



Tender Specifications

Services procurement contract for **Public service contract for the comprehensive environmental assessment of Vocational Training Centres in the West Bank**

Navision code: PSE22003-10054

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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, Country Director 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 2003, 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;
- 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

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.

² Belgian Official Gazette of 18 November 2008.

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Organisation⁴ 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.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

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

⁵ Belgian Official Gazette 14 July 2016.

⁶ Belgian Official Gazette of 21 June 2013.

⁷ Belgian Official Gazette 9 May 2017.

⁸ Belgian Official Gazette 27 June 2017.

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;

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

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Palestine.

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

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

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

Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

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

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

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.6 Processing of personal data by the contracting authority and confidentiality

1.6.1 Processing of personal data by the contracting authority

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 contract.

This contract is a mixed contract, where some items have a fixed price (lumpsum) and others have a fixed unit price but variable quantities (schedule-of-price contract).

2.2 Subject-matter of the procurement contract

This services procurement contract consists in the performance of Comprehensive environmental assessment of Vocational Training Centres in the West Bank, in conformity with the conditions of these Tender Specifications.

2.3 Lots⁹

The contract has five lots, each of which is indivisible. The tenderer may submit a tender for one lot, several or all the lots. A tender for part of a lot is inadmissible.

The different lots are:

Lot 1: The implementation of a detailed **energy audit** for each concerned building (including equipment and building envelope), combining theoretical calculations and on-site tests and measurements, and formulating proposals of improvement of energy performance.

Lot 2: The implementation of a comprehensive **water cycle audit** of each building, including the freshwater consumption, pre-treatment, storage, grey and black waters post-treatment, measurement of degree of pollution at exit, potential current reuse and recycling, as well as the rainwater drainage and potential existing harvesting measures, and formulating proposals of improvement.

Lot 3: A **solid waste** audit, including an analysis of current practices, measurement of quantities and types of waste, potential current sorting and recycling practices, and formulating proposals of improvement.

Lot 4: Carrying out an **assessment of the infrastructure and equipment needs** of each VTC, studying the adequacy of the premises for training, the needs of upgrading, retrofitting and possibly extension (related to opening new green professions or mitigating crowdedness), replacement/maintenance of equipment or additional equipment to be provided.

Lot 5: A climate change and environmental **awareness assessment**, using a Knowledge, Attitude and Practices survey, before and after the implementation of the audits and greening measures, and formulating proposals which may contribute to further reinforce awareness of users.

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.

2.4 Items

The procurement contract consists of the following items:

Each lot consists of three items, which correspond to a phase and deliverable:

- Item 1: Inception
- Item 2: Preliminary assessment
- Item 3: Detailed assessment

2.5 Term of the procurement contract¹⁰

For each of the lots, the procurement contract starts upon award notification and lasts till the final acceptance.

After this initial term, this procurement contract may be renewed every year by the contracting authority by registered letter sent at least one month prior to the contract renewal date.

The renewal will be made as per the terms and conditions of the initial Tender Specifications. Should the contract not be renewed, the contractor cannot claim damages.

2.6 Variants ♣

Variants are not permitted.

2.7 Quantity

2.7.1 Buildings

The different assessments will have to be carried out on a series of Ministry of Labor public buildings, situated in the West Bank. These buildings consist of vocational training centers. For more information, see: Sites description and location.

For lots 1 to 4, quantities will be determined in order forms. The presumed quantities mentioned in annex 1 are given for information purposes only.

2.7.2 Fixed and conditional blocks

Only the first two items (1 – Inception and 2 – Preliminary Assessment) of each lot are determined (fixed block). During the contract period, the Contracting Authority will be able to commit for additional order(s) for Item 3 (Detailed Assessment). Such commitment will be made through a written commencement order(s).

Without prejudice to the possibility for the Contracting Authority to not award the contract, to terminate the contract if the services performed do not meet the requirements imposed or if they are not performed by the deadlines asked, or to reduce the number of buildings to be assessed as part of the commencement order, by concluding this contract (at awarding) the service provider acquires the right to perform the fixed block of the lot they are awarded.

§1 Phase C represents a conditional block of each lot, and may be ordered only on certain buildings, which will be confirmed through a written commencement order.

2.7.3 Lumpsum and variable quantities

§2 This contract is a mixed contract, where some lots have a fixed price (lumpsum) price is a flat rate that covers the whole performance of the contract or each to the items of the

¹⁰ Please note: term of the procurement contract not to be confused with performance period.
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inventory, and others have a fixed unit price but variable quantities (schedule-of-price contract).

- §3 Lots 1 to 4 are a schedule-of-price (unit-price based) contract, where only the unit prices (per building) are fixed. The global price (Form 5 - Financial offer) is based on an estimated number of buildings to be assessed. The presumed quantities (number of buildings) mentioned in the table below are for information purposes only. The exact number of buildings to be assessed for phases B and C of each lot will be confirmed in the commencement order forms. Please see - Performance modalities and deliverables, for a description of the different phases.
- §4 Lot 5 (KAP survey) of the contract is a lump-sum price contract, i.e. the global price is an all-in fixed price which covers all the services concerned by the contract. The all-in price is based on a breakdown of the lump-sum price into phases A, B and C.

Lot		Item A	Item B		Item C	
		Pricing	Pricing	Estimated quantity	Pricing	Estimated quantity
1	Energy Audit	Cost to be included in price for phase B	Generic unit price per building	11 buildings	Specific price for each building	11 buildings
2	Water cycle audit					
3	Solid waste					
4	Upgrading assessment					
5	Awareness survey		Lumpsum	1	Lumpsum	1

- §5 As long as the threshold for this procedure is not exceeded, the Contracting Authority reserves the right to order additional quantities of the same items or extend the contract to similar services, for a period of three years.

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 December 2nd,2024- December 19th,2024.

www.jobs.ps

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 December 12th,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 (Karmel.alsalqan@enabel.be) and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as from December 13th,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:

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

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 of the tenderer will consist of the physically separate sections mentioned below (see 6 – Forms):

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- 6.1 Form 1 - Identification form
- 6.2 Form 2 - Integrity statement for the tenderers
- 6.3 Form 3 - Declaration on honour – exclusion criteria
- 6.4 Attachment 1 - Power of attorney
- 6.5 Attachment 2 - Incorporation certificate
- 6.6 Attachment 3 - Certification of clearance with regards to the payments of applicable taxes
- 6.7 Form 4 - List of the main similar services
- 6.8 Form 5 - Financial offer
- 6.9 Attachment 5 - Methodology
- 6.10 Attachment 6 - CVs of all mentioned personnel
- 6.11 Form 7 - Subcontractors
- 6.12 Form 8 - Checklist

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 procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

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 an on-site audit to check the correctness of the indications supplied.

§6 Except for VAT, the prices include all costs, taxes, duties and contributions of any kind for performing all tasks, duties, and responsibilities mentioned in the contract including the TORs, and namely:

§7 Fees, per diems, salaries, travel costs including parking costs or fines in all locations, insurance costs, security costs, magnetic cards / permits costs, communication costs (including phone calls and the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the Contracting Authority, the production and delivery of documents or records linked to the performance of the services,

- §8 the acceptance costs, all costs, staff, equipment, lab testing and material expenses needed to perform the present contract (see table below), all professional software licences needed to complete the tasks within this contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract and costs for any possible intellectual property rights.
- §9 In particular this includes the cost for access to and use of equipment and carrying necessary tests to complete the requested tasks (for a detailed description of the requested tasks and associated equipment and tests, see also Equipment):
- §10 For lot 1:
- Energy meters/Watt meters: to measure energy consumption in different parts of the building, such as HVAC systems, lighting, and appliances
 - Thermal imaging cameras
 - HVAC testing equipment and tools
 - Data loggers
- §11 For lot 2:
- Water meters
 - Flow measurement devices
 - Pressure gauges
 - Leak detection equipment
 - All tests (including sampling equipment, sampling material, as well as laboratory materials and costs etc) required to measure the following indicators: total suspended solids (TSS), biological oxygen demand (BOD), Pathogens (including bacteria, viruses, and parasites)(see also Water treatment and recycling)
- §12 For all lots:
- Different types of relevant, licensed computer software
 - And any other type of equipment needed to measure accurately the type of data requested as well as to do the necessary requested tests.

3.4.3.1 Elements included in the price

The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

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;

Acceptance costs.

