



Tender Specifications

Procurement contract for the supply of 'Furniture for
Enabel Gaza Strip office' PSE22005-10002

Direct Negotiated Procedure without Prior Publication

Navision code: PSE22005

Enabel in Palestine

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1 General remarks

1.1 Derogations from the General Implementing Rules

Section 4, 'Specific contractual and administrative conditions' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this procurement contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

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

1.2 Contracting authority

The contracting authority of this 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 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 Christelle Jocquet, Resident Representative of Enabel in Palestine.

1.3 Institutional framework 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 December 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 and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003³, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization⁴ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that

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

² Belgian Official Gazette of 1 July 1999.

³ Belgian Official Gazette of 18 November 2008.

⁴ <https://www.ilo.org/global/standards/lang--en/index.htm>

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.
- All Belgian regulations on public contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- 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.

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>.

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.

1.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

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

The tender: The 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 contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

Litigation: Court action;

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract;

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;

Processor (subcontractor) 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 Confidentiality

Processing of personal data

The contracting authority undertakes to process the personal data that are communicated to it under the framework of this procedure 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.

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 procurement 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. 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 contracts for Enabel.
2. For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organization (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.
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.
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.
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 appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
6. The public contractor commits to supply, upon the demand of the contracting authority, any

supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

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

1.8 Applicable law and competent courts

- The contract must be performed and interpreted according to Belgian law.
- The parties commit to sincerely perform their engagements to ensure the good performance of the 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 contract

This public contract is a supplies procurement contract.

2.2 Subject-matter of procurement

This public supplies contract consists in the supply of Furniture for Enabel office in Gaza Strip, in conformity with the conditions of these Tender Specifications.

2.3 Lots

The public contract has one lot. A tender for part of a lot is inadmissible.

2.4 Items

The contract consists of the items specified in Part 5 (5.3 technical specifications) of this tender document.

(See also Part 6)

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

2.5 Duration of the procurement contract⁹

The contract starts upon award notification and expires at the final acceptance.

2.6 Variants

Variants are not permitted.

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

2.7 Option

Options are not permitted.

2.8 Quantity

Quantities are described in the Terms of Reference. The real quantities will be determined in notification letter/purchase order forms. The presumed quantities specified under point 5 are given for information purposes only.

Quantities will be determined by means of letters of notification. The estimated quantities are rough estimates given only to enable the estimation of the expected service volume in awarding the contract. Therefore, the contracting authority does not commit in any way as to quantities that will be ordered under this procurement contract.

The unit prices remain unchanged, regardless of the quantities actually ordered.

The provider cannot use the fact that the minimum quantities were not attained as a ground for claiming compensation.

⁹ Please note: duration of the contract not to be confused with the period of performance.

3 Procedure

3.1 Award procedure

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

3.2 Publication

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

3.3 Information

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

Until 10 days before the deadline (5th of July 2022) inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to Ms Hanan Wahhab (hanan.wahhab@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 (10th of July 2022).

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/content/enabel-tenders>

The tenderer is to submit his tender after reading and taking into account any corrections made to the Tender Specifications that are published on the Enabel website or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

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 annex. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

The following information will be included in the tender:

The lump-sum unit price/the lump-sum unit prices in words and figures (excluding VAT);

The name of the person or persons, depending on the case, who has or have a mandate (power of attorney) for signing the tender.

The function of the person or persons, depending on the case, who signs/sign the tender.

The full registration number of the tenderer with the Enterprise Crossroads Bank (Banque-Carrefour des Entreprises) for Belgian tenderers or with an equivalent institution for foreign tenderers.

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 initial 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 remain bound by their tender for a period of 90 days from the tender reception deadline date.

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

3.4.3 Determination of prices

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

This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are 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.

3.4.4 Elements included in the price

The tenderer is to include in his unit and global prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax.

The following are in particular included in the prices:

1. packaging (except if these remain the property of the tenderer), loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance;
2. unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access;
3. documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;
4. assembly and taking into operation;
5. training required for operation
6. Where applicable, the measures imposed by occupational safety and worker health legislation;
7. customs and excise duties;

3.4.5 How to submit tenders?

The tenderer may only submit one tender only.

The tenderer submits his tender as follows:

- The completed tender will be submitted. Moreover, the tenderer will attach the copies requested by the tender guidelines to the tender (see Part 3). These copies may be submitted in one or more PDF files.

The tender and all accompanying documents have to be numbered and signed (original handwritten signature) by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document. This also applies to erasures and alterations, additions or changes made by means of a correction ribbon or correcting fluid.

The representative must clearly state that (s)he is authorized to commit the tenderer.

If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

The tender must be received before **the 14th of July 2022 at 1:00 PM** at the following addresses:

Vector Hugo street, Al Rayes Plaza Building, 4th floor

Gaza City

It may be submitted either:

- By mail (standard mail or registered mail). In this case, the sealed envelope is put in a second closed envelope addressed to: Enabel, Belgian Development Agency, (address). The delivery record makes proof of compliance with the time-limit for receipt.
- Delivered by hand directly to the Contracting Authority against a signed and dated receipt. In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

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

Any tender must arrive before the final submission date and time. Tenders that arrive late will not be accepted.

3.4.6 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.

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

The withdrawal must be pure and simple.

3.4.7 Opening of Tenders

The tenders must be in the possession of the contracting authority before the deadline 14th of July 2022 at 1:00 PM. The tenders will be opened behind closed doors.

3.5 Selection of tenderers

3.5.1 Exclusion grounds

The obligatory and facultative grounds for exclusion 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 accuracy 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.

3.5.2 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.

The selection will be done on a fail/pass basis using the following criteria:

Technical offer:

- Selection Criterion 1: technical specifications
- Selection Criterion 2: similar supply deliveries

3.5.3 Overview of the procedure

In a first phase, the tenders submitted by the selected tenderers will be evaluated as to regularity.

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

In a second phase, the 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 criterion stated in the procurement documents. This evaluation will be conducted on the basis of the award criterion 'price/cost' given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. Maximum Three tenderers may be included in the shortlist.

Then, the negotiation phase follows. With a 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 are closed, the BAFO will be compared with the exclusion, selection and 'price/cost' award criteria. The tenderer whose regular BAFO is the best value for money will be appointed the contractor for this contract.

The BAFOs of the tenderers with whom negotiations have been conducted will be evaluated as to their regularity. Irregular BAFOs will be excluded.

Only the regular BAFOs will be considered and assessed against the award criteria.

The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

3.5.4 Award criteria ♦

The contracting authority will choose the regular tender that it finds to be most advantageous, taking account of the following criteria: award on the basis of the **price**.

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 100$$

3.5.4.1 Final score

The scores for the award criteria will be added up. The contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the check shows that the Declaration on honour corresponds with reality.

3.4.5.2 Awarding the procurement contract

The 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.

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

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this procurement contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

These Tender Specifications derogate from Article(s) 26 of the General Implementing Rules – GIR.

4.1 Managing official (Art. 11)

The managing official is Ms Haneen Abu Nahla, e-mail: Haneen.abunahla@enabel.be.

Once the procurement contract is concluded the managing official is the main contact point for the supplier. Any correspondence or any questions with regards to the performance of the contract will be addressed to him or 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 contract, including issuing service orders, drawing up reports and states of affairs, approving the supplies, progress reports and reviews. He or she may order any modifications to the 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 contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under the point Contracting authority.

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.

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)

Knowledge and information obtained by the contractor, including any persons responsible for the mission and any other person involved in this public contact, are strictly confidential.

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

All parties directly or indirectly involved are 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 or contractor 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 procurement 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, where applicable, to carry out this procurement contract (particularly regarding 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, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority. ‘

4.4 Personal data protection

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 the contractor

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 procurement 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 procurement contract.

For the performance of the procurement 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 [6.2.2]. Filling out and signing this annex is therefore a condition of regularity of the tender.

4.5 Intellectual property (Art. 19 to 23)

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

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

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

Where the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

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

4.6 Performance bond (Art. 25 to 33)

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

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

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

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 reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender.

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

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

1. in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Fill out the following form as completely as possible: https://finances.belgium.be/sites/default/files/01_marche_public.pdf (PDF, 1.34 Mo), 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.

Proof is provided, as appropriate, by submission to the contracting authority of:

1. the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or
2. a debit notice issued by the credit institution or the insurance company; or
3. the deposit certificate issued by the State Cashier or public institution with an equivalent function; or
4. the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or
5. the original copy of the deed of undertaking issued by the credit institution or the insurance company granting a guaranty.

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

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

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

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

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

4.7 Conformity of performance (Art. 34)

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

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

4.8.2 Revision of prices (Art. 38/7)

For this 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 period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

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

4.8.4 Unforeseeable 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 public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary technical acceptance (Art. 42)

Products may not be used if they have not been technically accepted by the managing official or his or her representative.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance. Upon the request of the contractor, the contracting authority in accordance with the procurement documents verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract. If certain products are destroyed during verification, the contractor replaces these at its own expense. The procurement documents specify the quantity of products to be destroyed.

Where the contracting authority declares that the product presented is not in the required condition for examination, the acceptance request by the building contractor will be considered not having been made. A new request is made when the product is fit for acceptance.

