 4 of chapter 3 Award Procedure
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<i>Deadline for submission of tenders:</i>	01 September 2026 at 15:00PM (Palestine-OPT)
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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

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

Name	Position
Heidi De Pauw	Country Director

- 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 Karmel Al Salqan, Contract Support Manager (clause 3 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

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

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

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

3. APPLICABLE LAW AND COMPETENT COURTS

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.
- 3.2. In case of court action, correspondence must (also) be sent to the following address:
Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium
- 3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a service contract for provision of: Consultancy service for Design and Supervision of Eight Schools in East Jerusalem.

LOTS

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

Lot N°	Lot title	Lot description
1	Lot 1: Design and supervision of four schools in the Old city, Wadi Al-Joz and Beit Hanina.	- Item 1 – Design and preparation of tender documents. - Item 2 – Works supervision and management.
2	Lot 2: Design and supervision of four schools in Sheikh Jarrah, Al-Toor and Beit Hanina.	- Item 1 – Design and preparation of tender documents. - Item 2 – Works supervision and management.

- 1.6. The tenderer **MAY NOT** offer discounts or better conditions in their tender if these lots are awarded to them.

2. ITEMS

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

3. DURATION OF LOT 1

- 1.1. This lot starts **upon award notification**.
- 1.2. **Item 1 – Design and preparation of tender documents:** 84 (eighty-four) calendar days, excluding the review and approval periods of the Contracting Authority.
- 1.3. **Item 2 – Works supervision and management:** The duration is estimated and shall be as specified in the Tender Form – Prices.
- 3.1. This lot **MAY NOT** be renewed.

4. DURATION OF LOT 2

- 1.4. This lot starts **upon award notification** and ends **upon completion of performance** (clause 15 of chapter 4 Special Contractual Provisions).
- 1.5. **Item 1 – Design and preparation of tender documents:** 84 (eighty-four) calendar days, excluding the review and approval periods of the Contracting Authority.
- 1.6. **Item 2 – Works supervision and management:** The duration is estimated and shall be as specified in the Tender Form – Prices.
- 4.1. This lot **MAY NOT** be renewed.

5. VARIANTS

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

6. OPTIONS

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

7. BLOCKS

- 7.1. This public contract is divided into **1 fixed block** and **1 conditional block**.
- 7.2. The conclusion of this public contract encompasses the entirety of the contract but commits the contracting authority only to the fixed block.
- 7.3. The performance of the conditional block is contingent upon a decision made by the contracting authority. Such decisions will be communicated to the successful tenderer through a letter signed by the contracting authority.
- 7.4. The performance of the conditional block may not change the global nature of the contract.
- 7.5. The fixed block consists of:

Lot 1. The public contract's minimum quantities (first item, fixed block) are mentioned under part 5 "Terms of reference". Without prejudice to the possibility for the Contracting Authority to not to award certain lots or sub-lots, and to terminate the contract if the services performed do not meet the requirements imposed or if they are not performed by the deadlines asked, by concluding this contract (at awarding) the service provider acquires the right to perform these quantities.

Only the item 1 (Design and preparation of tender documents) is determined. During the contract period and in function of the evolution of the needs, the Contracting Authority will be able to commit for additional orders for item 2 of each lot (Works supervision and management). Such commitment will be made by registered letter and will be for the above-mentioned quantities at least. The Contracting Authority reserves the right to commit to the supervision of the works in certain spaces only or not to order the item 2 of certain or all lots.

- 7.6. The conditional block consists of:
 - 1) Lot 2. Supervision of the works

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8. QUANTITIES

- 8.1. Quantities will be determined in order forms.
 - 8.2. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.
 - 8.3. The presumed quantities indicated in the price form (clause 3 of chapter 8 Forms) are given per lot for information purposes only. The contracting authority does not commit in any way as to quantities that will actually be ordered under this public contract.
1. The public contract's minimum quantities (first item, fixed block) are mentioned under part 5 "Terms of reference", p.27. Without prejudice to the possibility for the Contracting Authority to not to award certain lots or sub-lots, and to terminate the contract if the services performed do not meet the requirements imposed or if they are not performed by the deadlines asked, by concluding this contract (at awarding) the service provider acquires the right to perform these quantities.
 2. Only the item 1 (Design and preparation of tender documents) is determined. During the contract period and in function of the evolution of the needs, the Contracting Authority will be able to commit for additional orders for item 2 of each lot (Works supervision and management). Such commitment will be made by registered letter and will be for the above-mentioned quantities at least. The Contracting Authority reserves the right to commit to the supervision of the works in certain spaces only or not to order the item 2 of certain or all lots.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Direct Negotiated Procedure with Prior Publication pursuant to Article 41, § 1, °1 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

- 2.1. The following official platform:
(a) The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)
- 2.2. The following platforms:
 - (a) Website of Enabel (www.enabel.be);
 - (b) Website of the OECD (Organisation for Economic Co-operation and Development);
 - (c) www.jobs.ps.

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Karmel Al Salqan

Contract Support Manager

karmel.alsalqan@enabel.be

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

3.2. Requesting clarifications

Prospective tenderers have until the **tenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (karmel.alsalqan@enabel.be), and will be answered in the order received.

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

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

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

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

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned under clause 3.1 and requests information on any modifications or additional information.

4. SITE VISIT

A site visit is planned prior to the submission of tenders. Participation in the site visit is **optional**.

Date	School Name	Time	Lots	GPS location	Address
Wednesday 19th of August, 2026	Rawdat Al-Zuhour	9:00-9:30	2	31.7895, 35.2304	Sheikh Jarrah
	Al-Rawdah Al-Haditha	9:40-10:10		31.7931, 35.2290	
	Al-Mahaba wal Iman	10:30-11:00		31.7802, 35.2452	Al-Toor
	Al-Nithamiyah Secondary	11:20-12:00		31.8267, 35.2272	Beit Hanina
Thursday 20th of August, 2026	Al-Shabbat Al-Shameleh	9:00-9:30	1	31.7895, 35.2406	Wadi Al-Joz
	Al-Haram Al-Shareef schools (Riyad Al-Aqsa)	9:50-10:10		31.7812, 35.2330	Old City
		10:15-10:35		31.7816, 35.2332	
		10:45-11:00		31.7812, 35.2353	
	Dia' Al-Quds	11:10-11:30		31.7823, 35.2358	
	Al-Hasad	12:00-12:20		31.8257, 35.225	Beit Hanina

Transportation: interested tenderers need to ensure their transportation to the schools by their own means.

Participation is optional but highly recommended. Participation in the site visit is optional.

The tenderer is supposed to submit his/her tender after reading and taking into account any corrections made to the contract notice or the tender documents that are published at the above-mentioned **website** and/or sent to him/her by electronic mail.

To do so, when tenderers have downloaded the tender documents, they are requested to contact the above-mentioned official, to express their interest in participating in the tender, to provide Enabel with their contact details and to be informed of possible changes or additional information. Tenderers who have downloaded the tender documents are also advised to consult Enabel website (www.enabel.be).

The tenderer is required to report immediately any gap, error or omission in the tender documents that precludes him/her from establishing his/her price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

No additional information beyond what is already specified in these tender specifications will be provided during the visit. Any potential observations regarding access, location of the premises, or other aspects must be communicated according to clause 3.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

5. 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.

6. DATA TO BE INCLUDED IN THE TENDER

- 6.1. 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.
- 6.2. The tender and all annexes to the tender form must be drawn up in:
 - (a) English.
- 6.3. 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.
- 6.4. 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.
- 6.5. The tenderer must use the tender forms provided in the annex:

- Identification form (clause 1 of chapter 8 Forms);
- List of subcontractors (clause 2 of chapter 8 Forms);
- Tender form - Prices (clause 3 of chapter 8 Forms)
- Declaration on honour - Exclusion grounds (clause 6 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.

- 6.6. The tenderer also attaches the following to his tender:

- (a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);

- **A list of at least three similar consultancy contracts completed during the past three years**, using the template provided in the Selection File and indicating the contract value, completion date and contracting authority;
- **Supporting evidence for the similar contracts listed**, such as completion certificates or client-issued certificates confirming satisfactory performance;
- **The list of proposed experts for each lot**, using the form provided in the tender specifications;
- **The CV of each proposed expert**, clearly demonstrating the qualifications and relevant professional experience required under the award criteria;
- **Copies of the educational degrees and professional certificates of the proposed experts**;
- **Copies of valid Jerusalem IDs for the proposed staff, where required under the tender specifications.**

- (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

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- (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 6.7. 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 6 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.
- 6.8. 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.
- 6.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

7. TENDER CURRENCY

All prices given in the tender form must obligatorily be quoted in **uro**.

8. DETERMINATION OF PRICES

- 8.1. This contract is a mixed contract, in which some items are lump-sum (for which a flat rate price covers the whole performance of the services under that item) and others are based on a schedule-of-price (for which only the unit prices are lump-sum and will be paid according to actual implemented quantities). The total price will be calculated by adding together the various prices of all items.
- 8.2. Lot 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.
- 8.3. Lot 2 : This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

the global price is based on the estimated required months quantities. the service provider will be paid according to the actual quantities (months) ordered and implemented, until the date of the provisional acceptance of the works. In case the service provider needs to be paid partially for the quantity (months) the service provided will be paid on the actual percentage of the quantity.
- 8.4. 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.