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:
Tender Comprehensive environmental assessment of Vocational Training Centres in the West Bank – PSE2200-10054.

It may be submitted before **December 19, 2024 before 3:00PM:**

- a) By mail (standard mail or registered mail)

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

Enabel

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 to 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.

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.

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 criterion 1- Technical Offer: 60 %

(i) Proposed methodology (25 points)

The tenderer proposes a methodology based on the instructions given in the Terms of Reference (Methodology).

The 25 points will be scored as follows:

- 5 points for the **work plan**, defining the timing of the different steps and phases set in
- 5 points for a description of how the **key personnel** will be involved in the consultancy, what will be each team member responsibility and how they will interact together. In case international staff is involved, an explanation if **missions** are planned or not and if yes, how many and at what stage they would take place.
- 5 points for the description of which **equipment**, tools and tests will be carried out, if this equipment is in possession of the consultants or if it will be rented or leased, and who will be using it, how and for which purpose.
- 5 points for a description of **lessons learned** in execution of similar services in public buildings such as VTCs and how these would be considered in this assignment.
- 5 points for the **approach and methodology**, is there a well-defined approach or strategy to achieving the TOR objectives? Are the steps logical, realistic, and suitable for the needs?

(ii) Qualification and experience of key experts proposed (35 points)

The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in point 5 “Terms of Reference” and they are subject to evaluation. Their evaluation is based on their educational background (10 points), the total number of years of experience (10 points) and the relevance and extent of experience in in similar assignments (15 points).

Lot	Evaluated CV
1.	Energy auditor
2.	Mechanical/plumbing engineer
3.	Solid waste analyst
4.	Civil Engineer TVET Expert
5.	KAP Survey expert

Only tenderers obtaining a total score of at least 40 points for criteria 1 and 2 will be evaluated for the price criterion.

Award criterion 2 - Price: 40 %

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

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

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 procurement contract

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

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

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

- These Tender Specifications and its annexes;
- The approved BAFO 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 an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

4 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 Ms DE KEYZER, Emilie , e-mail: emilie.dekeyzer@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.

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

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)

§1 The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract.

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 the procurement contract. 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).

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

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of procurement 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 account number of the Deposit and Consignment Office Fill out the form https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcdck@minfin.fed.be
After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office (Caisse des Dépôts et Consignations) will communicate to you the payment instructions (account number + communication) for posting the bond in cash;

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.

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

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution or the insurance company; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

6 Bank Cheque.

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

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 the provisional acceptance: This is equal to a request to release the first half of the performance bond;
- 2° For the 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 works, supplies and 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)

The contracting authority 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.

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

- The suspension lasts in total longer than one twentieth of the performance 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 Deadlines and terms (Art. 147)

The services must be performed within 4 months in calendar days as from the day after the date on which the service provider received the contract conclusion notification letter. The closure of the service provider's business for annual holidays is not included in this calculation.

The order form is addressed to the service provider either by registered letter, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

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

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

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

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

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

The services must be performed within a period that is to be expressed in calendar days, which the tenderer shall mention in his tender. This period starts as from the day following the date on which the service provider received the contract conclusion notification letter. Since the performance period is an award criterion, not including it in the tender will bring about the substantial irregularity of the tender. All days are indistinguishably included in the period.

The order form is addressed to the service provider either by registered letter, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

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

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

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

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

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

Implementation period (Art. 147)

The services will be performed at the following address:

§13 The services shall be performed within a period that is to be expressed in calendar days. This period starts 7 days after the date on which the service provider received the contract award notification letter containing the first commencement order.

§14 The implementation modalities follow different phases, each of which will combine one part or step of the different items form the assignment.

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

#	Step /phase	Start (triggered by)	End (output)	Responsible	Duration (calendar days)
A	Inception Phase	Commencement order #1	Deliverable #1	Consultant	7
A'	Review by Contracting Authority	Deliverable #1	Commencement order #2	Contracting Authority	7*
B	Preliminary assessment	Commencement order #2	Deliverable #2	Consultant	22
B'	Review by Contracting Authority	Deliverable #2	Commencement order #3	Contracting Authority	15*
C	Detailed assessment	Commencement order #3	Deliverable #3	Consultant	6 per VTC
C'	Review by Contracting Authority	Deliverable #3	Commencement order #4	Contracting Authority	15*
C''	Final Version of detailed assessment	Commencement order #3	Deliverable #4	Consultant	7
*Duration of review periods by the Contracting Authority are indicative and non-binding					

§16 The services will be performed at the following locations:

For the site visits, interviews and assessments: in the sites mentioned in the terms of references. See: 5.3 Sites description and location.

For the analysis of data and production of deliverables: at the service provider's premises

For the presentation of deliverables to the Contracting Authority: at Enabel's offices in Ramallah - see address mentioned in **Error! Reference source not found.**, **Error! Reference source not found.**, or online (to be confirmed by the Contracting Authority during the implementation, depending on the deliverable).

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 non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

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 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:

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.

If necessary, state which documents. Where no other document is required, this sentence may be deleted.

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.

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

<i>Enabel office in Ramallah</i> Belgian Development Agency Royal Center Building, 7 th Floor Al Balou', Mecca Street Ramallah – Al Bireh – West Bank	Or	<i>Enabel office in Jerusalem</i> Belgian Development Agency Consulate General of Belgium 5 Baibars Street, Sheikh Jarrah 9711769 Jerusalem
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§18 The invoice will be signed and dated, and will include:

- To: "Enabel, the Belgian Development Agency";
- the statement: 'Certified true and sincere for the amount of EUR (amount in words).'
- the reference "PSE22003-10054 #X" (where "X" is the sequential number of the progress payment)

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

Climate change and Palestine's NDCs

- §19 Palestine it is one of the most vulnerable countries to climate change, considering its location in the Mediterranean region, a hot spot for climate change and its impact. Rising temperatures, changes in precipitation patterns, and increased frequency and intensity of extreme weather events are all expected to have significant impacts on Palestinian communities, particularly in the areas of water availability, agriculture, and public health.
- §20 Despite the major challenge posed by the ongoing Israeli occupation and political instability in the region, the Palestinian Government is committed to pursuing climate actions and working towards a more sustainable future for its people. The Government has developed a climate change policy that seeks to mitigate greenhouse gas emissions, adapt to the impacts of climate change, and promote sustainable development.
- §21 Palestine submitted its Nationally Determined Contribution (NDC) plan to the United Nations Framework Convention on Climate Change (UNFCCC) in 2016. The period between joining the UNFCCC in March 2016 and submitting the INCR and NAP in November 2016 was less than eight months, highlighting the importance of climate change within Palestine's national agenda.
- §22 The NDC plan outlines Palestine's commitment to reducing greenhouse gas (GHG) emissions and adapting to the impacts of climate change. The nation decided to revise its NDC targets in 2021 and increased its ambitions, a key ambition being raising its conditional greenhouse gas emissions reduction targets to 26.6% (instead of 24.4%) in an independence scenario and 17.5% (instead of 12.5%) in a status-quo scenario by 2040, compared to business as usual.
- §23 The National Adaptation Plan to Climate Change (NAP) for Palestine draws a road map for climate change adaptation, including a range of initiatives aimed at reducing energy consumption, increasing the use of renewable energy sources, improving water management, promoting sustainable agriculture, and building climate resilience in vulnerable communities.
- §24 Twelve sectors were identified as "highly vulnerable" to climate change and out of these 12, action plans for 6 sectors (in 2021) including agriculture, energy, health, transport, waste, and water were developed in order to facilitate successful implementation of Palestine's NDC.
- §25 The plan also considers mitigation measures to the negative impacts on crucial sectors for economic growth, including agriculture, energy, and industry, which would bear the worst impacts of climate change.
- §26 The NAP presents actions that will be undertaken locally, and will be scaled up and implemented more widely. In many cases, these plans lack endorsement and/or implementation at subnational level.
- §27 Among the actions for the different sectors are for example the promotion of green buildings, harvesting of rainwater, improved energy efficiency by 20% and 20-33% of electricity to be generated from renewable energy by 2040, primarily from solar photovoltaic (SPV).

Green buildings and energy efficiency

- §28 According to the Palestinian Central Bureau of Statistics (PCBS), the building sector is one of the largest energy consumers in Palestine, accounting for approximately 27% of

the country's total energy consumption in 2019. This includes both residential and commercial buildings, as well as public infrastructure such as schools and hospitals.