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The supplies must be delivered within **one month** as from the day following the date on which the supplier received the contract conclusion notification letter. The closure of the supplier's business for annual holidays is not included in this calculation.

Place where the supplies must be delivered and formalities (Art. 149)

The supplies will be delivered at the following address:

Enabel Gaza office

Vector Hugo street, Al Rayes Plaza Building, 4th floor

Gaza City

4.10.2 Inspection of the supplies delivered (Art. 150)

The supplier delivers only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

Acceptance (provisional acceptance) only takes place after the complete inspection by the contracting authority of the conformity of the goods and services delivered. The contracting authority disposes of a period for verification of thirty days starting on the date of delivery. This period will begin on the day after arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice.

The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the goods, does consequently only count as evidence of taking possession and does not concern the acceptance of the goods.

Acceptance on the premises of the contracting authority counts as complete provisional acceptance.

Acceptance implies the transfer of ownership and of risks of damage and loss.

In case of full or partial refusal of a delivery, the supplier is bound to take back, at his own costs and risks, the products refused. The contracting authority may ask the supplier to deliver goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

4.10.3 Liability of the supplier (Art. 153-152)

The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to under Art. 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

Moreover, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract or due to failure of the supplier.

4.11 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.

4.12 Means of action of the contracting authority (Art. 44–51 and 123–126)

The contractor's default is not solely related to the supplies as such but also to the whole of the contractor'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 public contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-

up and/or control of the performance of the contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the contractor 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 appointee and of the advantage that the contractor hoped to obtain by offering the advantage to the appointee. 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 contract and/or the exclusion from procurement by the contracting authority for a determined duration.

4.12.1 Failure of performance (Art. 44)

§1. The contractor is considered to be in failure of performance under the public contract:

1° when performance is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when performance has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which have been given in due form by the contracting authority.

§2. Any failure to comply with the provisions of the public 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 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.

4.12.2 Fines for delay (Art. 46 and 123)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.

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

4.12.3 Measures as of right (Art. 47 and 124)

§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 detected.

§2. The measures as of right are:

1° Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2° Performance under regie of all or part of the non-performed contract;

3° Conclusion of one or more replacement contracts with one or more third parties for all or part

of the contract remaining to be performed.

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

4.13 End of the procurement contract

4.13.1 Acceptance of the products delivered (Art. 64-65 and 128)

The contracting authority disposes of a period for verification of thirty days starting on the end date of the delivery, 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 supplier.

When the supplies will be delivered before or after this date, it is the responsibility of the supplier to inform them by registered mail or electronic mail, ensuring in an equivalent manner the date of dispatch to the managing official and to ask, at the same time, to proceed to reception. Within thirty days of the date of receipt of the suppliers request, a report of receipt or refusal of receipt is drawn up, as the case may be.

The products are stored for delivery in the supplier's warehouses. Delivery cannot occur prior to the contracting authority's accepting the goods stored for delivery. The managing official who will carry out acceptance is named in the contract award notification if his/her name has not yet been mentioned in the procurement documents.

4.13.2 Provisional acceptance

Provisional acceptance is carried out in full at the place of delivery. To investigate and test the supplies as well as to notify its decision to accept or reject the delivery, the contracting authority disposes of a period of thirty days

This period will begin on the day after the date of arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice. It comprises the 30-day period stipulated in Article 120.

4.13.3 Guarantee period (Art. 134) and final acceptance (Art. 135)

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

4.13.4 Final acceptance (Art. 135)

Final acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.

If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

4.13.5 Invoicing and payment of supplies (Art. 66 to 72 – 127)

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

Vector Hugo street, Al Rayes Plaza Building, 4th floor

Gaza City

Only delivery that has been performed correctly may be invoiced.

The contracting authority disposes of a period for verification of thirty days starting on the end date of the delivery, 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 supplier.

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

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

The invoice must be in EUROS.

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

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

Payment will be by bank transfer only.

Payments will be made exclusively on the bank account specified by the tenderer in Form1: Identification of the tenderer.

4.14 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 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:

Belgian development agency - Enabel

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium

5 Terms of reference

5.1 General conditions

The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning and they must comply with the "Technical forms".

The tenderer attaches the following to his tender:

- The duly completed technical forms of the supplies to be delivered.
- The certificates and attestations of origin of the supplies which must be delivered at the same time as the supplies.
- A working drawing or photographs of the supplies (brochure, technical documentation and so forth).

5.2 After-sales service

In his tender the tenderer will include a statement certifying that he undertakes to:

- Maintaining and repairing the supply during a 1-year period and through a separate contract, either by his own services or through subcontractors.

5.3 Technical specifications

No.	Item Description Detailed Specifications	Unit	Qty.
1. Custom-Made Desks			
1,1	Manufacture & Supply Custom- Made Employees Standard Desk with fixed Drawer Unit. Desk Size: L 165xW 65x H 78 cm. complete work according to Drawings, tender documents and engineer instructions.	No.	12
1,2	Manufacture & Supply Custom- Made Employee Narrow Desk Desk Size: L 100xW 60x H 78 cm. complete work according to Drawings, tender documents and engineer instructions.	No.	1
1,3	Manufacture & Supply Custom- Made Reception Counter with Fixed complementary cabinet. Counter Size: L 180xW 60x H 78- 100 complete work according to Drawings, tender documents and engineer instructions.	No.	1
1,4	Custom- Made Employees Quadruple Workstation with Mobile Drawers Unit. Workstation Size: L 240xW 240x H 76- 115 cm. complete work according to Drawings, tender documents and engineer instructions.	No.	2

2. Custom-Made Cabinets			
2,1	<p>Manufacture & Supply Custom- Made Employees Complementary Cabinet.</p> <p>Cabinet Size: L 126xW 40x H 61 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	8
2,2	<p>Manufacture & Supply Custom- Made Printing Unit Cabinet.</p> <p>Cabinet Size: L 160xW 40x H 80 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	1
2,3	<p>Manufacture & Supply Custom- Made Large Filing Cabinet.</p> <p>Cabinet Size: L 160xW 40x H 200 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	2
2,4	<p>Manufacture & Supply Custom- Made High Filing Cabinet.</p> <p>Cabinet Size: L 85xW 40x H 280 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	7
2,5	<p>Manufacture & Supply Custom- Made Corner Filing Cabinet.</p> <p>Cabinet Size: L (105+35) x W 40 x H 280 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	1
3. Custom-Made Tables			
3,1	<p>Manufacture & Supply Custom- Made Meeting Table.</p> <p>Table Size: L 600 x W 120 x H 77 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	1
3,2	<p>Manufacture & Supply Custom- Made Circular Table.</p> <p>Table Size: Dia. 90 x H 78 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	2
4. Wall Cladding			
4,1	<p>Manufacture & Supply Custom- Made Meeting Room Display Unit.</p> <p>Cladding Size: L 291 x H 280 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	1
4,2	<p>Manufacture & Supply Custom- Made Reception Area Cladding unit.</p> <p>Cladding Size: Part 1: L 40+20 x H 280 cm. Part 2: L 280+ 38+17 x 280 Part 3: L 187 x 280 cm Part 4: L 60+30 x 280 cm.</p>	No.	1

	Part 4 Shelves: L 85x 150 cm complete work according to Drawings, tender documents and engineer instructions.		
4,3	Manufacture & Supply Custom- Made Main Entrance & Printing Area Cladding unit. Cladding Size: L 271+35 x H 280 cm. (Excluding Door 146x228 cm) complete work according to Drawings, tender documents and engineer instructions.	No.	1
5. Chairs, Seats and Sofa			
5,1	Supply Ready- Made Desk Swivel Chair. Swivel chair with arm revolving with five wheels and high back size (W65-70xD50-55xH115-125 cm). complete work according to Drawings, tender documents and engineer instructions.	No.	21
5,2	Supply Ready- Made Meeting Swivel Chair. Swivel chair revolving with five wheels and low back size (W65-70xD50-55xH90-105 cm). complete work according to Drawings, tender documents and engineer instructions.	No.	21
5,3	Supply Ready- Made Waiting Chair with 4 legs (for Circular tables). Waiting four legs Chair with arms size (W 50-55xD 55-60, H with back 70-75cm). complete work according to Drawings, tender documents and engineer instructions.	No.	4
5,4	Supply Ready- Made Single Seat Sofa. single Lounge Seat Sofa. Size (W75-80xD80-85xH 95-100 cm). complete work according to Drawings, tender documents and engineer instructions.	No.	3
5,5	Supply Ready- Made Café Seat. Cafe Seat Size: (W40-50xD40-55xH 95-100 cm). complete work according to Drawings, tender documents and engineer instructions.	No.	6
6. Miscellaneous:			
6,1	Manufacture & Supply Custom- Made Wall Mounted Breakout Bar/ Table Bar Size: L 180xW 45x H 30+125 cm. complete work according to Drawings, tender documents and engineer instructions.	No.	1
6,2	Supply Ready- Made Circular Table Table Size: Dia. 90-100 x H 75-85 cm.	No.	1

