

Tender Specifications

Services procurement contract for "Event management"

Framework Contract

Navision code: 2275PSE-10053

Agence belge de développement

enabel.be

Table of contents

1	Ge	neral provisions	5
	1.1	Derogations from the General Implementing Rules	5
	1.2	Contracting authority	5
	1.3	Institutional setting of Enabel	5
	1.4	Rules governing the procurement contract	6
	1.5	Definitions	7
	1.6	Processing of personal data by the contracting authority and confidentiality	8
	1.6.1	Processing of personal data by the contracting authority	8
	1.6.2	Confidentiality	8
	1.7	Deontological obligations	9
	1.8	Applicable law and competent courts	9
2	Sul	pject-matter and scope of the procurement contract	.11
	2.1	Type of procurement contract	.11
	2.2	Subject-matter of the procurement contract	.11
	2.3	Lots	.11
	2.4	Items	.11
	2.5	Term of the procurement contract	.11
	2.6	Variants ♣	.11
	2.7	Quantity	.11
	2.8	Duration	.12
3	Sul	pject-matter and scope of the procurement contract	.12
	3.1	Award procedure	.12
	3.2	Semi-official notification	.12
	3.2.1	Enabel publication	.12
	3.3	Information	.12
	3.4	Tender	.13
	3.4.1	Data to be included in the tender	.13
	3.4.2	Period the tender is valid	.13
	3.4.3	Determination of prices	.13
	3.4.3.1	Elements included in the price	.13
	3.4.4	How to submit tenders?	.14
	3.4.5	Change or withdrawal of a tender that has already been submitted	.14
	3.4.6	Selection of tenderers	. 15

	3.4.6.1	Exclusion grounds	.15
	3.4.6.2	Selection criteria	.15
	3.4.6.3	Overview of the procedure	.15
	3.4.6.4	Award criteria	.16
	3.4.6.5	Final score	.16
	3.4.6.6	Awarding the procurement contract	.16
	3.4.7	Concluding the Framework contract	.16
ļ	Spe	cial contractual provisions	.18
	4.1	Managing official (Art. 11)	.18
	4.2	Subcontractors (Art. 12 to 15)	.18
	4.3	Confidentiality (art. 18)	.19
	4.4	Protection of personal data	.19
	4.4.1	Processing of personal data by the contracting authority	.19
	4.4.2	PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR	.19
	4.5	Intellectual property (Art. 19 to 23)	.20
	4.6	Performance bond (Art. 25 to 33)	.21
	-	rformance bond is set at 5% of the total value, excluding VAT, of procurement. Thus obtained is rounded up to the nearest 10 euros	
	4.7	Conformity of performance (Art. 34)	.22
	4.8	Changes to the procurement contract (Art. 37 to 38/19)	.22
	4.8.1	Replacement of the contractor (Art. 38/3)	.22
	4.8.2	Adjusting the prices (Art. 38/7)	.22
	4.8.3 perform	Indemnities following the suspensions ordered by the contracting authority during nance (Art. 38/12)	.22
	4.8.4	Unforeseen circumstances	.23
	4.9	Preliminary technical acceptance (Art. 42)	.23
	4.10	Performance modalities (Art. 146 et seq.)	.23
	4.10.1	Partial orders	.23
	4.10.2 [Deadlines and terms (Art. 147)	.24
	4.11	Inspection of the services (Art. 150)	.24
	4.12	Liability of the service provider (Art. 152-153)	.24
	4.13	Zero tolerance Sexual exploitation and abuse	.24
	4.14	Means of action of the contracting authority (Art. 44-51 and 154-155)	.24
	4.14.1	Failure of performance (Art. 44)	.25
		Failure of performance (Art. 44)	

	4.15	End of the procurement contract	26
	4.15.1	Acceptance of the services performed (Art. 64-65 and 156)	26
	4.15.2	Acceptance costs	26
	4.15.3	Invoicing and payment of services (Art. 66 to 72 – 160)	26
	4.16	Litigation (Art. 73)	27
5	Tei	ms of Reference	28
6	For	ms	28
	6.1	Identification forms	28
	6.2	Subcontractors	30
	6.3	Tender Forms – prices	31
	6.4	Similar assignments: Error! Bookmark not defi	ned
	6.5	Declaration on honour – exclusion criteria	55
	6.6	Integrity statement for the tenderers	58
	6.7	Overview of the documents to be submitted – to be completed exhaustively	60

1 General provisions

1.1 Derogations from the General Implementing Rules

Chapter '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 procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These Tender Specifications derogate from Article(s) 25§2 and 26 of the General Implementing Rules – GIR (Royal Decree of 14.01.2013).

1.2 Contracting authority

The contracting authority of this public procurement 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 the 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.

For this procurement contract, Enabel is represented by Ms. Christelle Jocquet, Resident Representative of Enabel in Palestine.

1.3 Institutional setting of Enabel

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.

The following initiatives are also guiding Enabel in its operations: We mention 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 Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

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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. Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

- 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 Organisation 4 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 in Paris, 12 December 2015;
- The first Management Contract concluded between 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 procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts5;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services6;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors7;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works8;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement 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;
- local legislation with regards to sexual harassment at the workplace or equivalent]
- 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.

http://www.ilo.org/ilolex/french/convdisp1.htm.

Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 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

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

<u>The contractor/ service provider</u>: The tenderer to whom the procurement contract is awarded;

<u>The contracting authority</u>: Enabel, represented by the Resident Representative of Enabel in Palestine.

<u>The tender</u>: Commitment of the tenderer to perform the procurement contract under the conditions that he has submitted;

<u>Days</u>: 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;

<u>Procurement documents</u>: Tender Specifications including the annexes and the documents they refer to;

<u>Technical specifications</u>: 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;

<u>Variant</u>: 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;

<u>Option</u>: A minor and not strictly necessary element for the performance of the procurement contract, <u>which is introduced either at the demand of the contracting</u> authority, or at the initiative of the tenderer;

<u>Inventory</u>: 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;

<u>General Implementing Rules (GIR)</u>: Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;

<u>The Tender Specifications</u> (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

<u>Corrupt practices</u>: 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 procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

<u>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.</u>

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.

<u>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.</u>

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

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

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.

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

- 1.7.1. 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 contracts for Enabel.
- 1.7.2. For the duration of the procurement 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.
- 1.7.3. 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.
- 1.7.4. 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.
- 1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement 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 agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.
- 1.7.6. The contractor of the procurement contract 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. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.
- 1.7.7. 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

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

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

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.

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

2 Subject-matter and scope of the procurement contract

2.1 Type of procurement contract

This procurement contract is a services procurement framework contract.

2.2 Subject-matter of the procurement contract

This services procurement contract consists in the performance of Event Management Services, in conformity with the conditions of these Tender Specifications.

This public contract establishes the terms governing public contracts to be concluded during the validity period of the framework contract.

2.3 Lots⁹

The procurement contract has 1 lot.

A tender for part of a contract is inadmissible.

2.4 Items

The procurement contract consists of the following items:

(See also Part 3 and/or inventory)

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

2.5 Term of the procurement contract¹⁰

The procurement contract starts upon award notification and ends upon the final acceptance.

2.6 Variants •

Variants are not permitted.

2.7 Quantity

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are flat fee prices. The price to be paid will be obtained by applying the unit prices quoted in the inventory to the quantities actually performed.

Quantities will be determined in Purchase Orders. The presumed quantities are given for information purposes.

⁹ For contracts of an amount equal to or greater than € 135 000 excl. VAT, the contracting authority is obliged to consider dividing the contract into lots unless a valid reason is given in the procurement documents.

¹⁰ Please note: term of the procurement contract not to be confused with performance period.

Therefore, the contracting authority does not commit in any way as to quantities that will actually be ordered under this framework contract.

2.8 Duration

The public contract starts upon award notification and expires after 36 months.

Without prejudice to measures as of right, the contracting authority can terminate the public contract every year after notification sent by registered letter 90 calendar days before the anniversary date of the contract.

Moreover, the contracting authority has the right to terminate the contract in application of a measure taken as of right or when the contractor is in one of the situations mentioned in Article 62 of the Royal Decree of 14 January 2013.

The termination of the contract under the conditions mentioned above does not entitle to any indemnity.

3 Subject-matter and scope of the procurement contract

3.1 Award procedure

Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

3.2 Semi-official notification

3.2.1 Enabel publication

This procurement contract is published on the Enabel website (www.enabel.be) from

June 10,2024 till June 27,2024.

3.3 Information

The awarding of this procurement contract is coordinated by Ms. Karmel Al Salqan. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement 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.

Until June 17, 2024 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to Ms. Karmel Al Salqan (<u>Karmel.alsalqan@enabel.be</u>) 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 June 27, 2024.

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

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

• www.enabel.be

The tenderer is supposed 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.

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

The tenderer must use the tender form in annexe. 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.

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

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.

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.

3.4.2 Period the tender is valid

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

The validity of the tender will be negotiated, if the deadline stated above is overrun.

3.4.3 Determination of prices

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

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are flat fee prices. The price to be paid will be obtained by applying the unit prices quoted in the inventory to the quantities actually performed.

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

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

The delivery of documents or of pieces related to the performance;

The packaging;

Training required for operation;

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

Customs and excise duties for equipment and products used;

3.4.4 How to submit tenders?

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

The tenderer submits his tender as follows:

• One original copy of the completed tender will be submitted on paper. Moreover, the tenderer shall attach the copies requested by the tender guidelines to the tender (see Part 6). These copies may be submitted in one or more PDF files on a USB stick.

It is submitted in a properly sealed envelope bearing the following information:

Event management services

2275PSE_10053

It may be submitted:

a) By mail (standard mail or registered mail)

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

Enabel

Royal Center Building, 7th floor Mecca street, Al Balou' Ramallah/AlBireh T/F: (+972) 2 242 1137/8

b) Delivered by hand with acknowledgement of receipt.

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

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 accepted¹¹.

The tender must be received before **June 27**, **2024 at 2:00 PM** at the following address:

Enabel - Belgian Development Agency,
 Royal Center, 7th Floor, Al Balou', Mecca
 Street, Ramallah - Al Bireh

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

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.

