



Tender Specifications

Public service contract for the Design and Works Supervision of two Eco-Friendly Schools in Palestine

- Lot 1 : One School in Hebron (Bakri school)
- Lot 2: One school in Al-Ezariyeh (Riad Al-Aqsa Basic school)

Open procedure

External reference: PSE22001-10011

(Relaunch)

Tenderer:

Table of contents

1	General remarks	7
1.1	Derogations from the General Implementing Rules	7
1.2	Contracting authority	7
1.3	Institutional framework of Enabel	7
1.4	Rules governing the public contract	8
1.5	Definitions	9
1.6	Processing of personal data by the contracting authority and confidentiality	10
1.6.1	Processing of personal data by the contracting authority	10
1.6.2	Confidentiality	11
1.7	Deontological obligations	11
1.8	Applicable law and competent courts	12
2	Subject-matter and scope of the public contract	13
2.1	Type of contract	13
2.2	Subject-matter of the public contract	13
2.3	Lots	13
2.4	Items	13
2.5	Duration of the public contract	14
2.6	Variants	14
2.7	Option	14
2.8	Quantities	14
3	Subject-matter and scope of the public contract	15
3.1	Award procedure	15
3.2	Publication	15
3.2.1	Official notification	15
3.2.2	Enabel publication	15
3.3	Information	15
3.4	Tender	16
3.4.1	Data to be included in the tender	16
3.4.2	Period the tender is valid	17
3.4.3	Determination of prices	17
3.4.3.1	Elements included in the price	17
3.4.4	How to submit tenders?	18
3.4.5	Change or withdrawal of a tender that has already been submitted	20

3.4.6	Opening of Tenders.....	20
3.4.7	Selection of tenderers.....	20
3.4.7.1	Exclusion grounds	20
3.4.7.2	Selection criteria	21
3.4.7.3	Modalities relating to tender examination and regularity of the tenders.....	22
3.4.7.4	Award criteria.....	22
3.4.7.5	Final score	24
3.4.7.6	Awarding the public contract.....	24
3.4.8	Concluding the public contract	24
4	Specific contractual and administrative conditions.....	26
4.1	Managing official (Art. 11)	26
4.2	Subcontractors (Art. 12 to 15)	26
4.3	Confidentiality (art. 18).....	27
4.4	Protection of personal data	27
4.4.1	Processing of personal data by the contracting authority.....	27
4.4.2	Processing of personal data by a subcontractor.....	28
4.5	Intellectual property (Art. 19 to 23).....	28
4.6	Performance bond (Art. 25 to 33).....	29
4.7	Conformity of performance (Art. 34).....	30
4.8	Zero tolerance Sexual exploitation and abuse.....	30
4.9	Changes to the public contract (Art. 37 to 38/19)	30
4.9.1	Replacement of the contractor (Art. 38/3).....	30
4.9.2	Revision of prices (Art. 38/7)	31
4.9.3	Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)	31
4.9.4	Unforeseen circumstances.....	31
4.10	Preliminary technical acceptance (Art. 42).....	31
4.11	Performance modalities (Art. 146 et seq.).....	32
4.11.1	Deadlines and terms (Art. 147)	32
4.11.1.1	Item 1: Design services (fixed block)	32
4.11.1.2	Item 2: Works Supervision and Management Services (conditional block)	33
4.11.2	Place where the services must be performed and formalities (Art. 149).....	33
4.12	Inspection of the services (Art. 150).....	33
4.13	Liability of the service provider (Art. 152-153)	33
4.14	Means of action of the contracting authority (Art. 44-51 and 154-155).....	33
4.14.1	Failure of performance (Art. 44)	34

4.14.2	Fines for delay (Art. 46 and 154)	34
4.14.3	Measures as of right (Art. 47 and 155)	34
4.15	End of the public contract	35
4.15.1	Acceptance of the services performed (Art. 64-65 and 156)	35
4.15.2	Invoicing and payment of services (Art. 66 to 72 – 160)	36
4.15.2.1	Payments for Design Works	36
4.15.2.1.1	Payments for Management and Supervision Services	37
4.16	Litigation (Art. 73)	38
5	Terms of reference	39
5.1	Introduction	39
5.1.1	Enabel in Palestine	39
5.1.2	New portfolio	40
5.1.3	Quality Education and Learning (QEL) project	40
5.1.4	Palestine’s NDC	41
5.2	Objective of the consultancy	41
5.2.1	Item 1 – Design Services	42
5.2.2	Item 2 – Works supervision and management services	43
5.3	School programme and location	45
5.3.1	Lot 1 - Bakri school (Hebron)	45
5.3.1.1	Site location	45
5.3.1.2	Programme	45
5.3.2	Lot 2 - Riad Al-Aqsa Basic school (Al-Ezariyeh)	46
5.3.2.1	Site location	46
5.3.2.2	Programme	46
5.4	Design standards and specifications	47
5.4.1	Environmental sustainability	47
5.4.1.1	Climate change targets	47
5.4.1.2	Water consumption and treatment	49
5.4.1.3	Raw material consumption	50
5.4.1.4	Biodiversity	50
5.4.1.5	Local materials	51
5.4.1.6	Local pollution	51
5.4.1.7	Environmental Certification	52
5.4.2	Social sustainability	52
5.4.2.1	Safety and health	52

5.4.2.2 Inclusivity	53
5.4.2.3 Comfort	54
5.4.3 Economic sustainability.....	54
5.4.3.1 Replicability of innovations.....	54
5.4.3.2 Low cost and easy maintenance	54
5.4.4 Educational standards.....	55
5.4.4.1 Classroom environment.....	55
5.4.4.2 Child friendliness.....	55
5.5 Performance modalities and deliverables	56
5.5.1 Reconnaissance and Program Analysis Phase.....	56
5.5.2 Conceptual phase.....	56
5.5.3 Schematic design phase	57
5.5.4 Preliminary design phase	58
5.5.5 Detailed design phase	58
5.5.6 Permits	59
5.5.7 Tender annexes documents.....	59
5.6 Review of design	60
5.6.1 Review Process.....	60
5.7 Reporting requirements for the design phase.....	60
5.8 Tendering phase.....	60
5.8.1 General.....	60
5.8.2 Pre-Bid Meeting	61
5.8.3 Addenda.....	61
5.8.4 Tender Opening and Analysis	61
5.9 Construction phase	61
5.9.1 Pre-Construction Meeting.....	62
5.9.2 Site Handing Over and Commencement of Works:	62
5.9.3 Contractor submittals/Shop Drawings, Product Data, Samples.	62
5.9.4 Contractor Payment and Progress/Pay Meeting:	63
5.9.5 Interpretations	64
5.9.6 Variation (Change) Orders	64
5.9.7 Financial Control	65
5.9.8 Claims and Disputes	65
5.9.9 Quality Control.....	65
5.10 Reporting obligations.....	66

5.11	Provisional acceptance	68
5.12	Contractor final payment.....	68
5.13	Defect liability period.....	69
5.14	Final acceptance.....	69
5.15	Personnel specification	69
5.15.1	Personnel for item 1 - design services	69
5.15.2	Personnel for item 2 – works supervision and management services.....	70
6	Forms.....	72
6.1	Form 1 - Identification form.....	72
6.2	Form 2 – Integrity statement for the tenderers	73
6.3	Form 3 - Declaration on honour – exclusion criteria	74
6.4	Attachment 1 - Power of attorney.....	76
6.5	Attachment 2 - Incorporation certificate	77
6.6	Attachment 3 - Certification of clearance with regards to the payments of social security contributions	78
6.7	Attachment 4 - Certification of clearance with regards to the payments of applicable taxes ..	79
6.8	Attachment 5 - Declaration from a competent authority of not being in a situation of bankruptcy or insolvency.....	80
6.9	Form 4 - List of the main similar services.....	81
6.10	Form 5A – prices – Lot 1 (One school in Hebron)	82
6.11	Form 5B – prices – Lot 2 – (One school in Al-Ezariyeh).....	83
6.12	Form 6 - Awarding Preferences	84
6.13	Attachment 7 - Methodology	85
6.14	Form 7 - Workplan	86
6.15	Form 8 - Key experts	87
6.16	Attachment 8 - CVs of all mentioned personnel.....	89
6.17	Form 9 - Subcontractors	90
6.18	Form 10 – Checklist.....	91

1 General remarks

1.1 Derogations from the General Implementing Rules

- §1 Section 4, ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.
- §2 These Tender Specifications derogate Articles 25. §2 and 26 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

1.2 Contracting authority

- §3 The contracting authority of this public contract is Enabel, the Belgian development agency, 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). 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.
- §4 For this public contract, Enabel is represented by Ms. Christelle Jocquet, Resident Representative of Enabel in Palestine.

1.3 Institutional framework of Enabel

- §5 The general framework of reference in which Enabel operates is:
- The Belgian Law on Development Cooperation of 19 March 2013¹;
 - The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
 - The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.
- §6 The following initiatives are also guiding Enabel in its operations and are given as main examples:
- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
 - In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

1.4 Rules governing the public contract

§7 The following, among other things, apply to this public contract:

- The Law of 17 June 2016 on public procurement⁵;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services⁶;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors⁷;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works⁸;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- 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 (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.

⁴ <http://www.ilo.org/ilolex/french/convdsp1.htm>.

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be; Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

1.5 Definitions

§8 The following definitions apply to this contract:

- The tenderer: An economic operator submitting a tender;
- The contractor/ service provider: The tenderer to whom the public contract is awarded;
- The contracting authority: Enabel, represented by the Resident Representative of Enabel in Palestine.
- The tender: Commitment of the tenderer to perform the public contract under the conditions that he has submitted;
- Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;
- Procurement documents: Tender Specifications including the annexes and the documents they refer to;
- Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;
- Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Option: A minor and not strictly necessary element for the performance of the contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;
- Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;
- General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;
- The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

- BDA: Belgian Public Tender bulletin;
- OJEU: Official Journal of the European Union;
- OECD: Organisation for Economic Cooperation and Development;
- E-tendering: Through the E-tendering platform tenderers can submit and open electronic tenders/requests to participate;
- Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or performance of a contract already concluded with the contracting authority;
- Litigation: Court action.
- Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.
- Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.
- Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

§9 The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for 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.

1.6.2 Confidentiality

- §10 The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.
- §11 PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation. See also: <https://www.enabel.be/content/privacy-notice-enabel>

1.7 Deontological obligations

- §12 1.7. Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement for Enabel.
- §13 1.7.2. For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.
- §14 In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.
- §15 Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates' procedure will lead to the rejection of the application or the tender.
- §16 Moreover, 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 contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
- §17 The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

§18 In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

1.8 Applicable law and competent courts

§19 The contract must be performed and interpreted according to Belgian law.

§20 The parties commit to sincerely perform their engagements to ensure the good performance of this contract.

§21 In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

§22 If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

2 Subject-matter and scope of the public contract

2.1 Type of contract

§23 This contract is a public service contract.

2.2 Subject-matter of the public contract

§24 This public service contract consists in the performance of “*the design and works supervision of four eco-friendly schools in Palestine*”, in conformity with the conditions of these Tender Specifications.

2.3 Lots

§25 The *contract* has two (2) lots, each of which is indivisible. The tenderer may submit a tender for one or both lots. A tender for part of a lot is inadmissible.

§26 The *lots* are:

- Lot 1 – One school in Hebron (Bakri school)
- Lot 2 – One school in Al-Ezariyeh (Riyad Al-Aqsa Basic School)

§27 The description of each lot is included in 5.3. School programme and location⁴⁵:

- 5.3.1 Lot 1 - Bakri school (Hebron)⁴⁵
- 5.3.2 Lot 2 - Riad Al-Aqsa Basic school⁴⁶

§28 When *tendering* for several lots, the tenderer may not offer discounts or better conditions in his tender in case these lots were to be awarded to him.

§29 In case of submitting a tender for several lots, The tenderer shall indicate in his tender order of preference for the awarding of these lots using 6.12 Form 6 - Awarding Preferences^{§46.12}.

2.4 Items

§30 Each lot of this contract consists of the following items:

- Item 1: Design services (fixed block)
- Item 2: Works Supervision and Management services (conditional block)

§31 The description of each item is included in Part 5 - Terms of reference - 5.2 Objective of the consultancy⁴¹:

- 5.2.1 Item 1 – Design Services⁴¹
- 5.2.2 Item 2 – Works supervision and management services⁴¹

§32 These items are pooled and form one single contract / one single lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

2.5 Duration of the public contract

§33 For each of the lots, the contract starts upon award notification and lasts until 31 December 2026. This duration of the contract shall not to be confused with period of performance (see “4.11 Performance modalities (Art. 146 et seq.)”.

2.6 Variants

§34 Variants are not permitted.

§35 Each tenderer may submit only one tender. Variants are forbidden.

2.7 Option

§36 No options are permitted.

2.8 Quantities

§37 Only Item 1 – Design Services of each lot (see 5.2.1 42) is determined (fixed block), while Item 2 – Works supervision and management services of each lot (see 5.2.2. 43) is a conditional block.

§38 The public contract’s minimum quantities (first item, fixed block) are mentioned under points 5.2.1 Item 1 – Design Services, 42 of the Terms of Reference and **Error! Reference source not found.** 6.10 Form 5A – prices – Lot 1 (One school in Hebron), and 6.11 Form 5B – prices – Lot 2 – (One school in Al-Ezariyeh). Without prejudice to the possibility for the Contracting Authority to terminate the contract if the services performed do not meet the requirements imposed or if they are not performed by the deadlines asked, by concluding this contract the service provider acquires the right to perform these quantities.

§39 During the contract period and in function of the evolution of the needs, the Contracting Authority will be able to commit for additional orders for the supervision of the works of schools (item 2 of each lot). Such commitment will be made through a commencement order as an electronically signed letter..

§40 Though contract conclusion pertains to the whole of the contract, it only binds the contracting authority for the fixed blocks. The performance of each conditional block depends on a decision by the contracting authority of which the service provider is notified in accordance with the modalities given in the initial procurement documents. The Contracting Authority reserves the right to commit to the supervision of the works in certain schools only or not to order the item 2 of certain or all lots.

3 Subject-matter and scope of the public contract

3.1 Award procedure

§41 This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open procedure.

3.2 Publication

3.2.1 Official notification

§42 This contract is officially advertised in the Belgian Public Tender bulletin (via e-notification).

3.2.2 Enabel publication

§43 This contract furthermore published on the Enabel website (www.enabel.be) from **May 1st, 2024 till June 16th, 2024**.

§44 The contract notice was also advertised through the OECD website.

