



TENDER SPECIFICATIONS

Public supply contract for “**Supply, Delivery, Installation and Commissioning of Two Fully Automatic Horizontal Baling Machines**”

Reference №: **PSE22004-10136**

Country: **Palestine**

Negotiated Procedure without Prior
Publication

<i>Deadline for requesting clarifications:</i>	Until the sixth day before the deadline for submission of tenders
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<i>Deadline for submission of tenders:</i>	28 September 2026 at 03:00 PM (Jerusalem)
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1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

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

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

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) Enabel's policy regarding sexual exploitation and abuse – June 2019;
 - (g) Enabel's 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>;
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 supply contract for purchasing goods pertaining to: the supply, delivery, unloading, installation, testing, commissioning and handover of two fully automatic horizontal baling machines for two partner Joint Service Councils (JSCs) - Hebron JSC for SWM, Northeast Jerusalem JSC for SWM. The supplied machines are intended to strengthen and improve waste separation, recovery and recycling operations. The contract also includes on-site training for JSC operators and technical staff, the provision of all required technical documentation and operating and maintenance manuals, warranty coverage, after-sales technical support, and all other services necessary to ensure the safe and fully operational use of the supplied equipment.

2. LOTS

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

3. ITEMS

- 3.1. This public contract consists of the items listed under clause 3 of chapter 7 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and lasts for **160 (one hundred and sixty) calendar days**.
- 4.2. This public contract **MAY NOT** be renewed.

5. VARIANTS

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

6. OPTIONS

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

7. QUANTITIES

- 7.1. The quantities under this public contract are fixed and are specified in the price form (clause 3 of Chapter 7 – Forms).

- 7.2. The supplier shall supply, deliver, install, test and commission a total of two (2) fully automatic horizontal baling machines, in accordance with the technical specifications and contractual requirements.
- 7.3. The total price payable shall be calculated by applying the unit price stated in the inventory to the fixed contractual quantity of two (2) machines. Only supplies duly delivered, installed, commissioned and accepted by the contracting authority shall be eligible for payment.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. FURTHER INFORMATION

2.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Jana Aljuneidi

Logistics and purchasing officer

jana.aljuneidi@enabel.be

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

2.2. Requesting clarifications

Prospective tenderers have until the **sixth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 2.1 (jana.aljuneidi@enabel.be), and will be answered in the order received.

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

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

3. VALIDITY PERIOD OF TENDERS

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

4. DATA TO BE INCLUDED IN THE TENDER

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

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

(a) English.

- 4.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 4.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 4.5. The tenderer must use the tender forms provided in the annex:
- (a) Identification form (clause 1 of chapter 7 Forms);
 - (b) List of subcontractors (clause 2 of chapter 7 Forms);
 - (c) Tender form - Prices (clause 3 of chapter 7 Forms)
 - (d) Declaration on honour - Exclusion grounds (clause 4 of chapter 7 Forms).
- Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.
- 4.6. The tenderer also attaches the following to his tender:
- (a) All documents demanded for the application of award criteria (see clause 13);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 4.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
- (a) Identification form (clause 1 of chapter 7 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 7 Forms);
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 4.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.

5. TENDER CURRENCY

All prices given in the tender form must obligatorily be quoted in **Euro excluding VAT**.

6. DETERMINATION OF PRICES

- 6.1. This public contract is a **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.
- 6.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

7. ELEMENTS INCLUDED IN THE PRICE

- 7.1. The tenderer is to include in his unit prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax. The applicable VAT is quoted separately, if applicable.
- 7.2. The following are specifically included in the prices:
- (a) Packaging (except if it remains the property of the tenderer), loading, trans-shipment, intermediate unloading, transportation, insurance, and customs clearance;
 - (b) Unloading, unpacking, and deployment at the place of delivery, provided that the procurement documents specify the exact place of delivery and the means of access;
 - (c) Assembly and commissioning;
 - (d) Training required for operation;
 - (e) Testing, commissioning, handover, warranty coverage, after-sales technical support, and all tools, materials and consumables required to ensure the complete and proper operation of the supplied machines.;
 - (f) All costs related to inspection, testing, commissioning and acceptance of the supplied machines, including the required personnel, tools, materials and consumables.
 - (g) Acceptance costs.
- 7.3. All prices are based on **Incoterms® 2020: DDP**.