Art. 83 of the Royal Decree Award

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.

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.

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.

Thus, a tender that is modified or withdrawn after the signing of the submission report means that a new submission report, signed in accordance with paragraph 1, must be sent.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

When the submission report drawn up following the modifications or withdrawal set out in clause 1 does not bear the signature referred to in paragraph 1, the modification or withdrawal is automatically deemed null and void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

3.4.6 Selection of tenderers

3.4.6.1 Exclusion grounds

The mandatory and optional exclusion grounds are given in attachment to these Tender Specifications.

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.

The contracting authority will verify the exactitude of this Declaration on honour for the tenderer with the best tender.

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.

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.

3.4.6.2 Selection criteria

Moreover, by means of the documents requested in the 'Selection file', the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public procurement contract.

3.4.6.3 Overview of the procedure

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

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

In a second phase, the formally and materially regular tenders will be evaluated as to content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. Maximum 5 tenderers may be included in the shortlist.

Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.

3.4.6.4 Award criteria ♣

The contracting authority will choose the regular BAFO that it finds to be most advantageous, taking account of the following criteria:

• Award on the basis of best value for money, which is evaluated in the light of the price or cost and criteria related to quality and environmental and/or social factors:

Qualification and experience of expert(s) proposed: 60 %

- Team CVs 20%
- Provided samples 40%

Price: 40%

With regards to the "price" criterion, the following formula will be used:

Points tender A = <u>amount of lowest tender</u> * 40 amount of tender A

3.4.6.5 Final score

The scores for the award criteria will be added up. The procurement 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.

3.4.6.6 Awarding the procurement contract

The procurement contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

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 procurement contract.

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

The contracting authority maintains the right to award only a certain lot or certain lots.

3.4.7 Concluding the Framework contract

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

Notification is via e-mail and, on the same day, by registered post.

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.

In view of transparency, Enabel undertakes to annually publish the list of contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts and for public works concessions' 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.

These Tender Specifications derogate from Article(s) 25-33 and of the GIR.

4.1 Managing official (Art. 11)

The managing official is Mr. MASWADEH, Yahia, e-mail: yahia.masswadeh@enabel.be. Once the procurement 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 procurement contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under The contracting authority.

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)

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.

The contractor remains, in any case, solely liable to the contracting authority.

The service provider commits to having the procurement 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 procurement contract. Any replacements must be approved by the contracting authority.

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)

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

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

The tenderer is therefore bound by the duty of discretion.

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.

Therefore, 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

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

OPTION 1: PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR

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.

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

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

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.

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.

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).

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex [X] . Filling out and signing this annex is therefore a condition of regularity of the tender.

4.5 Intellectual property (Art. 19 to 23)

The contracting authority does not acquire the intellectual property rights created, developed or used during performance of the procurement contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement 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.

For domain names created under the procurement contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

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.

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)

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.

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.

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) bond through that institution. The tenderer mentions the name and address of this institution in the tender.

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. Fill out the following form as completely as possible: https://finances.belgium.be/sites/default/files/O1_marche_public.pdf (PDF, 1.34 Mo), and return it to the e-mail address: 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.

Proof is provided, as appropriate, 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.
- 6 A bank check with unlimited end date

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.

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.

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

Request by the contractor for the acceptance procedure to be carried out

1° For provisional acceptance: This is equal to a request to release the first half of the performance bond;

2° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

4.7 Conformity of performance (Art. 34)

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

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

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 procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

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 supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

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 procurement contract.

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

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

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

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.

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.

<u>The contractor</u> 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 time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

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 procurement contract.

4.8.4 Unforeseen circumstances

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.

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 procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the assignment to 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...).

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Partial orders

Performance under the contract is dependent upon notification of orders.

Performance of the quantities requested in the orders will be delivered in several instalments on call of the contracting authority. The calls will be made in function of the needs of the contracting authority.

The Purchase Order is addressed to the service provider either by registered letter, e-mail or any other means through which the date of dispatch can be determined unambiguously.

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

In the event the acknowledgement of receipt of the Purchase Order 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 Purchase Order. 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.

When the Purchase Order 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.

In any event, complaints about the Purchase Order are not admissible anymore if they are not submitted within 15 calendar (*) days from the day following the date on which the service provider has received the Purchase Order.

(*) Shorter period, justified in the Tender Specifications for certain public contracts (e.g. taking into account the service performance periods set in the Tender Specifications, complaints may not be admissible...).

4.10.2 Deadlines and terms (Art. 147)

The services must be performed within a term that will be specified upon dispatch of the order.

4.11 Inspection of the services (Art. 150)

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

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

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

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

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.

4.13 Zero tolerance Sexual exploitation and abuse

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.

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

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

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement 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 procurement contract, regardless of their hierarchical rank.

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.

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 procurement contract and/or the exclusion of procurement contracts of the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

§1 The contractor is considered to be in failure of performance under the procurement 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 are given in due form by the contracting authority.
- §2 Any failure to comply with the provisions of the procurement contract, including the nonobservance 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.

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.

