Enabel

TENDER SPECIFICATIONS

Public work contract for "**The construction of a medical waste sterilization facility and a carton waste recycling facility for NESE Jerusalem JSC in Abu Dis**

Reference №: **PSE22004-10139**

Country: **Palestine**

Direct Negotiated Procedure with Prior Publication

Deadline for requesting clarifications:	Until the **29 November 2026** before the deadline for submission of tenders
An information session is organized:	**Yes**, for details see clause 5 of chapter 3 Award Procedure
Site visit is organized:	**Yes**, for details see clause 4 of chapter 3 Award Procedure
Deadline for submission of tenders:	**09 December 2026** at **03:00 pm (Jerusalem time)**

Belgian development agency

enabel.be

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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)
LECOMTE, Léa	MFC

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;

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 works contract, with the subject of the performance of works relating to one of the activities referred to in Annex I of the Law.

1.2. Description of the works: Construction of a medical waste sterilization facility and a carton waste recycling facility for NESE Jerusalem JSC in Abu Dis, including structural steel works, doors and windows, mechanical and electrical installations, testing and commissioning, in accordance with the bill of quantities, drawings and technical specifications.

2. LOTS

2.1. This public contract is not divided into lots.

3. ITEMS

3.1. This public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.

3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

4.1. This public contract **starts upon award notification** and remains in force until final acceptance of the works, as recorded in the final acceptance letter.

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. Quantities will be determined in order forms.

7.2. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.

7.3. The presumed quantities indicated in the price form (clause 3 of chapter 8 Forms) are given 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.

7.4. Taking into account the tender documents, professional knowledge or personal observations, the tenderer may make corrections for the errors they discover in the quantities, provided that the proposed correction is at least 10 per cent in more or in less of the quantity of the item in question.
They attach to their tender a note justifying these corrections.

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, °2 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) jobs.ps.

3. FURTHER INFORMATION

3.1. **Public procurement administrator**

The awarding of this public contract is coordinated by:

JANA ALJUNEIDI

Logistics and purchasing officer

jana.aljuneidi@enabel.be

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

3.2. **Requesting clarifications**

Prospective tenderers have until the **29 November 2026**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (jana.aljuneidi@enabel.be), and will be answered in the order received.

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

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

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the **01 December 2026** 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

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

Date	Time	GPS location	Address
Monday, 23 November 2026	11:00-12:00	31.7472, 35.2735	Wadi Al Jaheer, Abu Dis

4.2. Prospective tenderers may contact the procurement administrator mentioned under clause 3, at least fourteen days before the deadline for submission of tenders, to plan an individual site visit.

4.3. 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.

5. INFORMATION SESSION

The contracting authority is organizing an information session for prospective tenderers. The information session will take place on **24 November 2026** at **11:00 am (Jerusalem)**. The session will be conducted virtually (online) via the following access link and credentials. Participation in the information session is optional.

Microsoft Teams meeting
Join:
https://teams.microsoft.com/meet/340108555979996 2?p=dQafaSU9IYxgyrLfeP
Meeting ID: 340 108 555 979 996 2

Passcode: hg9Ly76f

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

6. 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.

7. DATA TO BE INCLUDED IN THE TENDER

7.1. 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.

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

(a) English.

7.3. 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.

7.4. 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.

7.5. The tenderer must use the tender forms provided in the annex:

(a) Identification form (clause 1 of chapter 8 Forms);

(b) List of subcontractors (clause 2 of chapter 8 Forms);

(c) Annual turnover (see clause 3 of chapter 8 Forms)

(d) Tender form - Prices (clause 4 of chapter 8 Forms)

(e) Staff Proposed (clause 5 of chapter 8 Forms)

(f) Similar assignments (clause 6 of chapter 8 Forms)

(g) Declaration on honour - Exclusion grounds (clause 7 of chapter 8 Forms).

(h) Integrity statement of the tenderers - (see clause 8 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.

7.6. The tenderer also attaches the following to his tender:

(a) All documents demanded for the application of qualitative selection (see clause 15 and 6 Selection file) and award criteria (see clause 17);

(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).

7.7. 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 7 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.

7.8. 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.

7.9. 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 15 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.

8. TENDER CURRENCY

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

9. DETERMINATION OF PRICES

9.1. 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.

9.2. 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.

10. ELEMENTS INCLUDED IN THE PRICE

10.1. The tenderer is to include in his unit prices any charges and taxes generally applied to the works, 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**.

10.2. The unit prices for this public contract must encompass any costs, measures, and charges related to the performance of this public contract, including but not limited to:

(a) Where applicable, the measures imposed by occupational safety and worker health legislation;

(b) All works and supplies, such as bracing, sheet piling, and drainage, necessary to prevent landslips and other damage and to remedy these if required;

(c) The perfect preservation, potential relocation, and redeployment of cables and pipes encountered during excavation, earthworks, and dredging, provided that these actions are not legally the responsibility of the owners of such cables and pipes;

(d) Removal, within the confines of the excavations, earthworks, and dredging necessary for construction, of: a) Earth, mud, gravel, stones, rubble, riprap, masonry remains, turf, plants, bushes, stumps, roots, coppices, debris, and waste materials; b) Any rock, regardless of size, where the procurement documents specify that the earthworks, excavation, and dredging are to be carried out in rocky terrain, and, in the absence of this statement, any rock and any blocks of masonry or concrete with an individual volume not exceeding half a cubic metre;

(e) The transportation and disposal of excavated material, either away from the property of the contracting authority or to locations within the sites for re-use, or to designated dumping sites, in accordance with the procurement documents;

(f) All overheads, incidental expenses, and maintenance costs during the performance of the contract and the warranty period;

(g) Customs and excise duties.