9. ELEMENTS INCLUDED IN THE PRICE

- 9.1. The tenderer is to include in his unit and global prices any charges and taxes generally applied to services according to the applicable tax legislation of Palestine, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable. As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Palestine, the attention of tenderers who are non-tax residents of Palestine is drawn to the tax on the profits of non-residents (25% (Israel) or 10% (West Bank and Gaza)) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Palestine. The 25% (Israel) or 10% (West Bank and Gaza) non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.
- 9.2. The unit and global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
- (a) Administrative management and secretariat services;
 - (b) Travel, transportation, and insurance;
 - (c) Documentation related to the services;
 - (d) Delivery of documents or records associated with the performance of the contract;
 - (e) Packaging;
 - (f) Training required for operation;
 - (g) Where applicable, the measures imposed by occupational safety and worker health legislation;
 - (h) Customs and excise duties for equipment and products used.
 - (i) Acceptance costs.
- 9.3. All relevant costs must be factored into the prices for this public contract.
- 9.4. Fees, per diems, salaries, travel costs including parking costs or fines in Jerusalem and Jerusalem suburbs, insurance costs, security costs, magnetic cards / permits costs, communication costs (including phone calls and the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the Contracting Authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the acceptance costs, all costs, staff, equipment and material expenses needed to perform the present contract (see table below), the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and costs for any possible intellectual property rights.
- 9.5. The cost of attending the information meeting and site visits and contributing to reply to the questions of potential tenderers during the procurement phase are deemed included in the unit prices of item 1 (design).
- 9.6. The cost of attending the pre-construction meeting is deemed included in the unit prices of item 2 (supervision and management).
- 9.7. The cost of checking the snag list and reviewing the final payment of the contractors is included in the unit prices of the monthly instalment for supervision. No additional payment will be made for such visit and review, even if it takes place after the provisional acceptance of the works.
- 9.8. The cost of the supervision during the defects liability period is also deemed included in the unit prices of the monthly progress payments of supervision. No additional payment will be made for this period.
- 9.9. In case the contract is extended, the prices mentioned in the contract apply.

SECTION (C) - SUBMISSION OF TENDERS

10. SUBMISSION OF TENDERS

- 10.1. Without prejudice to any variants, the tenderer may only submit one tender per lot.
- 10.2. *Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement.*

The nature of this public contract is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal "e-Procurement" platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network.

In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.

- 1.7. The tenderer submits their tender as follows:
- 1.8. **The tender must be submitted exclusively by email to: procurement.pse@enabel.be, no later than 01 September 2026 at 15:00 (Palestine time).**
- 10.3. The subject line of the email must state **PSE24001-10024 – Consultancy Service for Design and Supervision of Eight Schools in East Jerusalem**
- 10.4. The tender and all required supporting documents must be attached to the email in PDF format.
- 10.5. If the tender is submitted through more than one email due to the size of the attachments, each email must clearly indicate the reference number and the sequence of the email (for example: **Email 1 of 3, Email 2 of 3, etc.**).
- 10.6. The date and time at which the complete tender is received in the abovementioned mailbox shall be considered the official submission date and time. Tenders received after the deadline will not be considered.
- 1.9. Tender signature
- 10.7. **The tender and all accompanying documents must be numbered and signed (original hand-written signature) by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.
- 10.8. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 10.9. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 11.1. Tenders must be in the possession of the contracting authority before **01 September 2026 at 15:00PM (Palestine-OPT)**.

- 11.2. The tender opening session will take place behind closed doors at the address given under clause 10 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 6 of chapter 8 Forms).
- 12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 1.10. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.

- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.
- 13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
- (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria and the minimum requirements 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
Qualification and experience of experts proposed	60	Team Leader 15 points Architect 10 points Site engineer (s) 10 points Electrical Engineer 15 points Mechanical/plumbing Engineer 10 points
Price	40	$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 40$ $\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 40$

Commented [FS5]: Better replaced with a formula because its not clear

- 15.2. Interested tenderers need to have experience in heritage building conservation and school rehabilitation projects.
- 1.11. Interested tenderers should be based and registered in Jerusalem and all staff should have Jerusalem ID during the design and supervision phases.
- 1.12. Except for the site Engineer, all staff need to be the same in design and supervision phase.
- 15.3. 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

- 1.13. Each lot of this public contract will be awarded to the tenderer who has submitted the most **economically advantageous** tender for the lot in question.
- 16.1. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.
- 16.2. The contracting authority also reserves the right to award only certain lots and may decide that the remaining lot(s) will be subject to one or more new contracts, if necessary through a different award procedure in accordance with Article 58, § 1, third paragraph of the Law of 17 June 2016 on public procurement.

17. CONCLUDING THE CONTRACT

- 17.1. 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

This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.

These tender specifications derogate from the following Article of the "GIR":

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

SECTION (A) - GENERAL

1. USE OF ELECTRONIC MEANS (ART. 10)

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

2. MANAGING OFFICIAL (ART. 11)

- 2.1. The managing official for this public contract is **Ms. Muna Hidmi, RISE II Project manager**, email: muna.hidmi@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 2.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 2.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 2.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.
- 2.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

3. CONFIDENTIALITY (ART. 18)

- 3.1. 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.
- 3.2. 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.

4. PROTECTION OF PERSONAL DATA

4.1. Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for the tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.2. Processing of personal data by the service provider

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

For any processing of personal data carried out in connection with this public contract, the service provider is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

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

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 5.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 5.2. Unless otherwise specified in the procurement documents and without prejudice to clause 5.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 5.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.
- 5.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

6.1. Scope and amount (Art. 25)

The performance bond is a requirement for this public contract and is set at **5%** of the total value of each lot, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

The performance bond is set per block to be performed.

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

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

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

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

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

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

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

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

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

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

6.5. Proof of deposit (Art. 27)

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

- (a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;
- (b) A debit notice from the credit institution or insurance company;
- (c) An deposit certificate issued by the State Cashier or a similar public institution;

- (d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
- (e) The original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

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

6.6. Release of bond

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

One half will be released after provisional acceptance of the entire contract, the other half after final acceptance.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. CONFORMITY OF PERFORMANCE (ART. 34)

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

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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

8.1. Scope

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

8.2. Nature of the amendment

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

8.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider's subcontractor(s) already involved in the performance of the contract.

To this end, the contracting authority shall contact the subcontractor(s) or his (their)

representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

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

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

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

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

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

If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

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

Price revisions are not allowed under this contract.

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

- 10.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 10.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.
- 10.3. When activities are suspended, based on this clause 10.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 10.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
 - (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 - (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
 - (c) The suspension occurs during the contract's performance period.

11. UNFORESEEABLE CIRCUMSTANCES

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

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

- 12.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 12.2. Such price revision is only possible if both the following conditions apply:
 - (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 12.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

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

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

SECTION (F) - PERFORMANCE MODALITIES

14. ORDER FORMS (ART. 146)

- 14.1. A conditional block can only be performed after an order form to that effect has been transmitted via a letter signed by the contracting authority.

15. DEADLINES AND TERMS FOR LOT 1 (ART. 147)

The service provider must complete the services within **84 working days**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

16. DEADLINES AND TERMS FOR LOT 2 (ART. 147)

The service provider must complete the services within a period expressed in **calendar days**, which the tenderer must propose and indicate in their tender, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

17. PLACE OF PERFORMANCE (ART. 149)

1. The services must be performed at the following address:
 - For the survey and the site supervision: in the relevant schools
 - For the design: in the service provider's premises;
 - For the presentation of deliverables: at Enabel's offices in Jerusalem

Design phase

The design services must be executed in accordance with the schedule below and must be completed within the mentioned durations (**total 84 calendar days, excluding review periods**) from the day following the date of dispatch of the contract award notification letter, which will contain a first commencement order. These days are not including the review periods.

This phase is organized in four sub-phases, each leading to a deliverable, followed by a period of review and comments by the Contracting Authority and a new commencement order.

#	Step / sub-phase	Start (triggered by)	End (output)	Responsible	Duration (calendar days)
1	Sub-phase 1: Program analysis	Commencement order #1	Deliverable #1	Service provider	21
2	Review of program analysis	Submission of deliverable #1	Commencement order #2	Contracting Authority	
3	Sub-phase 2: Preliminary design	Commencement order #2	Deliverable #2	Service provider	21
4	Review of preliminary design	Submission of deliverable #2	Commencement order #3	Contracting Authority	
5	Sub-phase 3: Detailed design	Commencement order #3	Deliverable #3	Service provider	21
6	Review of draft detailed design	Submission of deliverable #3	Commencement order #4	Contracting Authority	
7	Sub-phase 4: Final detailed design	Commencement order #4	Deliverable #4	Service provider	21

The order form is addressed to the service provider by scanned letter attached to an email.

Any further correspondence pertaining to the order form (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the order form is received after the period of two calendar days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it shall communicate to him in writing which extension of the period is accepted.

When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the ordering service about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the services provider shall ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.

Any delay in steps #2, #4 and #6 above by the Contracting Authority will extend the total duration of the design phase by the same number of days. Such extension of time will not be considered as delay by the Contracting Authority under any penalty clause contained in the contract between the Contracting Authority and the Service provider. The Service provider shall not claim any additional expenses for the delay in #2, #4 and #6 as the time required by the Contracting Authority to review and comment is considered as minimums.

In case of delay in submittals by the Consultant, the Contracting Authority will impose a liquidated damage as stated in **Error! Reference source not found. "Error! Reference source not found.", p. Error! Bookmark not defined.** The Consultant is responsible for justifying any delay in his submittals subject to the approval of the Contracting Authority.

Works supervision and management phase

This period is planned to start immediately after the completion of the design.

The duration of the works will be defined by the service providers during the design phase.

Evaluation of the services performed

If during contract performance irregularities are found, the service provider shall be notified about this immediately by fax or e-mail, which shall be confirmed consequently. The service provider is bound to perform the non-complying services again.

When the services have been performed, the quality and conformity of the services shall be evaluated. A report of this evaluation shall be drawn up. The original copy of this report will be sent to the service provider. Any services that have not been performed correctly or in conformity shall be started again.

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. Provisional Acceptance will occur upon service delivery completion, with final acceptance marking full contract completion after the warranty period expires.
- 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 25).
- 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. GUARANTEE PERIOD (ART. 65)

The warranty period commences on the date on which provisional acceptance is given. It lasts for **1 (one) year**.

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

- 25.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.
- 25.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 25.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Enabel, Belgian Development Agency, Consulate General of Belgium, 5 Baibars Street, Sheikh Jarrah, Jerusalem.**
- 25.4. During the design phase, payment will be made only after final acceptance of the deliverables.
- 25.5. The design price will be paid to the Consultant as a **lump sum** as stated in his financial offer as follows:

Forty (40%) percent of the lump sum design price shall be paid upon the submittal of thesecond deliverable.

Sixty (60%) percent of the lump sum design price will be paid upon the submittal and acceptance of the fourth deliverable.

Ten (10%) sbe retained. This retention will be paid at the commencement of the construction works or six months after the completion of the design works whichever is earlier.

Obligations of the service providers shall continue with the information meeting and site visits during the procurement of the works. The fees of these services are considered to be included in the prices of the Consultants for item 1.