- §29 Meanwhile, according to the Palestinian Energy and Natural Resources Authority (PENRA), the energy sector is a significant contributor to greenhouse gas (GHG) emissions in Palestine. In 2018, the energy sector accounted for approximately 60% of Palestine's total GHG emissions. This is partially due to the fact that the primary fuel sources for electricity generation in Palestine and Israel are fossil fuels, mainly natural gas and diesel.
- §30 Buildings are therefore a significant source of greenhouse gas (GHG) emissions in Palestine. According to a report by the United Nations Development Programme (UNDP), buildings and construction activities in Palestine are responsible for approximately 22% of the country's total GHG emissions. The main sources of GHG emissions from buildings in Palestine are energy consumption for heating, cooling, and lighting, as well as construction materials and waste.
- §31 Efforts are being made to promote the use of renewable energy sources such as solar water heaters and photovoltaic systems to meet the energy needs of buildings in a sustainable and low-carbon manner. However, renewable and green energy shall not substitute itself to parsimony in energy use. While solar photovoltaic panels are a relatively clean source of energy compared to fossil fuels, there are still some environmental and social issues associated along the production and disposal supply chain: raw material extraction, such as silicon, copper, and rare metals, which can have environmental impacts, including habitat destruction, water pollution, and soil contamination, an energy-intensive production (which can be polluting if the energy used to manufacture the panels is itself not green), land use and end-of-life disposal as well as severe social risks related to conflicts, human right violations and illegal trade.
- §32 Improving the energy efficiency of buildings is therefore a crucial aspect of sustainable architecture and an important leverage for mitigation of climate change, worldwide and in Palestine.
- §33 To reduce the energy consumption in buildings and promote energy efficiency, PENRA is working on developing and implementing building codes and standards that promote energy-efficient design and construction practices. With the financial support of Belgium, Enabel has supported in 2022 the drafting of the second edition of the Energy Efficient Building Code for Palestine, in coordination with the Ministry of Local Government and PENRA, and of the Green Building Guidelines, with the Palestinian Higher Green Building Council (PHGBC).
- §34 These future regulations should further be complemented through monitoring, certification schemes and quality controls as to increase the 'demand' for green buildings products and services.
- §35 However, currently, no environmental standard nor level of energy performance is made mandatory in Palestine. No calculation of the energy performance is even routinely made nor requested as part of building permits, while no specific standard tool for rating the energy performance of buildings has been developed in Palestine yet. There is therefore now a need to support the operationalization of these policies, by developing practical tools, schemes, processes, and templates adapted to the context and the guidelines policies, and test and showcase them on concrete pilot projects, before being able to disseminate their use to the general public and mainstream their requirement.

Enabel in Palestine

- §36 Since 2000, the government of the Kingdom of Belgium, through the Belgian Development Agency (Enabel) has been supporting the Palestinian government with a

wide range of programs in the sector of education, ranging from curriculum development to school construction and including ICT, TVET, and the sector-wide support with the Joint Financial Arrangement (JFA).

Enabel's new portfolio

§37 The focus of the Palestine Cooperation Strategy 2022-2026 is to empower youth in an environmentally sustainable Palestine. The objectives of the main two pillars under portfolio are:

Young people in Palestine develop into active and critical citizen, ready for local and global challenges, through improved education, training, guidance and access to employment.

The Palestinian population makes use of the opportunities of a sustainable environment.

SO3 – Pathways to Employment (PEP)

Under the specific objective 3, the aim of the SO3 “Pathways to Employment in Palestine” is that “more young women and men in Palestine are employed in decent work conditions or have their own income-generating business”.

The strategic orientations of the project focus on increasing employability and employment opportunities of youth, targeting the skills mismatch between demand and supply and increasing access to suitable employment pathways for specific groups, through improving the quality and the relevance of the TVET system and supporting business development and job creation.

Under this specific objective, Enabel is seeking to achieve the following main three results:

- **Result (1): Increased access to skills development through investing in and upgrading TVET infrastructure.**
- Result (2): The employability of young women and men is improved through support to equitable access to quality and demand-driven skills development.
- Result (3): Employment opportunities for young women and men are increased through entrepreneurship promotion and business development support.

The assignment falls under Result 1, in which Enabel will green and upgrade existing Vocational Training Centers. The Ministry of Labor in Palestine has been managing 16 vocational training centers throughout the country, of which 11 in the West Bank. These centers provide vocational education and training to young people and equip them with the skills needed to enter the workforce. The Ministry of labor and the National TVET Commission (NTC) aim to green and improve these centers to meet the demands of the changing times, reduce the environmental impact, and strengthen their inclusion of vulnerable groups. As such, Enabel is seeking the services of a team of consultants to conduct an assessment of the current status of TVET infrastructure. Following this assessment, Enabel will work to ensure that the existing TVET infrastructure will be upgraded to ensure quality training can be provided and will have their environmental performance improved, focusing on energy efficiency, green energy production and environmental features such as water recycling and green roofs.

5.1 Objective of the consultancy

General objective

§38 The general objective of this consultancy is to promote environmental sustainability and awareness in Vocational training centers in Palestine.

Specific Objectives

§39 The specific objectives of the consultancy are:

To assess the current environmental impact of the construction and the use of public buildings (VTCs) in Palestine, following a range of criteria and indicators related to the consumption of energy, water and non-renewable material resources, the efficiency of their use and the generated pollution (water and solid waste).

To propose a menu of possible mitigation measures, each with an estimated cost and potential positive impact on the environmental indicators

To assess the knowledge, attitudes and practices related to climate change and the environment of buildings end-users and the staff of partner institutions (Ministry of Labour).

Assess the current quality of infrastructure and equipment to ensure the VTCs meet minimum standards to provide quality training (including the accessibility of VTCs for people with disabilities) and to propose a scoring per item that Enabel and its partners can use to assess which VTCs to prioritise the intervention.

§40 The collected data and analysis will serve the following purposes:

Creating a baseline for the environmental footprint of buildings in Palestine

Possibly implement some of the proposed mitigation measures in the VTCs, to reduce their environmental footprint and upgrade their infrastructure,

Raising awareness of the end-users and partner institutions on climate change and the environment.

Lots description

§41 The different lots of the consultancy are as follows:

Lot 1: The implementation of a detailed **energy audit** for each concerned public building, combining theoretical calculations and on-site tests and measurements, and formulating proposals of improvement. See technical requirements - [Lot 1 – Energy audit](#)

Lot 2: The implementation of a comprehensive **water cycle audit** including the freshwater consumption, pre-treatment, storage, grey and black waters post-treatment, measurement of degree of pollution at exit, potential current reuse and recycling, as well as the rainwater drainage and potential existing harvesting measures, and formulating proposals of improvement. See technical requirements - [Lot 2 – Water cycle audit](#).

Lot 3: A **solid waste** audit, including an analysis of current practices, measurement of quantities and types of waste, potential current sorting and recycling practices, and formulating proposals of improvement. See technical requirements - [Lot 3 – Solid waste audit](#).

Lot 4: Carrying out an assessment of the **infrastructure** and equipment needs of each VTC, studying the adequacy of the premises for training, the needs of upgrading, rehabilitation and possibly extension, replacement of equipment or additional equipment to be provided. See technical requirements - [Item 4 – Upgrading of infrastructure assessment](#)

Lot 5: A climate change and environmental **awareness assessment**, using a Knowledge, Attitude and Practices survey, before and after the implementation of the audits and greening measures, and formulating proposals which may contribute to further reinforce awareness of users. See technical requirements - [Lot 5 – Climate change and environmental awareness assessment](#).

5.2 Criteria and indicators

§42 The criteria of environmental performance, which shall guide the consultancy, follow the different specific environmental objectives mentioned above .

§43 Following these criteria, the key performance indicators related to the environmental sustainability of the buildings, which shall be used to guide both the assessment and the proposals of intervention, are:

Lot 1 - Energy:

Primary Energy Consumption of the building(s), measured in kWh/m²/year and kWh/user/year.

Renewable Energy Production of the building(s), measured in kWh/year.

Net energy requirement for heating, measured in kWh/m²/year.

Net energy requirement for cooling, measured in kWh/m²/year.

Net energy requirement for lighting, measured in kWh/m²/year.