(h) Acceptance costs;

(i) Any additional works which, by their nature, depend on or are associated with those described in the procurement documents.

10.3. All such costs, measures, and obligations are included in the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

11. SUBMISSION OF TENDERS

11.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.

11.2. *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.*

11.3. The tenderer submits their tender as follows:

11.4. **The tender must be submitted before 09 December 2026, at 15:00 pm (Jerusalem)**, as the following way:

(j) By email to **procurement.pse@enabel.be**

(k) The format of the documents should be .pdf or equivalent.

(l) Without prejudice to any variants, the tenderer may only submit one tender per contract.

(m) In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.

(n) If the size of the tender exceeds the email limits, the tenderer may submit the tender in several emails clearly indicating the procurement reference number in the subject line

12. TENDER SIGNATURE

12.1. **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.

12.2. 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.

12.3. 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.

13. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

13.1. Tenders must be in the possession of the contracting authority before **09 December 2026** at **15:00 pm (Jerusalem time)**.

13.2. The tender opening session will take place behind closed doors after the submission deadline

SECTION (D) - SELECTION, AWARDING & CONCLUSION

14. EXCLUSION GROUNDS

14.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).

14.2. 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.

14.3. 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 15 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.

14.4. 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 will verify that the tenderer is not subject to grounds for exclusion based on the following documents:

- An extract from the criminal record of the Candidate issued in the name of the Candidate (legal entity) or its representative (natural person), confirming the absence of criminal records for legal entities. An extract from the criminal record must also be attached for each member of a group of economic operators or/and any third party whose capacities are relied upon to meet the procurement selection criteria.
- Certification of clearance with regards to the payments of applicable taxes.
- Certification of clearance with regards to the payments of social security contributions (where applicable).
- A document certifying that the Candidate (or each member of the group of economic operators and/or any third party whose capacities are relied upon to meet the procurement selection criteria) is not subject to bankruptcy, liquidation, cessation of business, or judicial reorganization.

14.5. 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.

14.6. 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.

14.7. 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.

14.8. **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.

15. QUALITATIVE SELECTION

15.1. 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.

15.2. 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 17 subject to the regularity of these tenders.

The selection criteria are the following:

1° Economic and financial capacity

The tenderer shall demonstrate:

- A minimum annual business turnover of EUR 190,000 in at least one of the last three years.
- Access to financial resources amounting to EUR 100,000.

2° Technical aptitude – staff.

No.	Position/ Min. Requirements	Total work projects (years)	Minimum quantity required for being awarded:
1	Project Manager (B.Sc in Civil Engineering)	10	1 (full-time)
2	Site and Safety Engineer (B.Sc in Civil Engineering)	7	1 (full-time)

The tenderer shall include in its tender an overview of the staff proposed for the performance of the contract. The tenderer shall indicate the staff members' qualifications, professional experience, and role in the contract. CVs of the proposed staff shall be submitted and shall demonstrate relevant experience in similar construction works. The Contracting Authority reserves the right to request supporting documents and proof of employment during contract implementation.

3 Technical aptitude – references of experience with certificates of completion.

Date	Minimum Number of contracts	Each with a minimum amount of (€) incl. VAT:	Minimum combined value of contracts (€) incl. VAT:	Similarity check
Within the last five years preceding the deadline for submission of tenders.	At least three contracts	80,000.00	250,000.00	Construction or expansion of public buildings, industrial facilities, waste management facilities, steel structures or similar civil engineering works.

For each reference, the tenderer must submit a certificate of completion issued or approved by the entity that awarded the contract, whether public or private. The certificate must confirm that the main works were carried out satisfactorily, both in terms of execution and results

15.3. 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.

15.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.

15.5. 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.

16. OVERVIEW OF THE PROCEDURE

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

16.2. The contracting authority reserves the right to have the irregularities in a tender regularised.

16.3. 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 17). 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.

16.4. 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.

16.5. 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 17) will be designated the succesful contractor for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

17. AWARD CRITERIA

17.1. 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 lowest-priced regular tender meeting all selection criteria and technical requirements will be ranked first.

17.2. The scores for the award criteria will be 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.

18. AWARDING THE PUBLIC CONTRACT

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

18.2. 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.

19. CONCLUDING THE CONTRACT

19.1. The contract is formed upon notification to the succesful tenderer of the approval of their tender.

19.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

19.3. 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.

19.4. 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 works. 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 **ABU JAMOUS, Sireen**, **Project Manager**, email: sireen.abujamous@enabel.be. and assisted by Oday **ALJABARI**, **Local Government Expert**, email: oday.aljabari@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 contractor. 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 works, 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. Contractors 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. Contractors 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 contractor, 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 contractor**

Where during contract performance, the contractor 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 contractor 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 contractor 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. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent licence for the results protected by intellectual property law. This license must cover the modes of exploitation necessary for performance of this public contract.

6. INSURANCE (ART. 24)

6.1. The contractor shall take out and maintain insurance policies covering occupational accidents, civil liability towards third parties, Contractors' All Risks (CAR) for the construction works, and damage to existing structures and surrounding properties arising from the performance of this public contract. The contractor shall also obtain any other insurance policies required by the procurement documents and applicable legislation.

6.2. Insurance covering occupational accidents, work-related injuries and occupational diseases affecting the contractor's and subcontractors' workers during the execution of the contract, for a minimum insured amount equivalent to 20% of the total contract value or EUR 100,000, whichever is higher, without prejudice to any higher insurance coverage or compensation obligations required under applicable Palestinian legislation.

6.3. Insurance covering civil liability towards third parties, including bodily injury, death and property damage arising from the execution of the contract, for a minimum insured amount equivalent to EUR 150,000 per accident, applicable to each and every accident.