SECTION (C) - SUBMISSION OF TENDERS

8. SUBMISSION OF TENDERS

- 8.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 8.2. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.
- Consequently, the submission of tenders on paper is prohibited, and the contracting authority will only consider tenders submitted electronically.
- 8.3. For this public contract, tenders will be submitted electronically via Email :procurement.pse@enabel.be
- 8.4. **Tenders must be submitted no later than 28 September 2026 at 03:00 PM (Jerusalem).**

9. TENDER SIGNATURE

- 9.1. The tenderer is required to sign the tender and its annexes individually **These documents shall be signed scanned hand-written signature on the accompanying submission report.**
- 9.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 9.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

10. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 10.1. Tenders must be in the possession of the contracting authority before **28 September 2026 at 03:00 PM (Jerusalem)**.
- 10.2. Tenders are opened behind closed doors

SECTION (D) - SELECTION, AWARDING & CONCLUSION

11. EXCLUSION GROUNDS

- 11.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 7 Forms).
- 11.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 11.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators.
- 11.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 11.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 11.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 11.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 11.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

12. OVERVIEW OF THE PROCEDURE

- 12.1. In a first phase, the tenders submitted by the tenderers will be evaluated as to their formal and material regularity.

- 12.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 12.3. 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 13). 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.
- 12.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 12.5. 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 13) will be designated the successful supplier for this public contract, after having been verified for absence of exclusion grounds.

13. AWARD CRITERIA

- 13.1. 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
Price	100	The contract will be awarded to the technically compliant tenderer submitting the lowest price.

- 13.2. The scores for the award criteria will added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the declaration on honour of this tenderer and provided the control shows that the declaration on honour corresponds with reality.

14. AWARDED THE PUBLIC CONTRACT

- 14.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 14.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

15. CONCLUDING THE CONTRACT

- 15.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.
- 15.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 15.3. 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.

15.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

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

4. MANAGING OFFICIAL (ART. 11)

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

5. CONFIDENTIALITY (ART. 18)

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

- 5.2. Suppliers 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 supplier, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

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

6.2. Processing of personal data by the supplier

Where during contract performance, the supplier 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 supplier 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 supplier will each be responsible, individually, for the processing.

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.
- 7.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

8.1. **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 the contract, excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

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

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

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

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

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

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

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

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

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

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

8.5. Proof of deposit (Art. 27)

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

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

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and a reference to the procurement documents, as well as the name, first name and full

address of the supplier and, where relevant, that of the third party that made the deposit on the supplier's account, bearing the statement 'lender' or 'mandatory', as appropriate.

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

8.6. Release of bond

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

The whole of the bond will be released at once after provisional acceptance of the entire contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

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

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

10. REPLACEMENT OF THE SUPPLIER (ART. 38/3, °1)

10.1. Scope

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

10.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the supplier 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 supplier.

10.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the supplier'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 supplier), 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 supplier. 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 supplier, and compared to the original tender of the new supplier. 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 supplier), 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 supplier 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 supplier shall bear the additional costs.

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

Price revisions are not allowed under this contract.

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

- 12.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 12.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.

- 12.3. When activities are suspended, based on this clause 12.3, the supplier is required to take all necessary precautions, at his expense, to protect the supplies already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 12.4. The supplier has a right to damages for suspensions ordered by the contracting authority when:
- (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 - (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
 - (c) The suspension occurs during the contract's performance period.