§45 The contract notice was also advertised on the following websites:

- jobs.ps
- tenderjo.com

3.3 Information

§46 The awarding of this contract is coordinated by **Ms Karmel Al Salqan (Expert in Contracting and Administration)**. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this contract will exclusively pass through this service / this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

§47 Information meeting for all lots will be held online, on **15th May 2024, at 11:00 AM** (Palestinian time - GMT+3). Interested tenderers are invited to join using the following details:

§48 **Microsoft Teams [Need help?](#)**

§49 **[Join the meeting now](#)**

§50 Meeting ID: 349 481 702 327

§51 Passcode: LnegGA

Second information meeting will be held on June 13, 2024 at 2:30 PM Palestine time.

§52 **[Microsoft Teams Need help?](#)**

§53 Join the meeting now

§54 Meeting ID: 344 476 639 484

§55 Passcode: ZoRgKr

§56 Until **June 15, 2024** inclusive, candidate-tenderers may ask questions about these Tender Specifications and the contract. Questions will be in writing to **Ms Karmel Al Salqan, Expert in Contracting and Administration (Karmel.alsalqan@enabel.be)** and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as from **19th June 2024**.

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

§58 The procurement documents can be consulted free of charge at the following internet address:

▶ <https://www.enabel.be/public-procurement/>

§59 The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website 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 above and requests information on any modifications or additional information.

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

3.4 Tender

3.4.1 Data to be included in the tender

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

§62 The tender and the annexes to the tender form are drawn up in English.

§63 By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

§64 The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

§65 The tenderer must use the tender forms in annex. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

§66 The tender of the tenderer will consist of the physically separate sections mentioned below (see Part 6.- Forms):

6.2 Form 2 – Integrity statement for the tenderers

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 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.

- 6.15 Attachment 7 - Methodology
- 6.14 Form 7 - Workplan
- 6.17 Form 8 - Key experts,
- 6.18 Attachment 8 - CVs of all mentioned personnel
- 6.19 Form 9 - Subcontractors
- 6.20 Form 10 – Checklist

§67 Based on the lots in which the tenderer is interested, the following shall be completed:

- 6.11 6.10 Form 5A – prices – Lot 1 (One school in Hebron)
- 6.11 Form 5B – prices – Lot 2 – (One school in Al-Ezariyeh)

§68 For tenderers interested in more than one lot, their preference should be indicated using the following form: 6.12 6.12 Form 6 - Awarding Preferences 6.12.

3.4.2 Period the tender is valid

§69 The tenderers are bound by their tender for a period of **90 calendar days** from the reception deadline date.

3.4.3 Determination of prices

§70 All prices given in the tender form must obligatorily be quoted in **EUROS**.

§71 This contract is a mixed contract, meaning that the prices are fixed according to following several modes:

- Item 1 - “Design services” will be considered as lump-sum contract, i.e. proposed price is a flat rate that covers the whole performance of the contract or each to the items of the inventory.
- Item 2 - "Works Supervision and Management Services” will be considered as price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

§72 In accordance with Article 37 of the Royal Decree of 18 April 2017, 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.

3.4.3.1 Elements included in the price

§73 Except for VAT, the lump-sum price includes all costs, taxes, duties and contributions of any kind for performing all tasks, duties, and responsibilities mentioned in the contract including the TORs, and namely:

- Fees, per diems and salaries.

- Travel and transportation costs including flights, land transportation, accommodation, parking costs or fines, magnetic cards / permits costs.
- Security costs.
- The administrative management and secretariat, communication costs (including phone calls and the internet), photocopy and printing costs, costs for documentation of the services that can be required by the Contracting Authority, the production and delivery of documents or records linked to the performance of the services.
- All equipment, including IT equipment and **professional licensed software** (CAD, simulation software, etc.), and material expenses needed to perform the present contract.
- The copyright fees, the purchase or leasing of third-party services needed for the performance of the contract and costs for any possible intellectual property rights
- **Professional Indemnity Insurance:** the coverage shall provide protection against claims arising from negligence, malpractice, mistakes, or misrepresentation; the insurance shall cover the following aspects:
 - An error in material calculations, an incorrect measurement or a safety risk could cause severe delays to a project, costing the contracting authority significant time and money to fix.
 - Poor technical advising
 - Issues with the design resulting someone injured, or property damaged due to a negligence.
- Where applicable, the measures imposed by occupational safety and worker health legislation.
- Customs and excise duties for equipment and products used.
- The acceptance costs and the cost of attending the pre-construction meeting: Obligations of the service providers shall start with the attendance to the pre-construction meeting and continue up to the date of issuing the Final Acceptance Certificates. The fees of these services are considered to be included in the prices of the Consultants for item 3.
- The cost of the supervision during the defects' liability period is also deemed included in the unit prices of the monthly progress payments of supervision. No additional payment will be made for this period.
- The cost to subcontract an accredited laboratory to carry out the geotechnical investigation and findings, as mentioned in deliverable #4.

§74 In case the contract is extended, the prices mentioned in the contract apply.

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

3.4.4 How to submit tenders?

§76 The tender will be drawn up **in 1 printed copy on A4 paper** (printing in black and white and on both sides of paper is encouraged).

► It is kindly requested to **avoid fancy binding systems and plastic covers** – one simple staple or

binder clip is most appreciated. The financial offer **does not need** to be sealed in a separate envelope.

§77 Two electronic copies (the original editable pdf file as filled before printing and a scan of the printed, signed and stamped original copy) must also be submitted in one or more PDF files on a physical electronic support (CD-ROM, DVD-ROM, USB flash memory or SD card). Each tenderer may only submit one tender.

§78 The tender and all accompanying documents have to 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 (s)he is authorised to commit the tenderer. If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), **the tender must be signed by each of these persons.**

§79 Tenders for more than one lot must be grouped in a single envelope. Any document which concerns more than one lot (e.g. identification forms, incorporation certificates, financial resources, identical CVs, completion certificates, etc.) shall be submitted only once.

§80 The signed and dated original will be sent in a sealed envelope mentioning:

- Tender Title: **“Public service contract for the design and works supervision of two eco-friendly schools in Palestine”**
- contract number: **“PSE22001-10011”**
- Tenderer Name

§81 The tenderer submits his tender by **June 27, 2024 before 01:00 pm** (Palestinian time - GMT+3) as follows:

a) By mail (standard mail or registered mail)

In this case, the sealed envelope is put in a second closed envelope addressed to:

Enabel office in Ramallah
Belgian Development Agency
Royal Center Building, 7th Floor
Al Balou', Mecca Street
Ramallah - Al Bireh – West Bank
T/F: (+972) 2 242 1137/8

OR

b) Delivered by hand with acknowledgement of receipt to the following addressee:

Enabel office in Ramallah
Belgian Development Agency
Royal Center Building, 7th Floor
Al Balou', Mecca Street
Ramallah - Al Bireh – West Bank
T/F: (+972) 2 242 1137/8

§82 The service can be reached on working days during office hours: from 9 am to 4 pm.

§83 Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted (Article 83 of the Royal Decree on Awarding).

3.4.5 Change or withdrawal of a tender that has already been submitted

- §84 When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.
- §85 To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.
- §86 The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.
- §87 When the tender is submitted via e-tendering, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.
- §88 Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed.
- §89 The subject-matter and the scope of the changes must be indicated in detail.
- §90 The withdrawal must be pure and simple.
- §91 Where the submission report issued following modification or withdrawal as referred to in article §78 is not signed as referred to in article §78, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.6 Opening of Tenders

- §92 The tender opening is open to the public.
- §93 The tenders must be in the possession of the contracting authority before the deadline mentioned in §73.
- §94 The tender opening session will take place 1 hour after the deadline mentioned in §73§81, at the address given above for the submission of tenders.

3.4.7 Selection of tenderers

3.4.7.1 Exclusion grounds

- §95 The obligatory and facultative grounds for exclusion grounds are given in attachment to these Tender Specifications.
- §96 By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.
- §97 The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.
- §98 For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

- §99 The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.
- §100 The contracting authority will ask the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, if necessary to ensure the smooth proceeding of the procedure. The tenderer is not required to submit any supporting documents or other evidence if and to the extent that the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.
- §101 With the exception of the exclusion grounds relating to tax and social security, the tenderer that is in one of the mandatory or optional exclusion situations can prove on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organisational and personnel measures to prevent a new criminal offence or a new fault.
- §102 The grounds for exclusion apply to :
- 1° all participants who submit a joint request to participate and who intend, in the event of selection, to form a group of economic operators ;
 - 2° all participants who, as a group of economic operators, jointly submit a tender; and
 - 3° third parties (in particular subcontractors or independent subsidiaries) whose capacity is called upon with regard to the criteria relating to economic and financial capacity and the criteria relating to technical aptitude (see Selection criteria) within the meaning of paragraph 1 of Article 73 of the R.D. of 18 April 2017.

3.4.7.2 Selection criteria

- §103 Moreover, by means of the documents requested in 6.9...Form 4 - List of the main similar services, the tenderer must prove that he is sufficiently capable, from a technical point of view, to successfully perform this public contract.
- §104 Only tenders from tenderers who meet the selection criteria are taken into consideration in order to participate in the comparison of tenders on the basis of the award criteria set out below, subject to the regularity of these tenders.
- §105 The selection criteria is the following:
- Technical aptitude – references of experience.
- §106 A tenderer may, if necessary and for a specific contract, submit the capacities of other entities, whatever the legal nature of the relations existing between himself and these entities. In that case, (s)he must prove to the Contracting Authority that, for the performance of the contract, (s)he shall have the necessary resources by presenting the commitment of these entities to make such resources available to the service provider. Under the same conditions, a group of candidates or of tenderers can submit the capacities of the group's participants or those of other entities.

3.4.7.3 Modalities relating to tender examination and regularity of the tenders

§107 Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

§108 The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially.

§109 The substantially irregular tenders are excluded.

§110 A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

§111 The following irregularities are deemed substantial:

- 1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law;
- 2° failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;
- 3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;
- 4° tenders that do not bear an original handwritten signature on the tender form.

§112 The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

Conflicts of interest - Revolving door (Art. 51 Royal Decree 18/04/2017).

§113 Without prejudice to Articles 6 and 69, clause 1, 5° of the Law a conflict of interest is considered any situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

§114 The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

3.4.7.4 Award criteria

§115 The Contracting Authority selects the regular tender that it finds to be most advantageous, taking account of the following criteria per lot:

Award criterion 1: Methodology: 20 %

The tenderer proposes a methodology based on the Terms of reference, specifying how they propose to reach the Objective of the consultancy and achieve the requested

§116 Design standards and specifications within the timeframe set in Performance modalities and deliverables.

§117 For more information regarding how to write and provide the methodology, see 6.13 Attachment 7 - Methodology.85.

§118 The methodology is subject to evaluation according to the following 3 sub-criteria:

	Sub-criterion	Scoring
1.	Work plan and description of involvement of key personnel	6 points
2.	Proposed architectural concept and technological strategy	10 points
3.	Lessons learned	4 points

Award criterion 2: Qualification and experience of key experts proposed: 40 %

§119 The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in point 5 “Terms of Reference” (5.15.1 Personnel for item 1 - design services.69 and 5.15.2 Personnel for item 2 – works supervision and management services70) and they are subject to evaluation.

	Position	Maximum score related to years of experience	Maximum score related to Specific experience in green buildings	Total Scoring
1.	Integrated design sustainability coordinator(s)	5	5	10 points
2.	Architect(s)	3	3	6 points
3.	Civil Structural Engineer(s)	3	1	4 points
4.	Electrical engineer(s)	2	2	4 points
5.	Mechanical engineer(s)	2	2	4 points

	Position	Scoring Total Max Score
6.	Quantity Surveyor(s)	1 point
7.	Draftsman(s)	2 points
8.	Land Surveyor(s)	1 point
9.	Resident Engineer(s)	5 points
10.	Site engineer(s)	2 points
11.	Office engineer(s)	1 point

§120 Additional staff proposed will not be part of the scoring.

§121 **Only tenders with total average scores of at least 40 points qualify for the financial evaluation.**

Award criterion 3: Price: 40 %

§122 With regards to the 'price' criterion, the following formula will be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender} \times 40}{\text{amount of tender A}}$$

3.4.7.5 Final score

§123 The scores for the award criteria will be added up. The contract will be awarded to the tenderer 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.

3.4.7.6 Awarding the public contract

§124 The lot(s) of the contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot.

§125 Notice though that, in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the contract.

§126 The contracting authority may either decide not to award the contract, either redo the procedure, if necessary, through another award procedure.

§127 The contracting authority also reserves the right to award only a certain lot and to decide that the other lot will be the subject matter of one or more new contracts, if necessary, according to another award procedure in accordance with Article 58 §1, third paragraph.

3.4.8 Concluding the public contract

§128 In accordance with Art. 88 of the Royal Decree of 18 April 2017, the contract occurs through the notification to the selected tenderer of the approval of his tender.

§129 Notification is via digital platforms, e-mail or fax and, on the same day, by registered post.

§130 So, the full contract consists of a contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- The approved tender of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

§131 In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

4 Specific contractual and administrative conditions

- §132 This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' of the Royal Decree of 14 January 2013, 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 General Implementing Rules (GIR) apply in full.
- §133 These Tender Specifications derogate Articles 25. §2 and 26 of the General Implementing Rules – GIR (Royal Decree of 14 January 2013).

4.1 Managing official (Art. 11)

- §134 The contract managing official is Mr Joeri Leysen, Intervention Manager, e-mail: joeri.leysen@enabel.be with technical support from Mr. Alexis Doucet, Expert in Infrastructure and Urban planning, e-mail: alexis.doucet@enabel.be.
- §135 Once the contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.
- §136 The managing official is responsible for the follow-up of the performance of the contract.
- §137 The managing official is fully competent for the follow-up of the satisfactory performance of the contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He may order any modifications to the contract with regards to its subject-matter provided that they remain within its scope.
- §138 However, the signing of amendments or any other decision or agreement implying derogation from the essential 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 1.2 Contracting authority, p.7.
- §139 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 the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.2 Subcontractors (Art. 12 to 15)

- §140 The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.
- §141 The contractor remains, in any case, solely liable to the contracting authority.
- §142 The service provider undertakes to have the contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the contract. Any replacements must be approved by the contracting authority.

§143 When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

§144 In the same way, the contractor will respect and enforce to his subcontractors, the provisions of 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 (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3 Confidentiality (art. 18)

§145 The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

§146 Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

§147 The tenderer is therefore bound by the duty of discretion.

§148 In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

§149 Therefore, (s)he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

§150 The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for 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.