6.4. Contractors' All Risks (CAR) insurance covering accidental physical loss of or damage to the permanent and temporary works, including materials intended for incorporation into the works, for a minimum insured amount equivalent to 115% of the total contract value in Euros.

6.5. The CAR insurance shall additionally cover damage to existing structures and surrounding properties potentially affected by construction activities, including excavation, vibration, settlement, and ground movement, for a separate minimum insured amount equivalent to 50% of the total contract value in Euros. The relevant structures and properties shall be identified through a pre-construction condition survey, and their coverage shall be confirmed by the insurer.

6.6. Within thirty days of the conclusion of the contract, and in any event before commencement of the works, the contractor must provide evidence of these insurance policies by submitting certificates specifying the insured amounts, scope of coverage and validity periods required by the procurement documents.

6.7. At any time during the performance of this public contract, the contracting authority may request updated proof of insurance. The contractor must provide the relevant certificates within fifteen days of receiving such a request from the contracting authority.

7. PERFORMANCE BOND (ART. 25 TO 33)

7.1. **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.

7.2. **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 works. 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.

7.3. **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 contractor 's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

7.4. **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.

7.5. **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 contractor and, where relevant, that of the third party that made the deposit on the contractor '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.

7.6. **Release of bond**

If the contracting authority confirms acceptance of the works, the bond shall be released, even if the contractor has made no such request.
One half will be released after provisional acceptance of the entire contract, the other half after final acceptance, in both cases after deduction of any sums owed by the contractor to the contracting authority.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

8. CONFORMITY OF PERFORMANCE (ART. 34)

The works 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.

9. PLANS, DOCUMENTS AND OBJECTS PREPARED BY THE CONTRACTING AUTHORITY (ART. 35)

9.1. At the request of the contractor, the contracting authority shall provide, free of charge and, where possible, in digital form, a complete set of plans that served as the basis for awarding the contract. The contracting authority is responsible for ensuring that these copies conform to the original plans.

9.2. The contractor must retain all documents and correspondence related to the award and performance of the contract and make them available to the contracting authority until the final acceptance of the contract.

10. DETAILED PLANS AND WORK PLANS PREPARED BY THE CONTRACTOR (ART. 36)

10.1. The contractor must prepare, at their own expense, all detailed plans and work plans required for the successful performance of the contract.

10.2. The procurement documents specify which plans require approval by the contracting authority. The contracting authority has 30 days to approve or reject the plans, starting from the date of their submission.

Any corrected documents must be resubmitted for approval, with the contracting authority having 15 days to review them, provided the corrections do not result from new demands made by the contracting authority.

10.3. This clause 10 also applies to the other documents and objects that the contractor prepares or produces to complete the contract.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

11. REPLACEMENT OF THE CONTRACTOR (ART. 38/3, °1)

11.1. **Scope**

The clause may be applied in case the contractor 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”).

11.2. **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 contractor 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 contractor.

11.3. **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 contractor '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 contractor), the contracting authority shall address itself:

(a) either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;

(b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

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

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new contractor. 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 contractor, and compared to the original tender of the new contractor. 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 contractor), 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 contractor 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 contractor shall bear the additional costs.

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

a Price revisions are **permitted** under this contract, subject to the conditions specified in these tender specifications.

b Price revisions may only be applied once per year, specifically on the contract's anniversary date.
As from the second year, the contractor may submit a new price revision request at the beginning of the year. The revised prices will apply upon verification by the Contracting Authority that the calculation complies with the provisions of this clause.

c The price revision may only be applied if the price increase or decrease following the request amounts to at least 3% of the price quoted in the tender (for the first price revision) or of the last price revised or imposed (as of the second price revision).

d The formula for calculating the revised price is as follows:

Revised Price (P) = Original Price (P_0) × [(0.20 × s/S) + (0.50 × i/I) + (0.10 × e/E) + C]

P = Revised price
P_0 = Original contract price
s = Current Labour Index
S = Base Labour Index
i = Current Materials Index
I = Base Materials Index
e = Current EUR/ILS Exchange Rate Index
E = Base EUR/ILS Exchange Rate Index

Where:

Index (i)	Description	Weight (w_i)	Source / remarks
Index 1	Labour Index	0.20	Palestinian Central Bureau of Statistics (PCBS) – Labour Costs and Wages component of the Construction Cost Index (CCI) for Non-residential Buildings.
Index 2	Materials Index	0.50	PCBS Raw Materials Component of the Construction Cost Index for Non-residential Buildings.
Index 3	Exchange Rate	0.10	European Commission InforEuro EUR/ILS exchange rate.
C	Parts that cannot be revised, including fixed costs and benefits.	0.20	NA
Note: Base value for any Index (Base $Index_i$) is obtained from the same sources indicated above 10 days before the opening of tenders.			

Index Sources

Index 1 – Labour Index (20%) Source:

- Palestinian Central Bureau of Statistics (PCBS) – Labour Costs and Wages component of the Construction Cost Index (CCI) for Non-residential Buildings.
- Base Value (S): Latest published value available 10 calendar days before the tender opening date.
- Current Value (s): Latest published value relating to the month preceding the contract anniversary date.

Index 2 – Materials Index (50%) Source:

- PCBS Raw Materials Component of the Construction Cost Index for Non-residential Buildings.
- Base Value (I): Latest published value available 10 calendar days before the tender opening date.
- Current Value (i): Latest published value relating to the month preceding the contract anniversary date.