13. UNFORESEEABLE CIRCUMSTANCES

- 13.1. As a general rule, the supplier is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

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

- 14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 14.2. Such price revision is only possible if both the following conditions apply:
- (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 14.3. In the event of an increase in charges, the supplier 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 supplier proves that he paid the charges at the old rate.

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

- 15.1. The contracting authority or the supplier 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 supplier should normally have known about them.
- 15.2. The supplier may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the

contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

16. ORDER FORMS (ART. 115)

16.1. Performance of the public contract depends on the notification of one or more orders.

16.2. The contract can only be performed after an order form to that effect has been transmitted by the managing official via e-mail.

17. DEADLINES AND TERMS (ART. 116)

17.1. The supplier must deliver the goods within **160 (one hundred and sixty) calendar days**, starting from **the day following the date of dispatch of an order form**.

18. PLACE OF PERFORMANCE (ART. 118)

The supplies must be delivered at the following address:
At the designated sites of the two beneficiary Joint Service Councils (JSCs) in Palestine, as specified by the contracting authority.

- One for Hebron Joint service council for Solid waste Management – Hebron City
- One for Northeast Jerusalem Joint Service Council for solid waste management, Al-Ezaria City.

19. TRANSFER OF OWNERSHIP (ART. 132)

The contracting authority automatically becomes the owner of the supplies as soon as they have been accepted for payment pursuant to Article 127 of the “GIR”.

SECTION (G) - MEANS OF ACTION

20. FAILURE OF PERFORMANCE (ART. 44)

20.1. The supplier 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 supplier 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 supplier either by registered post or e-mail (with proof of the exact dispatch date).

20.2. The supplier 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 supplier may result in the application of one or more measures as provided in Articles 45 to 49, 123 and 124 of the "GIR".

21. FINES FOR DELAY (ART. 46 AND 123)

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 123 of the "GIR", at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of the supplies that were delivered 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 supplier 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 124)

22.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the "GIR", to present justifications, the supplier 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 supplier 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 supplier. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new supplier.

SECTION (H) - END OF THE PUBLIC CONTRACT

23. ACCEPTANCE OF THE PRODUCTS DELIVERED (ART. 64, 120 AND 128-131)

- 23.1. The contracting authority checks the deliveries at the place of delivery. The supplies will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests. Any damage shall be recorded. The result of this inspection and the exact date of arrival of the deliveries shall be recorded in a report or, where applicable, on the delivery note or invoice referred to in Article 118, § 2 of the "GIR".
- 23.2. Upon expiry of the thirty-day period starting from delivery, as appropriate, a report of provisional acceptance or refusal of acceptance will be drawn up.
- 23.3. In this contract, provisional acceptance is carried out as follows: Full acceptance is carried out at the place of delivery without prior partial acceptance at the place of manufacture. Provisional Acceptance is completed in full at the place of delivery. The contracting authority has thirty (30) days to inspect and test the supplies and notify the supplier of its acceptance or rejection. This period begins the day after the supplies arrive at the place of delivery, provided that the contracting authority has received the delivery note or invoice. The thirty-day period provided for in Article 127 of the "GIR" (clause 26) is included herein.

24. GUARANTEE PERIOD (ART. 65 AND 134)

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

25. FINAL ACCEPTANCE (ART. 135)

- 25.1. Final Acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.
- 25.2. If delivery has led to complaints during the warranty period, a report of final acceptance or refusal of acceptance will be issued within 15 days prior to the expiry of said period.

26. INVOICING AND PAYMENT (ART. 66-72 AND 127)

- 26.1. The contracting authority shall verify and pay the amount due to the supplier within a processing period of thirty days from delivery, provided that the contracting authority is in possession of the duly established invoice.
- 26.2. Only deliveries that have been performed correctly may be invoiced. The invoice must be issued in **excluding VAT**.
- 26.3. If delivery takes place in several instalments, the processing period shall commence on the date of delivery for each partial delivery.
- 26.4. The supplier sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Enabel – Belgian Development Agency Palestine Office, Royal Center, 7th Floor Al-Balou', Mecca Street Al-Bireh, Palestine.**
- 26.5. In order for Enabel to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.