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)

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 term without the issuing of a report and they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

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

§1 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.

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 found.

§2 The measures as of right are:

- 1° Unilateral termination of the procurement 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 regie of all or part of the non-performed procurement contract;
- 3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement contract remaining to be performed.

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 procurement contract will be borne by the new contractor.

4.15 End of the procurement contract

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

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

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

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

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.

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.

The acceptance specified above is final.

4.15.2 Acceptance costs

Travel costs and costs for the stay of the managing official will be borne by the service provider.

When drawing up his tender, the tenderer shall take into account the following acceptance costs:

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

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

Mr. Yahia Masswdeh - yahia.masswadeh@enabel.be

Enabel (Belgian Development Agency)

Royal Center Building, 7th Floor, Al Balou', Mecca Street, Ramallah - Al Bireh

The head of invoice shall mention:

The reference of the tender documents: 2275PSE-10053

Only services that have been performed correctly may be invoiced.

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.

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.

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

The invoice must be in EUROS.

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

No advance may be asked by the contractor and the payment will be made after provisional/final acceptance of each service delivery of a same order.

Payments will be made as follows:

Payment will be made after the provisional acceptance by subsequent order.

4.16 Litigation (Art. 73)

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

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 procurement contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

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 Mrs Inge Janssens

rue Haute 147

1000 Brussels

Belgium

5 Terms of Reference

See Annex 1

6 Forms

6.1 Identification forms

	Name of the	ne of the company, organization or joint venture and legal form			
			Nationality of the tenderer and of staff (if different)		
			Street name (compulsory)		
	Domicile / registered	Но	use number (compulsory)		
	office	Z	ip code or neighbourhood		
	complete address		City or village		
			Country or territory		
	Telepho	ne nu	imber (with country code)		
	National So	cial S	ecurity Office registration number or equivalent		
	Enterpr	ise or	organization registration number		
	Represented 1	by	Full Name		
	the undersign	ed	Title		
			Full Name		
	Contact porce	200	Title / function		
	Contact perso)11	Phone		
			E-mail		
	If different:		Full Name		
	Project manag	ger	Phone		
	for this contra	act	E-mail		
			IBAN		
	Bank account	for	BIC/SWIFT		
	payments		Financial institution		
			Account holder name		
ľ	First na	ame:		Place:	

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

6.2 Subcontractors

Name and legal form	Address / Registered office	Object

6.3 Tender Forms – prices

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

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

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

- The estimated ceiling of this framework contract is EUR140.000.

Transportation Cost

Location Details	Vehicle Size	Price in EURO Exc. VAT
North West Bank (Salfit, Tulkarm, Nablus, Qalqilya, Tubas,	Small car	
Jenin)	Truck	
rusalem (areas inside the wall)	Small car	
	Truck	
mallah Governorate	Small car	
	Truck	
South West Bank (Jerusalem areas outside the wall, Jericho,	Small car	
Bethlehem, Hebron)	Truck	

Banners and Exhibitions

Item/Unit	Description	Unit Price	Price in EURO Exc. VAT
Banner	PVC leather with black back leather.Add 4 rings for each square	Per Design	

Item/Unit	Description	Unit Price	Price in EURO Exc. VAT
	 meter. Including layout and edition of the images to suit the printing colours best. Full colour digital high-quality printing. *Ropes and on-site installation, along with the provision of a ladder for higher installations, are optional elements that can be included based on specific requirements or preferences. 	Per 1 square meter including Design and Print	
Truss 1	 1 square meter. High-quality outdoor truss. Dimensions: 30*30 CM. Install in the location. 	Per 1 square meter per day	
Truss 2	 1 square meter. High- quality indoor truss. Dimensions: 10*10 CM. Install in the location. 	Per 1 square meter per day	
Exhibition boards hanged on wall or celling	 Supply, delivery and hanging of OSB wooden boards (each 1 x 2 m) – 9mm thick. Natural colour – the edge shall not be painted. These boards are to be hooked on the hangers of the picture rail with a hook previously screwed at the back of the board. Unit price is for one module of 3 meters of rail + 2 hangers + one OSB board which includes supply delivery and installation. 	Per square meter	
Stage 1	 Provide an indoor rented stage. Height above ground is 30 cm. Price to be paid per square meter. Should be accompanied with stair steps. 	1 square meter	

Item/Unit	Description	Unit Price	Price in EURO Exc. VAT
	Stage should be covered with fabric.		
Billboards	 High-Quality coloured printing, 4 passes at least. PVC leather. Covered with Aluminium. Must be lighted. Price per square meter. Design must be included in the price. Details and Pictures of Billboards locations are required to be attached	Per 1 square meter.	
Indoor and Outdoor stages	 Provide an outdoor rented stage. Height above ground is 60 cm. Price to be paid per square meter. Should be accompanied with stair steps. Including delivery and installation Stage should be covered with fabric. 	1 square meter	
LED Screens indoor/ and outdoor	 Rental service including delivery, installation and configuration and guarantee against theft, accidents, and vandalism. High-Quality resolution, 	Per Day	
	1080p at least.Coloured.Including delivery and installation	Per half day	
Exhibitions	Supply and install exhibitions, kiosks, and event areas from PVC leather with	20 - 50 square meters – Per day	
	black back leather and trusses (30*30 cm).	50 - 100 square meters – per day	
Shading	Supply and install shading taking into consider the following: 1. Truss system for columns and beams fully assembled and properly connected to the ground, the system shall be designed to carry the loads	square meters per day	