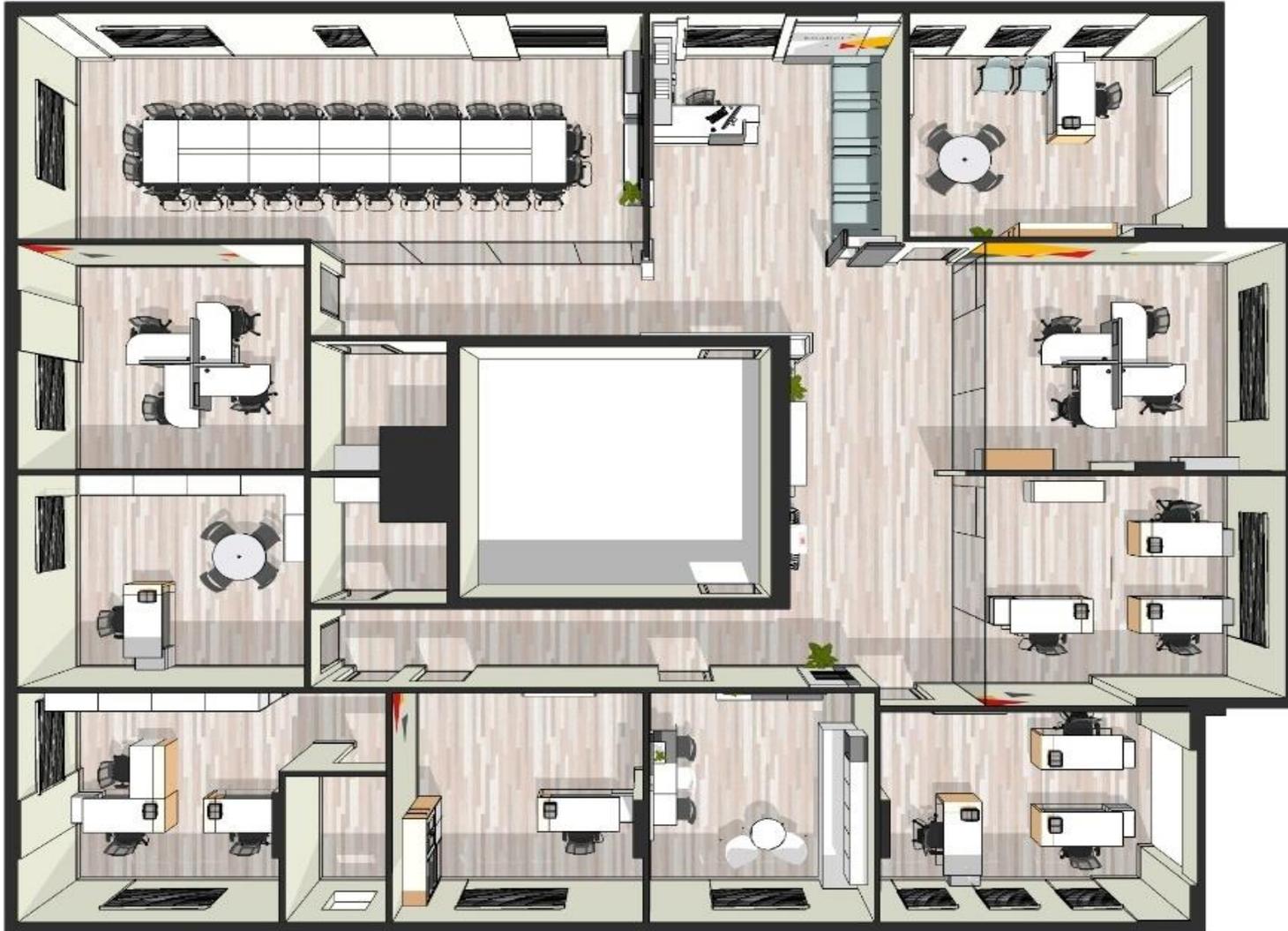
	complete work according to Drawings, tender documents and engineer instructions.		
6,3	<p>Manufacture & Supply Custom- Made Kitchen Wooden Counter Extension</p> <p>Counter Size: L 180xW 45x H 75-110-200 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	1
6,4	<p>Manufacture & Supply Custom- Made Kitchen wall mounted Cabinet</p> <p>Cabinet Size: L 270xW 60x H 80 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	1
6,5	<p>Manufacture & Supply Custom- Made Toilet Washbasin Cabinet</p> <p>Cabinet Size: L 108xW 50x H 60 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	2
6,6	<p>Manufacture & Supply Custom- Made Wooden Planter Box</p> <p>Planter Size: L 25- 35 x W25-35 x H40 cm.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	No.	2
6,7	<p>Supply and install Manual Roll up Sun Shade Roller Curtain for windows.</p> <p>Curtains with approved grade fabric and polyester strip and all necessary parts such as hanging plug roller, shutter system head, installation plug part, pulling beads, vertical rob ... etc. The curtain must be install above and blew window boundary level min. 10 cm or hanging from ceiling to complete work according to the tender documents and engineer instructions. Color determined by Beneficiary and client.</p> <p>complete work according to Drawings, tender documents and engineer instructions.</p>	M2	50

Furnishing General Specifications:

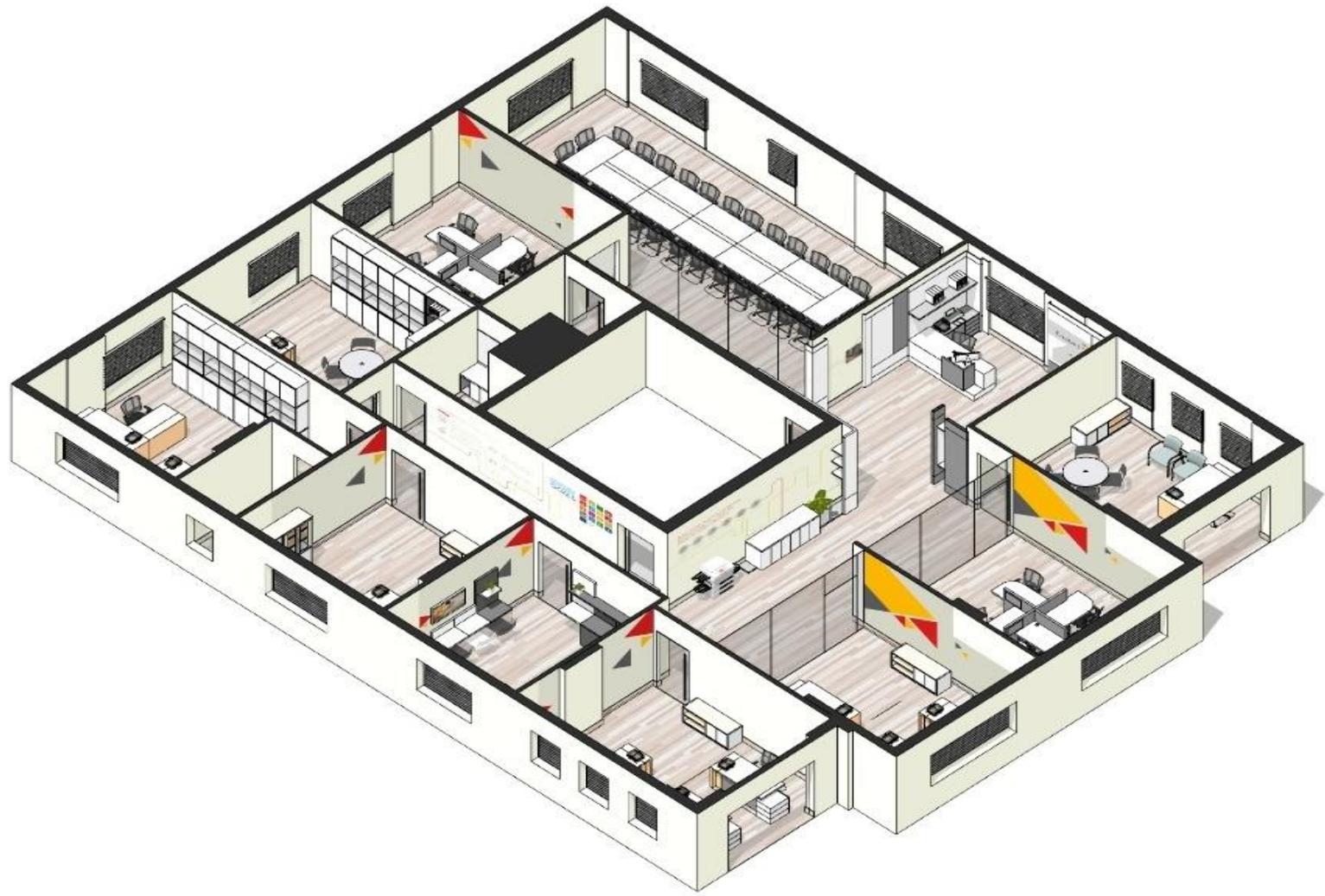
- All furniture items shall be completed according to drawings, specifications, conditions and as directed by the Engineer or his representative.
- The prices of furniture include: Supplies, Submitted Samples, Raw Materials, Accessories, Workmanship, transportation and distribution of furniture in the spaces.
- All supplied furniture shall be according to approved samples. The description of items in the BOQ are not able to be separated or decreased, but any enhancement or additions needed to complete works will be accepted without any additional costs.
- Contractor should submit technical offer with financial offer for ready-made furniture, and the offer should be included with photos and catalogues for the furniture will be submitted for approval.
- All Screws, bolts, nails, pins, parts and accessories should be stainless steel and unable to rust.
- Colors and shapes will be determined by donor, beneficiary and supervision engineers, all colors are required.
- All textile, fabric, and leathers shall be used in upholstering must be high quality, antibacterial, waterproof, washable and unable to scratches and corrosion. The contractor should submit samples for approval before manufacturing and assembling.
- Parts and accessories of ready-made swivel chair should be original, heavy duty and high quality. The contractor should take approval for parts, jacks, wheels, seat base and chair base.
- All metal furniture to be electrostatic powder painted with at least 0.8mm thickness or as specified.
- Delivered furniture should be submitted item by item, piece by piece to supervision and should be similar to approved sample or approved catalogue.
- Delivered furniture should be distributed according to furnishing plan with same quantity.
- The drawing of ready-made furnishing items is only for indication and illustration.
- The keys, spare parts and accessories should be submitted to the owner/beneficiary.
- All wooden parts to be HDF with the appropriate thicknesses, unless mentioned/noted in drawings or BOQ such as MDF or Sandwich or Ablcag or Neutral White or Sweden wood or beech wood.
- HDF with Acrylic layer wood should be approved quality, 16 mm thick for all side.
- Beech wood and beech veneer or other wood should be homogeneous tone, color and pattern in same piece of furniture.
- All wooden works Top/front surfaces edges should be 32 mm thick (16+16 mm double HDF Panel), unless mentioned/noted in drawings or BOQ.
- All wooden Furniture surface must be covered by Beech veneer, or Acrylic layer as noted in drawing and specifications and tender document, rare face of HDF with Acrylic layer shall be covered with melamine layer.
- All back faces of wooden furniture which not appeared or faced to walls should be melamine face of HDF with Acrylic layer or as mentioned in the drawing.
- Samples of all fittings and accessories should be submitted for approval before manufacturing.
- All Accessories should be made of stainless steel such as handles and switch locks.
- **All wooden furniture to be protected from bottom by using 1.2 cm thick Corian Cap and width equal to wood panel or furniture side thickness, or as mentioned in BOQ like pvc protection.**
- All wood panels joints should join with metal corner/bolt attract connection tying parts, and joints of the rails and back slats shall be securely screwed and glued.
- All corners and edges of all parts shall be carefully hand sanded and rounded to remove sharp corners and splinters, and shall be smooth to the touch edge banding and rubber moldings.
- All Drawers sliding rail should be multi wheel Bearing type, and hidden engraved handle, and top drawer shall be with lock.
- All Leaves should be trick- Track (Bush to open), and with lock.