Lot 2 - Water:

Net water requirement as consumed by the users of the building, measured in m³/m²/year and m³/user/year,

% of water recycled,

Quantity of water harvested, in m³/year,

Water drainage, pollution and treatment:

Treatment quantity: % of grey and black waters treated.

Treatment performance: Biochemical Oxygen Demand, measured in mg/litre.

Lot 3 - Solid waste:

Waste generation rate: amount of waste generated per unit of floor area, measured in kg/m²/year and kg/user/year (or m³/m³/year and m³/user/year).

Recycling rate: the percentage of waste that is diverted from landfill through recycling or composting, measured in %.

Lot 4 - Architecture:

ESS scoring generated by the ESS tool (provided by Enabel). This aggregated scoring indicator is based on sub-indicators related to the suitability of premises in terms of lighting, ventilation, accessibility, thermal comfort, crowdedness, obsolescence, etc.

Lot 5 - Awareness:

Level of awareness of building users on the issues of climate change, energy efficiency, resources consumption (e.g. water), pollution, solid waste and biodiversity, green skills and professions and green economy measured through a KAP (Knowledge, Attitude and Practices) survey and Key Informant Interviews.

5.3 Sites description and location

§44 The buildings to be assessed consist of vocational training centers in the West Bank.

A complete list of all buildings, with their characteristics, size, location and GPS coordinates is provided in Annex 1, in the price form. The information provided is meant

to help tenderers provide an accurate price for phase 3 (detailed assessment) for each site.

5.4 Technical requirements and applicable standards

Lot 1 – Energy audit

Macro analysis

§45 The macro-analysis refers to the study of energy consumption using global information at the source, such as energy bills, meters, inverters, delivery notes, etc. independently from its use by different kinds of appliances.

§46 The consultant should conduct a detailed macro-analysis of the yearly energy consumption (and if applicable, production) of each building, including:

An analysis of the energy consumption (the type and quantity of energy effectively used as shown on meters and bills), using energy bills from at least January 2019 until present (covering all electricity meters and other potential sources of energy such as fuel, gas, coal, wood-burning, etc.).

If applicable, existing renewable electricity production through PV systems, production of electricity through generators or other means.

§47 The energy consumption and production shall cover all types of uses for all buildings, all equipment and the site, and all types of energy. If there are building annexes with a separate electricity meter or gas stove on the same site, these are included as well, or decentralized forms of production/consumption such as solar-powered streetlighting.

§48 The data related to other sources of energy than electricity shall be using their primary billing unit (e.g. litres for fuel, m³ for gas, gallons, cord (for wood)) but also converted in kWh using their energetic potential.

§49 The macro-analysis shall lead to an average yearly consumption of energy for the requested period, separated per type of energy source and per building (if relevant). It will serve as a quick preliminary result and reference to check the validity of the micro-analysis (see below).

§50 If the information is available through the bills, the analysis will highlight any seasonal trends, such as an increase in the consumption in the winter months, or a reduction during potential summer breaks.

§51 The analysis shall take into consideration exceptional events, such as closures related to the Covid-19 pandemic, and their potential impact on the normal pattern of consumption, and exclude these periods from the calculations using interpolation of values if necessary.

§52 The macro-analysis also includes the calculation of the following indicators:

The calculation of the exact number of **square meters** of floor area (gross, net, heated/unheated, usable) of all buildings.

The calculation of the number of **users** (students, teachers, administrative and other staff).

The statistical calculation of the number of **hours** the buildings are in use per year.

§53 This data shall lead to a general calculation of the energy consumption and efficiency in kWh/m²/year, kWh/person/year, etc.

Micro analysis

- §54 The micro-analysis refers to the detailed analysis of actual energy consumption through the different appliances and the heat losses and solar gains through the building envelope.
- §55 The analysis will include a **statistic study of the consumption of all appliances**, utilities and equipment (including their average instant consumption and frequency and duration of use), and their summary per category of appliance and type of use (lighting, heating, cooling, IT, etc.). The measurement of the consumption shall be done not by reading the nominal rating of appliances but by using appropriate tools such as socket-based Watt-meters, clamp multimeters, etc to measure their actual consumption.
- §56 The gathered data from the macro-analysis and micro-analysis will be compiled into an **overall energy audit assessment** ensuring the coherence of the two and showing how the total consumed energy is being used per category of use, identifying the main sources of consumption.
- §57 The analysis will also study the energy efficiency performance of the **building envelope**, including heat losses and gains through walls, windows, roofs, using theoretical modelling (calculation of K and U values, using wall layers composition and nominal resistivity and air permeability of different materials) and actual measurements through thermal cameras, blow door tests and other equipment.
- §58 Based on the analysis of the building envelope, its systems and appliances, the consultants shall calculate the **Net Total Primary Energy Needs** of the buildings and the Net Primary Needs for heating and cooling of the buildings (each of which is expressed in kWh/m²/yr) and a score on a “E-level” (among A to G categories) following the harmonized approach of the “Energy Performance of Buildings Directive” 2002/91/EC (EPBD) of the European Union. This information will be presented as the unofficial simulation of a European “**Energy performance certificate**” (EPC).
- §59 The audit shall also include an assessment of the real operating conditions of equipment and the building, and lead to the understanding of the building behaviour and of the interactions with weather, occupancy and operating schedules.

Energy efficiency proposals

- §60 The energy audit will also contain a section listing the opportunities to improve the energy efficiency of the buildings.
- §61 This section will take inspiration from the latest European models¹² of Energy Performance Certificates to present a menu of potential Energy Efficiency improvements, such as adding thermal insulation, sun protections, upgrading equipment such as lighting, heating and HVAC systems and teaching equipment, adding monitoring and sensors. Each of the proposed options and scenarios will have to show an estimated **cost** (in ILS and EUR), potential **savings** on running costs, potential **payback period** and **impact** on key environmental indicators.

Renewable energy proposals

- §62 The energy audit will also entail a study for the potential of renewable energy production on site. This will cover at least and mainly all options for producing solar energy with roof-top PV systems. Where applicable, other sites for installing PV systems, such as canopies over parking space, as well as other potential production modes of renewable energy, such as small scale wind turbines, will be proposed as well.

¹² See for example the new model applicable in Brussels since 1 March 2023:
https://document.environnement.brussels/opac_css/elecfile/Modifications_certificat_PEB_2.1
Tender Specifications PSE22003-10054

§63 The RE proposals shall include at least:

A review of potential existing RE systems, with their capacity (in kW), current actual production (in kWh/y), age and estimated lifespan and assessment of maintenance (how often they are currently cleaned by management).

An analysis of how much energy production would be needed to cover the future needs of the building, using several scenarios (current consumption before EE improvements, future consumption after EE improvements, future consumption after potential expansion projects, projected increase of number of users), with estimated roof space needed and cost.

An analysis of the available roof space (and, if applicable, other locations/canopies) for RE production, with estimated potential production (kWh/yr), taking into account local irradiation data and potential shading from neighbouring buildings and trees (shadow analysis).

A cost/benefit analysis showing estimated cost of proposed systems, estimated savings and potential revenue (using applicable on-grid schemes such as net metering and feed-in tariffs and costs, potential storage in batteries and cost of maintenance), a calculation of payback period and impact on GHG emissions reductions.

Lot 2 – Water cycle audit

§64 This lot covers a comprehensive water cycle audit, including the freshwater consumption, pre-treatment, storage, grey and black waters post-treatment, measurement of degree of pollution at exit, potential current reuse and recycling, as well as the rainwater drainage and potential existing harvesting measures, and formulating proposals of improvement.

Water consumption

§65 The water consumption audit will follow a similar methodology as the energy audit, using a macro-analysis and statistical micro-analysis of consumption to ensure a fair representation of the level of water consumption, the different categories of usage and sources of inefficiency.

§66 The macro-analysis of water consumption will use global information at the source, such as water bills and meters, trucks delivery notes, etc. independently from its use by different kinds of appliances.

§67 The consultant should conduct a detailed macro-analysis of the yearly water consumption (and if applicable, local harvesting or current recycling) of each building, including an analysis of the water consumption as shown on meters and bills, using water bills from at least January 2019 until present (covering all water meters present).

§68 The water consumption shall cover all types of uses for all buildings, all equipment and the site. If there are building annexes with a separate sources of water on the same site, these are included as well.

§69 The macro-analysis shall lead to an average yearly consumption of water for the past three years. It will serve as a quick preliminary result and reference to check the validity of the micro-analysis (see below).