Item/Unit	Description	Unit Price	Price in EURO Exc. VAT
	based on the size of the shading area needed (minimum 4 columns and 4 beams).		
	 Shading material shall have a minimum density of 220 grams/m2 with all required fixation accessories. 		
	3. Additional accessories needed, including, steel cables, rings, high quality ropes, etc. to render the system functional and safe.		
Floor carpet	Supply and install high quality classic red welcoming carpet – length and width to be determined on site. Material shall contain 100% filament nylon for a soft plush texture. The carpet shall be properly fixed to flooring to avoid trip hazard and slipping.	square meters per day	
External lights	Provide and install 1800 lumen LED floodlights (20W) light. Includes electric cable extender, up to 20 meters if necessary, or battery lasting at least 4 hours	Per square meter	
External lights 2	Provide and install 6000 lumen LED floodlights (80W). Includes electric cable extender, up to 20 meters if necessary, or battery lasting at least 4 hours	Per square meter	

Item/Unit	Description	Price in EURO Exc. VAT	Price in EURO Exc. VAT
Ribbon cutting supplies	Rental service for opening / closing ceremonies.: 1 red ribbon (up to 3 meters) 3 scissors 1 pillow Includes installation of the ribbon with appropriate (non-destructive) means.	lumpsum	
Ribbon cutting stands	Rental service f for opening / closing ceremonies: wood/metal stands with flowers on top for opening purposes.	Per stand	
Curtains	Rental service for installation of 2 curtains on an inauguration plaque for opening / closing ceremonies.	lumpsum	
Flags	Rental service for the provision of flags and stainless-steel poles. Flags may include Belgian, Palestine and/or EU	Per flag	
Sound System	Provide a sound system for indoor/outdoos event with 3 wireless mics, and 1 wired mic, works with interpretation services.	lumpsum	
Chairs	Rental of plastic chairs with white fabric covers.	per chair	
VIP chairs	Provide VIP cloth/leather chairs.	per chair	
Stools	Provide high tables (stools) with white fabric tablecloth	per stool	
Tables	Provide foldable tables dimension 73 x 180 cm with white fabric tablecloth sheets.	per table	
Podium	 Provide a podium. The podium should include a branding space. The podium price includes printing the branding of the podium 	lumpsum	
Head Table	Provide a design and accessories for the head table (flowers, 3-4 small table flags (potentially including Palestinian, Belgian and EU flag) and white fabric tablecloth etc.)	per table	
Ushers	Provide females and males ushers to support the event	Price per person, per day	

Printings

PRICES ¹²					
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT	
Poster 2Ao	 2Ao (1189 * 1682) mm Khromo glossy 170 Gram Full colour digital printing one side printing Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1	Design		
		20	Design and Print		
Poster Ao	 Ao (841 * 1189) mm Khromo glossy 170 Gram Full colour digital printing one side printing Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1	Design		
		20	Design and Print		
Poster A1	A1 (594 * 841) mmKhromo glossy 170 Gram	1	Design		
	 Full colour digital printing one side printing Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	50	Design and Print		
Poster A3	 A3 (297 x 420) mm Khromo glossy 170 Gram recycled or certified PEFC or 	1	Design		

^{12&}lt; The tenderer is to include in the unit and < global prices all costs, measures and charges generally inherent to the performance of the public contract, with the exception of the value-added tax. The following are in particular included in the prices:

Fees and perdiems, accommodation costs, < international transportation costs, insurance costs, security costs, visa costs, communication costs, administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be requested by the contracting authority, the production and delivery of documents or records associated with the performance of the services, the reception costs, all costs and charges for staff and equipment needed for the performance of this public contract, the copyright fees, the purchase or leasing of third-party services needed for the performance of this public contract, < costs for intellectual property rights.

				Price in EURO Exc.
Item/Unit	Description	Quantity	Туре	VAT
	 FSC paper. Full colour digital printing—one side printing Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	50	Design and Print	
	Infographic design with illustration, statistics, marks, symbols, and illustration characters	1	Design	
Infographic 1	 drawing A3 (297 x 420) mm Khromo glossy 170 Gram recycled or certified PEFC or FSC paper. Full colour digital printing—one side printing 	50	Design and Print	
	 100 * 70 CM High quality foam 1 CM Full colour printing 		Design	
Foam boards	 Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1	Print Design and Print	
	Die cut is required.100 * 70 CM		Design	
Foam boards	High quality foam 1 CMFull colour printing		Print	
2	 Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	,	Design and Print	
Foam boards	• 50 * 70 CM	1	Design	
3	High quality foam 1 CM		Print	