- Samples of all needed accessories and parts needed for custom made furnishing works to be of submitted for approval before delivery such as locks, handles, plastic risers, hinges and etc.
- All glass or mirrors in furnishing works to be approved submitted sample, all glass or mirrors in furnishing works to be 6mm thick and All mirrors to be anti-humidity.
- All desks, cupboards, cabinets, counters and shelves offered have to be in the same color in same site. Similarly, all chairs have to be in the same color and paint saturation degree. All custom-made furniture works to be approved before painting.

Office Furnishing Distribution Layout:



Furnishing Layout Perspective:



1. Custom-Made Desks:

Item No. (1.1): Employees Standard Desk	
<p>Item Description: Manufacture & Supply Custom- Made Employees Standard Desk with fixed Drawer Unit.</p> <p>Desk Size: L 165xW 65x H 78 cm.</p> <p>Drawer Unit Size (Included in Desk size): L 40xW 50x H 60 cm.</p> <p>All made of 16 mm HDF wood with Acrylic Layer and HDF with Beech Veneer.</p> <p>The desk consists of 5 cm Box top counter, 5 cm desk front and sides.</p> <p>Three Similar Drawers Unit Consists of drawer with Multi wheels bearing sliding rails, Key Lock and made of same desk wood with hidden drawer handle engraving.</p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p> <p>Note: Left & Right Desk orientation (Drawer Unit Position) should be according to furnishing distribution Layout.</p>	<p>Item Drawings:</p>
<p>Item Quantity: 12 Desks</p>	

Item No. (1.2): Employee Narrow Desk

Item Description:

Manufacture & Supply Custom- Made Employee Narrow Desk

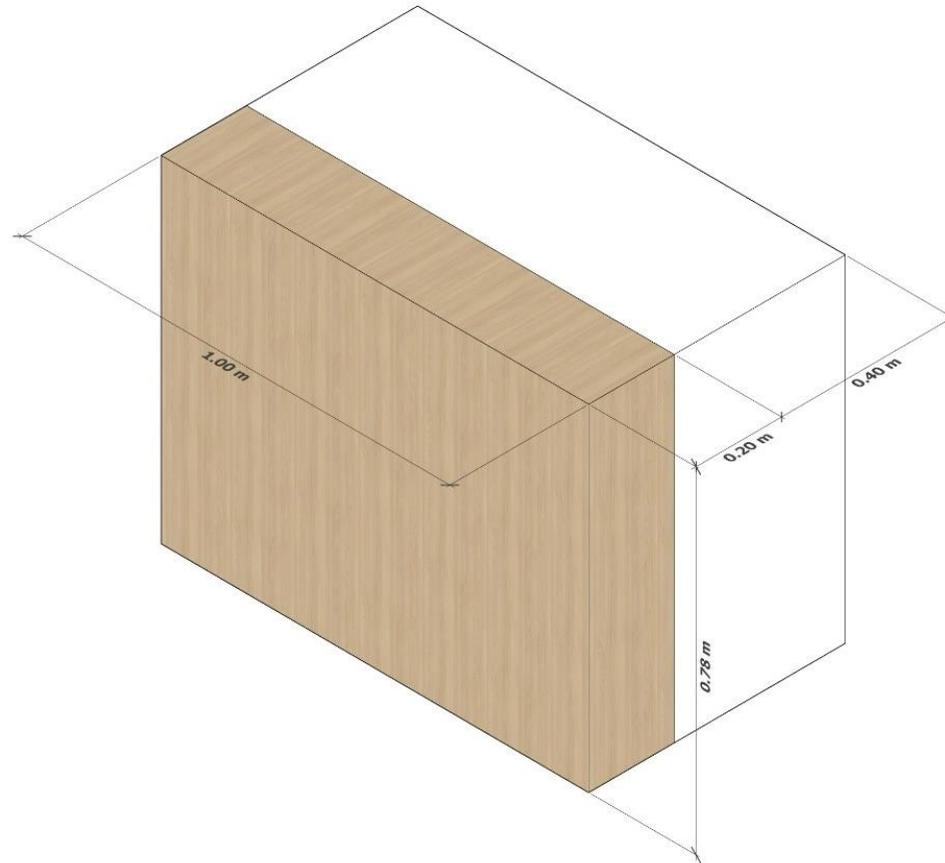
Desk Size: L 100xW 60x H 78 cm.

All made of 16 mm HDF wood with Acrylic Layer and HDF with Beech Veneer.

The desk consists of 5 cm Box top counter, 5 cm desk front and sides.

with all needed accessories and parts to complete work according to the tender documents and engineer instructions.

Item Drawings:



Item Quantity:

1 Desk

Item No. (1.3): Reception Desk	
<p>Item Description:</p> <p>Manufacture & Supply Custom- Made Reception Counter with Fixed complementary cabinet.</p> <p>Counter Size: L 180xW 60x H 78- 100 cm.</p> <p>Complementary Cabinet Size: L 155xW 35 X H 73 cm.</p> <p>All made of 16 mm HDF wood with Acrylic Layer. The Counter desk consists of 5 cm Box top counter, 5 cm desk front and sides, 60x31x80 Desk Top Counter.</p> <p>Complementary Cabinet with 2 leaves including 2 internal shelves of same and 4 similar drawer unit with Multi wheels bearing sliding rails, made of same desk wood with hidden drawer handle engraving.</p> <p>Wall Mounted shelf size 160x30 cm with 5 cm thick</p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p>	<p>Item Drawings:</p>
<p>Item Quantity:</p> <p>1 Desk</p>	

2. Custom-Made Cabinets:

Item No. (2.1): Employees Complementary Cabinet	
Item Description:	Item Drawings:
<p>Manufacture & Supply Custom- Made Employees Complementary Cabinet.</p> <p>Cabinet Size: L 126xW 40x H 61 cm.</p> <p>All made of 16 mm HDF wood with Acrylic Layer and HDF with Beech Veneer.</p> <p>The Cabinet consists of 2 cm top Cabinet with Frontal edge 3 cm, 3 cm Cabinet sides.</p> <p>Cabinet divided into two cabinets, one with two leaves, and one without leaves.</p> <p>The two Cabinets are with one internal shelf and with bottom shelf.</p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p> <p>All leaves are with trick- Track (Bush to open) and with hidden engrave handle</p> <p>Note: Left & Right Cabinet orientation (Leaves Cabinet position) should be according to furnishing distribution Layout.</p>	
Item Quantity:	
8 Cabinets	

Item No. (2.2): Printing Unit Cabinet

Item Description:

Manufacture & Supply Custom- Made Printing Unit Cabinet.