§70 If the information is available through the bills, the analysis will highlight any seasonal trends, such as an increase in the consumption in the summer months, or a reduction during potential summer breaks.

§71 The analysis shall take into consideration exceptional events, such as closures and reduced use of amenities related to the Covid-19 pandemic, and their potential impact on the normal pattern of consumption, and exclude these periods from the calculations using previous year data and interpolation of values if necessary.

- §72 Using the data from the water audit related to the number of users, square meters and hours of use, the analysis shall lead to a general calculation of the **overall water consumption and efficiency** in m³/person/year, m³/m²/year, etc.
- §73 The study will also include a micro-analysis, i.e. the detailed analysis of actual water consumption through the different uses, appliances and potential leakages.
- §74 The analysis will include a **statistic study of the consumption of all appliances**, utilities and equipment (including their average water consumption and frequency and duration of use), and their summary per category of appliance and type of use (drinking, handwashing, toilet flushing, cleaning, cooking, etc.).
- §75 Potential leakages will be investigated and lead to an estimate of wasted water consumption.
- §76 The gathered data from the macro-analysis and micro-analysis will be compiled into an **overall water audit assessment** ensuring the coherence of the two and showing how the total consumed water is being used per category of use, identifying the main sources of consumption and inefficiencies.
- §77 The water audit will also contain a section listing the **opportunities** to reduce water consumption and improve the water efficiency of the premises. This section will present a menu of potential water efficiency improvements, such as repairs of for example leaky faucets or pipes, adding flow reducers, changing appliances, upgrading equipment, adding monitoring and automatic sensors, and also study the potential of re-cycling in closed circle (e.g. for toilets flushes) or re-using water for secondary uses such as floor cleaning or irrigation. Each of the proposed options and scenarios will have to show an estimated **cost** (in ILS and EUR), potential **savings** on running costs, potential **payback period** and **impact** on water consumption and associated GHG emissions reductions.

Water treatment and recycling

- §78 The water cycle audit will also analyze how the water is treated at the different stages of its use. In particular, at least the following elements will be investigated and studied:
- Any potential existing pre-treatment of water, such as water softeners, filters, UV treatment, chlorination systems, etc.
 - Current storage facilities of piped water and potential existing rainwater harvesting systems.
 - Type and performance of existing wastewater treatment systems for grey and black waters (e.g. septic tanks, grease traps, aerobic treatment systems, etc.) and rainwater drainage (and if applicable harvesting).
 - The assessment of the degree of pollution of wastewater at exit, be it sewerred or non-sewerred/off grid. The assessment will analyse the following types of pollution:
 - Suspended solids (turbidity), such as dirt, organic matter, and microorganisms. This will be measured using total suspended solids (TSS) and volatile suspended solids (VSS) indicators (in mg/L).
 - Nutrients which can cause eutrophication in water bodies, such as nitrogen and phosphorus. This will be measured as total nitrogen (TN), total phosphorus (TP), biological oxygen demand (BOD) and chemical oxygen demand (COD), each expressed in mg/L.
 - Pathogens, including bacteria, viruses, and parasites, such as the presence of faecal coliforms, E. coli, and enterococci, to be measured in colony-forming units (CFUs) per 100 mL of wastewater.

Chemicals, heavy metals (such as such as lead, mercury, and cadmium, in mg/L) and potential organic compounds (such as pesticides, herbicides), to be measured using total organic carbon (TOC) and/or COD indicators (in mg/L).

§79 The water audit will also contain a section listing the **opportunities** to improve the treatment of wastewater, for the reduction of pollution and potential reuse or cycling of water. This section will present a menu of potential improvements for pre- and post-treatment of water, such as aerobic treatment systems, filters, recycling systems for certain uses such as toilet flushes, floor cleaning or irrigation (see section on water consumption). Each of the proposed options and scenarios will have to show an estimated initial investment **cost** (in ILS and EUR), potential (positive or negative) impact on **running costs**, potential **payback period** and measured **impact** on indicators of water pollution, water consumption and associated GHG emissions reductions.

Surface water drainage audit

§80 This study is aimed at assessing the current state of each sites's surface water management and identify opportunities for improvements in sustainability, efficiency, and resilience.

§81 The site shall be defined as the area contained by the plot outer limits, most of which are delimited by a perimeter wall.

§82 The audit includes:

The identification of all areas that contribute to surface water runoff, such as building roofs, paved and unpaved courtyards, playgrounds, roads, parking lots, gardens, canopies, and other impervious surfaces.

The identification of all existing drainage infrastructure, such as stormwater drains, ditches, and culverts.

Data collection on the site's hydrological characteristics, such as the location and size of potential natural waterways, soil types, and topography. This information will be obtained from maps, aerial photographs, and site visits.

Measuring the surface area of each contributing surface using site plans and potential complementary surveys, to estimate the volume of runoff generated during rain events.

Determining the extent of surface water infiltration and permeation into the ground in unpaved areas (potentially using tracer studies or dye tests).

Estimating the amount of surface water being harvested by any existing rainwater harvesting systems on the site.

Analysing the data collected to determine the percentage of surface water that is being harvested, infiltrating, canalized, and running off from the site.

§83 The water audit will also contain a section listing the **opportunities to improve** the drainage of surface water in a sustainable manner. This section will present a menu of potential improvements for reducing runoff water and or improving the permeability of surfaces. Each of the proposed options and scenarios will have to show an estimated initial investment **cost** (in ILS and EUR), and measured **impact** on indicators of permeability of soils and quantity of runoff water.

Lot 3 – Solid waste audit

§84 The objective of this audit is to analyze the quantity and quality of solid waste generated by the users of the premises of each lot, their environmental impact, the current practices of waste management and propose solutions to mitigate this impact and increase sustainability, by reducing, reusing or recycling this waste.

§85 The audit will include at least the following:

A preliminary survey to identify the areas and VTC training professions where solid waste is generated and the types of waste that are produced.

The identification of the different waste streams that are generated, including recyclables, organics, and non-recyclable waste, if necessary, by sorting and weighing waste samples.

An assessment of current waste management practices, including collection, storage, transportation, and disposal. This can be done through interviews with staff and observation of waste handling procedures.

The analysis of the data collected during the site visit and waste audits to determine the quantity and composition of waste generated, the effectiveness of the current waste management practices, the waste generation rate and current recycling rate, their environmental impact, and areas for improvement.

§86 The solid waste audit will also contain a section listing the opportunities and recommendations for improving the solid waste management practices. This may include implementing a waste reduction program, improving waste segregation and collection, establishing a composting program, or improving recycling efforts. Each of the proposed options and scenarios will have to show an estimated initial investment cost and running **costs** (in ILS and EUR), and expected **impact** on indicators related to solid waste, such as the waste generation rate and recycling rate.

Item 4 – Upgrading of infrastructure assessment

§87 The objective of this assessment is to **collect data** on the state and needs of the training infrastructure in VTCs. The data will help the MoL in the management of the VTCs it supervises.

§88 This phase includes meeting with the VTC management to discuss and gather their needs and proposals for improvement.

§89 In a first stage, a survey will be carried out, using a tool provided by Enabel, called **ESS**. The first part of the ESS excel sheet needs to be completed for that purpose for all VTCs. The first part gives an indication of the quality of the training premises, following several quality criteria (lighting, ventilation, accessibility, crowdedness, etc.). For VTCs with more than one building the survey form will be completed for each of the buildings.

§90 The consultant is directly responsible for the information contained in the ESS template. That means that he and his team should collect and analyse the data according to an engineering and training perspective and not according to what the administration wants.

§91 The results will be used to sort the VTCs according to the ones most in need in an objective manner, thanks to a scoring integrating the different quality criteria. After selection and prioritization, these VTCs will get a more technical survey to define in detail the technical needs, improvements, rehabilitations and, where justified, extension works that may be needed, as well as the upgrading of teaching equipment.

§92 The analysis also should indicate the expected changes in ESS score after eventual rehabilitation.

§93 After the completion of the ESS and based on its results, a **list of proposed intervention**, each with a cost estimate, needs to be prepared for each VTC.

Lot 5 – Climate change and environmental awareness assessment

§94 The objective of this assessment is to understand, monitor and positively influence the knowledge, attitude and practices related to climate change and the environment of the users of the selected buildings in the different lots.