25.6. Payments for Management and Supervision Services

25.7. During the works supervision and management phase, service payments shall be made in monthly instalments (progress payment). The value of the individual instalment shall be considered as the monthly cost of the services.

25.8. Payment will be eligible and start at the date of commencing the construction works. The date of commencement for the Consultant shall be the same commencement date of the construction work issued to the contractor.

25.9. Obligations of the service providers shall continue up to the date of issuing the Final Acceptance Certificates. The fees of these services are considered to be included in the prices of the Service provider.

25.10. The price will be paid as in the service provider's financial proposal, according to each staff rate and until the completion of the construction work. The service provider shall provide monthly timesheets for all staff.

25.11. The Contracting Authority has the right to reduce the number and type of personnel of the Service provider as it is deemed necessary by the Contracting Authority, and the service provider shall accept this reduction of staffing. Personnel and staff members reduced will not be paid by the Contracting Authority. Rates mentioned in the financial offer will be applied in this case. This reduction may and/or may not reduce the obligations of the Service provider.

25.12. In all cases of delay the service provider shall be paid as stated in his financial proposal (Both Costs and Conditions).

25.13. The Consultant shall inform the Contracting Authority in writing as soon as 80% of his prices are becoming due (not necessarily paid). It is the responsibility of the Consultant to inform the Contracting Authority of the date of expiration of his contract at least one month prior to its expiration date and propose any extension.

25.14. **Interim Payments to the Consultants.** Interim payments to the Consultants will be made upon the receipt of the following documents:

25.15. Approved payment certificate and/or updated executed works sheets of the contractor

25.16. Payment request by the Consultants

25.17. Monthly report

25.18. Site meeting minutes

25.19. Deduction at the source certificate

25.20. Formal invoice

25.21. Time sheets of the staff members

25.22. Technical reports for the electrical & mechanical engineers site visits.

25.23. **Final Payment of the Consultants.** The final payment to the Consultants will be made upon the receipt of the following documents:

- Approved final payment certificate of the contractor
- Final payment request by the Consultants
- Declaration of final payment
- Final report
- Provisional Acceptance Certificate

- Site meeting minutes (if applicable)
- Deduction at the source certificate
- Formal invoice
- The maintenance guarantee
- Other requirements requested by the donor

25.24. The final payment of the Consultants will not be paid unless the final payment of the contractor with all supporting documentation, is submitted to the Contracting Authority, checked and approved

25.25. Submitting all updated drawings including VOs and all necessary information for the database.

25.26. Each progress report must include:

- (a) Total quantities to be achieved as per the initial measurements;
- (b) Quantities achieved and recorded in the previous month's progress report;
- (c) Quantities achieved during the current month;
- (d) Total quantities achieved to date;
- (e) Unit prices as per the order;
- (f) Total prices for the quantities achieved during the month for each item.

26. ADVANCE PAYMENTS

1.14. **No advance payment shall be granted under this public contract.**

Commented [KA6]: Do you want to include advance?

Commented [FS7R6]: not applicable

5 TERMS OF REFERENCE

○ Background

Resilience in Schools of East Jerusalem (RISE II) aims to strengthen the resilience of Palestinian communities in East Jerusalem by improving access to quality, inclusive education and enhancing social well-being. The project is funded by the European Union and implemented by Enabel.

Under Output A.1: "Students' and teachers' well-being, safety, and teaching and learning are enhanced through improved school infrastructure," the intervention specifically addresses the challenges associated with substandard school facilities. This output focuses on the design and implementation of rehabilitation works, as well as administrative measures that facilitate the improvement of existing school premises, including the regularization of current facilities and the creation of additional classrooms where needed.

The intervention will be implemented in close coordination with the Ministry of Education (MoE) and the Jerusalem Directorate of Education (JDoE). It targets selected schools for comprehensive upgrading, which may include infrastructure rehabilitation, potential expansion, and environmental improvement measures aimed at creating safer, more inclusive, and conducive learning environments.

○ Schools list

No.	School Name	Lot	GPS location of school	Area
1	Al-Haram Al-Shareef (Riyad Al-Aqsa)	1	31.7812, 35.2330	Old City
			31.7816, 35.2332	
			31.7812, 35.2353	Beit Hanina
2	Dia'Al-Quds		31.7823,35.2358	
3	Al-Hasad	2	31.8257, 35.225	Beit Hanina
4	Al-Shabbat Al-Shameleh		31.7895,35.2406	Wadi Al-Joz
5	Rawdat Al-Zuhour		31.7876,35.2305	Sheikh Jarrah
6	Al-Rawdah Al-Haditha		31.7931, 35.2290	
7	Al-Mahaba wal Iman	2	31.7802, 35.2452	Al-Toor
8	Al-Nithamiyah		31.8267, 35.2272	Beit Hanina

○ Assignment Objectives

- General objectives

The objectives of this local consultancy services are:

- 1 To review the viability and the feasibility of these works;
- 2 To assist the Contracting Authority to prepare these works to tender readiness state;
- 3 To design and prepare detailed execution drawings and tender documents for these works;
- 4 To assist the Contracting Authority in the evaluation of tenders received and the selection of contractors to execute the works;
- 5 To ensure that the works are carried out in a timely manner and that the funds are disbursed as planned with no delay;
- 6 To ensure that the project is implemented in accordance with the Donor's rules and guidelines and the conditions of the Agreement signed between the Contracting Authority and the Donor in full coordination with the Jerusalem Directorate of Education (JDoE)

- 7 To ensure that the works are executed according to the engineering plans, specifications, Special and General Conditions of Contract and other contract documents;
- 8 To ensure that the work is well controlled in terms of quality of workmanship, material, etc.;
- 9 To ensure that the cost of work of each individual contract is controlled without exceeding the allocated budget;
- 10 To provide the Contracting Authority with frequent technical and financial reports (monthly, quarterly, final etc.) regarding the progress of the work and the conditions of each individual site, investigate the obstacles and recommend practical remedies;
- 11 To strengthen the contractual and legal relations among the Contracting Authority, the Consultants and the Contractors;
- 12 To ensure that the coordination among and with other parties involved is carried out according to the TOR and the contract conditions of each individual party for the benefit of the project with no contradictions.

- **Special requirements**

This school construction project is funded by the European Union,

For this assignment, the service providers are specifically requested to have an open approach that will simultaneously:

Learn from what exists: most of the time, the existing design and standards are already the result of years of practice in solving empirically identified issues and often represent an equilibrium between diverging forces such as quality and cost. It is therefore not the most efficient approach to try to re-invent the wheel from scratch when some other technicians have already worked on the same issue;

Innovate: the fact that there is no apparent problem or that the end-user has no conscience of the problem is not a reason for not bringing further enhancements to solve issues or just make further progress. Innovation is a must and shall take inspiration from the most up-to-date and state-of-the-art practices at the regional and international level. Innovation in design is also necessary to adapt to the constantly evolving policies of the Contracting Authority.

Carefully adapt any innovative element to the local context: some innovations look great in a context but can reveal disastrous when applied as such in another one. This is true on the international level, but also on the national one: Gaza is not the West Bank, which is not East Jerusalem either. A rural context is not the same as an urban one, and a private school might not be the exactly the same as a public school either. The climate and the cultural context are changing from place to place and all this needs to be taken into account carefully.

In accordance with the expected results of the project, 3 main criteria shall guide the innovations brought in the design of the schools:

1.1.1.1. Child-friendly schools

Schools are not merely “shelters” within which children are “educated” and schooling takes place. Rather – school buildings are an integral part of the educational process itself. Indeed, the quality of the environment created by the architect and all involved engineers will impact on the quality of the education to take place.

A school must be a place where a child feels free and can develop, mature, grow up.

Therefore, the design proposals shall take into account the general recommendations of the UNICEF Child-Friendly Schools manual.

The variety of ages and body sizes within the school will also have to be taken into account in the design of the furniture, taps, sinks, toilets, windows height, stairs, etc. A special focus has to be brought to the physical and psychological needs of children attending the pre-school education (kindergarten), among other the use of child friendly colors and materials in the design of the interior space and furniture.

Disabled access has to be provided as much as possible and spaces should be adapted to allow the use and access to the main facilities like playground, toilets, labs etc.

It is necessary to develop and clearly define for schools both a colour scheme and a materials scheme. All materials of any construction, fitting out and equipment have to be from local or national sources, as a first priority.

In order to avoid any “detention atmosphere” and psychological dysfunction, steel protections in front of the windows of classrooms and other habitable rooms will have to be avoided as far as possible, or rendered as decorative elements. Only rooms, like labs, special rooms, or drinking fountains for example, with a high risk of theft may be protected by highly designed steel guards.

All designs need to focus not only on the quality and atmosphere of interior spaces, but also on the design of high quality external spaces. A well-considered landscaping concept with natural and artificial shading of spaces and appropriate surface runoff water retention areas.

Eco-friendly schools

In view of latest developments it is essential that the design of all school facilities is strongly influenced and determined by the need to achieve improved energy efficiency. This will include both passive and active measures, including technologically appropriate alternative technologies, renewable energies, etc. A main focus will be on the prevention of heat infiltration in summer (using shading devices or trees), heat loss in winter through better air tightness and insulation, solar water heating, rainwater harvesting, reuse of grey water, etc.

Existing vegetation, especially trees, have to be maintained and the vegetation has to be protected during the construction.

The use of local materials shall be privileged and for any imported material, a local alternative shall be at least studied, if not chosen.

Natural and low-footprint materials shall also be given a preference (e.g. natural painting without solvents, etc.).

Low-cost maintenance

The issue of maintenance and **maintenance-friendliness of infrastructure** is of paramount importance in the design of schools and the architect-planner must exert utmost care to develop for schools design details, which will facilitate the maintenance of any given building in the long term.

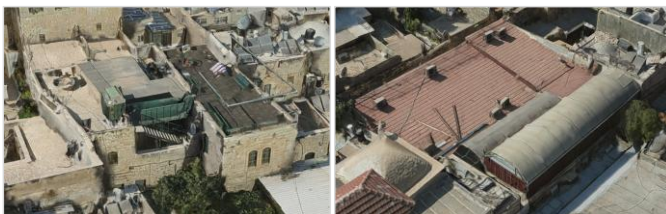
It has been observed that public schools for boys in East Jerusalem are especially prone to damage or vandalism by the students. While this can sometimes be dealt with by the education and awareness raising, this risk has also to be taken into account as a fact during the design and implementation of the works, by combining creative approaches of durable protections and/or psychologically-aware design. For example, it has been studied that in the field of public transports that certain kind of surfaces are more prone to graffiti than others, with successful use of alternative materials.