4.4.2 Processing of personal data by a subcontractor

- §151 During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.
- §152 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.
- §153 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.
- §154 The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.
- §155 For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.
- §156 Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28 §3 of the GDPR).

4.5 Intellectual property (Art. 19 to 23)

- §157 The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract.
- §158 Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.
- §159 For domain names created under the contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.
- §160 When the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

§161 The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.6 Performance bond (Art. 25 to 33)

§162 The performance bond is set at 5% of the total value, excluding VAT, of procurement. The value thus obtained is rounded up to the nearest 10 euros.

§163 The performance bond is constituted per block (fixed/conditional) to be performed. An initial performance bond will be set at the time of awarding the contract, and this for the fixed block. An additional bond will be required when a conditional block is awarded.

§164 In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

§165 The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions, or by an insurance company meeting the requirements of the law on control of insurance companies and approved for branch 15 (bonds).

§166 By way of derogation from Article 26, the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The contractor shall mention the name and address of this institution in the tender.

§167 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 the contract.

§168 The contractor must, within 30 calendar days from the day of contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

- 1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Complete the following form as well as possible https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), and forward it by e-mail to info.cdcdck@minfin.fed.be
- 2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function
- 3° in the case of a joint surety, by 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 public institution with an equivalent function
- 4° in the case of a guaranty, by the deed of undertaking of the credit institution or the insurance company.

§169 This proof must be provided as applicable by submission to the contracting authority of:

- 1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or
- 2° a debit notice issued by the credit institution or the insurance company; or
- 3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

- 4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or
- 5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

§170 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 contract and a reference to the procurement documents, as well as the name, first names 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 'mandatary' as appropriate.

§171 The period of 30 calendar days 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.

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

§173 Request by the contractor for the acceptance procedure to be carried out:

- 1° For the fixed block: This is equal to a request to release the initial performance bond.
- 2° For a conditional block: This is equal to a request to release the additional performance bond.

4.7 Conformity of performance (Art. 34)

§174 The services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services must comply in all aspects with good practice.

4.8 Zero tolerance Sexual exploitation and abuse

§175 In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.9 Changes to the public contract (Art. 37 to 38/19)

4.9.1 Replacement of the contractor (Art. 38/3)

§176 Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

§177 The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

§178 The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the contract.

4.9.2 Revision of prices (Art. 38/7)

§179 For this contract, price revisions are not permitted.

4.9.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

§180 The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

§181 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 will be agreed.

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

§183 The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

§184 Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the contract.

4.9.4 Unforeseen circumstances

§185 As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

§186 A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.10 Preliminary technical acceptance (Art. 42)

§187 The contracting authority reserves the right to request an activity report at any time of the assignment from the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

4.11 Performance modalities (Art. 146 et seq.)

4.11.1 Deadlines and terms (Art. 147)

4.11.1.1 Item 1: Design services (fixed block)

§188 The different design services shall be performed within a combined total period of **120 working days** starting from the day following the date of dispatch of the contract award notification letter, which will contain a first commencement order.

§189 This combined duration is calculated as the sum of all different periods during which the consultants are taken with an assignment, i.e. the periods starting with a commencement order by the Contracting Authority and ending with the submission of a deliverable, and periods during which the service provider is integrating feedback and comments on the submitted deliverables.

§190 The calculation of this duration does **not** include:

- The periods during which the Contracting Authority is reviewing deliverables (periods starting when a deliverable has been submitted by the service provider until feedback is provided by the Contracting Authority).
- The weekly closure of the service provider's business (one day per week, to be decided by the service provider and defined as part of their methodology – see Attachment 7 - Methodology.85).
- Official public holidays in Palestine.

§191 The total combined of number of days mentioned above may be distributed freely by the service provider among the different sub-phases of the design, as long as the total number is respected. The service provider will propose a distribution of the number of days as part of their methodology (see Attachment 7 - Methodology.85, in Form 7 - Workplan).

§192 The order forms are addressed to the service provider by electronically signed letters through which the date of dispatch can be determined unambiguously.

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

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

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

4.11.1.2 Item 2: Works Supervision and Management Services (conditional block)

§196 For each lot, the Works Supervision and Management Services will start at the moment of the pre-construction meeting, shortly after the awarding of the contract for the construction works, and will last until the final acceptance of the works.

§197 The works are currently expected to start in June 2025. The estimated duration of the works will be defined by the service providers during the design phase, but is assumed to last around 18 months. The defects' liability period will start at the provisional acceptance of the works and will last for **two years**.

4.11.2 Place where the services must be performed and formalities (Art. 149)

§198 The services must be performed at the following locations:

- For the land surveys and the works supervision: in the sites mentioned in the terms of references. See: 5.3.1.15.3.School programme and location.45.
- For the design: in the service provider's premises
- For the presentation of deliverables to the Contracting Authority: at Enabel's offices in Ramallah for Lot 1 and 2, at the Ministry of Education in Ramallah or online (to be confirmed by the Contracting Authority during the implementation, depending on the deliverable).

4.12 Inspection of the services (Art. 150)

§199 If during contract performance irregularities are found, the contractor will be notified about this immediately by e-mail or electronically signed letter attached to an email. The service provider is bound to perform the non-complying services again.

§200 The service provider advises the managing official by e-mail showing the exact date of dispatch, at which date the services can be controlled.

4.13 Liability of the service provider (Art. 152-153)

§201 The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

§202 Moreover, the service provider indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider. See also: Professional Indemnity Insurance, in 3.4.3.1 Elements included in the price.

4.14 Means of action of the contracting authority (Art. 44-51 and 154-155)

§203 The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

§204 In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned directly or indirectly by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

§205 In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

§206 This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the contract and/or the exclusion from procurement by the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

§207 The contractor is considered to be in failure of performance under the contract:

- 1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;
- 2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;
- 3° when he does not observe written orders, which have been given in due form by the contracting authority.

§208 Any failure to comply with the provisions of the contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

§209 The contractor must repair the defects without any delay. He may assert his right of defence by registered letter 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.

§210 Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.14.2 Fines for delay (Art. 46 and 154)

§211 The fines for delay differ from the penalties referred to in Article 45. 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.

§212 Regardless of the application of any fines for delay, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

4.14.3 Measures as of right (Art. 47 and 155)

§213 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

§214 However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects detected.

§215 The measures as of right are:

- 1° 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;

- 2° Performance under regime of all or part of the non-performed contract;
- 3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

§216 The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new contractor.

4.15 End of the public contract

4.15.1 Acceptance of the services performed (Art. 64-65 and 156)

§217 The managing official will closely follow up the services during performance.

§218 The services will not be accepted until after fulfilling audit checks, technical acceptance and prescribed tests.

§219 Within the framework of this contract, is planned:

1. For the fixed block (design phase) :

- - a partial provisional acceptance: provided upon submission of each progress payment
- - a complete provisional acceptance: provided upon the completion of performance of the services forming the subject-matter of the block. This acceptance is final if no conditional block is awarded.

2. For the conditional block (Management and Supervision Services) :

- - a partial provisional acceptance: provided upon submission of each progress payment
- - a final acceptance: on expiry of the defects' liability period of the works.

§220 According to the situation, provisional acceptance is provided upon the completion of service delivery of the contract and, on expiry of a warranty period, final acceptance is provided marking full completion of the contract.

§221 The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

§222 Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

§223 The acceptance specified above is final.

4.15.2 Invoicing and payment of services (Art. 66 to 72 – 160)

§224 The invoicing shall be done by lot:

- In case the tenderer is awarded more than one lot, each lot shall be invoiced separately.

§225 The invoice must be in Euros.

§226 The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to one of the following addresses:

Enabel office in Ramallah
Belgian Development Agency
Royal Center Building, 7th Floor
Al Balou', Mecca Street
Ramallah - Al Bireh – West Bank

§227 The invoice will be signed and dated, and will include:

- To: “Enabel, the Belgian Development Agency”;
- the statement: ‘Certified true and sincere for the amount of EUR (amount in words).’
- the reference “PSE22001-10011 – Lot X - PP#Y” (where “X” is the lot number and Y is the sequential number of the progress payment on that lot)

§228 Only service delivery that has been performed correctly may be invoiced.

§229 The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

§230 The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

§231 When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

§232 No advance may be asked by the contractor and the payment is made after provisional of each service delivery of a same order.

§233 In order for Enabel to obtain the VAT exemption as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.

§234 No advance may be asked by the service provider.

4.15.2.1 Payments for Design Works

§235 During the design phase, payment will be made only after final acceptance of the deliverables.

§236 The design price will be paid to the Consultant as a **lump sum** as stated in their financial offer as follows:

- Twenty (20%) percent of the lump sum design price shall be paid upon the submittal and acceptance of the second deliverable.
- Fourty (40%) percent of the lump sum design price will be paid upon the submittal and acceptance of the fourth deliverable.

- Fourty (40%) percent of the lump sum design price will be paid upon the submittal and acceptance of the sixth and final deliverable.

~~§237 Ten (10%) percent of each payment will be retained. This retention will be paid at the commencement of the construction works or six months after the completion of the design works whichever is earlier.~~

§238 Obligations of the service providers shall continue with the information meeting, site visits during the procurement of the works, the contribution to answer potential technical questions by interested tenderers and the amendment of tender’s annexes (plans, bills of quantities and technical specifications) if needed. The fees of these services are considered to be included in the prices of the Consultants for item 1.

4.15.2.1.1 Payments for Management and Supervision Services

§239 During the works supervision and management phase, service payments will be paid to the Consultant in monthly instalments (progress payment) based on the price as stated in the financial offer (daily rate) and their timesheets. **The daily rate is considered for a full working day of 8 hours.**

§240 For each lot, payment will be eligible and start at the date of the pre-construction meeting.

§241 The price will be paid as in the service provider's financial proposal, according to each staff rate, and until the completion of the construction works of that site. The service provider shall provide time sheets for all staff.

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

§243 In all cases of delay during the implementation of the works, the service provider shall be paid as stated in his financial proposal (Both Costs and Conditions).

§244 The Consultant shall inform the Contracting Authority in writing as soon as 80% of his prices are becoming due (not necessarily paid). It is the responsibility of the Consultant to inform the Contracting Authority of the date of expiration of his contract at least one month prior to its expiration date and propose any extension. The Consultant will not be paid if (s)he continues providing his services without the written consent of the Contracting Authority.

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

- Approved payment certificate and/or updated executed works sheets of the contractor
- Payment request by the Consultants
- Progress reports
- Site meeting minutes
- Deduction at the source certificate
- Formal invoice
- Time sheets of the staff members
- Technical reports for the electrical & mechanical engineers site visits (if requested)

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

- Approved final payment certificate of the contractor
- Final payment request by the Consultants
- Declaration of final payment
- Final report
- Provisional Acceptance Certificate
- Site meeting minutes (if applicable)
- Deduction at the source certificate
- Formal invoice
- The performance bond covering the defects liability period (maintenance guarantee)
- Other requirements requested by the donor
- The final payment of the Consultants will not be paid unless the final payment of the contractor with all supporting documentation, is submitted to the Contracting Authority, checked and approved
- Submitting all updated drawings including VOs and all necessary information for the database.

4.16 Litigation (Art. 73)

§247 The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public contract. French or Dutch are the languages of proceedings.

§248 The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

§249 In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

▶ Enabel, public-law company
Legal unit of the Logistics and Acquisitions service
(L&A)
To the attention of Ms Inge Janssens
rue Haute 147
1000 Brussels
Belgium

5 Terms of reference

5.1 Introduction

5.1.1 Enabel in Palestine

§250 Since 2000, the government of the Kingdom of Belgium, through the Belgian Development Agency (Enabel) has been supporting the Palestinian authority with a wide range of programs in the sector of education, ranging from curriculum development to school construction and including ICT, TVET, and the sector-wide support with the Joint Financial Arrangement (JFA).

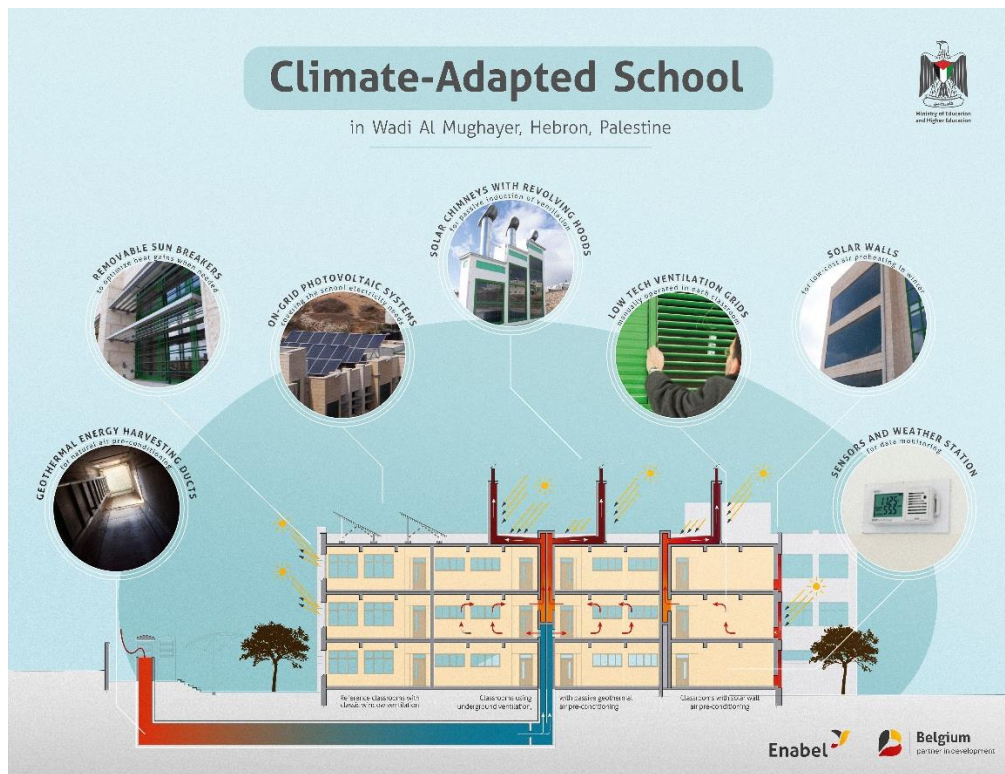
§251 Since 2010, a bilateral Schools Construction Programme has been implemented, with four consecutive phases. The ongoing fourth phase is due to end in 2023, giving way to the new Portfolio, of which QEL project (see below) is part and under which the present contract will be implemented.

§252 The specific objective of the school construction programme was to increase the access to education in the Palestinian Territory through an improved infrastructure and the creation of a healthy, safe and eco-friendly educational environment.