Cabinet Size: L 160xW 40x H 80 cm.

All made of 16 mm HDF wood with Acrylic Layer and HDF with Beech Veneer.

The Cabinet consists of 5 cm top Cabinet, 5 cm Cabinet sides.

Cabinet divided into three cabinets with six leaves.

The three Cabinets are with two internal shelves and with bottom shelf.

With bottom cabinet Bar size 290x30 cm with 10 cm height (Connected with entrance and Printer Cladding)

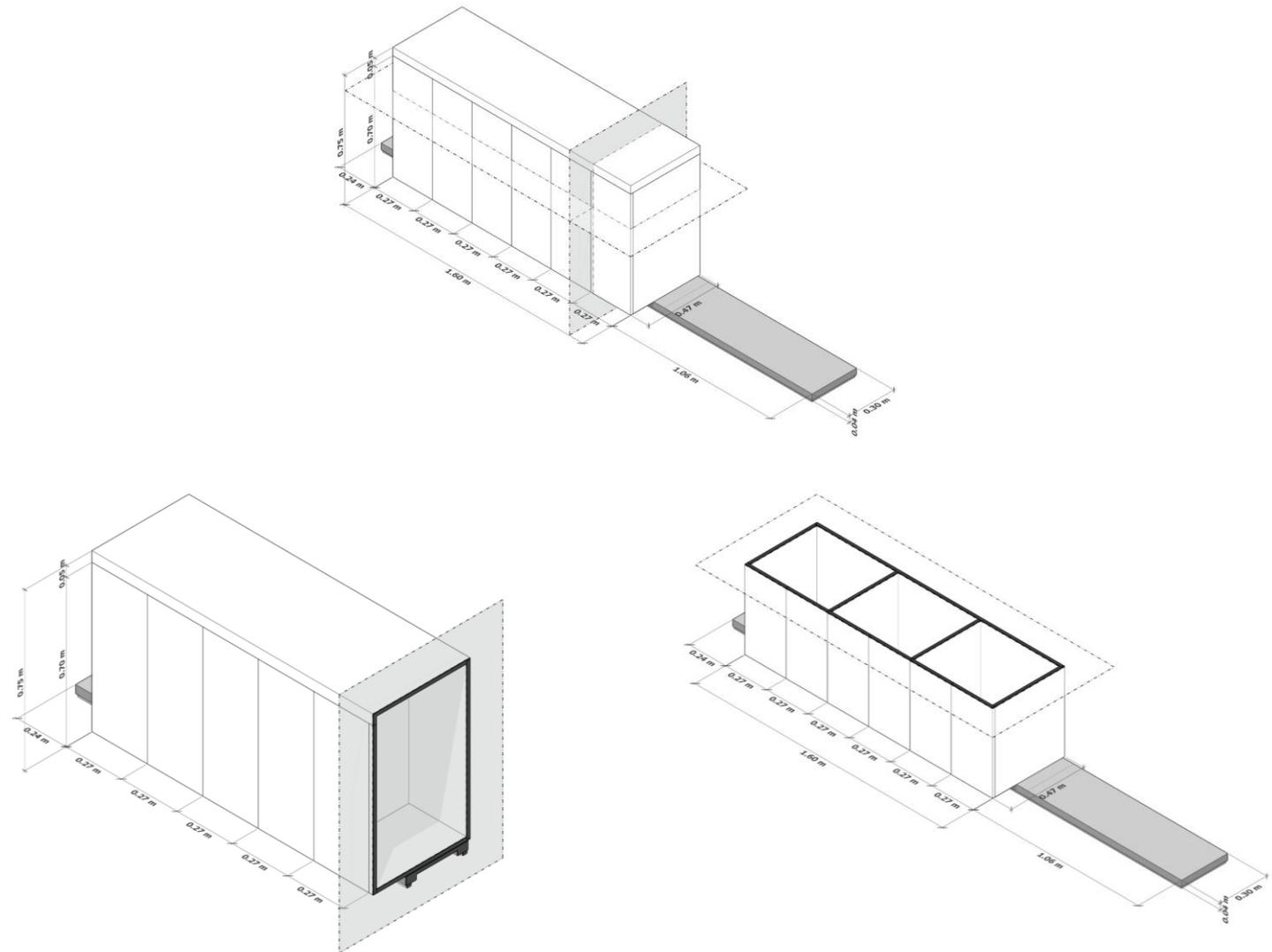
All leaves are with trick- Track (Bush to open) and with hidden engrave handle

with all needed accessories and parts to complete work according to the tender documents and engineer instructions.

Item Quantity:

1 Cabinet

Item Drawings:



Item No. (2.3): Large Filing Cabinet	
<p>Item Description: Manufacture & Supply Custom- Made Large Filing Cabinet.</p> <p>Cabinet Size: L 160xW 40x H 200 cm.</p> <p>All made of 16 mm HDF wood with Acrylic Layer and HDF with Beech Veneer.</p> <p>Cabinet divided into two Part.</p> <p>First Part: Cabinet including upper part consists of two wooden leaves with 6 mm transparent glass and internal two shelves. Lower part consists of two lower leaves with hidden internal shelf.</p> <p>Second Part: Cabinet consists of three internal shelves and bottom shelf.</p> <p>Cabinet side 5 cm thick (3+2 cm), cabinet back of 16 mm white acrylic</p> <p>All leaves are with trick- Track (Bush to open) and with hidden engrave handle</p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p>	<p>Item Drawings:</p> 
<p>Item Quantity: 2 Cabinets</p>	

Item No. (2.4): High Filing Cabinet	
<p>Item Description:</p> <p>Manufacture & Supply Custom- Made High Filing Cabinet.</p> <p>Cabinet Size: L 85xW 40x H 280 cm.</p> <p>All made of 16 mm HDF wood with Acrylic Layer.</p> <p>Cabinet divided into three Cabinets:</p> <p>Upper part: Cabinet consists of two leaves with two hidden internal shelves.</p> <p>Middle Part: Cabinet consists of two 6 mm transparent glass leaves and one internal shelf.</p> <p>Lower part: Cabinet consists of two leaves with two hidden internal shelves.</p> <p>Cabinet side 5 cm thick (3+2 cm), cabinet back of 16 mm white acrylic</p> <p>Note: One cabinet in Accountant office shall be without internal lower shelves for Safe Box, and without upper shelves and leaves for AC</p> <p>All leaves are with trick- Track (Bush to open) and with hidden engrave handle</p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p>	<p>Item Drawings:</p>
<p>Item Quantity:</p> <p>7 Cabinets</p>	

Item No. (2.5): Corner Filing Cabinet

Item Description:

Manufacture & Supply Custom- Made Corner Filing Cabinet.

Cabinet Size: L (105+35) x W 40 x H 280 cm.

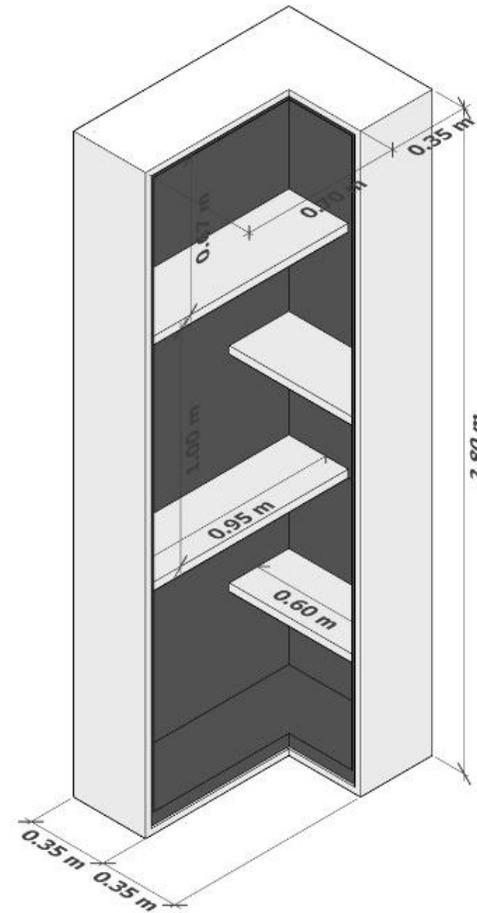
All made of 16 mm HDF wood with Acrylic Layer.

Cabinet consists of four floated shelves 4 cm thick:
2 shelves size 95 x 29 cm
2 shelves size 60x29
With bottom cabinet shelf

Cabinet side 5 cm thick (3+2 cm), cabinet back of 16 mm black acrylic

with all needed accessories and parts to complete work according to the tender documents and engineer instructions.