				Price in EURO Exc.
Item/Unit	Description	Quantity	Туре	VAT
	 Full colour printing Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 		Design and Print	
	 Die cut is required. 50 * 70 CM 		Design	
Ecom boords	High quality foam 1 CMFull colour printing		Print	
Edit the image the printing co Price includes	the printing colours • Price includes free delivery to Enabel Ramallah and	1	Design and Print	
	• 50 * 35 CM	1	Design	
	High quality foam 1 CMFull colour printing		Print	
Foam boards to Ena	the printing colours		Design and Print	
	• 240 * 120 CM		Design	
	High quality foam 1 CMFull colour printing		Print	
6 the printing Price included to Enabel Ramall	 Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1	Design and Print	
Brochure	 A4 (210 * 297) mm 250 Gram Khromo Matt recycled or certified PEFC or 	1	Design	
	FSC paper. • Sullivan on both sides	100	Design and Print	
	Full coloured digital printing on both sides	500	Design and Print	

PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
	 creasing Bik 2 Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 			
	 A4 (210 * 297) mm (folded A3, with saddle stitch binding – 2 staples) 	1	Design	
	 For every 16 pages, including cover (= 4 x A3 printed on both sides) 	100	Design and Print	
Booklet	 350 Gram Khromo Matt paper, recycled or certified PEFC or FSC Sullivan on both sides Full coloured digital printing on both sides Creative Die Cut is required. UV shading is required. Edit images and text to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	500	Design and Print	
Booklet	 Cover: A4 (210 * 297) mm after folding. 350 Gram Khromo Matt paper Sullivan on both sides Full coloured digital printing on both sides 	1	Design	

				Price in EURO Exc.
tem/Unit	Description	Quantity	Туре	VAT
	 Saddle stitch binding – 2 staples Creative Die Cut is required. UV shading is required. Edit the images to best suit the printing colours. Internal pages: for every 3 internal papers (6 pages) A4 (210 * 297) mm Khromo Matt 120 Gram Full colour digital printing on both sides Edit the images to best suit the printing colours Digital printing is required for the cover and the internal pages Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	10	Design and Print	
	 Cover: A4 (210 * 297) mm 350 Gram Khromo Matt paper Sullivan on both sides Full coloured digital printing on both sides creasing Bik 1 Creative Die Cut is required UV shading is required Edit the images to best suit the printing colours 	1	Design	
Booklet 2	 Internal pages: for every 3 internal papers (6 pages) A4 (210 * 297) mm Khromo Matt 120 Gram Full colour digital printing on both sides Edit the images to best suit the printing colours Digital printing is required for the cover and the internal pages Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	100	Design and Print	

PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
	Size A4Coloured Cardboard hard		Print	
	cover 350 Gram Khromo Matt with Sullivan 100 pages 90 Gram internal		Design	
	pagesDesign the cover from both			
Books	sides. • Spiral or Glue • Edit the images to best suit the printing colours. • Price includes free delivery to Enabel Ramallah and Jerusalem Offices.	100	Design and Print	
	Sample is required			
	 A4 (210 * 297) mm 250 Gram Khromo Matt recycled or certified PEFC or 	1	Design	
	FSC paper. • Sullivan on both sides	100	Design and Print	
 Factsheet Full coloured digital printing on both sides Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	500	Design and Print		
Certificates	A4 (210 * 297) mm recycled or certified PEFC or FSC paper.	10	Design and Print	
	 Woodfree 300 gsm Designed. Full coloured digital printing. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	100	Design and Print	

PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
Stickers 1	 1 square meter Orajet plastic stickers or equivalent materials Design, print and cut logos as small as 7*5 CM each logo/ design Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required 	1	Design and Print	
Stickers 2	 1 square meter with die cut. Orajet plastic stickers or equivalent materials Design, print and cut logos as small as 7*5 CM each logo/ design. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required 	1	Design and Print	
Stickers 3	 1 square meter Papers stickers Design, print and cut logos as small as 7*5 CM each logo/ design Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1	Design and Print	
Stickers 4	 1 square meter with die cut. Paper stickers Design, print and cut logos as small as 7*5 CM each. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required.	1	Design and Print	
sticker 5	• 170 gm Oracle + solovan	1	Design and Print	

PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
	 Wall stickers The price must include design, printing, and installation, with a warranty. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required 			
Stickers 6	 1-meter stickers roll with die cut Orajet stickers or equivalent materials Design, print and cut logos as small as 7*5 CM each logo/design. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required 	1	Design and Print	
Rollups	 (85*200 CM) High quality PVC High quality rollup machine Coloured printing Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required for the PVC 	1	Design and Print	
Theme designing	 Design and produce high-quality /level theme. Unlimited edits Designs should be creative and innovative. The theme will be owned by Enabel and can be used beyond the agreement as per the need of the 	Per Theme designin g	Design	

PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
	organization.			
Logo design	 Design and produce a creative and professional logo. Designs should be in a high quality/ level. Unlimited edits The logo will be owned by Enabel and can be used beyond the agreement as per the need of the organization. 	per Logo design	Design	
Envelope 1	 (23*11 CM) white envelope with 2 sides printing Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1000	Design and Print	
Envelope 2	 (17*25 CM) for A5 paper white envelope with 2 sides printing Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1000	Design and Print	
Envelope 3	 (27*32 CM) for A4 paper white envelope with 2 sides printing Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1000	Design and Print	
Envelope 4	 (28 * 45) For A3 paper white envelope with 2 sides printing Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1000	Design and Print	
Badges	 10*7 CM Plastic card Full coloured two sides printing Liner ribbon 2 CM with full colour printing Clear plastic hard box for the card Edit the images to best suit the printing colours. 	1	Design and Print	

PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
Badges 2	 Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required 10*7 CM PVC Plastic card Full coloured two sides printing With Card pin Clear plastic hard box for the card Edit the images to best suit the printing colours. Price includes free delivery 	1	Design and Print	
Name stickers	to Enabel Ramallah and Jerusalem Offices. Sample is required Provide high-end name stickers for the participants			
SHEREIS	 (ideally combining a formal look and meeting ecological considerations) Design and print 150 stickers 7*10 cm. Designed and printed according to the event theme. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1	Design and print	
Folders	 to contain A4 papers and notes Coloured printing on both sides Khromo Matt 350 Gram 1 horizontal pocket and 1 vertical pocket Edit the images to best suit the printing colours. With Sullivan glossy for all sides 	500	Design and Print	

PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
	• Price includes free delivery to Enabel Ramallah and Jerusalem Offices.			
Sign 1	 A1 841 x 594 mm Alca Bond X-Bond 3 mm thickness Clear plastic to cover the Alca Bond 3mm thickness. Add 4 holes to the sign on the 4 corners and provide 4 elegant screws to install the sign. Printed on laminated stickers Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1	Design and Print	
Sign 2	 A2 420 x 594 mm Alca Bond X-Bond 3 mm thickness Clear plastic to cover the Alca Bond 3mm thickness. Add 4 holes to the sign on the 4 corners and provide 4 elegant screws to install the sign. Printed on laminated stickers Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1	Design and Print	
Sign 3	 A3 297 x 420 mm Alca Bond X-Bond 3 mm thickness Clear plastic to cover the Alca Bond 3mm thickness. Add 4 holes to the sign on the 4 corners and provide 4 elegant screws to install the sign. Printed on laminated stickers Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	1	Design and Print	

PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
T-shirts 1	 Full coloured High quality 100% cotton Print on both sides 10*8 CM on the front and 21*30 	10	Design and Print	
	on back. • Full coloured • Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required	100	Design and Print	
T-shirts 2	High quality 100% cotton Polo T-shirts with collar Print on both sides 10*8 CM on the front and 21*30 on back. • Full coloured • Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required	10	Design and Print	
long sleeve cotton shirt	 High quality 100% cotton long sleeve shirt Print on both sides 10*8 CM on the front and 21*30 on back. Full coloured Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required 	10	Design and Print	
Hoodie	 High quality 100% cotton long sleeve Hoodie Print on both sides 10*8 CM on the front and 21*30 on back. Full coloured Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	10	Design and Print	

PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
	Sample is required			
Cotton Vest	 100% cotton high-quality vests A4 size full-colour printing on the back high quality full coloured printing 10X10 cm on the front/back sides. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	10	Design and Print	
	• 100% light weight high visibility polyester fabric Vest • high-quality A4 size full-	10	Design and Print	
	colour printing on the back • high quality full coloured printing 10X10 cm on the front and back sides. • Price includes free delivery to Enabel Ramallah and Jerusalem Offices.	100	Design and Print	
Caps	 Sample is required High quality 100% cotton coloured Logos printed on the cap in full colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	100	Design and Print	
Rounded hat	 Sample is required Cargo bucket hat High quality 100% cotton Logos printed on the hat in 	100	Design and Print	

PRICES ¹²	PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT	
	full colours. • Price includes free delivery to Enabel Ramallah and Jerusalem Offices.				
	Sample is required				
Notebooks 1	 Size A5 Coloured Cardboard hard cover 350 Gram Khromo Matt with Sullivan 50 paper (2 pages) 90 Gram Design the cover from both sides With glue Edit the images to best suit the printing colours. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required 	100	Design and Print		
Notebooks 2	 Size A5 Coloured Cardboard hard cover wood free cover for writing on the cover 50 paper (2 pages) 90 Gram Design the cover from both sides Spiral/or glue Edit the images to best suit the printing colours Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required 	100	Design and Print		
Notebooks 3	 Size A5 Leather cover Design 1 side of the cover and print on it 100 papers 	100	Design and Print		

PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
	 Sewing internals Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 			
	Sample is required			
	 Price includes Design and Print 			
	• \Blue ink pen (standard/good quality)			
Pens	 Print 1 logo on the pen. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	100 unit	Design and Print	
	Sample is required			
Pens 2	 Luxury high quality business with Box. Blue ink pen Print 1 logo on the pen. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	100	Design and Print	
	Sample is required			
Tote bags	 100% cloth bag 30 * 38 CM Cream colour/ off-white A4 Full coloured printing high quality 1 side printing Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	10	Design and Print	
Cl. II	Sample is required			
Cloth Backpacks	100% cloth backpack30 * 38 CM	10	Design and Print	
	Cream colour/ off-white.A4 Full coloured printing high quality	100	Design and Print	