§253 The last two phases (III and IV) of the programme had a strong thematic focus on the environment, promoting green building design, construction techniques and innovation, passive and climate-adapted architecture, green energy and environmental awareness activities.

§254 One flagship school, Dr. Hafez Abd al-Nabi al-Natsheh Primary School for Girls, was designed as a climate-adapted “Green” school in Wadi Al Mughayer, Hebron. This school has been the most innovative school building of the region in terms of bio-climatic architecture. It has unique features such as underground tunnels and solar chimneys harnessing geothermal energy and the wind to provide on-demand naturally pre-cooled or pre-heated natural ventilation to the classrooms, as well as solar walls, movable sun-breakers, PV panels, rainwater harvesting and improved thermal insulation and airtight windows.

§255 The different classrooms and ventilation ducts have been monitored for two years using multiple sensors, gathering information on temperature and humidity and the external weather. The data was analysed by international and local consultants, who confirmed the good behaviour of the building with minimal additional cost and low maintenance needs (these reports will be provided to the successful tenderers as, it contains valuable information about how the building and its innovations are behaving in the local climatic context of Hebron). However, the building does not have any additional mechanical or electrical heating or cooling system, meaning that the comfort in the classrooms is not adequate, in particular in winter, where additional heaters are still required.



5.1.2 New portfolio

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

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

§257 The first pillar of the portfolio embraces a multi-pronged approach that empowers youth across different dimensions: education, protection, civic engagement, employment, and entrepreneurship. The rationale is that in order for adolescents and youth to thrive, a set of integrated policies and programmes is needed that address the “whole person”¹. The pillar is structured around three interventions, each linked to a Specific Objective of the Cooperation Portfolio and representing one or more of the dimensions for youth empowerment.

5.1.3 Quality Education and Learning (QEL) project

§258 The first intervention of the New Portfolio is Quality Education and Learning (QEL) project.

§259 Its specific objective is that boys and girls, young women and men access quality education and acquire STEAM and 21st century skills in a conducive learning environment.

§260 It has three results:

- R1: Increased access to general education in more conducive learning environments
- R2: Enhanced quality of general education & learning outcomes in STEAM & 21st century skills

- R3: Improved well-being and inclusion of vulnerable students

§261 The first result foresees the construction, retrofitting and/or extension of schools in Gaza and the West Bank, including East Jerusalem. It is foreseen to build **two new schools in Gaza and one eco-friendly school in Hebron**⁹, and in East Jerusalem, to create one school, retrofit three existing schools and build three extensions.

§262 **Building on successful previous school construction projects, all schools will follow low-energy sustainable design and construction principles, featuring innovating elements such as improved thermal insulation, passive ventilation, geothermal energy, solar walls and solar chimneys, PV systems, rainwater harvesting, low-energy materials, etc. To increase the intervention's visibility and to raise awareness, environmental certification (locally or internationally) will be sought for these buildings, where feasible.**

§263 The four new schools mentioned above are the object of this design consultancy.

5.1.4 Palestine's NDC

§264 Palestine it is one of the most vulnerable countries to climate change considering its location in the Mediterranean region, a hot spot for climate change and its impact. The period between joining the UNFCCC in March 2016 and submitting the INCR and NAP in November 2016 was less than eight months, highlighting the importance of climate change within Palestine's national agenda. The State of Palestine's key climate goal is to reduce its climate vulnerabilities, primarily through increasing adaptive capacities, and, thereby, enhance the climate resilience of the national development process and local communities.

§265 The nation decided to revise its 2017 NDC targets in 2021 and increased its ambitions, a key ambition being raising its conditional greenhouse gas emissions reduction targets to 26.6% (instead of 24.4%) in an independence scenario and 17.5% (instead of 12.5%) in a status-quo scenario by 2040, compared to business as usual. Palestine also identified 12 sectors as "highly vulnerable" to climate change and out of these 12 action plans for 6 sectors (in 2021) including agriculture, energy, health, transport, waste, and water were developed in order to facilitate successful implementation of Palestine's NDC. Among the actions for the different sectors are for example the promotion of green buildings, harvesting of rainwater, improved energy efficiency by 20% and 20-33% of electricity to be generated from renewable energy by 2040, primarily from solar PV.

5.2 Objective of the consultancy

§266 The scope of this consultancy is to conceptualize and design four environmentally sustainable school buildings, simulate and assess their expected behaviour, their life-cycle environmental impact and running costs, support the procurement of their construction and supervise the implementation of the works until their final acceptance by the contracting authority, as well as, to obtain their environmental certification.

§267 The outcome shall be the construction of the four most eco-friendly school buildings in Palestine to date, featuring highly replicable and locally adapted innovations in the field of energy efficiency, reduction of greenhouse gas emissions, reduction of water and of raw materials consumption, the promotion of local and sustainable materials, the protection of

⁹ The portfolio was foreseeing these three schools, later a new school in Al-Ezariyeh was proposed by the Ministry. Enabel is also planning to follow an environmentally friendly approach for all four schools.

the local environment from any kind of pollution and the contribution to the regeneration of local biodiversity, while offering a safe, healthy, comfortable, accessible, inclusive and child-friendly conducive learning environment to their end-users and minimizing the maintenance needs, the running costs and surcost not paid back during the lifecycle of the building.

§268 The specific objectives of this consultancy are:

5.2.1 Item 1 – Design Services

1) During the design phase:

- To clarify the scope of the project by reviewing with the Contracting Authority and the Ministry of Education the architectural program, available budget of the four schools, the targets, constraints, and timelines and ensuring all stakeholders are aligned and have a clear understanding of what is expected from the project.
- To review the baseline assessment study of a selection of existing schools including an energy audit, water consumption survey and GHG emissions calculation (provided by the Contracting Authority) and reviewing the relative reduction targets (CO₂, energy and water).
- To conduct a site analysis: to understand the site conditions, site context, zoning regulations, and other relevant factors that may impact the design of the building.
- To assess the technical, financial, and political feasibility of certain design choices, technologies, and alternative construction materials
- To develop an architectural concept and technological strategy presenting and comparing the cost and environmental benefit of several (minimum 3) options of innovations minimizing the energy consumption, greenhouse gas emissions, water and material consumption and pollution,
- Developing a schematic architectural design, using Building Information Modelling¹⁰ (BIM) software to create a dynamic (parametric) 3D CAD, model providing live feedback of impact of design options on the environmental targets, including dynamic multi-zone simulation study of each building thermal behaviour (heat gains and losses, thermal inertia), natural lighting, net energy demand and estimation in the embodied GHG emissions and in-service water consumption and an estimated budget of construction and of running costs
- To develop a preliminary design for each school, further developing the BIM model and developing the aesthetics, construction materials and architectural functionality of the building and estimated budget. Several options shall be offered regarding the building materials and technologies with a cost/environmental benefit (energy/CO₂/water) comparison.
- To prepare the detailed design of the buildings, including all architectural, structural, details, mechanical and electrical drawings, priced bill of quantity and technical specifications, as well as an updated environmental impact assessment and simulations done at the preliminary design step.
- To prepare any other document and calculation necessary for the obtention of an energy performance certification (e.g. Belgian PEB or Passive House) and from the Palestinian Higher Green Building Council

2) During the works procurement phase:

¹⁰ e.g. Revit, Archicad, etc,

- To assist the Contracting Authority in preparing all necessary annexes to the tender documents¹¹: drawings, unpriced bill of quantities, cost estimate, technical specifications, implementation plan, and financial plan. Note: the tender will be launched using Belgian public procurement law. The general and specific contractual and administrative conditions of the tender will be drawn up by Enabel. Apart from the above-mentioned annexes, the consultants' advice may be solicited to establish the minimum required personnel, equipment, and financial capacity of the tenderers.
- To assist the Contracting Authority during the site visits and information meeting (pre-bid meeting) in answering in writing any technical questions and, if requested, preparing any necessary errata or amendments to the annexes.
- To assist, if requested by the Contracting Authority, in analysing the received tenders and potentially help review the normality of unit prices submitted by tenderers according to market prices and price breakdowns.

5.2.2 Item 2 – Works supervision and management services

1) During the works implementation phase:

- Supervise all construction activities from the site hand over till the preliminary acceptance in accordance with the terms and conditions of the construction contract and its annexes.
- To participate in all site **meetings**, including the pre-construction meeting, weekly meetings, provisional acceptance, and final acceptance inspection visit and draft the minutes and attendance sheets.
- To make frequent site visits to schools during the implementation and defect liability periods, collecting observations that may arise and instruct the contractor to implement them under their supervision.
- To provide the Contracting Authority with frequent technical and financial **reports** (monthly, quarterly, final, etc.) regarding the progress of the works and the conditions of each individual site, investigate the obstacles and recommend practical remedies.
- To ensure that the works are well controlled in terms of **quality** of workmanship and materials and ensure they are executed according to the works contract and its annexes (drawings, bill of quantity and technical specifications) and what is considered good practice, obtaining timely samples and data sheets for all required items and ensuring on-site and laboratory testing where appropriate.
- To ensure that the works are carried out in a **timely manner**, by promptly obtaining a detailed and realistic implementation schedule from the contractor, reviewing it, monitoring the actual progress of the works according to this baseline, ensuring it is constantly updated and ensuring quick problem solving by making proposals of adjustments in the sequencing of the works or propose variation orders.
- To ensure constant **budget** monitoring of the works, by measuring and reviewing the quantities of each item in the Bill of Quantity according to change in plans and variation orders and ensuring the construction budget is controlled and the Contracting Authority informed in real time of any deviation from the cost estimate.
- To ensure **safety** of workers and visitors is properly monitored, defining a safety plan and ensure safety measures are properly implemented at all times and reporting any incident.

¹¹ Works will be contracted directly by Enabel, using Belgian public procurement law. Enabel is responsible for drafting and finalizing the general and specific administrative clauses of the tender document and ensure their compliance with Belgian law.

- To prepare variation order and **amendments** preparatory documents, drafting the justification of the needed changes, explaining and documenting their unforeseen nature (if applicable), analysing price breakdowns and verifying the market prices for new unit prices to be set and negotiated.
- To ensure a smooth processing of **payments** for works, by reviewing first, partial progress and final payments submitted by the contractor, reviewing and controlling all quantities and documenting them with measurement sheets and ensuring their accuracy and regular and swift transmission to the Contracting Authority
- To coordinate and support the different **acceptances** of works (preliminary technical acceptance and provisional acceptance), ensuring timely obtention of necessary documentation and presence of necessary parties, participating in the acceptance committee, sharing the notes to the contractor and actively following up on the implementation of related remedial measures.
- To assist in establishing a **maintenance guide** for the school buildings, detailing recommended routines for daily, weekly, monthly and yearly maintenance steps to be taken, the appropriate modality, products and tools to undertake them, their estimated cost and expertise or qualification needed.
- During the project implementation and until the final acceptance, to attend the visits from internal and external auditors to the project, when required.

2) During the Defects Liability period:

- To frequently monitor and inspect the project and/or make inspection upon the request of the Contracting Authority and order the contractor to perform any repair, amendment, reconstruction, rectification or any other works deemed necessary before issuing the final acceptance certificate.
- To perform frequent visits to the project (min. once every month during the first three months and every 3 months thereafter and when requested by the school principal) and should, by coordination with the contractor, prepare a report about that visit and submit it to the Contracting Authority.
- To ensure the final acceptance takes place before the expiry date of the performance bond covering the defects liability period, ensuring a timely inspection of the works and implementation of remedial measures before the deadline.
- The Service provider shall provide a written report of the inspection to the Contracting Authority and the contractor regarding the final acceptance of the works or corrective measures and actions to be taken by the contractor.
- The Service provider shall monitor all corrective works under warranties or guarantees, and submit a written report accompanied with a final acceptance certificate stating deductions, if any, from the maintenance guarantee.

5.3 School programme and location

5.3.1 Lot 1 - Bakri school (Hebron)

5.3.1.1 Site location

- The site is located at the North-East end of Hebron, in Area H2. GPS location: 31.5455, 35.1126.
- Approximate plot boundaries are highlighted in red on the map below.
- The plot of land has an approximate area of 5500 m2. It has a relatively high declivity. A new road, connecting the Northeast of Hebron with Bani Salim Road (Area C) is planned by the Municipality of Hebron (orange double dotted line).



5.3.1.2 Programme

- School level: 5-9 grades
- Gender: girls
- No. of classrooms: 19
- No. of students per class: 40
- Internal and external parking space,
- Playgrounds, shaded assembly areas, and green areas.

The needed built functions and their estimates areas are shown in the table below:

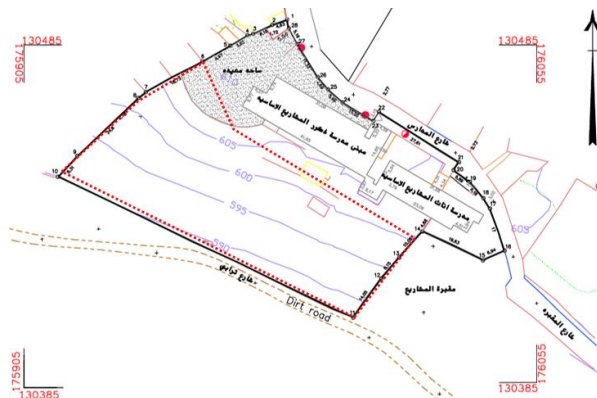
No	Function	No. of Students per Unit	No. of Units required	Net Area in m2 per Unit	Total Area in M2
1	Classrooms	40	19	49.8	946.2
2	Library		1	65	65
3	Administration Unit				299.4
	A. Headmaster Room		1	30	30
	B. First Aid		1	15	15
	C. Door Keepers and kitchen		1	10	10
	D. Teachers Room		3	49.8	149.4
	E. Social Worker		1	15	15
	F. Secretary		1	20	20

No	Function	No. of Students per Unit	No. of Units required	Net Area in m2 per Unit	Total Area in M2
	G. Administration Toilets		2	15	30
	H. Archive and copy machine		1	15	15
	I. Sports equipment store		1	15	15
4	Multi-purpose hall	40	1	84	84
5	Biology & Chemistry lab+ Store+ prep.	40	1	84	84
6	Physics lab. + Technology & Applied Science				
7	Technology/STEM Lab.	40	1	84	168
8	General Stores		2	20	40
9	Toilets (each including 8 toilet units) Including 1 disability toilet in the building		3	49.8	149.4
10	Canteen		1	16	16
11	Lobby		1	60	60
	Total				1912
	Area of Walls and Corridors 65% (estimate)				1242.8
	Total Built-up Area				3154.8

5.3.2 Lot 2 - Riad Al-Aqsa Basic school (Al-Ezariyeh)

5.3.2.1 Site location

- The site is located near the entrance of Al-Ezariyeh, in Area B. GPS location: 31.7665, 35.2733.
- The new school is to be built as an extension to Riad Al-Aqsa schools located in Al-Ezariyeh and the Old city of Jerusalem. This new building is to be built on the same plot as two existing schools (Masharee' boys and girls basic schools) and the cemetery. The remaining area available of the plot has an approximate area of 3000 m2.
- Plot boundaries are shown on the maps below:



5.3.2.2 Programme

- School level: 1-9 grades
- Gender: girls
- No. of classrooms: 9
- No. of students per class: 40
- Internal and external parking space,
- Playgrounds and green areas.