27. ADVANCE PAYMENTS

No advance payment is foreseen. Payment will be made following the successful delivery, installation, testing, commissioning and provisional acceptance of the supplied equipment, due to the financial risk and uncertainty associated with recovering advanced funds in the event of non-performance or incomplete performance of the contract.

5 TERMS OF REFERENCE

Baling Machine

Item Name	Specifications	Quantity
Fully Automatic Horizontal Baling Machine	•Motor of 30 hp size at least. •Heavy duty hydraulic system of 200 bars operating pressure at least. •Suitable for paper, cardboard, plastic and PET. •Total platen force of at least 50 ton. •Ram face pressure of at least 7 bars. •Approximate bale size of 1,000*750 mm* variable length. •Automatic tying- with built in cutting shears. •Programmable PLC controller with full bale and advance warning indicators. •Automatic bale sizing system. •Automatic cycle controller via adjustable photo cell. •Standard feeding Hooper. •Automatic bale ejection system •Bale exit ramp. •The supplier shall supply construction design and engineering drawings, equipment technical documents (foot loading and operating and maintenance manuals. •The supplier shall install, test, commission and operate the machine and train the needed staff. All components of the electric control must be (Electrical control components shall comply with the applicable internationally recognised safety, quality and performance standards. Components meeting equivalent or higher standards shall be accepted provided with certificates,	2

Technical documentation to be submitted with the tender

The tenderer shall submit detailed technical catalogues, brochures and/or manufacturer's technical datasheets for the proposed machine. The submitted documents must clearly identify the offered brand and model and demonstrate compliance with each of the required technical specifications. General catalogues covering multiple models without clearly identifying the offered model will not be considered sufficient evidence of compliance. Merely stating "compliant" or "yes", or reproducing the required specifications without providing the actual specifications of the proposed machine, shall not be considered sufficient.

6 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 7 Forms);
- (b) List of subcontractors (see clause 2 of chapter 7 Forms);
- (c) Tender form - Prices (clause 3 of chapter 7 Forms)
- (d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 7 Forms);
- (e) All documents demanded in clause 13 of chapter 3 Award Procedure (award criteria);
- (f) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (g) 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);
- (h) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

1. IDENTIFICATION FORM



Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	

Identification form Legal person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

Identification form Public actor - entity

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

2. LIST OF SUBCONTRACTORS

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

List of subcontractors planned to be engaged in the implementation of the contracts			
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged (if applicable)

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

3. TENDER FORM - PRICES

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

Prices are fixed

PRICES1				
Description	Unit	Quantity	Unit price in euros	Total price in euros exclusive of VAT
Baling Machine	Machine	2		
Total amount				
Total amount in words: * In case the contract is extended, the unit prices mentioned apply. See also contractual dispositions. All prices in the tender are given in Euro. Prices given are exclusive of VAT. In case of companies: prices given are exclusive of VAT. In case of individual: to ensure payment of taxes the consultant will bring a certificate for deduction from source, failing to do so, a percentage (according to the applicable Palestinian law) from the total payment will be deducted and paid directly to tax authorities by Enabel. Individual Consultants registered in Israel, 25% will be deducted at payment unless they provide a deduction at source certificate. For international service providers (i.e., not resident for tax purposes in Palestine), the local taxation system applies, including a deduction of 10% withholding tax from the total awarded amount excluding VAT. This amount will be withheld at source at the time of payment of the invoice.				

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

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

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

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

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

Regarding conflict of interest:

Please tick the applicable box

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

or

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

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

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

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

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

5. INTEGRITY STATEMENT OF THE TENDERERS

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

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

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

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

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

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

First name:	FN	Place:	PL
Last name:	LN	Date:	DT
Duly authorised to sign this tender on behalf of:	TEN	Signature and stamp:	