Item Drawings:



Item Quantity:

1 Cabinet

3. Custom-Made Tables:

Item No. (3.1): Meeting Table	
<p>Item Description:</p> <p>Manufacture & Supply Custom- Made Meeting Table.</p> <p>Table Size: L 600 x W 120 x H 77 cm.</p> <p>All made of 16 mm HDF wood with Acrylic Layer and HDF with beech veneer.</p> <p>Table consists 6 parts (2 head table and 4 internal tables).</p> <p>2 head table size 120 x 60 cm. 4 internal table size 120 x 120 cm with 10 cm movable part for electrical/communication wiring.</p> <p>Under table box divider 20 cm thick supported with internal Steel structure of 20x20x2 mm galvanized steel profiles.</p> <p>Tables shall be assembling in site and fixed with each other, and fixed with floor.</p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p>	<p>Item Drawings:</p>
<p>Item Quantity:</p> <p>1 table</p>	

Item No. (3.2): Circular Table

Item Description:

Manufacture & Supply Custom- Made Circular Table.

Table Size: Dia. 90 x H 78 cm.

All made of 16 mm HDF wood with Acrylic Layer

Table consists top table of circular HDF with acrylic layer diameter 90 cm with surrounding edge 5 cm height.

Stainless steel pole with 50 cm wooden base including PVC end cap.

with all needed accessories and parts to complete work according to the tender documents and engineer instructions.

Item Drawings:



Item Quantity:

2 tables

4. Wall Cladding:

Item No. (4.1): Meeting Room Display Unit	
<p>Item Description:</p> <p>Manufacture & Supply Custom- Made Meeting Room Display Unit.</p> <p>Cladding Size: L 291 x H 280 cm.</p> <p>All made of 16 mm HDF wood with Acrylic Layer.</p> <p>Cladding is with 2 Cabinets size L 120x W 30x H 37 cm with 3 drawers for each cabinet with Multi wheels bearing sliding rails, made of same desk wood with hidden drawer handle engraving.</p> <p>Wooden ground base of 10 cm height Box, 291x30.</p> <p>Wooden Shelf size 80x25 cm with 5 cm thick</p> <p><u>The works include re-installing of electrical sockets with its engraving on wood.</u></p> <p><u>Cladding shall be assembling in site and fixed on wall with 16 mm sandwich wood hidden Panels on layers.</u></p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p>	<p>Item Drawings:</p>
<p>Item Quantity:</p> <p>1 Unit</p>	

Item No. (4.3): Main Entrance & Printing Area Cladding

Item Description:

Manufacture & Supply Custom- Made Main Entrance & Printing Area Cladding unit.

Cladding Size: L 271+35 x H 280 cm. (Excluding Door 146x228 cm)

All made of 16 mm HDF wood with Acrylic Layer.

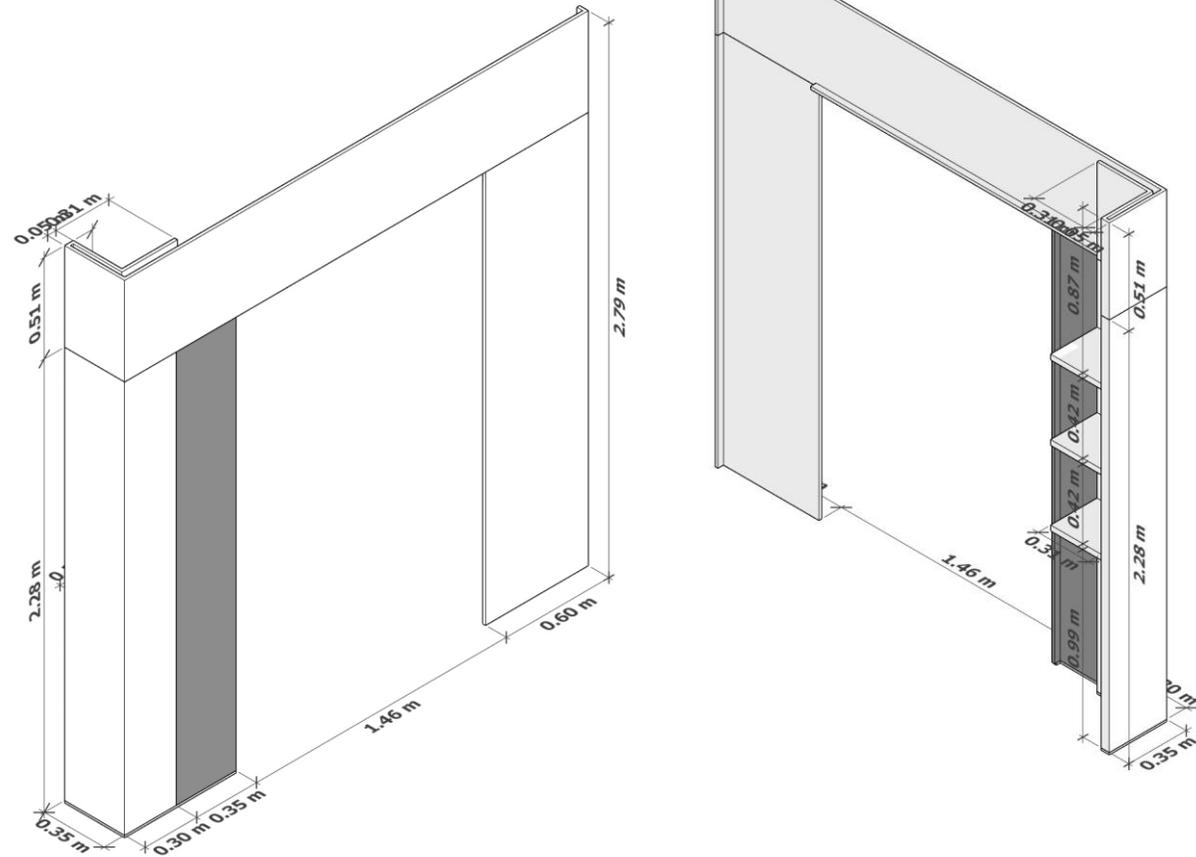
Cladding is with 30x30 cm three shelves unit.

The works include re-installing of electrical sockets with its engraving on wood.

Cladding shall be assembling in site and fixed on wall with 16 mm sandwich wood hidden Panels on layers.

with all needed accessories and parts to complete work according to the tender documents and engineer instructions.

Item Drawings:



Item Quantity:

1 Unit

5. Chairs, Seats and Sofa:

Item No. (5.1): Desk Swivel Chair	
Item Description:	Item Drawings:
<p>Supply Ready- Made Desk Swivel Chair.</p> <p>Swivel chair with arm revolving with five wheels and high back size (W65-70xD50-55xH115-125 cm).</p> <p>Adjustable up and down, able to shifting forward and backward with ability to lock.</p> <p>Able to carry up to 185 kg, Heavy duty and original alloyed Aluminum base with five wheels/ castors.</p> <p>Chair Pole should be original and heavy duty.</p> <p>Chair seat & back with wooden body upholstered with mesh fabric cover and 7-15 cm foam "industrial sponge high pressure 30-50".</p> <p>the chair with PVC/Plastic adjustable arms.</p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p>	
<p>Item Quantity:</p> <p>21 Chairs</p>	

Item No. (5.2): Meeting Swivel Chair

Item Description:

Supply Ready- Made Meeting Swivel Chair.

Swivel chair revolving with five wheels and low back size (W65-70xD50-55xH90-105 cm).

Adjustable up and down, able to shifting forward and backward with ability to lock.

Able to carry up to 185 kg, Heavy duty and original alloyed Aluminum base with five wheels/ castors.

Chair Pole should be original and heavy duty.

Chair seat & back with wooden body upholstered with mesh fabric cover and 7-15 cm foam "industrial sponge high pressure 30-50".

the chair with PVC/Plastic adjustable arms.

with all needed accessories and parts to complete work according to the tender documents and engineer instructions.

Item Drawings:



Item Quantity:

21 Chairs

Item No. (5.3): Waiting Chair	
Item Description:	Item Drawings:
<p>Supply Ready- Made Waiting Chair with 4 legs (for Circular tables).</p> <p>Waiting four legs Chair with arms size (W 50-55xD 55-60, H with back 70-75cm).</p> <p>Able to carry up to 185 kg, Heavy Duty Stainless steel four legs and 2 arms made of profile pipe 22-25 mm and 1.25-2 mm thickness with continuous welding and PVC leg end cap.</p> <p>The chair backing billow of wood upholstered 4-5 cm foam "industrial sponge high pressure 30-50" covered with leather, plastic covering to rear back.</p> <p>The chair sitting mattress of wood upholstered 5-7 cm foam "industrial sponge high pressure 30-50" covered with leather, plastic covering to rear back.</p> <p>2 seat arms welded with steal structure covered with ABS plastic.</p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p>	
<p>Item Quantity:</p> <p>4 Chairs</p>	

Item No. (5.4): Single seat Sofa

Item Description:

Supply Ready- Made Single Seat Sofa.

single Lounge Seat Sofa.
Size (W75-80xD80-85xH 95-100 cm).

High Quality and heavy duty, Internal wooden structure of good quality Sweden wood with 17 mm sandwich wood for seat side and back.

Upholstered 7-15 cm foam "industrial sponge high pressure 30-50" with approved quality leather cover.

Upholstered 7-15 cm foam "industrial sponge high pressure 30-50" Sitting mattress and Backing pillow covered by same leather, able to remove for mattress, pillow and cover.