Index 3 – Exchange Rate Index (10%) Source:

- European Commission InforEuro monthly EUR/ILS exchange rate.
- Base Value (E): InforEuro EUR/ILS exchange rate applicable during the month preceding the tender opening date.
- Current Value (e): InforEuro EUR/ILS exchange rate applicable during the month preceding the contract anniversary date.

a If any index referred to above ceases to be published, the corresponding official successor index shall be used. In the absence of an official successor index, the Contracting Authority shall determine an objectively comparable official index reflecting, as closely as possible, the same cost component and calculated on a comparable methodological basis, without changing the economic balance of the price revision formula.

b Price revisions shall apply only to the works performed as from the applicable revision date.

c For calculation purposes, intermediate calculations and the final revised price shall be rounded to two decimal places.

d For each price revision request, the contractor shall submit:

- A calculation sheet showing the application of the price revision formula.
- The official published index values used for the calculation.
- Copies or references to the applicable PCBS publications.
- The applicable InforEuro EUR/ILS exchange rate publication.
- A statement identifying the portion of the contract value to which the revision applies.
- A statement demonstrating that the revision is applied only to the unexecuted portion of the contract.
- Any additional information reasonably requested by the Contracting Authority to verify the calculation.

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

13.1. 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.

13.2. 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.

13.3. When activities are suspended, based on this clause 13.3, the contractor is required to take all necessary precautions, at his expense, to protect the works already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

13.4. The contractor 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 calender 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.

14. UNFORESEEABLE CIRCUMSTANCES

14.1. As a general rule, the contractor is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.

14.2. 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 14. 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.

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

15.1. 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.

15.2. 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".

15.3. In the event of an increase in charges, the contractor 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 contractor proves that he paid the charges at the old rate.

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

16.1. The contracting authority or the contractor 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 contractor should normally have known about them.

16.2. The contractor 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 16.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (E) - CONTROL AND MONITORING OF THE PUBLIC CONTRACT

17. MEANS OF CONTROL (ART. 82)

17.1. The contractor shall notify the contracting authority of the precise locations of works in progress on its site, in its workshops and factories, as well as on the premises of its subcontractors and suppliers.

17.2. Without prejudice to the technical inspection procedures to be carried out on-site, the contractor shall at all times grant the managing official and the representatives appointed by the contracting authority free access to the production sites for the purpose of monitoring the strict application of the contract, particularly regarding the origin and quality of the products.

17.3. Where the contracting authority supervises the place of manufacture, no delivery may, on pain of refusal, be dispatched to the construction site until it has been approved for dispatch by the representative of the contracting authority.

Where the products are manufactured under permanent control in a particular workshop, they may be dispatched without further inspection by the contracting authority.

17.4. Accepted products located on the construction site will remain there under the contractor's supervision. They may no longer be removed from the construction site without the consent of the contracting authority.

The contracting authority becomes the owner of the products brought for processing at the construction site as soon as they have been accepted for payment. However, the contractor shall remain responsible for these products until provisional acceptance of the contract.

17.5. The rejected products shall be removed from the construction site by the contractor within fifteen days following service of the refusal report. Otherwise, the removal shall be carried out by the contracting authority at the contractor's expense and risk.

Any use of rejected products shall result in the automatic refusal of acceptance of the contract.

SECTION (F) - PERFORMANCE MODALITIES

18. ORDER FORMS

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

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

19. PERFORMANCE PERIOD (ART. 76)

19.1. The contractor must complete the works within **150 (one hundred and fifty) calendar days**.

19.2. Performance shall start on the day following the date on which the commencement order is sent to the contractor.

PROVISION OF LAND (ART. 77)

19.3. The works must be carried out at the following address :

Abu Dis, Jerusalem Governorate, Palestine – NESE Jerusalem JSC recycling facility site.

The land occupied by the works or structure shall be provided by the contracting authority to the contractor free of charge.

19.4. Outside that area, the contractor shall be responsible for all costs associated with land required for the installation of construction sites, storage of supplies, preparation and handling of materials, as well as land needed for the storage of soil, excavated material that is deemed unsuitable for reuse as landfill, demolition debris, general waste, and excess earth. The contracting authority wishes to provide the following lands, necessary for the performance of the contract, to the contractor:

(a) The project site located on part of Plot No. 9, Basin No. 21, Abu Al-Qaseel, Abu Dis, registered in the name of Abu Dis Municipality.

The contractor shall be liable for any damage to private property, including land owned by adjoining landowners, occurring during the execution of the works or while storing materials.

19.5. Enclosing hoardings must not be used for advertising purposes. Only “Construction Site Information” may be displayed on the sites, and no other form of advertising is permitted.

20. LABOUR CONDITIONS (ART. 78)

20.1. All legal, regulatory, and contractual provisions related to general working conditions and health and safety in the workplace shall apply to all personnel on the contractor's site.

20.2. The contractor, along with any subcontractors at any stage and all personnel providers, is required to pay their respective personnel salaries, bonuses, and allowances in accordance with the rates established by law and collective agreements, including those set by company agreements.

20.3. The contractor shall maintain an up-to-date list of all personnel employed on the site, which must be available to the contracting authority at all times, at a location designated by the contracting authority. This list must be updated daily and include at least the following personal information:

(a) Name;

(b) First name;

(c) Actual occupation per day on the construction site;

(d) Date of birth;

(e) Job title;

(f) Qualifications.

21. ORGANISATION OF THE CONSTRUCTION SITE (ART. 79)

21.1. The contractor shall comply with all local legal and regulatory provisions governing building works, road works, health and safety in the workplace, as well as the provisions of collective, national, regional, local, and company agreements.

21.2. During the performance of the works, the contractor shall be responsible for maintaining the security of the site throughout the duration of the works. In the interest of his own personnel, the representatives of the contracting authority, and third parties, the contractor must take all necessary measures to ensure their safety.