It is also believed that the participation of the students during the design, or whenever possible even during the implementation, can increase their sense of ownership of the school, reduce the risk of vandalism and globally improve maintenance. Special sessions might be proposed to ensure their participation.

Schools' location, description and proposed intervention

The scope of the works to be designed for each one of the schools is defined below. The scope can further evolve during the meetings with the JDoE and school principals. Needs might also appear during the service provider's inspection of the schools at the beginning of the design (for example: water leakage from a roof, sewage system defects, etc)

- Lot 1A: Al-Haram Al-Shareef (Riyad Al-Aqsa)



School description:

The school consists of 3 branches, all of which are heritage buildings. The first 2 are the basic co-ed school and the girls secondary school located in Haret Al-Saadiyah. The third branch, the boys middle school is located in Bab Hutta.

Proposed Interventions:

- Carrying out painting and humidity treatment works.
- Improving ventilation systems.
- Relocating and optimizing educational spaces (computer lab and teachers room in the basic and secondary girls' schools).
- Replacing deteriorated kitchen cabinets in the basic school.
- Replacing damaged shading structures in the boys school and improving the rainwater drainage system.
- Rehabilitating the sanitary facilities in the boys school and providing a separate teacher toilets for the female staff.

- **Lot 1B: Dia' Al-Quds School**



School description:

The school is a basic co-ed school located in the Old City. It consists of a multi-floor old building. The school was fully rehabilitated in 2021 and requires minimal maintenance works.

Proposed Interventions:

- Removing and replacing the damaged PVC flooring in all corridors.
- Improving drainage systems in the playground and the roofs and redirecting the rainwater discharge over the façade.
- Repairing ceilings and walls affected by humidity and water leakage.
- Reprogramming of the school systems and addition of needed systems

- **Lot 1C: Al-Hasad School – Beit Hanina**



School description:

The school is a secondary co-ed school located in Beit Hanina and consists of multi floor new building and an external toilets unit.

Proposed Interventions:

- Rehabilitating external façades and waterproofing systems.
- Improving roof drainage systems and increasing drainage outlets (depending on budget).
- Installing safe rubber flooring in kindergarten playgrounds (depending on budget).
- Removing and rehabilitating damaged planter areas affecting structural stability.
- Improving irrigation drainage systems.
- Electrical works in the basement floor (depending on budget).

- **Lot 1D: Al-Shabbat Al-Shamelah School**



School description:

The school is a secondary girls school located in Wadi Al-Joz area and consists of a multi floor new building with external playground spaces and a dedicated parking space.

Proposed Interventions:

- Sealing expansion joints and rehabilitating of external stone façades.
- Repairing moisture-affected areas and insulating bathroom floors
- Improving drainage systems in the rear yard between buildings.
- Rehabilitating and paving the emergency exit passage.
- Installation of pressure-reducing valves.
- Maintenance of the existing fire alarm system.

- Replacing the main entrance door.

- **Lot 2A: Rawdat Al-Zuhour School**



School description:

The school is a basic co-ed school located in Wadi Al-Joz area. It consists of an old two floor building and external classrooms and toilet unit.

Proposed Interventions:

- Maintenance of existing toilet partitions and sanitary facilities.
- Maintenance of classroom doors and windows.
- Internal painting works.
- Replacing the kindergarten flooring and improving ventilation in the kindergarten playground.
- Replacing damaged protective steel bars in the administration.
- Installation of an intercom system at the main entrance.
- Structural assessment and waterproofing works near the emergency staircase.

- **Lot 2B: Al-Rawdah Al-Haditha School**



School description:

The school is a secondary girl's school located in Sheikh Jarrah area and includes one large old building and several external additions.

Proposed Interventions:

- Upgrading the electrical capacity.

- Installation of all needed schools systems including but not limited to fire alarm, firefighting, CCTV, public address, etc.
- Full rehabilitation of all external classrooms.
- Maintenance of external toilets.
- Creating a space for the secretary.
- Maintenance of doors and windows.
- Improving playground areas (depending on budget)
- Improving site drainage and connecting sewage systems to municipal networks.
- Treatment of corroded steel elements at the school entrance.
- Structural assessment and stabilization of retaining walls.
- Rehabilitation and relocation of the library.
- Full rehabilitation of the science laboratory including safety improvements.

- **Lot 2C: Al-Mahaba Wal Iman School**



School description:

The school is a basic co-ed school located in Al-Toor area. The school occupies the first floor and an additional room on the ground floor of a heritage building.

Proposed Interventions:

- Improving the waterproofing to prevent water leakage into the building.
- Improving natural and mechanical ventilation in the building.
- Treatment of corroded steel beams.
- Full rehabilitation of the playground including flooring, light shading and equipment.
- Utilization and re-organization of internal spaces to create extra functions and storage.
- Improving internal staircase safety.
- Full rehabilitation of the rooms including walls, floors, doors, and windows.
- Full rehabilitation of toilet facilities and providing separation between boys' and girls' toilets.
- Upgrading the electrical network from single-phase to three-phase.

- Installation of all needed school systems including but not limited to fire alarm, firefighting, CCTV, public address, etc.

- **Lot 2D: Al-Nithamiyah School**



School description:

The school is a secondary girls school located in Beit Hanina and consists of multiple buildings and external additions with several playgrounds.

Proposed Interventions:

- Upgrading the electrical capacity for all school buildings and rehabilitating the electrical panels and installing centralized distribution panels.
- Repairing roofs waterproofing in several buildings.
- Maintenance of the fire alarm and intrusion systems across all buildings.
- Preparation and Installation of air-conditioning systems (depending on the budget).
- Rehabilitation of the library and the science laboratory including safety improvements.
- Full rehabilitation of the kindergarten building.
- Rehabilitation of the school canteen.

○ **Applicable standards**

The Consultants shall prepare the bidding documents in accordance with all applicable codes, standards and regulations, namely:

- Applicable technical standards from the JDoE/MoE:
 - Standards, requirements and specifications of school buildings;
 - Rehabilitation design: principles to be observed in the planning and design of schools;
 - Draft of architectural, mechanical and electrical requirements for the prevention of fire in schools;
- From the Palestinian Engineering Association:
 - Green building guidelines, First Edition, 2013
 - The "Design requirements for the structure according to needs especially for people with disabilities" 2nd edition, 2014
- International publications:
 - Earthquake resistance ACI-code 2002
 - UNESCO guidelines for school design in the oPt
 - UNICEF Child Friendly Schools manual
 - UNESCO Operational Guidelines for the Implementation of the World Heritage Convention 2019.

- Local Israeli standards:
 - Accessibility standards,
 - Local civil defence standards,
 - Specific standards requested by the Israeli Municipality of Jerusalem and “Teken” standards inside Jerusalem.
- **Programming, program analysis and design phase**

Programming. A project scope statement will be supplied by the Contracting Authority. The scope may contain background and justification for the project and the project budget. The service provider may also be provided by a previous assessment.

Donor Funded Projects. This project is funded in full with donor’s funds, which may have specific restrictions. On donor’s funded projects, standards and regulations of the funding agency may supplement or take precedence. The Consultant shall be aware of these restrictions, standards and regulations which will be provided by the Contracting Authority.

1.1.2.2.1 Reconnaissance and Program Analysis Phase

Review and coordinate the data contained in the project scope statement and the available documentation provided, consult with the Contracting Authority when required and visit the project site to obtain a thorough understanding of the existing conditions of the project.

This phase includes meeting with the Directorate of Education of East Jerusalem, the Contracting Authority and the school management.

This phase also includes providing a proposal of list of innovative practices that can be integrated in the school design. These may include new applicable norms and standards (safety, accessibility), materials, shapes and ideas that can make the schools more child-friendly (including a more active learning environment), more environmentally friendly, improve maintenance. Each innovation shall be accompanied by a sketch from the architect and a measurement of potential related indicators (ex. number of square meters of building made accessible to persons with reduced mobility compared to before the intervention, etc).

The Consultants shall gather any additional data that is needed for project design and preparation of tender documents. The Consultants shall confirm that the projects are justifiable and feasible for implementation within the approved budget allocation.

Deliverable #1: Provide a **program analysis report** containing the coordinated project scope supplemented by all other information necessary to form a complete basis for the project design, including a detailed list of interventions with price estimate. This report shall detail all innovations proposed and include several scenarios matching with the global budget of the intervention. (soft copy in editable format and pdf).

- Preliminary design phase

The preliminary design phase consists of the preparation of the preliminary design submittal based on the accepted and modified program analysis phase. Submittal shall illustrate the integration of the project scope statement, of all norms and standards and identified works of the assessment within the reality of the existing building and site elements. Identify materials and specify performance characteristics and quality standards.

Deliverable #2: Requirements for the preliminary design submittal include the followings:

Volume I: Updated program analysis report

Volume II: General and Particular Specifications.

Volume III: Drawings (architectural, structural, mechanical, and electrical) each set of discipline drawings should be separated from each other & Book of Details for the mentioned divisions.

Volume IV: Bills of Quantities: (excel sheet) of the priced BOQ according to template provided by the Contracting Authority (cf. Provided documentation by the Contracting Authority, p.54).

The Consultants shall submit to the Contracting Authority one copy of each of the above-mentioned documents (soft copy in relevant editable formats—.dwg, .xls and .doc—and in pdf format).

The Consultants shall not proceed beyond preliminary design until provided with a written approval of the Contracting Authority which shall include all agreed upon revisions to the preliminary design submittal.

- **Detailed and final design phase**

Deliverable #3: the Consultants shall prepare **detailed final drawings and tender documents** based on the accepted preliminary design submittal, including all agreed upon revisions according to the following numbers and submit them to the Contracting Authority for final review:

Volume I

- General and Particular Specifications.