4 wooden seat legs of beach wood with paint and rubber cap.

with all needed accessories and parts to complete work according to the tender documents and engineer instructions.

Item Drawings:



Item Quantity:

3 Seats

Item No. (5.5): Cafe seat	
Item Description:	Item Drawings:
<p>Supply Ready- Made Café Seat.</p> <p>Cafe Seat Size: (W40-50xD40-55xH 95-100 cm).</p> <p>High Quality and heavy duty, made of ABS plastic seat and back (one piece).</p> <p>Connected with 4 wooden Legs with steel and PVC end cap connected together with steel pars.</p> <p>Upholstered seat 7-15 cm foam "industrial sponge high pressure 30-50" with approved quality leather cover.</p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p>	
<p>Item Quantity:</p> <p>6 Seats</p>	

6. Miscellaneous:

Item No. (6.1): Wall mounted Breakout Bar/ Table	
Item Description:	Item Drawings:
<p>Manufacture & Supply Custom- Made Wall Mounted Breakout Bar/ Table</p> <p>Bar Size: L 180xW 45x H 30+125 cm.</p> <p>All made of 16 mm HDF wood with Acrylic Layer</p> <p>Bar is with Picture Frame size 90x60 cm and 5 cm thick with 6 mm transparent glass.</p> <p>Bar consists of 3 part (2 up to 30 cm height, and 1 up to 125 cm).</p> <p>All part wall mounted with hidden sandwich wood panels on layers.</p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p>	
Item Quantity:	
1 unit	

Item No. (6.2): Café Circular Table	
Item Description:	Item Drawings:
<p>Supply Ready- Made Circular Table</p> <p>Table Size: Dia. 90-100 x H 75-85 cm.</p> <p>All made of 16 mm MDF wood with melamine cover.</p> <p>Table is with 4 beech wood table with PVC end cap.</p> <p>with all needed accessories and parts to complete work according to the tender documents and engineer instructions.</p>	
<p>Item Quantity:</p> <p>1 table</p>	

Item No. (6.3): Kitchen Wooden counter Extension

Item Description:

Manufacture & Supply Custom- Made Kitchen Wooden Counter Extension

Counter Size: L 180xW 45x H 75-110-200 cm.

All made of 16 mm HDF wood with Acrylic Layer

Counter consists of:
Lower Cabinet size 120 x 45 x 75 cm with 2 leaves and 3 internal shelves, and with wall cladding 35x 120 cm.

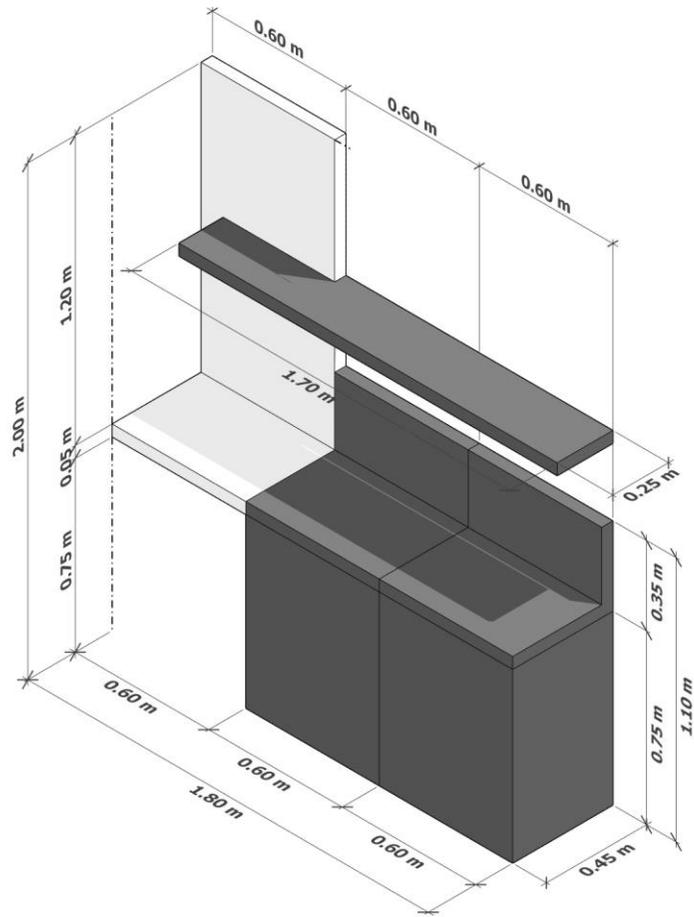
Wall Mounted rack/ Bar size 60x 45 cm with wall cladding 120 cm.

Wall mounted shelf size 170 x25 cm with 5 cm thick.

All leaves are with trick- Track (Bush to open) and with hidden engrave handle

with all needed accessories and parts to complete work according to the tender documents and engineer instructions.

Item Drawings:



Item Quantity:

1 unit

Item No. (6.4): Kitchen wall mounted Cabinet

Item Description:

Manufacture & Supply Custom- Made Kitchen wall mounted Cabinet

Cabinet Size: L 270xW 60x H 80 cm.

All made of 16 mm HDF wood with Acrylic Layer

Cabinet consists of 4 parts.

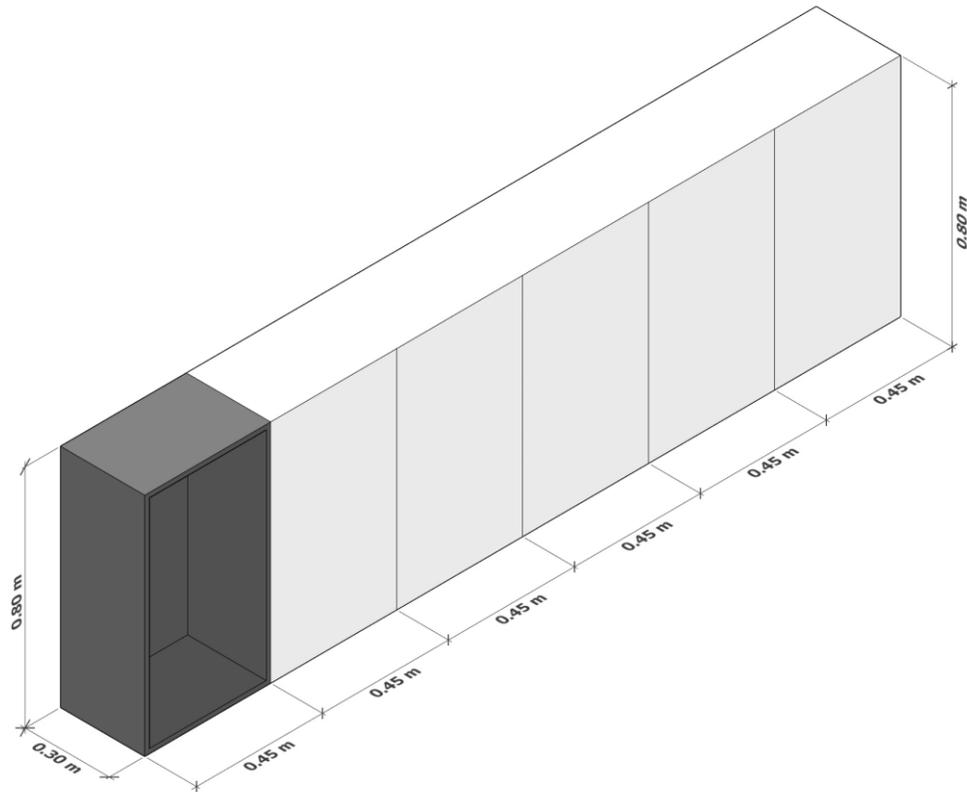
3 cabinets with 5 leaves (2+2+1) with 2 internal shelves.

1 cabinet frame (Gray Color)

All leaves are with trick- Track (Bush to open) and with hidden engrave handle

with all needed accessories and parts to complete work according to the tender documents and engineer instructions.

Item Drawings:



Item Quantity:

1 unit

Item No. (6.5): toilet Washbasin Cabinet

Item Description:

Manufacture & Supply Custom- Made Toilet Washbasin Cabinet

Cabinet Size: L 108xW 50x H 60 cm.

Under existing washbasin sink.

All made of 16 mm HDF wood with Acrylic Layer

Cabinet is with 3 leaves and with 1 cabinet frame (Gray Color)

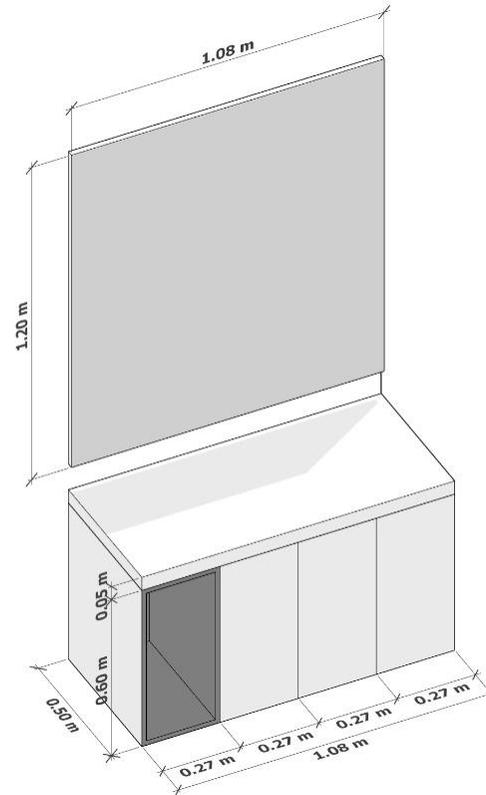
6 mm Mirror size 108x 120 cm

With strip LED Light size 108 cm on the upper edge of mirror.