§95 The climate change and environmental awareness assessment will include at least the following:

The development of a Knowledge, Attitude and Practices (KAP) **survey**, to assess the level of knowledge and awareness of climate change and environmental issues among the users of the buildings. The survey should include questions related to attitudes towards climate change, energy consumption, transportation, water consumption, waste management, biodiversity, and sustainable practices.

The selection of a **representative sample** of the users of the selected VTCs to participate in the survey. The sample should include a diverse range of users, such as students, trainers, and MOL staff. The sampling methodology shall also define other appropriate statistical data, such as the margin of error, etc.

The **administration** of the survey to the selected sample of users. This will be done electronically, online or in-person.

The **analysis of the data** collected from the survey to determine the level of climate change and environmental awareness among the users of the selected buildings. This can include descriptive statistics, such as mean and standard deviation, to summarize the results.

Identify Knowledge Gaps: Identify the areas where the users of the building lack knowledge or awareness of climate change and environmental issues. This can be done by analysing the responses to specific questions related to these topics.

Key Informant Interviews with trainers and VTC administration to assess knowledge and integration of green skills in the current curricula. These should also assess whether the future development plans of the VTCs include any plans to expand the courses offered with courses on green skills.

§96 The climate change and environmental awareness assessment will also contain a section listing the recommendations to improve the level of climate change and environmental awareness among the users, based on the findings of the survey. This may include developing educational programs, organizing awareness campaigns, greening the curriculum or implementing sustainable practices. Each of the proposed options will have to show an estimated cost (in ILS and EUR), and expected **impact** on awareness and attitude and practices and subsequent indicators related to energy and water consumption and solid waste production.

5.5 Performance modalities and deliverables

§97 The different types of assessment (the different items of the consultancy) need to be carried out in parallel to each other. Therefore, the implementation modalities follow different phases, each of which will combine one part or step of the different items form the assignment.

A – Inception Phase

Scope

§98 The performance of the contract will start with an inception phase, which will entail the gathering of information about the different buildings, their users, the available documentation such as as-built plans and bills of quantities, maps, making ground-level pictures and gathering existing aerial pictures, and reviewing the proposed project scope, objectives, methodology and schedule.

§99 The different findings from this phase will be gathered into an inception report, which will be the first deliverable of the consultancy.

Duration

§100 This phase will begin with the first commencement order, which will be contained in the awarding letter and will be set to 7 calendar days after the date of awarding.

§101 This phase will have a maximum duration of 7 calendar days, by which moment the below deliverable and annexes must have been submitted to the contracting authority.

Deliverables

Deliverable A1: inception report (for lots 1 to 4)

This report will be drafted in English, and sent electronically as an editable document file (e.g. .docx, .rtf or .odt file) and a single portable document file (.pdf). The report will have the following sections:

- Review of the project's scope and objectives
- Updated and further detailed methodology (including a list of equipment that will be used and different tests that will be done) and detailed time schedule per each site
- List of available documentation and potential missing documents
- A critical review of ESS infrastructure assessment tool provided by Enabel, with proposed changes to the tool before using it as part of the consultancy and an aggregated scoring methodology.

Deliverable A2: questions & sampling (for lot5):

- Draft of KAP survey and sampling and KII questionnaire. This draft of survey and questionnaire will list the different questions to be asked in the survey to cover the different topics mentioned in Lot 5 and answers to the closed questions. The deliverable will be submitted as an annex to the inception report as one editable text document (format .docx, .rtf or .odt) in English and Arabic (to facilitate comments and feedback), and a demonstration of how it will be effectively administered (e.g. online form, to be administered to the Contracting Authority. It will also list the persons part of the representative sample to be surveyed, with key characteristics used for ensuring the representativity.

Deliverable B – Preliminary assessment

Scope

§102 The preliminary assessment phase consists in the initiation of each lot, a preliminary database and the production of a preliminary assessment report showing initial findings for each of them:

For Lot 1 – Energy Audit: it corresponds the macro-analysis phase.

For Lot 2 – Water cycle audit: the water consumption macro-analysis

For Lot 3 – Solid Waste audit: results from the preliminary assessment

For Lot 4 – Upgrading of infrastructure: results from the ESS and the preliminary assessment

For Lot 5 – Awareness assessment report (only phase)

Duration

§103 This phase will have a maximum duration of 22 calendar days, by which moment all below deliverables and annexes must have been submitted to the contracting authority.

Deliverables

Deliverable B1: preliminary assessment database (for lots 1-4)

This database will be drafted in English, and sent electronically as an editable spreadsheet table file (e.g. .xlsx, .csv or .ods file) and a single portable document file (.pdf) version.

The table will be composed of one sheet per lot, listing all amenities to be audited (one row per site), with a reference number and their data (as columns) on:

- surface area (gross, net, etc),
- number of buildings,
- number of users (per sub-category and total)
- total number of opening hours when the buildings are operating

For lot 1 (energy):

- total energy consumption (as on bills), from different sources of energy, for the entire requested period,
- average annual energy consumption (including potential additional previous years or reliable interpolations to compensate for exceptional events such as covid-19 or strikes closures) in kWh and associated cost (in ILS and EUR)
- average annual energy efficiency in kWh/m², kWh/person and kWh/opening hour
- a ranking of all institutions per degree of energy efficiency

For lot 2 (water):

- total water consumption (as on bills) over the requested period,
- average annual water consumption (including potential additional previous years or reliable interpolations to compensate for exceptional events such as covid-19 or strikes closures) in m³ and associated cost (in ILS and EUR)
- average annual water efficiency in m³/m², m³/person and m³/opening hour
- a ranking of all institutions per degree of water efficiency

For lot 3 (solid waste):

- The data from the preliminary assessment, showing the types of waste produced per each site with a rough preliminary estimate of quantities.

For lot 4 (VTC upgrading):

- The filled out ESS database, showing the current status of premises (accessibility, lighting, ventilation, plumbing, electricity...).

Deliverable B2: preliminary assessment report (for lots 1-4)

This report will be drafted in English, and sent electronically as an editable document file (e.g. .docx, .rtf or .odt file) and a single portable document file (.pdf).

The report will analyze the data collected in deliverable B1, using appropriate graphs and diagrams and summarizing the preliminary findings for each lot and per building (VTC).

It will at least include the following:

- For all Lots: a suggested prioritisation of VTCs to be supported based on the first analysis. The prioritisation should rank the VTCs using a balance of those most in need of greening (or upgrading for Lot 4) and those where the biggest green impact could be achieved.
- For Lot 1: the different described in o Macro analysis and the comparison between the different VTCs of their global energy efficiency.
- For Lot 2: the water cycle macro-analysis, as described in o Water consumption, and comparing the overall water consumption and efficiency of the different VTCs.
- For Lot 3: an analysis of the collected data.

- For Lot 4: contains a summary of the main findings of the ESS for each VTC, supported by photographs and their ranking using the ESS scoring and aggregate scoring calculation for each VTC.

Deliverable B3: Awareness assessment report (for Lot 5)

This report will be drafted in English, and sent electronically as an editable document file (e.g. .docx, .rtf or .odt file) and a single portable document file (.pdf).

The report will have the following sections:

- Updated survey and KII questionnaire
- Methodology of sampling
- Analysis of the results
- Identified Knowledge Gaps
- Recommendations to improve the level of climate change and environmental awareness among the users, based on the findings of the survey, including an estimated cost (in ILS and EUR), and expected impact.
- Conclusions

In annex (not part of the same document), all answers from respondents shall be exported in a suitable compatible format readable with either MS. Office software (e.g. .xlsx or open-source or free software).

C – Detailed assessment phase “Conditional block”.

Scope

§104 The detailed assessment phase consists in the completion of each audit item with recommendations, cf.:

Lot 1 – Energy audit,

Lot 2 – Water cycle audit

Lot 3 – Solid waste audit

Lot 5 – Climate change and environmental awareness assessment

Duration

§105 This phase will begin with the second commencement order.

§106 This phase will have a duration of 6 calendar days per building, by which moment all below deliverables and annexes must have been submitted to the contracting authority.

Deliverables

Deliverable C1: updated assessment database

This database will be in English, and sent electronically as an editable spreadsheet table file (e.g. .xlsx, .csv or .ods file) and a single portable document file (.pdf) version.

The table will be expanding the preliminary assessment database, completing each lot’s data with further details.