Volume II

- Drawings: (architectural, structural, mechanical, and electrical) each set of discipline drawings should be separated from each other & Book of Details for the mentioned divisions.
- The colour scheme and concept (3D and sketches to show)

Volume III

- Bills of Quantities: (excel sheet) of the priced BOQ.
- Price analysis report according to the actual labour and materials cost.
- Detailed booklet of quantities (excel sheet).
- Proposed Construction Program for the project.
- Booklet of the engineering calculations. The engineering calculation booklet shall at least include the following:
 - Chapter 1. Policy and method for structural design (if needed);
 - Chapter 2. Design of members;
 - Chapter 3. Mechanical design;
 - Chapter 4. Electrical design.

The Contracting Authority will review all the documents and inform the Consultant in writing, of any comment.

The Consultants shall reflect all the agreed comments with the Contracting Authority on all tender documents, specially the drawings and the Bill of Quantities.

○ **Tender documents phase**

Deliverable #4: after making all corrections and before the reproduction of the final tender documents (TD) to the Contracting Authority, the Consultants shall prepare and submit the corrected final detailed drawings, Bill of Quantities and other tender documents in only one copy, after which the service provider will get the written approval and submit the specified below for the project:

Volume I

- General and Particular Specifications.

Volume II

- Drawings: (architectural, structural, mechanical, and electrical) each set of discipline drawings should be separated from each other & Book of Details for the mentioned divisions.
- The colour scheme and concept (3D and sketches to show)

Volume III

- Bills of Quantities: (excel sheet) of the priced BOQ.

- Price analysis report according to the actual labour and materials cost.
- Detailed booklet of quantities (excel sheet), please note that the measurement sheet must be very accurate according to the drawings and to the method of measurement. The Contracting Authority will refer back to these sheets when the contractor submits the final payment;
- Proposed Construction Program for the project.
- Booklet of the engineering calculations where relevant.

For each volume, the service provider shall submit:

An **Electronic copy** of all the tender documents (in relevant editable formats—.dwg, .xls and .doc—and in non-editable pdf format) shall be submitted by the Consultants.

One printed copy of all above-mentioned documents, dated, sealed and signed by the Consultants according to the following criteria (Approved by, Checked by, Designed by, Drawn by).

The programs used in design should be considered and approved by the Contracting Authority.

The title and all tender information included in the documents (drawings and other volumes) should be obvious and re-writable.

- **Permits**

The Consultant shall prepare engineering drawings and other documents as it may be required for obtaining construction licenses or permits from related authorities and pay all fees required except licensing fees for municipalities, but including application fees, follow up and obtain the license on behalf of the Contracting Authority **before submitting the Tender Documents**. All related documents shall be approved and sealed by the Engineers Association.

One copy of the construction permits and related drawings shall be submitted by the Consultants dated, sealed and stamped properly by the Engineers Association and other related authorities.

- **Proposed Construction Program for the project.**

The service provider shall submit a construction schedule for the project. Schedules may be in bar chart, arrow diagram, other approved format and shall include:

the critical path analysis

the forecasted cash flow on a monthly basis

- **Drawings**

Unless otherwise specifically required by the Contracting Authority, project documentation is to be made in conformity with Ministry of Education and the Donor Standard Documentation.

Drawing sheets size shall be A4 or A3.

Drawings shall be to a high standard and submitted all in original copies (no photocopies.)

No handwriting is to be used.

It should be mentioned that the book of details is attached (if any) in the drawings main cover. A title block shall appear at the bottom right hand side of the drawing is to include:

- The Contracting Authority on the top broad line;;
- The project name and tender number (to be provided by the Contracting Authority).
- The drawing name and number.
- The donors names (to be confirmed by the contracting authority).
- All other necessary information

Note: A template for the drawing sheet frame will be provided by the Contracting Authority (cf. Provided documentation by the Contracting Authority, p.54).

Drawings shall have a serial number stating also the total number of sheets.

All sheets shall contain a graphic scale. Each plan sheet shall indicate north arrow.

Match lines shall be used to identify portions of buildings or site shown on separate sheets. Match lines shall be consistent throughout drawing set.

All floor plans and partial floor plans shall show consistent column grid line indications.

All rooms should have a name (use) and code; for example G2 (ground floor, room #2)

Larger scale plans of special areas such as toilets, special rooms, stairs, kitchen, shall be provided as necessary to show details of the work.

The elevation of the finished floor shall be indicated under the title for each floor level.

All details shown on drawings shall be applicable to the project. Details shall be drawn to scale and may be bound separately.

Designation for sections, details, etc. shall denote detail and sheet number on which it is cut and sheet number on which it is detailed.

Items shown on the drawings that are not a part of contract shall be **labeled as NIC (not in contract)**.

A key plan in the lower right-hand corner of the drawing shall be used to locate a building, a portion of a building or portion of a site in relation to the larger unit.

Electrical and mechanical drawings should be accompanied with a report explaining the conditions and main problems in the existing electrical and mechanical systems.

1.1.3.Architectural drawings (A)

Site Layout (Site Development Plan) (where needed)

- Scale: 1/200
 - Topographic site layout (existing)
 - Proposed and existing building/s
 - Access roads.
 - Parking, entrances etc.
 - Topography – show all new topography, contours, grades and levels.
 - Sport facilities - Basketball, Volleyball, Soccer, gathering yard, etc.
 - Planting, Gardens & Green area.
 - Boundary walls and limits of the contract.
 - Profiles and cross sections for sidewalks and curbs and details of expansion joints.
- Show Full Dimensions.

Architectural Plans Set (for existing and Proposed building and works)

- Floor plans: 1/100 both survey and proposed
- Roof plan: 1/100
- Elevations: 1/100
- Doors Schedule
- Windows Schedule
- Staircase Details and full sections: 1/20
- Full sections
- Detailed plan and interior elevations of toilets
- Furniture plans and details of fixed furniture
- Proposed color scheme of the project.

Architectural Details

- Scales: 1/50, 1/20, 1/10, 1/5
- Flooring
- Toilet Flooring

- Expansion joints
- Doors, Windows, protection rails, hand rails .etc)
- Finishing Works Schedules
- Exterior Works Plans and Details.

All architectural details shall be included in the Book of Details.

- **Structural Drawings (S) (where needed)**

Structural general notes which shall also include governing structural code, design loads, net allowable soil bearing capacity, strength of all structural materials and general details

Plans of foundations and columns and their sections and details.(show overall dimensions, center lines, location of members and offsets and show all columns on grids.

Plans of slabs, stairs, beams, frames and expansion joints and their sections and details.

Schedule (as required) footings, columns, beams girders, slabs, lintels and reinforcement.

Plans for the structural details of the exterior works (retaining walls with grouped sections, boundary walls, reservoirs, tanks .etc). Retaining walls shall be drawn on the site plan showing the height and length of each section

All structural details shall be included in the Book of Details.

- **Mechanical Drawings (M) (where needed)**

Mechanical drawings will include:

- General notes and Legends
- Floor Plan - Plumbing with Riser Diagram (water lines 1/50)
- Floor Plan Plumbing - Waste with Riser Diagram
- Roof Drain Plan
- Exterior Works' Drain Plans. Also showing invert elevation of all sewers, manholes and catch basins, frame and grade elevation of manholes and catch basins.
- Sanitary Details where needed
 - W.C installation Details
 - Lavatory installation Details
 - Floor drain installation Details
 - Clean out Details
 - Laboratories and other special room's details.
- Central Heating Plans and Details (if required).
- Fire system plan
- Ventilation or air conditioning plan
- Details of the gas supply system.
- Drinking fountain and details
- All mechanical details shall be included in the Book of Details.
-

- **Electrical Drawings (E) (where needed)**

Electrical drawings will include:

- General notes & legend at all plans
- Electrical site plan
- Floor plan lighting layout with dimensions.
- Floor plan power layout with dimensions.
- Main and sub-main distribution boards with single line diagram.
- Lighting fixture schedule.
- Wiring devices schedule.
- Earthing system with details.
- Public address system (sound and calling system) layout with distribution diagram.

All electrical details shall be included in the Book of Details.

- **Review of design**

General. The Contracting Authority will schedule design review submittals and/or review meetings required by the Manual. These reviews provide the Contracting Authority with the opportunity to review contract documents and design concepts and make recommendations. The review of these documents by the Contracting Authority does not constitute a complete and exhaustive review. The Contracting Authority reviews the documents for general compliance with the program objectives, design standards and contract requirements. The Contracting Authority's acceptance of these documents does not relieve the Consultants of any of its legal and technical responsibilities.

- **Review Process.**

The Consultants shall submit documents for review as required hereinafter.

Review comments prepared by the Contracting Authority will be provided to the Consultants at or prior to the review meetings. When a meeting is not required, comments will be transmitted to the Consultants by the Contracting Authority representative. All key design staff and the Consultants shall attend the review meeting(s).

The Contracting Authority will, in writing or at the review meeting, provide notice of the acceptance of the review documents or issue instructions regarding required rework. If the required corrections are minor, the Contracting Authority may conditionally accept and authorize the Consultants to proceed to the next review phase.

All Documents are the Property of the Contracting Authority. All documents of any kind which are submitted by the Consultant at any stage of the work are the sole property of the Contracting Authority and the Consultant has NO RIGHT to request them or a copy of them back. In case that the comments of the Contracting Authority are mentioned on the documents submitted by the Consultant, then it is the responsibility of the Consultant to copy these comments.

- **Reporting requirements for the design phase**

The Consultants shall submit to the Contracting Authority a monthly progress reports giving a general statement on the progress achieved, summaries of work performed by each member of the Consultants team and details of problems encountered or expected to be encountered in the execution of the work. Progress reports are to include details of engineering, soil and materials testing reports whenever relevant.

- **Tendering phase**

- **General**

All tender documents require the approval of the Contracting Authority prior to the Consultants printing the documents. Upon approval the Consultants shall sign, seal and date drawings and other documents. Dates shall reflect the most recent state of completion.

The Consultants might be requested to conduct a pre-qualification process for the Contractors. When requested such, the Consultants shall perform this pre-qualification with no additional cost.

Site Visit: The Consultants shall arrange and attend the site visit, record all questions and answers and prepare minutes to be discussed at the pre-bid meeting.

- **Pre-Bid Meeting**

When a pre-bid meeting is scheduled, the Consultants shall prepare for and attend this meeting with all engineers participating in the preparation of the project.