§269 The needed built functions and their estimates areas are shown in the table below:

No.	Function	No. of Students per Unit	No. of Units required	Net Area in m2 per Unit	Total Area in M2
1	Classrooms	40	9	49.8	448.2
2	Library		1	65	65
3	Administration unit				184.8
	A. Headmaster room		1	30	30
	B. First aid		1	15	15
	C. Door keepers and kitchen		1	10	10
	D. Teachers room		2	49.8	99.6
	E. Social worker		1	15	15
	F. Secretary		1	20	20
	G. Administration Toilets		2	15	30
	H. Archive and copy machine		1	15	15
	I. Sports equipment store		1	15	15
4	Multi-purpose hall	40	1	84	84
5	Biology & Chemistry lab+ Store+ prep.				
6	Physics lab. + Technology & Applied Science	40	1	84	84
7	Technology/STEM Lab.	40	1	84	84
8	General Stores		2	20	40
9	Toilets (each including 8 toilet units) Including 1 disability toilet in the building		1	49.8	49.8
10	Canteen		1	16	16
11	Lobby		1	60	60
	Total				1115.8
	Area of Walls and Corridors 65% (estimate)				669.48
	Total Built-up Area				1785.28

5.4 Design standards and specifications

§270 The project aims at developing four schools as beacons of sustainability in Palestine. They shall outperform existing school designs in terms of environmental sustainability and comfort, while not compromising their social sustainability and also remaining highly replicable as a concept to be used for other schools by Palestinian public funds and other international donors. Here below are described the different specifications and standards to be respected, including **21 specific targets** to be achieved.

5.4.1 Environmental sustainability

5.4.1.1 Climate change targets

Energy efficiency

§271 A major focus of the design shall be the building energy efficiency.

§272 The building envelope and its orientation shall be designed in such a way that it optimizes the heat gains from the sun in colder days and minimizes it in hotter days, makes use of the wind and natural ventilation as much as possible, while minimizing the heat losses through the envelope through a high level of thermal insulation.

§273 The building envelope and ventilation system shall be designed in such a way to reach the **Passive standard (classic) for non-residential buildings**, i.e. for which thermal comfort (ISO 7730) can be achieved solely by post-heating or post-cooling of the fresh air mass, without the need for additional recirculation of air. See also: 5.4.1.7 Environmental Certification, p.52.

§274 For non-residential buildings, the passive standard entails the following targets¹²:

- **Target 1** - A net energy requirement for heating under 15 kWh/(m².year). This requirement is to be calculated using PHPP software and/or using a dynamic simulation program.
- **Target 2** - A net energy requirement for cooling under 15 kWh/(m².year). This requirement is to be calculated using PHPP software and/or using a dynamic simulation program.
- **Target 3** - An envelope airtightness under 0.6 vol/h¹³
- **Target 4** - A probability of overheating risk with hours of overheating (> 25° C) not exceeding 10% of occupation time. Probability to be estimated by dynamic simulation.
- **Target 5** - A primary energy consumption under 120 kWh/(m².year). This consumption is to be calculated using PHPP software or dynamic simulation software.

Green energy

§275 **Target 6** - All building energy needs shall be covered by solar energy produced on site, including PV systems and solar water heaters.

§276 In the West Bank, the systems may be on-grid systems only.

§277 Roof area permitting, a larger PV system may be requested by Enabel to produce more electricity than the school needs, using a feed-in tariff to generate income.

GHG emissions reduction target

§278 Separately from the energy performance of the buildings, the four schools will also aim at reducing the CO₂ emissions not related to energy which embodied in the construction materials. The major part of these emissions are related to the production of carbon dioxide as a byproduct of the chemical conversion process used in the production of clinker, a component of **cement**, in which limestone (CaCO₃) is converted to lime (CaO).

§279 **Target 7** - The design shall lead to a **reduction by 20%** of these non-energy related CO₂ emissions embodied in construction materials, as compared to current schools built in Palestine. For this, a baseline study is being carried out by Enabel, to calculate the current average CO₂ emissions from previous school designs, the results of which will be shared with the successful tenderer(s).

§280 Reaching this target may involve using alternative structural design or building materials or both. Structural design may be done in a way that would lead to a reduction of the quantities or raw materials needed, in particular concrete, by using hollow sections or arches, for example. Alternative materials could be alternative masonry elements for the partition works, for example compressed stabilized earth blocks (CSEB), aerated

¹² For a complete description, see: https://passiv.de/downloads/03_certification_criteria_nonresidential_en.pdf

¹³ Measured at 50 Pascals pressure (ACH50), as verified with an onsite pressure test (in both pressurized and depressurized states).

autoclaved concrete (AAC), hempcrete, etc. Proposals for such materials will be made by the consultants during the technical feasibility analysis.

5.4.1.2 Water consumption and treatment

Introduction

§281 Water is very scarce in Palestine and even scarcely available to Palestinians.

§282 From a weather perspective, precipitation averaged 489.60 mm from 1901 until 2021, reaching an all time high of 801.48 mm in 1944 and a record low of 201.97 mm in 2017. The trend and prospects of precipitation in the coming decades are grim: annual rainfall is currently decreasing and extreme events and slow-onset changes related to Climate Change are expected to cause a further decrease in the availability of water resources. The mean annual precipitation is expected to decrease by up to 30% until 2050, continuing with higher levels of significance until 2100.

§283 Meanwhile, the Palestinian population is growing fast (2.4% nationally; and the increasing temperatures are expected to lead to a further increase in demand of water. Efforts to meet this demand may lead to a reduction in groundwater quantity, which would damage ecosystems and soil health.

§284 As part of the occupation of Palestinian territory, Israel controls 97% of the water sources and water infrastructures of the territory.

Water recycling and efficiency

§285 To reduce the net primary consumption of water of the buildings, it is proposed to develop a three-track approach:

- Increase the efficiency of water consumption devices, such as toilet flushes and taps
- Ensure a full recycling of water on site, through grey and black wastewater treatment and closed-circle reuse for non-drinkable purposes, such as cleaning and toilet flushing
- Harvest rainwater, where feasible and necessary, to complete the needs not covered by recycling, including for irrigation

§286 To avoid any health hazards and comply with local health regulations, two segregated water networks shall be foreseen in the schools: one for drinking purposes (which shall include drinking fountains, kitchen and lab sinks, handwashing taps and bidet showers — “*shattafa*”), and one for non-drinkable uses: floor cleaning, toilet flushes and irrigation.

Drinking water network

§287 In Hebron and Al-Ezariyeh schools, since drinkable piped water is commonly available from the network, and since drinking water constitutes a minimal amount of water consumption, it is proposed to supply the drinking water network from the municipal supply. If the water quality at the exit of the tap is expected to respect health regulations, no further water pre-treatment may be foreseen at school level. Otherwise, a treatment shall be foreseen.

§288 **Target 8** - Water shall be compliant with the applicable Palestinian standards.

§289 **Target 9** – 100% of wastewater from the drinking water taps shall be collected and reused for other purposes, either by being directed to the non-drinking wastewater treatment plant, or for direct reuse such as irrigation or cleaning.

Non-drinking water network

§290 **Target 10** – Grey and black water shall be collected and treated locally in an efficient wastewater treatment plant to reach a concentration of Biochemical Oxygen Demand below 30mg/litre and recycled to operate in a near-closed circle.

§291 The plant shall be designed to deal with the specific characteristics of school sewage:

- A large number of toilet flushes and greater organic loadings, resulting in high concentrations of ammonia
- Regular short periods with no loading, with no loading to plant between late afternoon and morning
- Little to no use during the summer months, with a rapid start up at beginning of school term
- Automatic operation and low maintenance requirements as no specialist staff onsite
- Small footprint due to site restrictions

§292 This water shall be reused for flushing toilets, floor cleaning, irrigation, and if possible to supply water flow to tanks designated for fire prevention in accordance with Civil Defense requirements. Furthermore, to avoid drinkable water being used for floor cleaning, specific taps shall be provided at the right height to allow for bucket filling.

5.4.1.3 Raw material consumption

§293 **Target 11** – The building design and the construction materials used shall aim at a reduction of 20% in the consumption of non-renewable virgin material resources. These virgin resources include non organic materials such as aggregates, stone or steel made from iron ore that are issued from quarries and not from recycling processes.

§294 Reaching this target may involve using alternative structural design or building materials or both, as for the GHG emission reduction target. Structural design may be done in a way that would lead to a reduction of the quantities or raw materials needed, in particular concrete, by using hollow sections or arches, for example. Alternative materials could also be proposed, using organic materials (such as wood, cork, hempcrete, plant-based polyurethane, clay, rubber) or recycled materials, such as recycled and or recycled steel.

5.4.1.4 Biodiversity

§295 **Target 12** – The buildings shall not damage their local ecosystem negatively, and should contribute positively to restoring local biodiversity.

§296 The biodiversity of the natural environment and the surrounding areas will have to be considered to avoid endangering the native species, habitats and ecosystems that are present on the selected site.

§297 For this reason, it will be important to limit the intensity, duration and the amount of pollution during the entire life cycle of the schools. The design and works supervision modalities will seek to minimize the impact on the site and surrounding ecosystems, during the works (e.g., minimizing vegetation cutting, excavations, noise, and dust pollution) and when the building is in use. It is important to study and preserve the ecological connectivity of the ecosystem, including the natural drainage of rainwater.

§298 Regenerating damaged ecosystems on site could also be done through the reintroduction of at-risk plant species or plants which are supportive to threatened animal species, such as bees or birds. This includes planting native plants currently found on site. These plants are suited to the climate, require almost no extra water and can restore the soil.

- §299 Green roofs and walls may also be incorporated into the design, as these can offer new habitats for plants and insects that may have lost their habitats due to increased construction in the area and contribute to reducing the heat island effect.
- §300 Another example of contribution could be the provision of modular bricks that can serve as bee houses, bird houses and planters. They can partially mitigate the loss of habitat due to increasing urbanization.

5.4.1.5 Local materials

- §301 **Target 13** – The building materials will feature at least 30% local materials or imported materials with a lower environmental impact than local materials.
- §302 Using local materials has the benefit of reducing the significant environmental impacts of transporting materials long distances. It can also encourage vernacular building styles and support the local economy.

5.4.1.6 Local pollution

Water

- §303 The recycling of water on site shall lead to minimal amounts of water being released outside of the school compound. Nevertheless, should any water have to flow out of the school premises in the form of direct environmental disposal or urban sewage, this water shall be treated accordingly.
- §304 **Target 14** – Wastewater exiting the school compound shall be treated up to a maximum value of Biochemical Oxygen Demand of 10 mg/litre for direct environmental disposal and 300 mg/litre for disposal to sewer systems connected to a wastewater treatment plant.

Solid waste

- §305 Although most of solid waste management is related to processes and awareness, a few elements of the design of the infrastructure can contribute to better practices.
- §306 Separating, reducing, reusing, recycling and composting are good options for managing school waste. this needs to be studied during the design phase for each location, for example, if commercial recycling companies are located near the school. If applicable, labelled bins should be provided for each type of waste including glass, paper, plastic, metal and organic waste.
- §307 Each classroom should have a paper recycling bin to implement the recycling of old papers. Many students will only use the bins that are right in front of them. Glass, cans, and organic waste bins can be placed in the eating area where students can get rid of any of their food waste. Compost boxes should be designed and incorporated as part of the school garden.
- §308 Also, the design should aim to reduce the needs of excavation and backfilling and where possible to compensate one with the other, so as to minimize the transportation of soil and reduce the disposal of excavations in dumping sites.
- §309 **Target 15** – 100% of the materials leaving the construction site (demolition materials, excavated soil or rocks) shall be disposed in a controlled and environmentally friendly way, preferably through reuse or recycling.

Light pollution

§310 Light pollution has several negative impacts; it can interfere with wildlife migratory and breeding patterns, can cause birds death who will not see the glass windows, waste energy, lead to glare issues, and impact human metabolism and disrupt sleep.

§311 To reduce light pollution an evaluation of the outdoor lighting requirements is needed (i.e., aesthetics, security, or utility), to eliminate unnecessary lighting, and to strategically place energy-efficient lighting and controls to meet the remaining lighting requirements.

§312 The design should consider downlighting, solar powered LED lights for outdoor pathways, and lighting controls such as motion detectors, photosensors, and schedule controls, to enhance an energy efficiency and security while reducing light pollution.

5.4.1.7 Environmental Certification

§313 Two types of environmental certification shall be obtained.

- **Target 16** – The first is the certificate for the Passive Standard (Classic) for Public Buildings, emitted by a recognized body such as PassivHaus Institut.
- **Target 17** – The second certification shall be from the Palestinian Higher Green Building Council, and show the building reached the gold standard.

§314 The obtention of this certification shall be the responsibility of the Consultants, through adequate design and supervision of the works. Inspection costs, tests costs and certification costs are not included in the cost of the consultancy (See: Elements included in the price).

5.4.2 Social sustainability

5.4.2.1 Safety and health

General safety

§315 The design should comply to the good practices relating to the safety of students while using the school facilities, for example, the height of railings, finger protectors on doors, protected edges, non-slip tiles, height of electrical sockets, etc.

Fire prevention

§316 The design shall comply with the requirements of the Palestinian Code for Fire Prevention and Safety, First Edition 2021 for all aspects related to, but not limited, building classification, site accessibility, emergency and fire prevention, insulation, and electromechanical requirements.

Earthquake resilience

§317 The buildings and non-structural components shall be designed in accordance with the latest edition of the Jordanian National Building Code.

§318 Seismic and wind design data shall be obtained from reliable sources in the region and are to be carefully presented and documented.

§319 The structural system shall provide continuous load paths, with adequate strength and stiffness to transfer all seismic and wind forces from the point of application to the point of final resistance.

§320 Non-structural components are architectural, mechanical, and electrical items that are permanently attached to and supported by a structure but are not part of the structural system.