21.3. The contractor shall, under his sole responsibility and at his own expense, take all necessary measures to ensure the protection, preservation, and integrity of existing buildings and works. He shall also implement all required precautions, in accordance with best building practices and any special circumstances, to protect neighbouring properties and prevent any disturbances caused by his actions.

21.4. The contractor shall bear all costs and implement all necessary measures to clearly signal the construction and storage sites during the day, at night, and in foggy conditions, particularly in areas where vehicles and pedestrians circulate. The contractor must completely enclose his sites along temporary or permanent sidewalks, as well as along temporary or permanent traffic arteries. This enclosing and hoarding will also serve to protect the construction site from any outside intrusion during the construction period.

21.5. The contractor shall provide a purpose-made notification billboard for the construction site, with dimensions and design as specified by the contracting authority, prior to the commencement of works. The informative panel must be installed when construction work begins, along the public road, in a location to be determined by the contracting authority.

22. WORKS LOGBOOK (ART. 83)

22.1. Upon reception of the notification of contract conclusion, the contractor shall provide the necessary works logbooks to the contracting authority.

22.2. Once the works have commenced, the contractor shall submit two copies of the works logbooks, containing all the required information, on a daily basis to the representatives of the contracting authority. This information includes:

(a) Weather conditions;

(b) Interruptions to work caused by adverse weather conditions;

(c) Working hours;

(d) The number and capacity of workers employed on the site;

(e) Materials supplied;

(f) Equipment used and equipment out of service;

(g) Unforeseen events;

(h) Minor amendment orders;

(i) Attachments and quantities performed for each item and in each zone of the construction site. These attachments must accurately and comprehensively represent all work performed, including quantities, dimensions, and weights.

22.3. Failure to provide the above documents may result in the application of penalties.

22.4. If the contractor does not submit remarks by registered letter sent within 15 days of the disputed entry or detailed notes, they will be deemed to agree with the annotations made in the logbooks or detailed attachments.

22.5. If any observations are deemed unjustified, the contractor will be notified by registered letter.

23. LIABILITY OF THE CONTRACTOR (ART. 84)

23.1. The contractor shall be held liable for all works performed by him or his subcontractors until the final acceptance of all works.

23.2. During the warranty period, the contractor shall, as required, carry out all necessary works and repairs to restore the work to a good state of operation and maintain it in that state.

23.3. Any repairs to address shortcomings shall be performed in accordance with the instructions of the contracting authority.

SECTION (G) - MEANS OF ACTION

24. FAILURE OF PERFORMANCE (ART. 44)

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

24.2. The contractor 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.

24.3. Any defects that can be attributed to the contractor may result in the application of one or more measures as provided in Articles 45 to 49, 86 and 87 of the “GIR”.

25. PENALTIES (ART. 45)

25.1. Due to the significance of the works, the following penalties will be imposed automatically, without prior notice, for each breach, at a daily rate of **EUR 250** for every calendar day of non-performance:

(a) Non-delivery of administrative and technical documents : This penalty applies if the contractor fails to deliver the required documents by the deadlines set during construction site meetings or by administrative order.;

(b) Absence from construction site or coordination meetings: A penalty will be imposed for every absence where the contractor has not attended or has not been validly represented at meetings they were required to attend.;

(c) Delay in executing observations or administrative orders of the contracting authority via the managing official: If observations, especially those from construction site visits (e.g.,

painting orders) or following acceptance, are not addressed by the deadlines set by the managing official, the contractor will incur a daily penalty until the issue is resolved.;

(d) Change of key staff members without prior approval from the contracting authority: A lump sum penalty will apply per day of non-compliance, until either the managing official receives the contracting authority's approval for the new staff member or the replaced staff member resumes their duties, or both parties agree on an acceptable replacement. Penalties will not be reversed retroactively, even if an agreement is reached later.

25.2. In accordance with Article 44 § 2 of the "GIR", if a shortcoming is identified in relation to any of the above stipulations, the contracting authority may grant the contractor a period to address the shortcoming and inform the contracting authority of the repair either by registered post or e-mail (with proof of the exact dispatch date). In this case, the contractor will be notified of the repair deadline, along with the failure of performance report mentioned in Art. 44 § 2 of the "GIR".

25.3. If no deadline is specified in the registered letter or e-mail, the contractor must repair the shortcomings without further delay.

26. FINES FOR DELAY (ART. 46 AND 86)

26.1. 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.
Fines will be calculated using the formula in Article 86 § 1 of the "GIR".

26.2. If the works are not completed within the period specified in clause 19, a fine will be automatically applied for each working day of delay as follows:

R = 0.45 * ((M * n²) / N²)
Where:
- R = total fines for a delay of n working days;
- M = initial procurement value;
- N = initially specified number of working days for performance of the contract;
- n = number of working days of delay.

If *M* is less than **EUR 75.000** and *N* is no more than **150 working days**, *N²* will be replaced by **150 x N**.

If the contract includes several parts or several stages, each of which has its own period *N* and value *M*, each of them will be deemed a distinct contract for the application of fines.

If, without setting parts or stages, the tender specifications stipulate that binding partial periods apply, failure to meet them will incur fines calculated in accordance with the formula referred to in Article 86 § 1 of the "GIR", in which the factors *M* and *N* refer to the total contract. For each partial period of *P* working days, the maximum fine will be:

Rpar = (M / 20) * (P / N)

26.3. Without prejudice to the application of these fines, the contractor shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

27. MEASURES AS OF RIGHT (ART. 47 AND 87)

27.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the "GIR", to present justifications, the contractor 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 28.2 However, the contracting authority may apply these measures before the expiration of the aforementioned term when the contractor has explicitly acknowledged the identified shortcomings.