The Consultants shall record the names of individuals, and the names and addresses of their respective firms of all persons in attendance. This list shall be compared with the list of the Tenderers who purchased the tender documents.

The Consultants shall record the minutes of the pre-bid meeting, listing all questions and all responses to those questions and all clarifications and modifications.

The Consultant shall assure that the minutes of the meeting are issued to all Tenderers and all persons attending the pre-bid meeting, but are not to be included as part of any subsequent addendum.

- **Addenda**

The Consultants shall prepare all required addenda

All addenda shall be sequentially numbered and dated.

All addenda, including revised drawings and sections, must be approved by the Contracting Authority prior to the distribution to the Tenderers. The Consultants shall allow sufficient time for the Contracting Authority review and approval.

The drawings shall have the changes clearly noted and identified. Make notation in the revision column of the drawing indicating the change letter, the date of the change, and a brief description of the change.

All changes shall be incorporated into the original drawings. Changes are not to be issued from marked up or copies or additional drawings.

The Consultants shall provide the Contracting Authority with one copy of the drawings and other tender documents which reflects all addenda issued. This copy shall be sealed, signed, dated and marked with "FOR CONSTRUCTION" not later than 2 weeks after pre-bid meeting.

- **Tender Opening and Analysis**

The Consultants shall attend the tender opening for the project unless specifically excused by the Contracting Authority.

The Consultants shall review all unit prices submitted and provide written recommendation or rejection.

The Consultants shall provide assistance to the Contracting Authority to identify the apparent successful Tenderers.

- o **Construction phase**

Contracting Authority Representative: The Consultants shall consult and advise the Contracting Authority and act as the Contracting Authority representative as provided in the tender documents of the construction works and herein the Contracting Authority instructions to the contractors may be issued through the Consultants who shall have authority to act on behalf of the Contracting Authority to the extent provided in this document and the tender documents of the construction tender.

Contract Documents: The Consultants shall review the contract documents specially the drawings & BOQ and shall assure that no contradiction appears between the different tender documents, the service provider shall also revise the quantities to ensure that they are accurate. The service provider shall return back the documents revised and modified with illustration sheet/s within ten (10) days of their handing over the tender documents from the Contracting Authority. The contractor shall not commence the works without the documents stamped and dated "**Issued for Construction**".

- 1.1.4. **Pre-Construction Meeting**

The Consultants shall schedule and arrange a pre-construction meeting before the commencement of the construction works. Attendance is mandatory for the Consultants and the Contractors.

The meeting will be held at the Contracting Authority main offices.

The minimum agenda of the meeting will consist of explanation of construction procedures, certain conditions of contract, pay request application procedures and documentation to be supplied by the contractors and material suppliers in support thereof. The Consultants will also explain requirements for submittal of shop drawings, samples and product data, requests, as built drawings and specific safety/security procedures.

- **Site Handing Over and Commencement of Works:**

The Consultants shall hand over the sites to the Contractors and submit a handing over report to the Contracting Authority signed by all parties

The Consultants shall issue the order to commence the works upon assuring that the Contractor has fulfilled his prior contractual obligations and identify the exact date for starting the works;

Before the start of the works, the service provider will carry out with the Contractor a dilapidation survey supported by high quality photographs to document the state of the site, components, systems. The Contractor will have to highlight any pre-existing defects, wear/tear, deterioration, decay, or modifications as existing onsite.

- **Contractor submittals/Shop Drawings, Product Data, Samples.**

The Consultants shall review and monitor all required submittals for timeliness and conformance with the contract documents and project schedule. The service provider shall review and respond to submittals within 7 calendar days.

Each submittal shall be stamped, dated, and either initialed or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.

The Consultants shall only review those materials and equipment specified in the contract documents. The Consultants shall not make changes in the contract requirements through the review of submittals.

If in reviewing the submittals the Consultants determine that contract changes are required, notify the Contracting Authority and request approval of the required change prior to returning the submittal to the contractor. The submittal shall then be returned to the contractor with the note that a variation (change) order request is contemplated.

No work requiring review of submittals shall be commenced without the Consultants approval. The Consultants shall notify the contractor to cease the work until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.

The Consultants shall be responsible to expedite the reply of the Contracting Authority to any request submitted to it for approval.

Construction Schedule: According to the conditions of contract the contractor shall submit a construction schedule within the time limit specified therein. The service provider shall review and approve the construction schedule for compliance with the contract requirements. Schedules may be in bar chart, arrow diagram, other approved format and shall include the critical path analysis and the time for submitting shop drawings, product data and material samples and the forecasted cash flow.

- **Contractor Payment and Progress/Pay Meeting:**

The contractor shall submit maximum one interim payment application/month which reflects the progress of the work.

The Consultants shall review and certify contractor's applications for payment within one week from the contractor's submittal date to the resident Engineer, any modification to the payment should be sent back to the contractor in a formal manner, the service provider shall maintain records of payments and contract balances and all proposed and approved changes thereto. Reviewing and certification shall be made according to the conditions and terms of the construction contract. After reviewing the Consultants shall seal the payment request with **"We certify that all works mentioned in this payment application have been executed according to the conditions of the contract and up to our satisfaction"** and submit the request to the Contracting Authority.

The Consultants shall insure that the payment request is complete and in compliance with the requirements and procedures of the Contracting Authority and the Donor.

The Consultants shall check all the quantities executed according to the contract and be responsible for their accuracy. When required by the Contracting Authority, the quantities mentioned in the contractor's payment request shall be accompanied with illustrating shop drawings.

Contractor's payment request shall be prepared in one copy and one electronic copy for the quantities calculations.

A progress/Pay meeting may be requested by the Contracting Authority. Attending the meeting shall be mandatory for the Consultants and the contractor. The minimum agenda for the meeting will consist of reviewing contractor's progress, noting projections for work to be completed in the next month and comparing this information to the current approved project construction and submittal schedule, reviewing and reconciling contractor's pay applications and discussing of project problems and solutions and proposed contract changes

All instructions issued by the Consultant to the contractor regarding the inaccuracy, incompleteness and/or noncompliance of the payment request shall be in writing. A copy of these instructions shall be attached to the certified payment requests submitted to the Contracting Authority for payment

If the payment is approved by the service provider and submitted to the Contracting Authority, it is assumed that all necessary corrections and modifications are made. If not, the service provider shall be responsible for these errors and the Contracting Authority will deduct an amount of 50 EURO for each inaccurate submittal by the service provider.

- **Interpretations**

When requested by the Contracting Authority or a contractor, the Consultants shall provide interpretation of the contract documents. The Consultants shall prepare and distribute supplementary drawings, specifications and instructions as necessary to communicate the interpretation. The Consultants shall be responsible to expedite interpretations and clarifications.

- **Variation (Change) Orders**

Specific procedures, general information, and standard forms for preparing and processing construction contract changes or variations might vary from project to project depending on the donor's conditions. The Consultants shall follow up these conditions when issuing variations.

Request for a variation may be initiated either verbally or in writing. Contractor's requests shall be directed to the Consultants who in turn will notify the Contracting Authority of the request. Only the Contracting Authority can authorize the Consultants to prepare a request for variation order.

The Consultants shall prepare a variation order including the following package:

- Drawings
- Items specification and cost
- Cover letter explaining the need for the change.
- Forecast to check that budget may be available.

The Consultants shall review the contractor's proposal for variation orders for completeness and conformance with the V.O. procedures and the contract documents. When the variation orders require additional clarification or additional back-up, the Consultants shall obtain such information from the contractor prior to forwarding the variation order package to The Contracting Authority.

The Consultants shall recommend issuance of a variation order to the Contracting Authority. Recommending issuance shall mean that the Consultants has reviewed all quantities, prices and other data in the contractor's proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.

The Consultants shall be responsible for obtaining the signatures of the contractor prior to forwarding the variation order package to the Contracting Authority.

When requested by the Contracting Authority, the Consultants shall attend the meeting of the Variation Orders Committee to explain and defend any variation orders presented for Committee's approval.

The variation order may be initiated by the Consultants. In this case the procedure explained above shall be followed.

The Consultants shall review time extension requests and make their recommendations within a reasonable time to the Contracting Authority.

No Variation shall be executed without the written approval of the Contracting Authority.

- **Financial Control**

The service provider shall check the accuracy of the quantities of all items before the end of the second month of the project and report to the Contracting Authority. The Consultants shall assure cost control all over the project period;

To keep the records of measurements for the covered works and inform the Contracting Authority in writing of their conformity with quantities mentioned in the BOQ. The Consultant shall call upon the Contracting Authority representative to assure the accuracy of the measurements and installation for the works to be covered before covering them. If attended the Contracting Authority representative, the Consultant shall prepare site meeting minutes to be signed by the contractor, the Consultants and the Contracting Authority representative. The Consultants shall Justify any decrease or increase in the quantities executed comparing to those mentioned in the Bill of Quantities of the tender, stating the reason for this decrease or increase and their locations;

The Consultants shall prepare over-payment/under-payment tables for each item of the BOQ and monthly submit this to the Contracting Authority

The financial calculations of the Consultants shall include all approved variations and those expected.

- **Claims and Disputes**

The Consultants shall record any occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the Contracting Authority.

The Consultants shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. The Consultants shall provide a written response, interpretation and recommendation for resolution to the Contracting Authority. The Contracting Authority will make a final determination on all disputes unless removed to arbitration or the Courts

The Consultants shall provide any technical and legal opinions to the Contracting Authority regarding any disputes or claims which may occur between the Contracting Authority and the contractor and to follow up the arbitration procedures with any arbitration agency or court.

- **Quality Control.**

Observation of the Works. The service provider shall continuously observe and report the progress and quality of the work to determine that the work is proceeding in accordance with the approved construction schedule, and that the materials, finishes and workmanship are in conformance with the contract documents. The Contracting Authority shall be notified immediately if, in the Consultants' opinion, the material, finishes and workmanship does not conform to the contract documents, requires special inspection or testing, or has been disapproved or rejected by the Consultants. The Consultants and the contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise non-conforming work to be incorporated into the project.

Site Meetings. The Team Leader of the Consultants shall make frequent visits to the site every two weeks and whenever needed. The Consultants shall provide the Contracting Authority with a tentative schedule of the proposed site visits at the beginning of the construction works. For more details see reporting obligations herein.