Indoor air quality

- §321 Although indoor CO₂ levels are typically below 1000 ppm, having over 20 students and teachers in an enclosed classroom would naturally raise the CO₂ levels and it is not uncommon that CO₂ levels can go beyond 3000 ppm. This can even be exacerbated by the target of airtightness of the building envelope (0.6 vol/h). Levels above 1000 ppm may affect negatively the student's health, their ability to focus and learn new information.
- §322 Therefore, indoor air quality monitors shall be planned to properly monitor and measure carbon dioxide, temperature, and relative humidity, and optimize mechanical ventilation of the spaces.
- §323 **Target 18** – The buildings and systems shall be designed to ensure a maximum level of CO₂ of 1000 ppm in the classrooms.
- §324 As per the passive standard, the average ventilation volumetric flow must be determined based on a fresh air demand of at least 17 m³/h per child from age 12 to 18 years and at least 15 m³/h per child younger than 12 years.
- §325 The Volatile Organic Compounds (VOC) pollutants are also another point of attention, as they are among the leading indoor air pollutants causing severe health issues for children and adults. Construction materials, furnishings such as desks and shelves, resins of wood products, adhesives, glues, paints, cleaning chemicals, and carpets are primary VOC emission sources in schools. The VOC concentrations in newly built school buildings are significantly higher.
- §326 **Target 19** – All finishing materials of walls, ceilings, flooring and furniture, including wall paint, shall be selected to minimize the emission of VOCs.

5.4.2.2 Inclusivity

Accessibility

- §327 Access to persons with a reduced mobility shall be guaranteed to as many classrooms as possible and spaces should be adapted to allow the use and access to the main facilities like playground, toilets and all specialized classrooms, such as labs, libraries etc.
- §328 The design shall comply with the "Design requirements for the structure according to needs especially for people with disabilities" 2nd edition, 2014 issued by the Palestinian Engineering Association, and international standards and good practices.
- §329 The decision to install an elevator, granting access to other floors, will be decided jointly by the MoE and Enabel during the design phase, based on considerations of budget, safety, electricity consumption and maintenance.

Visual impairment

- §330 The school design shall follow the applicable technical standards from the MoE on accessibility to low vision users. These standards will be provided to the successful tenderer(s) after awarding, but entail mainly ensuring high colour contrast, braille, textured surfaces, clear paths, suitable lighting, etc. ...

Gender

- §331 Gender equity shall be pursued in all aspects of design.
- §332 For example, the number of toilets and total toilet area shall not be equal between males and females, but the toilets shall be designed to aim for equal **queuing times** between

females and males. To achieve this equitable access to facilities, typically, international standards recommend around 1.6 times more toilets for women than for men.

§333 Furthermore, the specific cultural needs of women and girls in Palestine shall be taken into account in the design, including sports playgrounds.

5.4.2.3 Comfort

§334 Notwithstanding the energy efficiency targets, the classrooms and administrative offices shall still provide an acceptable level of thermal comfort in all seasons.

§335 This will be achieved by adequate HVAC mechanical ventilation with heat recovery (MVHR) systems and/or Ground Source Heat Pumps (GSHP).

§336 **Target 20** – The classrooms and administrative offices shall offer a thermal comfort of level B as per the ISO 7730:2005 standard, i.e. with a range of acceptability with predicted mean vote (PMV) situated between the values of -0.5 and +0.5 and a PPD of less than 10%.

5.4.3 Economic sustainability

5.4.3.1 Replicability of innovations

§337 Both Enabel and the Palestinian Ministry of Education are interested in developing, through the design of these four schools, concepts which are highly replicable to other schools in the future. When evaluating several options of design, they shall not be judged only in terms of how effective they are and their own impact (in terms of GHG emissions, energy efficiency, water efficiency, etc), but also on which one has the highest potential of being adopted widely for the design of all future schools, and therefore benefit from a multiplier effect.

§338 For this reason, the additional cost of innovations (as compared to business as usual) shall be limited, to ensure they remain replicable on other projects.

§339 However, some innovations will have a large initial investment cost but may bring some savings on the running costs of the schools (reduced electricity bills, water bills, etc), where a payback period of the investment may be calculated. Such pay-back investments shall not be considered as extra costs.

§340 **Target 21** – The total extra cost of innovations that are not paid back within 10 years of use shall be limited to 15% of the cost of existing school designs.

5.4.3.2 Low cost and easy maintenance

§341 The issue of maintenance and maintenance-friendliness of infrastructure is of paramount importance in the design of schools. Consultants will have to exert utmost care to develop design details which will facilitate the maintenance, on a daily basis and in the long term.

Cleaning

§342 Floor cleaning shall be facilitated careful design details in all places.

§343 A specific attention shall be brought to the design of the toilet area, whose cleaning shall be facilitated by attention to details, such as reducing the number of edges and corners, protection of wood or metal from moisture and corrosion, privileging continuous smooth surfaces and rounded angles.

§344 A special attention shall be brought to listening to the needs, practices, lessons and advice from janitors and other school staff from neighbouring schools, in order to facilitate their

work (placement of floor drains, staircase steps edges, closets for cleaning tools and products).

Longer term maintenance

§345 The need of maintenance of appliances, mechanisms and systems shall be carefully anticipated. Imported appliances which cannot be repaired locally due to a lack of skilled personnel in the country or due to restrictions in importing spare parts shall be avoided.

§346 The design shall also take into consideration the current design of standard furniture supplied by the MoE and evaluate if it can be used or improved as a standard, instead of providing alternative models without a rationale. This is to ensure compatibility and allow easy maintenance of furniture and equipment, for which standard spare parts are commonly procured in bulk and distributed to all schools.

Prevention of vandalism

§347 Public schools are prone to damage or vandalism by the students. While this can sometimes be dealt with by the education and awareness raising, this risk has also to be taken into account as a fact during the design and implementation of the works, by combining creative approaches of durable protections and/or psychologically-aware design. For example, it has been studied that in the field of public transports, certain kind of surfaces are more prone to graffiti than others, with successful use of alternative materials. Large plain and light-coloured surfaces with a smooth texture tend to attract graffiti more than rough, textured and natural materials.

5.4.4 Educational standards

5.4.4.1 Classroom environment

§348 The different general and specialized classrooms will have to abide by the MoE's standards in terms of size and use, unless improvements are proposed and agreed with them. These specifications will be provided to the successful tenderer upon awarding.

5.4.4.2 Child friendliness

§349 Schools are not merely "shelters" within which children are "educated" and schooling takes place. Rather – school buildings are an integral part of the educational process itself. Indeed, the quality of the environment created by the architect and all involved engineers will impact on the quality of the education to take place. A school must be a place where a child feels free and can develop, mature, grow up.

§350 Therefore, the design proposals shall take into account the general recommendations of the UNICEF Child-Friendly Schools manual, available on the link: [Child-Friendly-Schools-Manual.pdf \(unicef.org\)](https://www.unicef.org/manuals/files/Child-Friendly-Schools-Manual.pdf).

§351 The variety of ages and body sizes within the school will also have to be taken into account in the design of the furniture, taps, sinks, toilets, windows height, stairs, etc. A special focus has to be brought to the use of child friendly colors and materials in the design of the interior space and furniture.

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

5.5 Performance modalities and deliverables

5.5.1 Reconnaissance and Program Analysis Phase

§353 The scope of this first phase is:

- To review the architectural program and available budget of the four schools with the Contracting Authority and the Ministry of Education.
- To review the baseline assessment study of a selection of existing schools including an energy audit, water consumption survey and GHG emissions calculation (provided by the Contracting Authority) and reviewing the relative reduction targets (CO₂, energy and water).
- To assess the technical, financial, and political feasibility of certain design choices, technologies, and alternative construction materials.

§354 This phase includes reviewing and studying all the data provided by the Contracting Authority including all assessment studies, surveys, programs of functions and the budget.

§355 It also includes conducting visits to the project site(s) to obtain a thorough understanding of the site conditions, site context, zoning regulations, and other relevant factors that may impact the design of the building(s); including carrying out an initial environmental impact assessment.

§356 Consultants shall meet with the Contracting Authority and the Ministry of Education to discuss their findings, constraints, timelines, set targets and dissipate any doubts.

§357 This phase also includes providing a proposal of intended **list of innovations and technological choices** that can realistically be integrated into the school design to reach the targets mentioned above. These may include standards, technologies, concepts, materials and ideas from other projects around the world and deemed suitable for the local context. Each innovation shall be accompanied by a sketch or a reference picture and a description of how it will contribute to the design targets.

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

Deliverable #1: Provide a program analysis report containing the coordinated project scope, supplemented by all other information necessary to form a complete basis for the project design, including a list of proposed innovations each with initial price estimate and impact on targeted indicators. It shall also list initial environmental impact assessment findings and include several scenarios matching with the global budget of the intervention. (Electronic document in English, in editable format and pdf, to be submitted by email).

5.5.2 Conceptual phase

§359 Based on the results of the first phase, the scope of this second step is to develop an architectural concept and technological strategy presenting and comparing the cost and environmental benefit of several options (minimum 3) of innovations minimizing the energy consumption, greenhouse gas emissions, water and material consumption and pollution, and their integration.

Deliverable #2: Provide an **architectural concept including topographic plans and technological strategy**. It shall include sketches, showing how the different innovations may

be integrated and adapted to the sites, their area, slope and orientation (Electronic document in English, in editable format and pdf, to be submitted by email).

5.5.3 Schematic design phase

§360 Based on the approved architectural concept, consultants will then develop a preliminary design for each school, using Building Information Modelling¹⁴ (BIM) software to create a dynamic (parametric) 3D CAD model providing live feedback of impact of design options on the environmental targets, including dynamic multi-zone simulation study of each building thermal behaviour (heat gains and losses, thermal inertia, indoor comfort), natural lighting and shadow analysis, net energy demand, estimation of the embodied GHG emissions reduction and in-service water consumption and an estimated budget of construction and of running costs. This design shall illustrate the integration of all innovations and validate the viability of the building, its ideal orientation and the quantified impact of the innovations on the different targets. This design should be conducted by experts in the field of passive design and green buildings in order to assist in obtaining the certifications (see 5.4.1.7 Environmental Certification, 52) at later stages.

¹⁴ e.g. Revit, Archicad, etc,

Deliverable #3: Provide a schematic design. It shall include a report detailing the analysis of the expected behaviour of each building in its environment and the quantified indicators related to the different targets supported by 3D models (Electronic document in English, in editable format and pdf for the report and relevant format for the 3D model, to be submitted by email or USB/CD).

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

5.5.4 Preliminary design phase

§362 The consultants shall develop a preliminary design for each school based on the approved schematic design proposal. This phase includes further developing the BIM model and developing the aesthetics, construction materials and architectural functionality of the building and estimated budget. Several options shall be offered regarding the building materials and technologies with a cost/environmental benefit (energy/CO₂/water) comparison. The consultant shall also carry out a geotechnical investigation of the site(s) by an accredited laboratory.

Deliverable #4: Provide a preliminary design submittal that includes the following:

Volume I: Updated deliverable #3 report detailing the analysis of the expected behaviour of the building in its environment and the quantified indicators related to the different targets.

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

Volume III: Bills of Quantities (excel sheet) of the priced BOQ according to template provided by the Contracting Authority.

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

The Consultant shall submit a signed and stamped geotechnical investigation and findings report by the accredited laboratory..

§363 This preliminary design will be presented to MoE in order to give them some feedback on their proposals and collect further comments or advice from them.

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

5.5.5 Detailed design phase

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

Deliverable #5: Provide a detailed design submittal that includes the following:

Volume I: Updated environmental impact assessment and simulations done at the preliminary design step, detailing environmental impact calculations: energy, GHG, water and waste, calculated for the entire life cycle of the building (construction, use and decommissioning)

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

The colour scheme and concept (professionally rendered 3D images)

Volume III: Bills of Quantities: (excel sheet) of the priced BOQ. Price analysis report according to the actual labour and materials cost.

Volume IV: General and Particular Specifications

Volume V: Proposed Construction Program for the project.

Volume VI: Booklet of the engineering calculations. The engineering calculation booklet shall at least include the following:

Chapter 1. Policy and method for structural design;

Chapter 2. Design of members;

Chapter 3. Mechanical design;

Chapter 4. Electrical design.

Volume VII: All documents and calculation necessary (PEB, PHPP) for the obtention of an energy performance certification (e.g. Belgian PEB or PassiveHouse) and from the Palestinian Higher Green Building Council To prepare any other document and calculation necessary for the obtention of an energy performance certification (e.g. Belgian PEB or Passive House) and from the Palestinian Higher Green Building Council.

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

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

5.5.6 Permits

§368 The Consultant shall prepare engineering drawings and other documents as it may be required for obtaining construction licenses or permits from related authorities and pay all fees required except licensing fees for municipalities, but including application fees, follow up and obtain the license on behalf of the Contracting Authority before submitting the Tender Documents. All related documents shall be approved and stamped by the Engineers Association and all other related ministries/ associations as The The Ministry of Tourism and Antiquities, Civil Defence, Center for Earth Sciences and Seismology, etc.

5.5.7 Tender annexes documents

§369 After making all corrections and before the reproduction of the final tender documents (TD) to the Contracting Authority, the Consultants shall prepare and submit the corrected final detailed drawings, Bill of Quantities and other tender documents. These will also include updated cartouches on drawings referring to the lots and Enabel external reference number for the tender.

Deliverable #6: Finalized versions of deliverable #5, as annexes to the tender documents

5.6 Review of design

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

5.6.1 Review Process.

§1.1.2 The Consultants shall submit documents for review as required hereinafter.

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

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

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

5.7 Reporting requirements for the design phase

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

5.8 Tendering phase

5.8.1 General

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

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

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

5.8.2 Pre-Bid Meeting

- §1.1.10 When a pre-bid meeting is scheduled, the Consultants shall prepare for and attend this meeting with all engineers participating in the preparation of the project.
- §1.1.11 The Consultants shall record the names of individuals, and the names and addresses of their respective firms of all persons in attendance. This list shall be compared with the list of the Tenderers who purchased the tender documents.
- §1.1.12 The Consultants shall record the minutes of the pre-bid meeting, listing all questions and all responses to those questions and all clarifications and modifications.
- §1.1.13 The Consultant shall assure that the minutes of the meeting are issued to all Tenderers and all persons attending the pre-bid meeting, but are not to be included as part of any subsequent addendum.