27.2. 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 contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

28. OTHER SANCTIONS (ART. 48)

Without prejudice to the sanctions outlined in these tender specifications, the contractor in default of performance may be excluded by the contracting authority from participating in its public contracts for a period of three years. The contractor will be given the opportunity to present a defence, and the contracting authority will notify the contractor of its reasoned decision.

29. PRICE OF THE CONTRACT IN CASE OF LATE PERFORMANCE (ARTICLE 94)

The price for the works performed during a delay attributable to the contractor will be calculated according to the method that is most advantageous to the contracting authority. The two options are:

(a) By assigning to the constituent elements of the prices, contractually specified for revision, the values applicable during the period of delay in question; or

(b) By assigning an average value (E) to each of the price elements, calculated as follows:

$$E = (e_1 \times t_1 + e_2 \times t_2 + \ldots + e_n \times t_n) / (t_1 + t_2 + \ldots + t_n)$$

Where:

e_1, e_2, ..., e_n represent the successive values of the price element during the contractual period, which may be extended if the delay is not attributable to the contractor;

t_1, t_2, ..., t_n represent the corresponding periods for applying these values, expressed in months of 30 days. Fractions of a month and the duration of suspensions in the performance of this contract shall not be taken into account.

The average value E will be calculated to two decimal places.

SECTION (H) - END OF THE PUBLIC CONTRACT

30. ACCEPTANCE AND GUARANTEE OF THE WORKS PERFORMED (ART. 64-65 AND 91-92)

30.1. The managing official will closely follow up the works during their performance. The works will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests.

30.2. Provisional Acceptance is provided upon the completion of performance of the works forming the subject-matter of the contract and, on expiry of a warranty period, final acceptance marking full completion of the contract.

The total or partial taking of possession of the work by the contracting authority does not constitute provisional acceptance.

30.3. If the work is completed by the specified completion date, and insofar as the results of the inspections and the prescribed tests are known, a report of provisional acceptance or refusal of acceptance shall be drawn up within fifteen days of the above-mentioned date.

If the work is completed before or after the specified date, the contractor must notify the managing official either by registered letter or e-mail showing the exact date of dispatch, and at the same time request provisional acceptance. Within fifteen days of the date on which the contractor's request is received and insofar as the results of the inspections and the prescribed tests are known, a report of provisional acceptance or refusal of acceptance shall be drawn up.

In any event, the contracting authority shall verify and pay the amount due to the contractor within the processing period referred to in Article 95, § 3 of the “GIR” (clause 32).

30.4. The warranty period will commence on the date provisional acceptance is granted and will last for **12 (twelve) months**.

30.5. Within **15 (Fifteen) calendar days** before the expiry of the warranty period, a report confirming final acceptance or refusal of acceptance will be issued.

30.6. The contractor remains liable for all works performed by themselves or their subcontractors until final acceptance of all works.

30.7. During the warranty period, the contractor must carry out any necessary repairs to restore the work to a good state of operation and maintain it in this condition. However, after provisional acceptance, the contractor will not be liable for damages the causes of which are not attributable to him.

If the contractor performs repairs or partial works during the warranty period, they must restore adjacent parts (e.g., paint, wallpaper, parquet flooring) if these have been damaged due to the repairs undertaken.

In buildings or other property that are being occupied the contractor may not hinder or endanger said occupation in any way for the performance of his works. The contractor shall bear all costs for the measures needed for that purpose.

Throughout the warranty period, the contractor must carry out any required works and repairs to restore the work to a good state of operation and maintain it in that condition.

30.8. From the date of provisional acceptance, and without prejudice to the contractor's obligations during the warranty period, the contractor shall be responsible for the solidity and proper execution of the works in accordance with Articles 1792 and 2270 of the Civil Code.

Any failure by the contractor to meet obligations during the warranty period will be documented in a report ('procès-verbal') and may lead to measures as of right, in accordance with Article 44 of the “GIR”.

31. INVOICING AND PAYMENT (ART. 66-72 AND 95)

31.1. The contracting authority shall verify and pay the amount due to the contractor within a processing period of thirty days from the date of receipt by the contracting authority of the statement of claim and the detailed statement of work carried out. However, payment can only be made on condition that the contracting authority is in possession of the duly established invoice.

31.2. Only works that have been performed correctly may be invoiced. The invoice must be issued in EURO.

31.3. All invoices must be addressed to: **Enabel – Belgian development agency, Palestine Office, Al Balou', Mecca Street, Al-Bireh, Palestine.**

The invoice must include:

(a) A detailed description of the works justifying the payment;

(b) A signature and date;

(c) The statement: **"Certified true and sincere for the amount of EUR …… (amount in words)."**;

(d) The reference **"PSE22004-10139"** and the name of the managing official (**"ABU JAMOUS, Sireen"**).

31.4. Payments will be made via bank transfer(s) only.

31.5. Payments shall be made monthly, based on the progress of works actually executed on site and approved by the managing official.

31.6. 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;

(g) Total amount invoiced for the current month. .

32. ADVANCE PAYMENTS

32.1. Notwithstanding clause 32.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance may be granted to the contractor.

The amount of the advance is calculated by applying the following percentages to the reference value of the public contract:

(a) 20% if the winning tenderer is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;

(b) 10% if the winning tenderer is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;

(c) 5% where the winning tenderer is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

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

(a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;

(b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;

(c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

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

32.3. No advance is granted before:

(a) Notification of the conclusion of the public contract;

(b) A written dated demand submitted to the contracting authority;

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

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

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

5 TERMS OF REFERENCE

1.1 BACKGROUND INFORMATION

The NESE Joint Service Council for Solid Waste Management, with the support of Enabel, intends to construct a medical waste sterilization facility and a carton waste recycling facility in Abu Dis, Jerusalem Governorate. The intervention complements Enabel's ongoing recycling initiative with NESE-JSC and creates synergies with JICA's support for medical waste management.