Redesign Works. The Consultants shall perform all checking and redesign works deemed necessary during the implementation of the project such as but not limited to, retaining walls and surface drainage system.

Contractor's Representative and Personnel. The Consultants shall approve the Contractor's representative, superintendents and employees and recommend to the Contracting Authority for approval. The Consultants shall ensure that the contractor has submitted the required "Power of Attorney" for his representative.

Soil Testing prior to Casting of Foundation if needed. When completing the site leveling and excavation works, the Consultants shall call upon the soil investigator, who had already conducted the soil investigation works, to make in-site inspection to insure that (cost included) :

The characteristics of the soil that has been reached are identical to those described in his report and are the same as those recommended for the design of the foundation;

The levels which have been reached are suitable for foundation works and as recommended in the soil investigation report;

To insure that the soil is free of harming materials. In case of observing such materials, chemical tests shall be conducted and suitable practical remedies shall be implemented.

Accuracy of Measurements and Alignments The Consultants shall prepare, verify and approve the accuracy of the measurements per contract, setting out, levels, alignments etc. established by the contractors and their conformity with the contract documents.

Fencing and Safety. The Consultants shall check and approve the fencing works and safety measures at sites and the precautions which have been taken to protect the pedestrian, the adjacent buildings and properties and take necessary actions for corrections when necessary;

Construction Testing where needed:

- The Consultants shall arrange for carrying out and to witnessing the quality tests for the construction materials to be used in the project assure the correctness of the tests, review and evaluate the results of these tests and instruct the contractors to correct any shortcomings.

- The Consultants shall make all necessary inspection visits to the plants and workshops where the materials are produced such as and not limited to carpentry shops, aluminum shops and others to insure that materials delivered for the project are in compliance with the specifications.
- The Consultants shall make visit to the testing laboratories to insure their abilities to perform the required tests.
- The Consultants shall provide the contractors with all design criteria and system design/operation concepts which facilitate performance testing and the Consultants shall witness all these tests and report on the results.

- **Reporting obligations**

Forms. The Consultants shall prepare all the forms to be used during the implementation of the project such as daily report form, monthly report form, variation order form, site meeting form, site visit form, approving forms, inspection forms and other forms and get the approval of the Contracting Authority on these forms. In case that the Contracting Authority has ready standard forms, the Consultants must use these standard forms.

Records The Consultants shall record all the activities of the project including, but not limited to weather condition, nature and location of the work being performed, verbal interpretation and other details.

Monthly Report. The Consultants shall prepare and submit the standard monthly progress reports to the Contracting Authority in English or in Arabic as requested the Contracting Authority. The monthly report shall be submitted to the Contracting Authority not later than 7 calendar days from the end of the reported month. These reports shall consist of, but not limited to the following:

- Photographs demonstrating the progress of the works; videos may be necessary for covered works ex: checking insulation.
- Completed works due;
- Percentage of the completion and general progress of the works, obstacles; comments and recommendations;
- Variation orders issued due;
- Payments due;
- A tentative work schedule and cash flow for the coming months and comparing it to the approved work schedule;
- Tests performed;
- Photographs of Samples tested and approved
- Site visits
- Contractor's personnel and plants.

Site Meeting Reports: Since the Team Leader will be paid on the basis of visits (s)he made to the sites, the Consultants shall submit weekly site meeting report. This report shall, to a minimum, include but not limited to number of the meeting, date, attendees, purpose of the visit, contractors' workforce, progress of the work, items inspected, tests witnessed, observations, problems resolved and solutions suggested. This report shall be submitted to the Contracting Authority not later than one week from the date of the visit. In case of problems which need immediate decisions from the Contracting Authority, the Consultants shall promptly notify the Contracting Authority, follow up and expedite the action.

The Consultants shall be responsible for drafting the minutes of any meeting, take the signatures of all parties concerned and distribute the reports accordingly.

If any report is not submitted on time, the Consultants will not be paid for this activity, i.e if the site meeting report is not submitted on time then the Consultants shall not be paid for this visit.

Final Report: At the end of the project or at the time of termination, if so, the Consultants shall submit the final report within one month from the date of the provisional acceptance. This report shall consist of, but not limited to:

- General Information
- Project Description
- Description of Site
- Type of Construction and Specifications
- Schedule of Interim Payments
- Executed Works and Payments on Account

- Work Schedule, Obstacles and Remarks
- Visits to Site
- Actual Duration of Activities and Remarks
- Materials Approved and Dates
- Quality Control
- Events of the Project and Legal coverage
- Appendix "A": Summary of Approved Variations
- Appendix "B": Events and Correspondence.

Formal Submission The Consultants shall submit all reports and documents of the project to the Contracting Authority in formal

- **Provisional acceptance**

General: The Consultants shall be responsible for certifying the completion of all contracts.

Substantial Completion. It is the condition which occurs the Contracting Authority accepts the certification of the Consultants that the construction is sufficiently completed in accordance with the contract documents such that the project, or a designated portion thereof, may be occupied or utilized for the use for which it was intended.

Provisional Acceptance Inspection Meeting

This meeting shall be set by the Contracting Authority when it is concurred with the Consultants that the project is substantially complete. The Contracting Authority will issue notice of the meeting, and the Consultants shall attend this meeting.

The Consultants shall prepare all documents needed to complete the inspection meeting including all tender documents and an additional set of drawings.

Minimum agenda will consist of the inspection, discussion of the snag list, determination of the completion date and the time of occupancy. The Contracting Authority will also review the requirements for contractor closeout in accord with the contract documents.

Upon completion of the inspection meeting, the Consultants shall prepare the certificate of the provisional acceptance with the completed snag list and forward the package to the contractor and the Contracting Authority.

- **Contractor final payment**

The Consultants shall process and certify the final payment of the contractor including retention only after all items of the contract are completed. The Consultants shall ensure that the final payment request package is complete in accord with the contract prior to forwarding to the Contracting Authority

The Consultants shall obtain from the contractor all guarantees and warranties and check for coverage, start date and duration in accordance with the contract documents.

The Consultants shall expedite the closeout and the final payment of the contractors as they complete their contractual obligations.

The Consultants shall review, verify and approve the As-Built drawings of the contractors. These drawings shall reflect all changes made by variation orders, addenda and clarifications made by the Consultants during construction.

The final quantities of the project shall reflect the As-Built drawings and shall be calculated according to the provisions of the contract.

In case the contractor failed in preparing his final payment within the period mentioned in his contract, the service provider shall prepare it without any additional costs as per the contract.

- **Defect liability period**

During the defect liability period:

- The Consultant shall frequently monitor and inspect the project and/or make inspection upon the request of the Contracting Authority and order the contractor to perform any repair, amendment,

reconstruction, rectification or any other works deemed necessary before issuing the final acceptance certificate.

- The service provider shall arrange frequent visits to the project/s (min. every 3 months and when requested by the school principals) and should, by coordination with the contractor and the relative directorate of education, prepare a report about that visit and submit it to the Contracting Authority.

- **Final acceptance**

Before the end of the defect liability period and before the expiration of the maintenance guarantee, the Consultants shall arrange with the contractors and the Contracting Authority for final inspection meeting. The Consultants shall provide a written report of the inspection to the Contracting Authority and the contractor regarding the final acceptance of the works or corrective measures and actions to be taken by the contractor. The Consultants shall monitor all corrective works under warranties or guarantees, and submit a written report accompanied with a final acceptance certificate stating deductions, if any, from the maintenance guarantee.

- **Personnel specification**

- **Personnel for the design stage**

The following categories of personnel represent the minimal required team to be assigned for the design works by the Consultant as appropriate.

CVs must be submitted for the types of staff that the Consultant might decide to use on this project as follows:

- **Team Leader** (Representative of the Consultant): A full-time registered professional engineer, member of the Consultant's office, civil or architect engineer with more than ten (10) years of postgraduate experience in the design, management and supervision of construction projects. The Team Leader will represent the Consultant and will be responsible for managing the project. The Team Leader's responsibilities start with signing the consulting services contract and continue up to issuing the final acceptance certificate. The Team leader should not be involved in any other project/s in order to be able to follow up his duties in this project properly. Otherwise, the Contracting Authority has the right to reject him/her.
- **Architect**: A full-time registered professional architect or urban planning engineer with more than seven (7) years post graduate experience in design of similar or relevant assignment.
- **Civil engineer**: A registered professional civil engineer with more than five (5) years post graduate experience in design of similar assignment. This position is optional if the team leader is acting as civil engineer.
- **Electrical engineer**: A registered professional electrical engineer with more than seven (7) years post graduate experience.
- **Mechanical engineer**: A registered professional mechanical engineer with more than seven (7) years post graduate experience.

All the above listed full-time personnel shall be solely devoted for the project and the Contracting Authority can freely conduct inspection regarding their devotion.

- **Personnel for management and supervision stage**

The following categories of personnel are to be assigned to the work by the Service provider in accordance with the conditions and qualifications set forth:

- **Team leader**: same as above
- **Architect**: same as above.
- **Mechanical Engineer**: same as above. This engineer will make site visits whenever needed.
- **Electrical Engineer**: same as above. This engineer will make site visits whenever needed.
- **Site engineers**: A full time registered civil engineer with a university degree and more than five (5) years postgraduate experience in design and supervision of construction projects including an experience in at least one similar project.

The Contracting Authority shall deduct an amount of 50 EURO for each non-justified absence day or part of a day from the payment due to service provider. All personnel should have access to Jerusalem.

- **Provided documentation by the Contracting Authority**

The following documents will be made available to tenderers during the information meeting and upon request by email to the contract manager mentioned in **Error! Reference source not found. "Error! Reference source not found.", Error! Reference source not found., p. Error! Bookmark not defined.:**

Lot 2D: Al-Nithamiyeh basic girls school

DWG plans for two buildings

Lot 1B: Dia'Al-Quds coed basic school

DWG plans

Disclaimer: the above-mentioned drawings are only for information and facilitation of the design and should be checked by the consultants during the design.