5.8.3 Addenda

- §1.1.14 The Consultants shall prepare all required addenda
- §1.1.15 All addenda shall be sequentially numbered and dated.
- §1.1.16 All addenda, including revised drawings and sections, must be approved by the Contracting Authority prior to the distribution to the Tenderers. The Consultants shall allow sufficient time for the Contracting Authority review and approval.
- §1.1.17 The drawings shall have the changes clearly noted and identified. Make notation in the revision column of the drawing indicating the change letter, the date of the change, and a brief description of the change.
- §1.1.18 All changes shall be incorporated into the original drawings. Changes are not to be issued from marked up or copies or additional drawings.
- §1.1.19 The Consultants shall provide the Contracting Authority with one copy of the drawings and other tender documents which reflects all addenda issued. This copy shall be sealed, signed, dated and marked with "FOR CONSTRUCTION" not later than 2 weeks after pre-bid meeting.

5.8.4 Tender Opening and Analysis

- §1.1.20 The Consultants shall attend the tender opening for the project unless specifically excused by the Contracting Authority.
- §1.1.21 The Consultants shall review all unit prices submitted and provide written recommendation or rejection.
- §1.1.22 The Consultants shall provide assistance to the Contracting Authority to identify the apparent successful Tenderers.

5.9 Construction phase

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

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

5.9.1 Pre-Construction Meeting

§1.1.25 The Consultants shall schedule and arrange a pre-construction meeting within at least calendar days before the commencement of the construction works. Attendance is mandatory for the Consultants and the Contractors.

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

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

5.9.2 Site Handing Over and Commencement of Works:

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

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

§1.1.30 The Consultants shall follow up with the Contracting Authority and the related authorities to assure that the sites are clear of any obstacles which might affect the progress of the works before issuing the order of commencement; it should also be clear that it is the responsibility of the school to move the furniture and empty the spaces where the works will take place unless otherwise stated in the BOQ, for example: for the lighting fixtures, projectors and other equipment there will be an item to reinstall them.

§1.1.31 Before the start of the works, the service provider will carry out with the Contractor a complete inventory of fixtures as existing supported by photographs. The Contractor will have to highlight any pre-existing defects in that inventory.

5.9.3 Contractor submittals/Shop Drawings, Product Data, Samples.

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

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

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

§1.1.35 If in reviewing the submittals the Consultants determine that contract changes are required, notify the Contracting Authority and request approval of the required change prior to returning

the submittal to the contractor. The submittal shall then be returned to the contractor with the note that a variation (change) order request is contemplated.

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

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

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

5.9.4 Contractor Payment and Progress/Pay Meeting:

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

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

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

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

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

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

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

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

5.9.5 Interpretations

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

5.9.6 Variation (Change) Orders

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

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

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

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

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

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

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

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

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

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

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

5.9.7 Financial Control

- §1.1.58 The service provider shall check the accuracy of the quantities of all items before the end of the second month of the project and report to the Contracting Authority. The Consultants shall assure cost control all over the project period;
- §1.1.59 To keep the records of measurements for the covered works and inform the Contracting Authority in writing of their conformity with quantities mentioned in the BOQ. The Consultant shall call upon the Contracting Authority representative to assure the accuracy of the measurements and installation for the works to be covered before covering them. If attended the Contracting Authority representative, the Consultant shall prepare site meeting minutes to be signed by the contractor, the Consultants and the Contracting Authority representative. The Consultants shall Justify any decrease or increase in the quantities executed comparing to those mentioned in the Bill of Quantities of the tender, stating the reason for this decrease or increase and their locations;
- §1.1.60 The Consultants shall prepare over-payment/under-payment tables for each item of the BOQ and monthly submit this to the Contracting Authority
- §1.1.61 The financial calculations of the Consultants shall include all approved variations and those expected.

5.9.8 Claims and Disputes

- §1.1.62 The Consultants shall record any occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the Contracting Authority.
- §1.1.63 The Consultants shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. The Consultants shall provide a written response, interpretation and recommendation for resolution to the Contracting Authority. The Contracting Authority will make a final determination on all disputes unless removed to arbitration or the Courts
- §1.1.64 The Consultants shall provide any technical and legal opinions to the Contracting Authority regarding any disputes or claims which may occur between the Contracting Authority and the contractor and to follow up the arbitration procedures with any arbitration agency or court.

5.9.9 Quality Control.

- §1.1.65 **Observation of the Works.** The service provider shall continuously observe and report the progress and quality of the work to determine that the work is proceeding in accordance with the approved construction schedule, and that the materials, finishes and workmanship are in conformance with the contract documents. The Contracting Authority shall be notified immediately if, in the Consultants' opinion, the material, finishes and workmanship does not conform to the contract documents, requires special inspection or testing, or has been disapproved or rejected by the Consultants. The Consultants and the contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise non-conforming work to be incorporated into the project.
- §1.1.66 **Site Meetings.** The Team Leader of the Consultants shall make frequent visits to the site every two weeks and whenever needed. The Consultants shall provide the Contracting Authority with a tentative schedule of the proposed site visits at the beginning of the construction works. For more details see reporting obligations herein.
- §1.1.67 **Redesign Works.** The Consultants shall perform all checking and redesign works deemed necessary during the implementation of the project such as but not limited to, retaining walls and surface drainage system.

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

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

1. The characteristics of the soil that has been reached are identical to those described in his report and are the same as those recommended for the design of the foundation;
1. The levels which have been reached are suitable for foundation works and as recommended in the soil investigation report;
2. To insure that the soil is free of harming materials. In case of observing such materials, chemical tests shall be conducted and suitable practical remedies shall be implemented.

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

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

§1.1.72 **Construction Testing** where needed:

1. The Consultants shall arrange for carrying out and to witnessing the quality tests for the construction materials to be used in the project assure the correctness of the tests, review and evaluate the results of these tests and instruct the contractors to correct any shortcomings.
2. The Consultants shall make all necessary inspection visits to the plants and workshops where the materials are produced such as and not limited to carpentry shops, aluminum shops and others to insure that materials delivered for the project are in compliance with the specifications.
3. The Consultants shall make visit to the testing laboratories to insure their abilities to perform the required tests.
4. The Consultants shall provide the contractors with all design criteria and system design/operation concepts which facilitate performance testing and the Consultants shall witness all these tests and report on the results.

5.10 Reporting obligations

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

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

§1.1.75 **Monthly Report.** The Consultants shall prepare and submit the standard monthly progress reports to the Contracting Authority in English or in Arabic as requested the Contracting Authority. The monthly report shall be submitted to the Contracting Authority not later than 7 calendar days from the end of the reported month. **The Contracting Authority should deduct an amount of 20 EURO for each delayed day in submitting this report from the payment due to the service provider.** These reports shall consist of, but not limited to the following:

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

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

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

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

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

- General Information
- Project Description
- Description of Site
- Type of Construction and Specifications
- Schedule of Interim Payments
- Executed Works and Payments on Account
- Work Schedule, Obstacles and Remarks
- Visits to Site
- Actual Duration of Activities and Remarks
- Materials Approved and Dates

- Quality Control
- Events of the Project and Legal coverage
- Appendix “A”: Summary of Approved Variations
- Appendix “B”: Events and Correspondence.

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

5.11 Provisional acceptance

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

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

§1.1.83 **Provisional Acceptance Inspection Meeting**

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

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

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

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

5.12 Contractor final payment

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

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

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

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

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

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

5.13 Defect liability period

§1.1.94 During the defect liability period:

- The Consultant shall frequently monitor and inspect the project and/or make inspection upon the request of the Contracting Authority and order the contractor to perform any repair, amendment, reconstruction, rectification or any other works deemed necessary before issuing the final acceptance certificate.
- The service provider shall arrange frequent visits to the project/s (min. every 3 months and when requested by the school principals) and should, by coordination with the contractor and the relative directorate of education, prepare a report about that visit and submit it to the Contracting Authority.

5.14 Final acceptance

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

5.15 Personnel specification

5.15.1 Personnel for item 1 - design services

§370 The following categories of personnel represent the required qualification for each category of personnel to be assigned for the design services by the Consultant as appropriate.

§371 Number of required personnel is specified under (Annex 1 Form 8 - Key experts).

§372 Specific considerations as a team:

- Nominated Team Leader: this person will be nominated between the Integrated design sustainability coordinator or the Architect (cf. below). The Team Leader will represent the Consultant and will be responsible for managing the project. The Team Leader's responsibilities start at the moment of awarding the consulting services contract and continue up to issuing the final acceptance certificate.
- At least one person between the Integrated design sustainability coordinator and the Architect shall be local or have extensive experience in projects in Palestine.

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

- **Integrated design sustainability coordinator:** A full-time registered professional engineer¹⁵, holding a valid professional credential in green building principles¹⁶ with more than sixteen (16) years of postgraduate experience in the design, management and supervision of construction projects, including certified green buildings, including passive buildings, low-energy buildings, the proven use of alternative ecological construction materials. Buildings may have been certified by LEED, BREEM, HQE, PEB, PMP, DGNB, Greenstar, Miljöbyggnad, CASBEE, IGBC, PHGBC or similar.
- **Architect:** A full-time registered professional architect with more than sixteen (16) years post graduate experience in the design of outstanding public buildings, including schools and child-friendly design, using a blend of local and international technologies. Experience in using alternative local eco-friendly materials is an asset.
- **Civil Structural engineer:** A registered professional civil structural engineer with more than twelve (12) years post graduate experience in design of similar assignment.
- **Electrical engineer:** A registered professional electrical engineer with more than twelve (12) years post graduate experience in BMS (i.e. Building Management System), smart buildings, solar system design.
- **Mechanical engineer:** A registered professional mechanical engineer with more than twelve (12) years post graduate experience. The qualified engineer shall have previous experience with passive design related to HVAC, the use of heat exchangers, in addition to water treatment and recycling modalities.
- **Quantity surveyor:** A professional engineer with more than seven (7) years of experience in developing bill of quantities, takeoff quantities, developing technical and general specifications, etc.
- **Draftsman:** A professional drafter in using latest version of professional architectural software, capable of rendering both 2D and 3D drawings and details with more than seven (7) years of post graduate experience.
- **Land Surveyor:** part time qualified and certified land surveyor with minimum 5 years experience. The surveyor shall have proven experience in performing site survey, land topographic surveys, contour survey, and all needed coordination with local regulatory bodies.

§374 All personnel should have access to West Bank.

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

§376 Experience in community engagement is needed as a team. In case none of the above-mentioned personnel own such experience, the service provider may propose other staff with experience in this field.

5.15.2 Personnel for item 2 – works supervision and management services

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

¹⁵ Civil Engineer, Architect, Building Engineer, Electrical Engineer or Mechanical Engineer

¹⁶ e.g. LEED AP, BREEAM AP, Certified Passive House Designer, etc.

- **Project Manager:** Full time registered civil/architectural engineer with a university degree and more than sixteen (16) years postgraduate experience in project management of construction projects in similar scale including an experience in green building and/or passive design. This team member may or may not be the same as the team leader for item 1.
- **Resident engineer:** Full time registered resident engineer with a university degree in civil engineering and more than twelve (12) years postgraduate experience in supervision of construction projects including an experience in green building and/or passive design in at least one similar project.
- **Site Engineer:** Full time registered civil/architectural engineer with a university degree and more than seven (7) years postgraduate experience in supervision of construction projects including an experience in at least one similar project.
- **Office Engineer:** Full time registered engineer with a university degree and more than two (2) years postgraduate experience in supporting construction projects in office management, taking meeting minutes, filing structuring, support review of shop drawings, etc.
- **Mechanical Engineer:** same as above (item 1). This engineer will make site visits whenever needed with a minimum of 10 visits per month (50% part time position). If more visits are needed then the engineer shall make these visits free of charge.
- **Electrical Engineer:** same as above (item 1). This engineer will make site visits whenever needed with a minimum of 10 visits per month (50% part time position). If more visits are needed then the engineer shall make these visits free of charge.

§378 All personnel should have access to West Bank. In case of joint venture with international consultants, Enabel may facilitate the obtention of access permits, if needed and coordinated well in advance. However, there is no guarantee the permits will be obtained.

§379 The engineers have to be available on site for full time during the working hours (from 8:00 am to 4:00 pm) per working days (from Saturday to Thursday).

§380 The Contracting Authority shall deduct an amount of 50 EURO for each non-justified absence day or part of a day from the payment due to service provider.

6 Forms

6.1 Form 1 - Identification form

Name of the company, organization or joint venture and legal form			
Nationality of the tenderer and of staff (if different)			
Domicile / registered office complete address	Street name (compulsory)		
	House number (compulsory)		
	Zip code or neighbourhood		
	City or village		
	Country or territory		
Telephone number (with country code)			
National Social Security Office registration number or equivalent			
Enterprise or organization registration number			
Represented by the undersigned	Full Name		
	Title		
Contact person	First and Last Name		
	Title / function		
	Phone		
	E-mail		
If different: Project manager for this contract	Full Name		
	Phone		
	E-mail		
Bank account for payments	IBAN		
	BIC/SWIFT		
	Financial institution		
	Account holder name		

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

6.2 Form 2 – Integrity statement for the tenderers

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

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

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

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

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

6.3 Form 3 - Declaration on honour – exclusion criteria

§383 Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations:

- 1) The tenderer or one of its 'directors'^[1] was found guilty following a conviction by final judgement for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or terrorist financing
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- 1° A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- 2° A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- 3° A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- 4° The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
- 5° Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous

contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered ‘significant’.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

- 7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-internationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctions-europ%C3%A9ennes-ue>

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en

https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

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

6.4 Attachment 1 - Power of attorney

- §384 The tenderer shall include in his tender the power of attorney empowering the person signing the tender on behalf of the company, joint venture or consortium.
- §385 In case of a **consortium** or a **temporary association**, the joint tender must specify the role of each member of the tendering party. A group leader must be designated and the power of attorney must be completed accordingly.

► Please insert after this page the power of attorney empowering the person signing the tender on behalf of the company, joint venture or consortium, signed by the person(s) mentioned in the incorporation certificate (only needed if the person signing the tender is different).

6.5 Attachment 2 - Incorporation certificate

§386 The tenderer shall include in his tender the incorporation certificate¹⁷ from the competent authority (for local tenderers: Israeli or Palestinian Registration Certificate).

▶ Please insert after this page

¹⁷ In case of a consortium or a temporary association, the certificate must be submitted for all members of the tendering party.
PZA22001-10011 | Public service contract for the Design and Works Supervision of Two Eco-Friendly Schools in Palestine.

6.6 Attachment 3 - Certification of clearance with regards to the payments of social security contributions

§387 The tenderer must provide a certification¹⁷ from the competent authority stating that (s)he is in order with its obligations with regards to the payments of social security contributions that apply by law in the country of establishment. This requirement does not apply to tenderers registered in the Palestinian territory and Israel.