1.2 OBJECTIVE OF THE CONTRACT

The objective of this contract is to construct two independent steel structures to accommodate the required equipment, including the associated electrical installations (power, lighting and low-voltage systems) and mechanical works (water supply, firefighting and drainage systems), in accordance with the technical specifications, drawings, bill of quantities and other contract documents.

1.3 SCOPE OF THE WORKS

1. The Contractor shall carry out the works for the construction of a medical waste sterilization facility and a carton waste recycling facility for NESE Jerusalem JSC in Abu Dis. The works include the construction of two independent steel structures to house the equipment and the associated electrical and mechanical installations, as detailed in the following annexes:

- **Annex 1 – Bill of Quantities**
- **Annex 2 – Drawings and Details**
- **Annex 3 – Technical Specifications**
- **Annex 4 – Municipality Approval**

All annexes can be downloaded at the following address:

https://www.enabel.be/public-procurement/

and selecting the country "Palestine".

2. Location of the Works

The works shall be executed at the designated site in Abu Dis, Jerusalem Governorate, Palestine.

3. Performance Period

The performance period of the contract is one hundred and fifty (150) calendar days, starting on the day following the sending of the commencement order.

4. Contract Documents

The contractor shall perform the works in accordance with all contract documents and annexes, including the technical specifications, drawings, bill of quantities, clarifications, and instructions issued by the Contracting Authority.

6 SELECTION FILE

APTITUDE TO EXERCISE THE PROFESSIONAL ACTIVITY

1. OFFICIAL REGISTRATION

The tenderer must demonstrate being officially registered in the relevant trade or vocational register in accordance with the legislation of the country where the tenderer is established. The tenderer must also be a registered and certified building contractor with a minimum classification of Class 3.

ECONOMIC AND FINANCIAL CAPACITY

2. MINIMUM TURNOVER

a The tenderer must submit a statement of its total turnover for the last three available financial years, depending on the date of its establishment or the date on which it commenced business activities, insofar as the relevant turnover figures are available.

b The tenderer must demonstrate a total annual turnover of at least EUR 190,000 in at least one of its last three available financial years.

c Compliance with the minimum turnover requirement will be verified on the basis of the approved financial statements submitted by the tenderer. The tenderer must attach the approved financial statements for the financial years covered by the turnover statement under clause 3.1.

3. FINANCIAL CAPACITY

1.1. The tenderer must provide documentary evidence demonstrating access to financial resources of at least EUR 100,000.

1.2. Evidence of compliance with the minimum requirement: The tenderer must provide a bank certificate issued by a licensed financial institution confirming access to financial resources of at least EUR 100,000 available for the execution of the contract. The bank certificate shall be issued no more than 90 calendar days before the tender submission deadline.

TECHNICAL AND PROFESSIONAL APTITUDE

4. STAFF QUALIFICATIONS AND EXPERIENCE

4.1. The tenderer shall ensure the availability of qualified staff capable of performing the contract effectively. The tenderer must include in their submission an overview of the staff to be assigned to the contract, detailing their qualifications, degrees, and relevant professional experience.

4.2. Specifically, the tenderer must demonstrate having access to, or the capability to deploy, the following:

N°	Minimum Requirement
1	1. Project Manager: (full-time), holding a B.Sc. in Civil Engineering, with at least 10 years of experience in construction projects. 2. Site and Safety Engineer One Site and Safety Engineer (full-time), holding a B.Sc. in Civil Engineering, with at least 7 years of experience in construction projects.

5. REFERENCES FOR SIMILAR EXECUTED PROJECTS

5.1. The tenderer must provide references for similar contracts performed over the past five years.

5.2. The tenderer shall include in their submission a list of the main similar contracts completed in the last five years.

5.3. For each reference, the tenderer must submit a certificate of completion issued or approved by the entity that awarded the contract, whether public or private. The certificate must confirm that the main works were carried out satisfactorily, both in terms of execution and results.

5.4. The tenderer must provide a minimum of **3 (three)** accepted references.

5.5. The total value of the accepted references must meet or exceed a minimum combined value of **250.000** euro including VAT.

5.6. The value per accepted reference must meet or exceed a minimum value of **80.000** euro including VAT.

6. SUBCONTRACTING

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

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) Annual turnover (see clause 3 of chapter 8 Forms)

(d) Tender form - Prices (clause 4 of chapter 8 Forms)

(e) Staff Proposed (clause 5 of chapter 8 Forms)

(f) Similar assignments (clause 6 of chapter 8 Forms)

(g) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 7 of chapter 8 Forms);

(h) Integrity statement of the tenderers - (see clause 8 of chapter 8 Forms);

(i) All documents required under Chapter 6 (Selection File), including the turnover statement and supporting financial statements, the CVs of the proposed staff, and the list of similar contracts with their completion certificates (see clause 15 of Chapter 3, Award Procedure)

(j) All documents demanded in clause 17 of chapter 3 Award Procedure (award criteria);

(k) 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 15 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;

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

(m) 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);

(n) 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) *As indicated on the official document.*	
FIRST NAME(S) *As indicated on the official document.*	
DATE OF BIRTH *DD MM YYYY*	
PLACE OF BIRTH *(town, village)*	
TYPE OF IDENTITY DOCUMENT *(identity card, passport, driving licence etc.)*	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
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 *DD MM YYYY*	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 *As indicated on the official document.*	
COMMERCIAL NAME *(if different from official name)*	
ABBREVIATION *(if applicable)*	
LEGAL FORM	
TYPE OF ORGANISATION *(Delete as appropriate)*	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER *(if applicable)*	
PLACE OF REGISTRATION *City* *Country*	
DATE OF REGISTRATION *DD MM YYYY*	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE *Street+ P.O. Box*	

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

E-MAIL	
DATE *DD MM YYYY*	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	Other entity within the meaning of paragraph 1er of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

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

* 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.