PRICES ¹²				
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
	 1 side printing Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 			
	Sample is required			
USB Flash Memory	 64 GB USB 3.0 flash memory Design and print a logo on one side of the flash memory. Print the logo in full colours. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	50	Design and Print	
	Sample is required			
Paper Bags	 Size: 42/31.5/9.5 cm Include design and printing in full colour. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	100 unit	Design and Print	
Power Banks	 10,000 mAh Charging through Type- C at 18 Watt USB Type - C input and output Wireless charging Design and print logos on one side of the power bank. Print the logos in full colours. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required 	50	Design and Print	
Power Banks 2	 20,000 mAh Charging through Type- C at 18 Watt USB Type – C input and output Design and print logos on one side of the power bank 	50	Design and Print	

				-
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
	 Print the logos in full colours. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 			
	Sample is required			
Drinking Bottle (Hot)	 High quality drinking bottles for hot drinks 2 layers Stainless steel Full coloured logos printed on the bottle. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	10	Design and Print	
Drinking	Sample is required High quality drinking bottles		Design and Print	
Bottle (Cold)	for cold drinks 2 layers Stainless steel Full coloured logos printed on the bottle. Price includes free delivery to Enabel Ramallah and Jerusalem Offices.	50		
	Sample is required			
Plastic Bottle	 heavy-duty reusable and safe to refill plastic water bottle . full high-quality colour printing Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	50	Design and Print	
	Sample is required			
Mugs	 High quality ceramic mug Full coloured printing on the mug High-quality long-lasting printing Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	50	Design and Print	

PRICES ¹²	CES ¹²			
Item/Unit	Description	Quantity	Туре	Price in EURO Exc. VAT
Business Cards	 Includes printing and design. 5.5X8.5 CM 350 Gram Khromo Matt paper Sullivan on both sides Full coloured digital printing on both sides QR code design could be included on the back. Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required 	200 unit	Design and Print	

Other Supplies:

Item/Unit	Description	Unit Price	Price in EURO Excluding VAT
Medals	Metal medals with full coloured customized printed stickers, with ribbon • Price includes free delivery to Enabel Ramallah and Jerusalem Offices.	Per Medal	
Cups 1	 Single cup with a square base Rigged plastic with a bright gold/silver colour smooth and shinny finish at least 25 cm long Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required	Per Cup	
Cups 2	 A set of 3 cups with a square base for the 1st,2nd, 3rd winners Rigged plastic with a bright gold/silver colour smooth and shinny finish Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required	Per Cup	
Trophies 1	 Plastic or PVC trophies with high quality engraving CNC laser high quality die cut With chamois/velvet hard box 	Per Trophy	

	Sample is required		
Trophies 2	 Wooden trophies high quality stickers prining Price includes free delivery to Enabel Ramallah and Jerusalem Offices. 	Per Trophy	
	Sample is required		
Trophies 3	 Glass, wood luxury trophies with high quality engraving With chamois/velvet hard box 	Per Trophy	
	• Price includes free delivery to Enabel Ramallah and Jerusalem Offices.	1 3	
	Sample is required		
Trophies 4	 Metal, wood luxury trophies with high quality engraving With chamois/velvet hard box Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required 	Per Trophy	
Coasters	Ceramic Coasters With/or without Holders • Price includes free delivery to Enabel Ramallah and Jerusalem Offices. Sample is required	Per Coaster	

EUR...

VAT percentage:%.

Handwritten original signature(s):

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

In order to correctly compare the tenders, the duly signed information or documents mentioned <
below or under point 'Overview of the documents to be submitted' must be attached to the tender.

In annexto his tender.	
Certified true and sincere,	

6.4 Declaration on honour – exclusion criteria

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:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. 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

e. 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, humanrights 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%Agennes-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

8) << If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

The tenderer formally declares being able, when asked and without delay, to provide the relevant certificates and other kinds of supporting documents, except if:

- a. Enabel can directly obtain the supporting documents concerned by consulting a national database in a Member State that is accessible for free, provided the tenderer has given the required information (website address, responsible authority for providing the information, specific reference of the documents) so Enabel can obtain these, with concomitant permission to access them;
- b. Enabel already has said documents.

The tenderer formally agrees with Enabel accessing the supporting documents substantiating the information provided in this document.

Date

Location

Signature

6.5 Integrity statement for the tenderers

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

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

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 abovementioned 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.

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

6.6 Overview of the documents to be submitted – to be completed exhaustively

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

	Document	
Tender document	One original copy of the completed tender document (the present document) filled electronically (not by hand), then printed completely, signed, and stamped. The following forms need to be completed: 1. Form 6.1: Identification 2. Form 6.2: Subcontractors 3. Form 6.3: Prices 4. Form 6.4: Declaration on honour – exclusion grounds 5. Form 6.5: Integrity statement	
	Declaration from a competent authority of not being in a situation of bankruptcy or insolvency	
	CV for the designers	
	Samples (when required)	
	Active bank account for the last 2 years	
	Incorporation certificate from the competent authority	
	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).	
	In case of a consortium or a temporary association, a copy of the joint venture agreement.	
	Valid deduction at source certificate	
	Non sentence certificate	