▶ Please insert after this page

6.7 Attachment 4 - Certification of clearance with regards to the payments of applicable taxes

§388 The tenderer must provide a **recent certification**¹⁷ (up to 1 year) from the competent authority stating that the tenderer is **in order with the payment of applicable taxes** that apply by law in the country of establishment. For firms registered in Israel or the Palestinian territory, a valid deduction at source certificate must be provided.

▶ Please insert after this page

6.8 Attachment 5 - Declaration from a competent authority of not being in a situation of bankruptcy or insolvency

▶ Please insert after this page

6.9 Form 4 - List of the main similar services

Please fill the excel sheet annexed to this tender (Annex 1).

Signed and printed sheet should be inserted after this page.

§389 In order to be selected for **each of the lots** of this contract, the tenderer must have **at least three relevant contracts carried out in the past seven years** to the highest standard and to the client's full satisfaction, for a minimum combined value (sum of the values of the consultancy contracts, not the value of the works) of **100,000 €** with a minimum value for each contract of **20,000 €**.

For participating in:	Minimum combined value of accepted contracts (€):	Each with a minimum amount of (€):	Minimum number of design assignment (<i>Public building</i>)	Minimum number of design assignment (<i>Green building</i>)
Lot 1 only – One school in Hebron	100,000.00	20,000.00	2	1
Lot 2 only – One school in Al-Ezariyeh	100,000.00	20,000.00	2	1

§390 **In the case of a response to several lots, the minimum value of combined contracts amount are accumulated. The tenderer must therefore present the number of references required cumulatively for the different lots for which (s)he is submitting a tender.**

§391 The tenderer must provide in his/her offer the list of the **main similar consultancy services (min. 3)** in **the last seven years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out (contracting authority), showing that the tenderer has experience in performing those services.

6.10 Form 5A – prices – Lot 1 (One school in Hebron)

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

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

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

No.	Site	Location	Price in Euro	
1.	Bakri School	Hebron		€
TOTAL FOR ITEM 1 [EURO]				€

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

N o.	Personnel	Location	Estimated Quantity [Man-days]	Unit price [€]	Price in Euro
1.	Project Manager	Hebron	280		€
2.	Resident Engineer	Hebron	280		€
3.	Site Engineer	Hebron	240		€
4.	Office Engineer	Hebron	280		€
5.	Mechanical Engineer	Hebron	100		€
6.	Electrical Engineer	Hebron	100		€
TOTAL FOR ITEM 2 [EURO]					€

Duration of supervision is estimated and will be fixed after finalizing the design.

ALL PRICES NOT INCLUDING V.A.T.

TOTAL FOR LOT 1 (ITEM 1 + ITEM 2) [EURO]	€
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*International travel days are not reimbursed by Enabel. In case the contract is extended, the prices mentioned in the contract apply.

Cf. points 3.4.3. Determination of prices,, 3.4.3.1 Elements included in the price and 4.15.2 Invoicing and payment of services (Art. 66 to 72 – 160),

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

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

6.11 Form 5B – prices – Lot 2 – (One school in Al-Ezariyeh)

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

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

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

No.	Site	Location	Price in Euro	
1.	Riad Al-Aqsa School	Al-Ezariyeh		€
TOTAL FOR ITEM 1 [EURO]				€

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

N o.	Personnel	Location	Estimated Quantity [Man-days]	Unit price [€]	Price in Euro	
1.	Project Manager	Al-Ezariyeh	280			€
2.	Resident Engineer	Al-Ezariyeh	280			€
3.	Site Engineer	Al-Ezariyeh	240			€
4.	Office Engineer	Al-Ezariyeh	280			€
5.	Mechanical Engineer	Al-Ezariyeh	100			€
6.	Electrical Engineer	Al-Ezariyeh	100			€
TOTAL FOR ITEM 2 [EURO]						€

Duration of supervision is estimated and will be fixed after finalizing the design.

ALL PRICES NOT INCLUDING V.A.T.

TOTAL FOR LOT 2 (ITEM 1 + ITEM 2) [EURO]				€
<p>*International travel days are not reimbursed by Enabel. In case the contract is extended, the prices mentioned in the contract apply.</p> <p>Cf. points 3.4.3. Determination of prices, 3.4.3.1 Elements included in the price, and 4.15.2 Invoicing and payment of services (Art. 66 to 72 – 160)</p> <p>This contract is subject to applicable withholding tax. For national service providers registered in the Palestinian Territory, Consulting Offices are exempted from V.A.T. while for Individual Consultants, 5% will be deducted at payment unless they provide a deduction at source certificate. For national service providers registered in Israel, Consulting Offices will charge V.A.T. on top of the above-mentioned prices. For Individual Consultants registered in Israel, 30% will be deducted at payment unless they provide a deduction at source certificate. For international consultants, Belgium legislation will apply.</p>				
Full name		Place:		
		Date:		

Duly authorised to sign this tender on behalf of:		Signature and stamp:	
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6.12 Form 6 - Awarding Preferences

§392 The tenderer who wishes to submit a tender for several lots and scored the first in multiple lots, while they don't meet the minimum selection criteria for both lots and wanted to be awarded a lesser amount of lots specifies here below the number of lots they wish to be awarded and their order of preference in case they win more lots than can be awarded according to their capacity.

§393

The tenderer wishes to be awarded (number of) lots

and his order of preference is:

Most preferable	Least preferable
<input type="text"/>	<input type="text"/>

Certified true and sincere,

Full name		Place:	<input type="text"/>
		Date:	<input type="text"/>
Duly authorised to sign this tender on behalf of:		Signature and stamp:	

6.13 Attachment 7 - Methodology

The tenderers presents a methodology based on the Terms of reference, specifying how they propose to reach the Objective of the consultancy and achieve the requested

§394 Design standards and specifications within the timeframe set in Deadlines and terms (Art. 147) and obtain the requested 5.4.1.7. Environmental Certification,

§395 As part of the methodology, the tenderer will present:

- 1° A **work plan (Form 7)**, defining the timing of the different steps and phases set in Performance modalities and deliverables (p. 56), by distributing the total time allocated for the production of deliverables as set i 4.11.1 Deadlines and terms (Art. 147). - Item 1: Design services (fixed block). p. 32. The review periods by the Contracting authority are indicative. The work plan shall also set the weekly closure day of the service provider.
- 2° A description of how the **key personnel** will be involved in the consultancy, what will be each team member responsibility and how it will interact together. In case international staff is involved, an explanation if **missions** are planned or not and if yes, how many and at what stage they would take place.

A **general proposed architectural concept and technological strategy** on how the different targets specified in the

- 3° Design standards and specifications (p. 47) could be reached. Using text, sketches, drawings, pictures and references of other projects (not necessarily their own), tenderers shall propose concrete, explicit and realistic technological choices in the field of:
 - a. Energy, ventilation, heating and cooling, which will lead to reach the targets of Energy efficiency (p. 4747), Indoor air quality (p.5353) and Comfort (p. 54), contribute to the GHG emissions reduction target (p.4848) and lead to the certification of the buildings with the Passive Standard (see Environmental Certification, p. 52), while respecting Economic sustainability criteria (p. 54) such as the Replicability of innovations (p.) and Low cost and easy maintenance (p.).
 - b. Structure and construction materials, leading to the targets of Raw material consumption (p. 50) and Local materials (p. 51) and contributing to the GHG emissions reduction target (p.4848).
 - c. Water management, leading to the targets of Water recycling and efficiency (p.4949) and Local pollution (p. 51).
- 4° **Lessons learned** in execution of similar services in green schools and/or in the region and how these would be considered during the design and supervision phases.

Please note that the methodology should not exceed 20 pages. Do not repeat/copy the ToRs.

§396 For more information regarding the sub-criteria which will be used to evaluate the methodology, and how it will participate in the general evaluation of the tenders, see: oAward criterion 1: Methodology: 20 %, p.22

6.14 Form 7 - Workplan

#	Step / sub-phase	Start (triggered by)	End (output)	Responsible	Duration (working days)
1	Sub-phase 1: Reconnaissance and Program Analysis Phase	Commencement order #1	Deliverable #1	Service provider	
2	Review of preliminary design	Submission of deliverable #1	Commencement order #2	Contracting Authority	30 ¹⁸
3	Sub-phase 2: Conceptual phase	Commencement order #2	Deliverable #2	Service provider	
4	Review of detailed design	Submission of deliverable #2	Commencement order #3	Contracting Authority	30 ¹⁹
5	Sub-phase 3: Schematic design phase	Commencement order #3	Deliverable #3	Service provider	
6	Review of schematic design	Submission of deliverable #3	Commencement order #4	Contracting Authority	30 ²⁰
7	Sub-phase 4: Preliminary design phase	Commencement order #4	Deliverable #4	Service provider	
8	Review of preliminary design	Submission of deliverable #4	Commencement order #5	Contracting Authority	30 ²¹
9	Sub-phase 5: Detailed design phase	Commencement order #5	Deliverable #5	Service provider	
10	Review of detailed design	Submission of deliverable #5	Commencement order #6	Contracting Authority	30 ²²
11	Sub-phase 6: Finalize Detailed design	Commencement order #6	Deliverable #6	Contracting Authority	
Total no. of days of design (excluding review periods) – should be max. 120 Please read Performance modalities and deliverables (p.3256) and Deadlines and terms (Art. 147), p.32.					
The weekly day of closure is:					

► Please insert the methodology after this page

¹⁸ Review periods are estimated.

¹⁹ Review periods are estimated.

²⁰ Review periods are estimated.

²¹ Review periods are estimated.

²² Review periods are estimated.

6.15 Form 8 - Key experts

Please fill the excel sheet annexed to this tender (Annex 1).

Signed and printed sheet should be inserted after this page.

§397 For description of the needed qualifications, see: 5.6 Personnel specification, p.5.15 6969. For a description of how the personnel will be scored and used as part of the award criteria, see: Award criterion 2: Qualification and experience of key experts proposed: 40 %, p.23.

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

# of staff (full-time equivalent)			
	Participation in Lot 1	Participation in Lot 2	Participation in Lots 1 + 2
Item 1 - Design Services			
Integrated design sustainability coordinator	1	1	1
Architect	1	1	1
Civil Structural Engineer	1	1	1
Electrical Engineer	1	1	1
Mechanical Engineer	1	1	1
Quantity Surveyor	1	1	1
Draftsman	1	1	1
Land Surveyor	1	1	1
Item 2 – Works Supervision and Management Services			
Project Manager	1	1	1
Resident Engineer	1	1	2
Site Engineer	1	1	2
Office Engineer	1	1	2
Electrical Engineer	0.5	0.5	1
Mechanical Engineer	0.5	0.5	1
Numbers indicated represent the full-time equivalent (FTE) of one person. (0.5 means 1 person part-time 50%, etc.)			

§399 The Service provider can (but doesn't have to) propose the same positions of the design phase for the supervision phase for the following positions which are similar in nature and requirements (Team Leader can become the Project Manager, Civil Structural Engineer can become the Resident Engineer, as well as, for the positions of Electrical and Mechanical Engineers). However, subject that they meet the experience required in both design and supervision).

§400 **The tenderer who wishes to submit a tender for several lots but be awarded a lesser amount of lots may submit several times the same key experts and CVs according to the number of lots (s)he wishes to be awarded.**

6.16 Attachment 8 - CVs of all mentioned personnel

- §401 The service provider must provide in his/her offer the updated **CVs of the key experts proposed** for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs (see: 5.15 Personnel specification, p.69). Each CV should be no longer than 5 pages.
- §402 For the Integrated design sustainability coordinator, valid credentials in green architecture shall be annexed (e.g. LEED AP, BREEAM AP, Certified Passive House Designer, etc.).

► Please insert after this page CVs of all mentioned personnel
Please respect the order of the personnel as listed in the form

6.17 Form 9 - Subcontractors

Name and legal form	Address / Registered office	Object	Other entity within the meaning of Article 73 §1 of the Royal Decree of 18 April 2017 (YES/NO)*.

* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical aptitude criteria (see Selection 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.

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

6.18 Form 10 – Checklist

§403 Please refer to Data to be included in the tender for complete instructions on how to fill the forms of the present tender document. The following documents need to be provided as part of the tender:

#	Forms	Filled ?	Attachments	Joined ?
6.16.1	Form 1 - Identification form <u>Form 1 - Identification form, p.72</u>			
6.26.2	Form 2 – Integrity statement for the tenderers <u>Form 2 – Integrity statement for the tenderers, .73</u>			
6.36.3	Form 3 - Declaration on honour – exclusion criteria <u>Form 3 - Declaration on honour – exclusion criteria, p.74</u>			
6.46.4			Attachment 1 - Power of attorney <u>Attachment 1 - Power of attorney, p.76</u>	
6.56.5			Attachment 2 - Incorporation certificate <u>Attachment 2 - Incorporation certificate, p.77</u>	
6.66.6			Attachment 3 - Certification of clearance with regards to the payments of social security contributions <u>Attachment 3 - Certification of clearance with regards to the payments of social security contributions, p.78</u>	
6.76.7			Attachment 4 - Certification of clearance with regards to the payments of applicable taxes <u>Attachment 4 - Certification of clearance with regards to the payments of applicable taxes, p.79</u>	
6.86.8			Attachment 5 - Declaration from a competent authority of not being in a situation of bankruptcy or insolvency <u>Attachment 5 - Declaration from a competent authority of not being in a situation of bankruptcy or insolvency, p.80</u>	
6.96.9	Form 4 - List of the main similar services, (Annex-1) Signed copy and Excel file, p.81			
6.10.10	Form 5A – prices – Lot 1 (One school in Hebron) <u>Form 5A – prices – Lot 1 (One school in Hebron), p.82</u>			
6.116.11	Form 5B – prices – Lot 2 – (One school in Al-Ezariyeh) <u>Form 5B – prices – Lot 2 – (One school in Al-Ezariyeh), p.83</u>			
6.12.12	Form 6 - Awarding Preferences <u>Form 6 - Awarding Preferences, p.84</u>			
6.13.13			Attachment 7 - Methodology <u>Attachment 7 - Methodology, p.85</u>	

6.14 6.14	Form 7 - Workplan Form 7.- Workplan, p.86			
6.15 6.15	Form 8 - Key experts, (Annex-1) Signed copy and Excel file, p.87			
6.16 6.16			Attachment 8 - CVs of all mentioned personnel Attachment 8 - CVs of all mentioned personnel, p.89	
6.17 6.17	Form 9 - Subcontractors Form 9.- Subcontractors, p.90			
6.18 6.18	Form 10 – Checklist Form 10 – Checklist, p.91			