For lot 1 – Energy audit

- Quantification of energy consumption by category of appliance and use.
- For each building, the total cost of a proposal of selection of improvements mentioned in the energy performance certificates. The total of all proposed improvements shall correspond to the budget available on each lot.
- Quantification of the Net Total Primary Energy Needs of each building and the Net Primary Needs for heating and cooling of the buildings

- Simulation of a European “Energy performance certificate” (EPC)
- Detailed proposal for the potential of renewable energy production on site, including a review of the different potential systems, the quantity of energy produced under different scenarios and a cost/benefit analysis
- For each building, the total value of potential impact of improvements on EE and RE indicators.

From lot 2 (water):

- Quantification of the water consumption by category of appliance and use and identification of the sources of inefficiency and wasted water.
- Overall water audit assessment compiling both the macro- and micro-water cycle audit
- Detailed overview of opportunities to reduce water consumption and improve the water efficiency of the premises, including estimated costs, potential savings and payback period as well as the impact on the water consumption and associated GHG emissions.
- Analysis of the current and potential water treatment, harvesting and recycling, including the assessment of the current pollution and the performance of the currently used treatment systems
- Listing of the opportunities to improve the treatment of waste water and the potential reuse or cycling of water, including a review of the different potential systems, the quantity of water saved under different scenarios and a cost/benefit analysis
- Analysis of the current state of the surface water management, including estimated runoff and infiltration, present drainage structures, quantity of water harvested
- For each building, the total value of potential impact of improvements on water cycle indicators.
- Listing of the opportunities to sustainably improve the drainage of the surface water, including a review of the different potential systems, the improved permeability under different scenarios and a cost/benefit analysis
- For each building, the total value of potential impact of improvements on water cycle indicators.

From lot 3 (solid waste):

- Detailed identification of the different generated waste streams (types and quantities)
- Assessment of the current waste management practices and waste handling procedures, including the effectiveness of the current methods as well as the environmental impact
- List of opportunities and recommendations to improve the solid waste management practices, including a review of the different potential scenarios, and a cost/benefit analysis
- For each building, the total value of potential impact of improvements on solid waste management indicators
- For each building, the total value of potential impact of improvements on solid waste management indicators

From lot 4 (VTC upgrading):

- Any update to the data in the ESS table, if applicable.

Deliverable C2: energy performance “certificates”

These (non-official) “certificates”, one for each audited building, will be drafted in English and Arabic, and sent electronically as a 2-page portable document file (.pdf).

Their content and layout will take inspiration from the latest European models of Energy Performance Certificates to present, on the first page, an energy efficiency rating of the building on a scale from A to E and, on the second page, a menu of potential Energy Efficiency

improvements, with an estimated cost (in ILS and EUR), potential savings on running costs, potential payback period and impact on energy efficiency and carbon footprint.

These documents will serve as an example of how such certificates could be established in Palestine and be used in the future for certification of buildings in the country (as part of another project being implemented by Enabel).

They do not need to be certified by a recognized authority or body.

Deliverable C3: detailed assessment report

This report will be drafted in English, and sent electronically as an editable document file (e.g. .docx, .rtf or .odt file) and a single portable document file (.pdf).

Further detailing and confirming the findings of deliverable B2 (preliminary assessment report), the detailed assessment report will analyze the data collected in deliverable C1, using appropriate graphs and diagrams and summarizing the final findings for each lot and per category of VTC. The detailed assessment report should include in the end a section of updated methodology, updated workplan, challenges and lessons learned, recommendation for future tasks.

It will at least include the following:

- For Lot 1: the different elements described in o Micro analysis, including a description of the sources of energy consumption in each VTC and their relative importance as a percentage through appropriate graphs, and a comparison between the different VTCs and a summary using the average data.
- For Lot 2: the water cycle micro-analysis, as described in o Water consumption and comparing the water consumption and efficiency of the different sources of consumption in the VTCs.
- For Lot 3: an analysis of the collected data with proposals of improvements.

Deliverable C4 (for Lot 4 – Upgrading): List of proposed interventions with cost estimate per VTC.

List of proposed interventions for upgrading the infrastructure, including proposals of retrofitting works, expansion works and upgrade of equipment, each with estimated cost (in ILS and EUR), as an editable spreadsheet table file (e.g. .xlsx, .csv or .ods file) and a single portable document file (.pdf) version. One sheet per VTC with a summary sheet for all VTCs

5.6 Personnel composition and equipment

Key experts

- §107 The following categories of personnel represent the different sets of functions representing the expertise required as a team to be assigned for the consultancy.
- §108 Each function may be occupied by several people, to ensure that the consultancy is completed within the specified duration (see **Error! Reference source not found. Error! Reference source not found.**) and to ensure access to the different locations of the West Bank.
- §109 To reduce costs, it is also possible to propose additional positions who will work as assistants to the key experts, for measurements, interviews, tests and data collection, under the technical guidance and supervision from the key expert.
- §110 Personnel required for the whole assignment:
- §111 **Team leader** (Representative of the Consultant): will be responsible for overseeing the consultation, managing the team, and ensuring that the project is delivered on time and within budget, and coordinating the communication with Enabel. The Team Leader's responsibilities start with signing the consulting services contract and continue up to issuing the final acceptance certificate. **S/he will also be** responsible for coordinating and leading the expertise in this comprehensive environmental assessment throughout the different aspects of the consultancy, including calculating the embedded GHG emissions from materials, etc. One of the key staff below shall be nominated as team leader (by selecting that position in the appropriate column in the forms –. Another person may also be proposed as additional position.
- §112 **Energy auditor:** A full-time professional energy auditor with more than seven (7) years post graduate experience in carrying energy audits in the region (not necessarily in Palestine). Will be the lead professional responsible for managing lot 1, carrying out the energy audit, conducting energy measurements, and analysing data. The energy auditor should have a deep understanding of energy efficiency principles and building systems, as well as thorough experience in conducting energy audits, including the use of specialized equipment such as thermal cameras, wattmeters and carrying out blow door tests.
- §113 **Civil engineer:** A full-time registered professional civil engineer with more than seven (7) years post-graduate experience in similar assignments. Specialized in infrastructure assessment, building materials, and sustainable construction practices, with the ability to evaluate the structural integrity, efficiency, and suitability of building systems and identify opportunities for improvement. The engineer should be capable of providing recommendations on:
- Building structure and material sustainability (e.g., energy efficiency, durability, and embodied carbon).
 - Water management systems (e.g., rainwater harvesting, drainage, water storage).
 - Infrastructure improvements for energy efficiency, including potential upgrades or retrofits.
 - Safety and regulatory compliance to meet local building codes and standards.
- §114 **TVET expert:** A full-time TVET professional with a minimum of five (7) years of experience in assessing and developing vocational training programs and facilities. Specialized in vocational education infrastructure, training equipment, and curriculum alignment to ensure effective skills training. The expert should be capable of:

Assessing the adequacy of training spaces for hands-on learning and recommending adjustments or expansions where needed.

Evaluating current equipment and recommending upgrades or replacements based on current industry standards.

Aligning infrastructure and equipment needs with the training curriculum to ensure that the facilities support practical skill development.

§115 Providing recommendations for facility upgrades that improve the training environment and support a range of vocational disciplines. **Electrical engineer:** A full-time registered professional electrical engineer with more than seven (7) years post graduate experience in similar assignments. Specialized in electrical systems and who can evaluate the efficiency and performance of the building's electrical systems and identify opportunities for improvements, and recommend upgrades or retrofits including on:

lighting systems

renewable energy production

building automation and controls

§116 **Solid waste Analyst:** A full-time solid waste management specialist with a minimum of five (5) years of experience in conducting solid waste audits, developing waste reduction strategies, and promoting sustainable disposal practices. Specialized in waste analysis, recycling, and compliance with environmental regulations, with the ability to assess current waste practices and provide practical recommendations for improvement. The expert should have demonstrated capability to:

Conduct waste characterization audits, analyzing quantities, types, and sources of waste.

Evaluate existing waste management practices, including waste segregation, recycling, and composting.

Recommend waste reduction and recycling initiatives to improve sustainability and reduce environmental impact.

Ensure compliance with environmental regulations related to waste handling and disposal practices.