All leaves are with trick- Track (Bush to open) and with hidden engrave handle

with all needed accessories and parts to complete work according to the tender documents and engineer instructions.

Item Drawings:



Item Quantity:

2 units

Item No. (6.6): Wooden Planter Box

Item Description:

Manufacture & Supply Custom- Made Wooden Planter Box

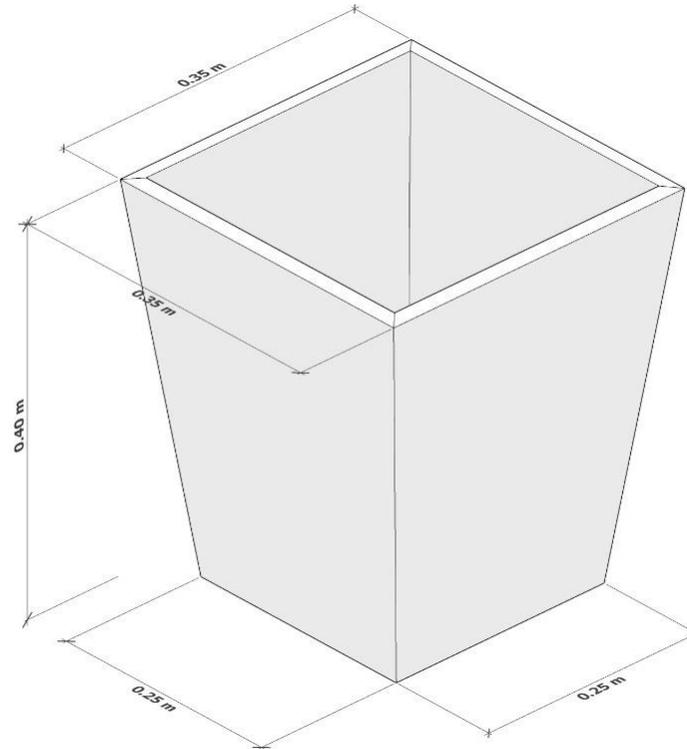
Planter Size: L 25- 35 x W25-35 x H40 cm.

All made of 16 mm HDF wood with Acrylic Layer

All side assembling on 45 degrees.

with all needed accessories and parts to complete work according to the tender documents and engineer instructions.

Item Drawings:



Item Quantity:

2 units

Item No. (6.7): Sun Strip Shade Curtains

Item Description:
Supply and install **Manual Roll up Sun Shade Roller Curtain** for windows.

Curtains with approved grade fabric and polyester strip and all necessary parts such as hanging plug roller, shutter system head, installation plug part, pulling beads, vertical rod ... etc. The curtain must be install above and below window boundary level min. 10 cm or hanging from ceiling to complete work according to the tender documents and engineer instructions. Color determined by Beneficiary and client.

Item Drawings:



Item Quantity:

50 meter Squared

6 Forms

6.1 Instructions for compiling the tender

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

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

The tenders must be submitted by hand no later than the 14th of July 2022 at 1:00PM.

The different parts and annexes of the tender must be numbered.

The prices are given in euros and rounded off to two figures after the decimal point. If necessary, they may be rounded off to four figures after the decimal point.

Erasures and alterations, additions or changes in the tender forms must be accompanied by a signature next to the erasure and alteration, addition or change concerned.

This also applies to erasures and alterations, additions or changes made by means of a correction ribbon or correcting fluid.

The tender must bear the original hand-written signature of the tenderer or of his representative.

If the tenderer is a company / association without legal body status, formed by separate natural or legal persons (temporary group or temporary partnership), the tender must be signed by each of these persons.

6.2 Identification form

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

6.2.2 Subcontractors

Name and legal form	Address / Registered office	Object

6.3 Tender form – Prices

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

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

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:
(No extra cost for delivery)

No.	Items	Estimated quantity	Unit price [€]	Sub-total by item [EUR]
1	Custom-Made Desks			
1.1	Manufacture & Supply Custom- Made Employees Standard Desk with fixed Drawer Unit.	12		, . €
1.2	Manufacture & Supply Custom- Made Employee Narrow Desk	1		, . €
1.3	Manufacture & Supply Custom- Made Reception Counter with Fixed complementary cabinet.	1		, . €
1.4	Custom- Made Employees Quadruple Workstation with Mobile Drawers Unit.	2		, . €
2	Custom-Made Cabinets			
2.1	Manufacture & Supply Custom- Made Employees Complementary Cabinet.	8		, . €
2.2	Manufacture & Supply Custom- Made Printing Unit Cabinet.	1		, . €
2.3	Manufacture & Supply Custom- Made Large Filing Cabinet.	2		, . €
2.4	Manufacture & Supply Custom- Made High Filing Cabinet.	7		, . €
2.5	Manufacture & Supply Custom- Made Corner Filing Cabinet.	1		, . €
3	Custom-Made Tables			
3.1	Manufacture & Supply Custom- Made Meeting Table.	1		, . €

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

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

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

The tenderer declares on honour that the information given is accurate and correct and that it has been established while fully aware of the consequences of misrepresentation.

Certified true and sincere,

Handwritten original signature(s):

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

6.4 Declaration on honour – Exclusion grounds

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

1. The tenderer nor any of its directors was found guilty following an **indefeasible judgement** for one of the following offences:
 - 1° involvement in a criminal organisation
 - 2° corruption
 - 3° fraud
 - 4° terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
 - 5° money laundering or financing of terrorism
 - 6° child labour and other trafficking in human beings
 - 7° employment of foreign citizens under illegal status
 - 8° creating a shell company.

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.

2. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer 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 tenderer 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. The tenderer or one of its directors has committed **serious professional misconduct which calls into question their 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 <link>
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The tenderer 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 information
- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this tenderer 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 tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'. The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.
7. Restrictive measures have been taken vis-à-vis the contractor with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and proliferation of weapons of mass destruction.

The tenderer or one of its directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian 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>

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

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

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

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

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

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

Date

Location

Signature

6.5 Integrity Statement of the tenderer

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

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

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

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

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.

Date

Location

Signature

6.6 Exclusion Grounds

6.6.1 Power of attorney

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.

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.

6.6.2 Incorporation certificate

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

6.6.3 Certification of clearance with regards to the payments of applicable taxes

The tenderer must provide a **recent certification** (up to 1 year) from the competent authority stating that the tender 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.

6.7 Selection file – Technical aptitude

Technical aptitude: See Art. 68 of the Royal Decree of 18 April 2017	
<p>The tenderer must show the following references of deliveries made in the course of the past three years.</p> <p>List the references of supplies that have been delivered over the past three years.</p> <p>The tenderer includes in his tender a list with the main services that have been delivered over the past three years including the amount and date as well as the public or private recipients. The references are backed by certificates drawn up or approved by the competent authority or, where the consignee was a private purchaser by certification of the private purchaser, or by default, by a simple statement of the supplier.</p>	<p>See Annex 6.7.1 & 6.7.2 or [supporting documents to be attached]</p>
<p>Indication of the proportion of the contract which the supplier intends possibly to subcontract.</p>	<p>See Annex 6.2.2 or [supporting documents to be attached]</p>

6.7.1 List of the similar supply deliveries

For each lot, tenderer must provide in his offer the list of the **main similar supplies (min. 3) delivered in the last 3 years**, including the amount involved and the relevant dates, and the public or private bodies on behalf of which they were carried out showing that the tenderer has experience in delivering those supplies.

Description of the main similar supply deliveries	Delivery places	Amount involved	Relevant dates in the last 3 years	Name of the public or private bodies

6.7.2 Certificates of completion

For each of the projects listed, the tenderer must provide in his offer the certificates of completion (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.

6.8 Documents to be submitted – exhaustive list

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

	Document	
Tender document	<p>One original copy of the completed tender document (the present document) filled electronically (not by hand), then printed completely, signed, and stamped.</p> <p>The following forms need to be completed:</p> <ol style="list-style-type: none"> 1. Error! Reference source not found. 2. Form 6.2.2 Subcontractors 3. Error! Reference source not found. 4. Form 6.4: Declaration on honour – exclusion grounds 5. Form 6.5: Integrity statement 6. Error! Reference source not found. 7. Form 6.7.2: Certificates of completion 	
	Signed and stamped technical offer	
	Incorporation certificate from the competent authority	
	Power of attorney empowering the person signing the tender on behalf of the company, joint venture or consortium, signed by the person(s) mentioned in the incorporation certificate (only needed if the person signing the tender is different).	
	In case of a consortium or a temporary association, a copy of the joint venture agreement.	