1.1. 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. Annual turnover

The tenderer must complete the following table of financial data based on his annual accounts.

Financial data	Year 2023 [EUR]	Year 2024 [EUR]	Year 2025 [EUR]
Annual turnover, excluding this public contract[1]			
Current Assets[2]			
Current Liabilities[3]			
Average annual exchange rates	**1 ILS 0.283 EUR**	**1 ILS = 0.251 EUR**	**1 ILS 0.258 EUR**
	1 USD = 0.943 EUR	**1 USD = 0.926 EUR**	**1 USD = 0.893 EUR**

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

[1] Last accounting year for which the entity's accounts have been closed.

[2] The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

[3] A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

4. TENDER FORM - PRICES

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications and all of their annexes and explicitly declares accepting all conditions listed in the Tender Specifications and their annexes and renounces any derogatory provisions such as his own general sales conditions.

Before filling this form, the tenderer shall fill his unit prices in Annex 1: Bill of quantities (see p.42). The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight. The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros:

1.

Price offer (without V.A.T)	
€	

2.

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications (see 4.7 Performance bond (Art. 25 to 33), p.22.
The confidential information and/or the information relating to technical, or business secrets is indicated clearly in the tender.

In order to correctly compare the tenders, the duly signed documents mentioned under point 3.4Tender Preparation, submission and opening ,must be attached to the tender.
Certified true and sincere,

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

Management of VAT will depend on where the tenderers are registered.
For an international tenderer, as mentioned in clause 1 of chapter 1 General Remarks, local tax regime is applicable.
For tenderers registered with the Palestinian Authority, contracts will be exempted from VAT.Enabel will be in charge of obtaining a VAT exemption from the Palestinian Ministry of Finance for the entire contract immediately after awarding. The contractor will be issuing invoices with zero-VAT.
For tenderers registered in Israel, Enabel will not be able to obtain a VAT exemption nor refund. VAT will therefore be paid by Enabel on each invoice on top of the prices mentioned in the financial offer.
In both cases, the tenderer shall fill their prices without VAT as part of their financial offer in the tender.
Please note that financial offers will be evaluated according to the cost actually incurred to the contracting authority. Therefore, for the evaluation of the award criterion, prices from tenderers registered in Palestine will be taken without VAT and be compared with prices with VAT for the tenderers registered in Israel.

5. Staff disposed

Position	Full name	Total work projects (years)	Educational degree	CV attached?
Project Manager				
Site and Safety Engineer				

The tenderer shall attached to his tender the up-to-date CVs of all mentioned personnel.

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

6. List the references/similar experience

List below the experience under contracts in the role of contractor or subcontractor completed within the last **five years** prior to the applications submission deadline Start with the most recent.

Description of the main works performed	Final contract value	Currency	Role contractor/subcontractor	Start date	End date (provisional acceptance)	Contracting authority	Completion certificate attached?

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

7. 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:			

8. Integrity Statement of the tenderer

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

1° 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 of 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.

2° 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).

3° 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:

1° 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.

2° 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.

3° 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.

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

CHECKLIST OF DOCUMENTS TO BE JOINED TO THE TENDER

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

No.	Forms to be completed and joined	Completed & attached?
1	Clause 1 of chapter 8 Forms - Identification of the tenderer	
2	Clause 2 of chapter 8 Forms - List of subcontractors	
3	Clause 3 of chapter 8 Forms - Annual turnover	
4	Clause 4 of chapter 8 Forms - Tender form - Prices	
5	Clause 5 of chapter 8 Forms - Staff Proposed	
6	Clause 6 of chapter 8 Forms - Similar assignments	
7	Clause 7 of chapter 8 Forms - Declaration on honour - Exclusion grounds	
8	Clause 8 of chapter 8 Forms - Integrity statement of the tenderers	
9	Annex 1 - Bill of Quantities	
	Attachments to be joined	**Joined ?**
	Attachement 1 - Incorporation certificate	
	Attachement 2 - Evidence of registration and certification as a building contractor with a minimum classification of Class 3, as required under Chapter 6.	
	Attachement 3 – Power of Attorney	
	Attachement 4 - Approved financial statements (audited accounts where applicable) for the last three years.	
	Attachement 5 - Documentary evidence demonstrating access to financial resources of at least **EUR 100,000**.	
	Attachement 6 - CVs of all mentioned personnel and Copies of degrees and professional certifications	
	Attachement 7 - Certificate of completion for each reference listed, issued or approved by the entity that awarded the contract. Each certificate must confirm satisfactory completion and state the contract value, completion date and name of the entity for which the works were carried out.	

Successful tenderer shall provide the contacting authority with the following documents:

	Attachments to be joined	Joined ?
	Attachement 8 - Certification of clearance with regards to the payments of applicable taxes	
	Attachement 9 - Certification of clearance with regards to the payments of social security contributions (If applicable)	
	Attachement 10 – Certificate confirming that the tenderer is not subject to bankruptcy, liquidation, cessation of business activities, or judicial reorganisation.	
	Attachement 11 – Criminal record extracts demonstrating the absence of relevant criminal convictions for all board members and legal representatives of the tenderer and, where applicable, of each consortium member and any third party whose capacities are relied upon	