§117 **Mechanical/plumbing engineer:** A full-time registered professional mechanical/HVAC/plumbing engineer with more than seven (7) years post graduate experience in similar assignments. Professional specialized in heating, ventilation, air conditioning (HVAC) systems and who can evaluate the efficiency and performance of the building's HVAC systems, water and sanitation, including water treatment and recycling systems, who can evaluate the efficiency and performance of the building's water adduction and drainage systems, identify opportunities for improvements, and recommend upgrades or retrofits, including water treatment and recycling. Identify opportunities for improvements and recommend upgrades or retrofits. This person will be leading the study of lot 3 (water cycle audit) and will be supporting the Energy auditor in assessing the efficiency of HVAC systems and making proposals to increase their efficiency.

§118 **KAP Survey expert:** A full-time registered professional expert with more than seven (7) years post graduate experience in conducting KAP surveys and key informant interviews. The KAP survey expert will be leading the implementation of lot 6 (KAP survey), assessing the current Knowledge, Attitudes and Practices regarding climate change and environmental awareness among the building end users (students, teachers/trainers and other staff) and some officials from the partner institutions (MoE and MoL), developing a representative sampling methodology, administering the survey, collecting the data and analysing it and making recommendations to improve the level of climate change and environmental awareness among the various stakeholders.

- §119 All categories of personnel should have access to all parts of the West Bank. It is possible to propose separate experts for each governorate or area, for some or all positions.
- §120 All the above listed full-time personnel shall be solely devoted for the project and the Contracting Authority can freely conduct inspection regarding their devotion.
- §121 During the implementation of the works, the site engineers have to be available on site full time during the working hours (from 8:00 am to 4:00 pm) per working days (from Saturday to Thursday). The Contracting Authority shall deduct an amount of 50 EURO for each non-justified absence day or part of a day from the payment due to service provider.

Equipment

Energy audits (Lot 1)

- §122 The tenderer shall possess a range of equipment to accurately assess the building's energy consumption and identify areas for improvement, such as:
- Energy meters, to measure energy consumption in different parts of the building, such as HVAC systems, lighting, and appliances.
 - Thermal imaging infrared cameras, to identify areas of heat loss through air leaks in the building envelope and thermal bridging and inadequate insulation.
 - Blower doors, to measure the airtightness of the building envelope and identify areas of air leakage.
 - HVAC testing equipment and tools, to measure airflow, temperature, and humidity levels in the building's heating, ventilation, and air conditioning systems.
 - Data loggers, to record and analyse energy consumption data over an extended period.
 - Light meters, to measure light levels in different parts of the building and assess the effectiveness of lighting systems.
 - Computer software and licenses, such as energy modelling software that can simulate different scenarios and identify the most cost-effective energy efficiency measures.

Water audit (Lot 2)

- §123 The tenderer shall possess a range of equipment to accurately assess the building's water consumption and identify areas for improvement, such as:
- Water meters, to measure the volume of water consumed in different parts of the building, including toilets, drinking fountains, kitchens, cleaning, HVAC systems, and other areas.
 - Flow measurement devices, to measure the flow rate of water in pipes and identify areas of high or low flow.
 - Pressure gauges, to measure the water pressure in pipes and identify areas of high or low pressure.
 - Data loggers, to record and analyse water consumption data over an extended period.
 - Leak detection equipment, such as moisture meters, ultrasonic leak detectors and acoustic listening devices, which can identify hidden leaks in pipes and fixtures.
 - Computer software and (professional) licenses: such as water modelling software that can simulate different scenarios and identify the most cost-effective water conservation measures.
- all tests (including sampling equipment, sampling material, as well as laboratory materials and costs etc) required to measure the following indicators: total suspended solids (TSS), volatile suspended solids (VSS) indicators, total nitrogen (TN), total phosphorus (TP), biological oxygen demand (BOD) and chemical oxygen demand (COD), Pathogens (including bacteria, viruses, and parasites), chemicals, heavy metals and organic compounds (see also o Water treatment and recycling)

Solid waste audit (Lot 3)

§124 The tenderer shall possess or have access to the most relevant equipment and necessary computer software and licenses needed to complete the solid waste audit.

6. Forms

Form 1 - Identification form

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

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

Form 2 - Integrity statement for the tenderers

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

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

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

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

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

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

Form 3 - 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, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

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

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

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

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

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

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

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

For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2

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

Attachment 1 - Power of attorney

§128 The tenderer shall include in his tender the **power of attorney empowering the person signing the tender** on behalf of the company, joint venture or consortium.

§129 In case of a **consortium** or a **temporary association**, the joint tender must specify the role of each member of the tendering party. A group leader must be designated and the power of attorney must be completed accordingly.

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

Attachment 2 - Incorporation certificate

§130 The tenderer shall include in his tender the **incorporation certificate**¹³ from the competent authority (for local tenderers: Israeli or Palestinian Registration Certificate).

§131

▶ Please insert after this page

¹³ In case of a consortium or a temporary association, the certificate must be submitted for all members of the tendering party.
Tender Specifications PSE22003-10054

Attachment 3 - Certification of clearance with regards to the payments of applicable taxes

§132 The tenderer must provide a **recent certification**¹³ (up to 1 year) from the competent authority stating that the tenderer is **in order with the payment of applicable taxes** that apply by law in the country of establishment. For firms registered in Israel or the Palestinian territory, a valid deduction at source certificate must be provided.

▶ Please insert after this page

Form 4 - List of the main similar services

- §1 Tenderers shall submit their experience using the Form 4 in Annex 1. The Excel file shall be filled and printed and signed and stamped, then inserted just after this page.
- §2 Reminder: tenderers may participate in one, several or all the lots. A tender for part of a lot is inadmissible. One form per each lot to which the tendere wants to participate shall be used, as provided in the Annex 1.
- §3 In order to be selected for this contract, the tenderer must have **at least two relevant contracts** for each lot (*each with a minimum value of 5,000 €*) **carried out in the past five years** to the highest standard and to the client's full satisfaction. *The number of references to be provided must not exceed 10. If more than 10 references are provided, only the first listed 10 will be considered.*

Form 5 - Financial offer

- §4 Tenderers shall submit their prices using the Form 5 in Annex 1. The Excel file shall be filled and printed and signed and stamped, then inserted just after this page.
- §5 Reminder: tenderers may participate in one, several or all the lots. A tender for part of a lot is inadmissible.

Attachment 5 - Methodology

- §6 The tenderers presents a methodology based on the Error! Reference source not found., specifying how they propose to reach the Objective of the consultancy, and produce the expected deliverables described in Performance modalities and deliverables within the timeframe set in Error! Reference source not found. and following the Technical requirements and applicable standards.
- §7 As part of the methodology, the tenderer will present:
- 1° A **work plan**, defining the timing of the different steps and phases set in Error! Reference source not found. Error! Reference source not found., and Performance modalities and deliverables.
 - 2° A description of how the **key personnel** will be involved in the consultancy, what will be each team member responsibility and how they will interact together. In case international staff is involved, an explanation if **missions** are planned or not and if yes, how many and at what stage they would take place.
 - 3° A description of which **equipment**, tools and tests will be carried out, if this equipment is in possession of the consultants or if it will be rented or leased, and who will be using it, how and for which purpose.
 - 4° **Lessons learned** in execution of similar services in buildings and how these would be considered in this assignment.

Please note that the methodology should not exceed 10 pages. Do not repeat/copy the ToRs.

- §8 For more information regarding the sub-criteria which will be used to evaluate the methodology, and how it will participate in the general evaluation of the tenders, see: o Award criterion 1- Technical Offer: 60 %.

► Please insert after this page

Attachment 6 - CVs of all mentioned personnel

Form 7 - Subcontractors

Name and legal form	Address / Registered office	Object

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria (see 3.5.3 Selection criteria), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

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

5.7 Form 8 - Checklist

§9 Please refer to **Error! Reference source not found.** for complete instructions on how to fill the forms of the present tender document. The following documents need to be provided as part of the tender:

#	Forms	Filled ?	Attachments	Joined ?
0	Form 1 - Identification form, (Annex 1)			
0	Form 2 - Integrity statement for the tenderers			
0	Form 3 - Declaration on honour -- exclusion criteria, p			
0			Attachment 1 - Power of attorney	
0			Attachment 2 - Incorporation certificate	
0			Attachment 3 - Certification of clearance with regards to the payments of applicable taxes	
0	Form 4 - List of the main similar services (Annex 1, one page per lot, to insert after.			
0	Form 5 - Financial offer, (Using annex 1).			
0			Attachment 5 - Methodology	
0			Attachment 6 - CVs of all mentioned personnel	
0	Form 7 - Subcontractors			
5.7	Form 8 - Checklist			