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. LIST OF THE MAIN SIMILAR SERVICES

In order to be selected for any or both lots of this contract, the tenderer must have **at least three relevant contracts carried out in the past three years** to the highest standard and to the client's full satisfaction, for a minimum values (sum of the values of the consultancy contracts, not the value of the works) of:

For 1 lot		For 2 lots	
Minimum combined in past 3 years in EUR, incl. VAT:	Each contract minimum value shall be, incl. VAT:	Minimum combined in past 3 years in EUR, incl. VAT:	Each contract minimum value shall be, incl. VAT:
30,000 €	10,000 €	60,000	20,000

The tenderer must provide in his/her offer the list of the **main similar consultancy services (min. 3) in the last 3 years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in performing those services. Tenderers are only allowed to present a maximum of 10 contracts, in case of presenting more than the maximum, only the first 10 contracts in the list will be considered. Similar services are the design and supervision of rehabilitation of public heritage buildings and educational buildings in East Jerusalem.

N°	Title	Amount	Completion date	Contracting authority
	Description of the main similar services performed	Amount of consultancy contract (not the works!) and currency		Name and contact of the public or private bodies who contracted the consultancy
1				
2				
3				

Commented [KA8]: @ALJUNEIDI, Jena please make sure that the relevant experience is 3 years not 5

Commented [SF9R8]: the market prospectation was based on 5 years. can we keep 5?

Commented [SF10R8]: i think we might face an unfruitful tender if we put 3

Commented [AK11R8]: for services the limit is 3 , for works it is 5

Commented [FS12]: To be discussed with procurement

Commented [KA13R12]: The previous experience couldn't be more than 3 years

N°	Title	Amount	Completi on date	Contracting authority
	Description of the main similar services performed	Amount of consultancy contract (not the works!) and currency		Name and contact of the public or private bodies who contracted the consultancy
4				
5				
6				
7				
8				
9				
10				

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 and integrity statement – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 6 of chapter 8 Forms);
- (e) All documents demanded in 6 Selection file (see clause 13 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 13 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
- (h) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- (i) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

8 FORMS

1. IDENTIFICATION FORM



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	
DATE <i>DD MM YYYY</i>	SIGNATURE



Identification form Legal person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

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>	

Postal code City, Region/Province Country	
TELEPHONE NUMBER	
E-MAIL	
DATE DD MM YYYY	SIGNATURE OF AUTHORISED REPRESENTATIVE



Identification form Public actor - entity

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

2. LIST OF SUBCONTRACTORS

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

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 - LOT 1

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

Lot n°1 – Item 1: Design works (fixed block)

School Name		Price in Euro	
1	Lot 1A: Al-Haram Al-Shareef		€
2	Lot 1B: Dia'Al-Quds		€
3	Lot 1C: Al-Hasad		€
4	Lot 1D: Al-Shabbat Al-Shameleh		€
TOTAL FOR ITEM 1 [EURO]			€

Lot n°1 – Item 2: Works Supervision and Management (conditional block)

Position		Estimated Quantity [Man-days]	Unit price [€] (Daily rate per staff)	Price in Euro
1	Team Leader	48		€
2	Site Engineer	48		€
3	Electrical Engineer	24		€
4	Mechanical Engineer	16		€
TOTAL FOR ITEM 2 [EURO]				€
TOTAL FOR LOT 1 (ITEM 1 + ITEM 2) [EURO]				€

ALL PRICES NOT INCLUDING V.A.T.

- Daily rate shall be calculated based on an 8 hours per day (including 1 hour break).
- Man-months shall be reflected in timesheet based on a maximum 6 working days per week, 4 weeks per month.
- Duration of supervision is estimated and will be fixed after finalizing the design.

*International travel days are not reimbursed by Enabel. In case the contract is extended, the prices mentioned in the contract apply. Cf. points **Error! Reference source not found.** "Price determination", **Error! Reference source not found.** "Elements included in the price" and **Error! Reference source not found.** "General payment modalities (Art. 66-72 and 160)".

This contract is subject to applicable withholding tax. For national service providers registered in the Palestinian Territory, Consulting Offices are exempted from V.A.T. while for Individual Consultants, 5% will be deducted at payment unless they provide a deduction at source certificate. For national service providers registered in Israel, Consulting Offices will charge V.A.T. on top of the above-mentioned prices. For Individual Consultants registered in Israel, 30% will be deducted at payment unless they provide a deduction at source certificate. For international consultants, Belgium legislation will apply.

deducted at payment unless they provide a declaration at source certificate. For international candidates, Deregistration will apply.			
Full name		Place:	
		Date:	
Duly authorised to sign this tender on behalf of:		Signature and stamp:	

4. FINANCIAL OFFER FOR LOT 2

Do NOT change the “Financial offer & tender form”. Reservations are not permitted.

By submitting this tender, the tenderer explicitly declares accepting all conditions mentioned in the tender documents and renounces to his own (sales) conditions. (S)he commits to executing this public contract for the following lump-sum prices, in EUR and exclusive of VAT (written in figures).

Lot n°2 – Item 1: Design works (fixed block)

School Name		Price in Euro	
1	Lot 2A: Rawdat Al-Zuhour		€
2	Lot 2B: Al-Rawdah Al-Haditha		€
3	Lot 2C: Al-Mahaba wal Iman		€
4	Lot 2D: Al-Nithamiyah		€
TOTAL FOR ITEM 1 [EURO]			€

Lot n°2 – Item 2: Works Supervision and Management (conditional block)

Position		Estimated Quantity [Man-days]	Unit price [€] (Daily rate per staff)	Price in Euro
1	Team Leader	96		€
2	Site Engineer #1	96		€
3	Site Engineer #2	96		€
4	Electrical Engineer	64		€
5	Mechanical Engineer	32		€
TOTAL FOR ITEM 2 [EURO]				€
TOTAL FOR LOT 2 (ITEM 1 + ITEM 2) [EURO]				€

ALL PRICES NOT INCLUDING V.A.T.

- Daily rate shall be calculated based on an 8 hours per day (including 1 hour break).
- Man-months shall be reflected in timesheet based on a maximum 6 working days per week, 4 weeks per month.
- Duration of supervision is estimated and will be fixed after finalizing the design.

*International travel days are not reimbursed by Enabel. In case the contract is extended, the prices mentioned in the contract apply. Cf. points **Error! Reference source not found.** "Price determination", **Error! Reference source not found.** "Elements included in the price" and **Error! Reference source not found.** "General payment modalities (Art. 66-72 and 160)".

This contract is subject to applicable withholding tax. For national service providers registered in the Palestinian Territory, Consulting Offices are exempted from V.A.T. while for Individual Consultants, 5% will be deducted at payment unless they provide a deduction at source certificate. For national service providers registered in Israel, Consulting Offices will charge V.A.T. on top of the above-mentioned prices. For Individual Consultants registered in Israel, 30% will be deducted at payment unless they provide a deduction at source certificate. For international consultants, Belgium legislation will apply.

Full name	Place:	
	Date:	
Duly authorised to sign this tender on behalf of:	Signature and stamp:	

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

5. KEY EXPERTS

For each lot, the tenderer must complete the **tables on next pages**.

Due to the strict timing required for the project, the design of the two lots of the tender will be carried out simultaneously (in parallel). For this reason, the tenderer who wishes to be awarded more than one lot must multiply the staff according to the table below:

Number of <u>distinct</u> staff and CVs to be provided in offer				
	Participation in one lot		Participation in two lots	
	Design services	Supervision services	Design services	Supervision services
Team leader	1	1	1	1
Architect	1	-	2	-
Civil Engineer	0.5	-	0.5	-
Electrical engineer	1	0.5	1	1
Mechanical engineer	0.5	0.5	0.5	0.5
Site engineer	-	1 if lot 1 2 if lot 2	-	3

The Service provider can (but doesn't have to) propose the Civil Engineer of the design phase to become the Resident Engineer in the supervision phase for one of the lots.

One site engineer will be dedicated to Lot 2E Al-Nithamiyah school.

Commented [FS14]: Can we delete? Its the same info as above?

Commented [KA15R14]: No we cant

Lot n°1

Position	Name of proposed expert	Years of relevant experience	Educational degree
Team leader			
Architect			
Civil engineer			
Electrical engineer			
Mechanical engineer			
Site engineer			

Lot n°2

Position	Name of proposed expert	Years of relevant experience	Educational degree
Team leader			
Architect			
Civil engineer			
Electrical engineer			
Mechanical engineer			
Site engineer #1			
Site engineer #2			

6. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**

- a. Participation in a criminal organization;
- b. Corruption;
- c. Fraud;
- d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
- e. Money laundering or terrorism financing;
- f. Child labor and other forms of trafficking in human beings;
- g. Employment of third-country nationals in illegal residence;
- h. Creation of offshore companies.

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

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

☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**

- a. Breach of Enabel's policy on sexual exploitation and abuse;
- b. Breach of Enabel's policy on fraud and corruption risk management;
- c. Violation of local legislation concerning sexual harassment at work;
- d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
- e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Commented [KA16]: @ALJUNEIDI, Jana please add the integrity statement below

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:			

8.7 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:			

DOCUMENTS TO BE SUBMITTED- EXHAUSTIVE LIST

	Document	
Tender document	One electronic copy of the completed tender document, duly filled in and signed. The following forms must be completed and signed: 1. Identification Form; 2. List of Subcontractors; 3. Tender Form – Prices for Lot 1 and/or Lot 2, as applicable; 4. Declaration on Honour – Exclusion Grounds; 5. Integrity Statement.	
Qualitative selection documents	Description of the part of the contract that the tenderer intends to subcontract, if applicable; 2. List of the Main Similar Services (see Chapter 6 – Selection File): at least three similar consultancy contracts completed during the past three years. 3. Completion certificate issued by the respective client for each similar consultancy contract submitted. Each certificate must confirm satisfactory completion and indicate the contract value and completion date.	
Documents related to the award criteria	1. List of the experts proposed for each lot, using the form provided in the tender specifications; 2. Detailed CV of each proposed expert, demonstrating compliance with the required qualifications and relevant professional experience; 3. Copy of a valid Jerusalem ID for each proposed staff member.	
Registration and authorisation documents	1. Valid registration certificate demonstrating that the tenderer is registered in Jerusalem; 2. Power of attorney or any other document demonstrating that the person signing the tender is authorised to legally bind the tenderer.	
	Bank account details for payment purposes	
	Non-conviction certificate	