



TENDER SPECIFICATIONS - ERRATUM

Public Service Contract for the Provision of Lead Expert Services in Labour Market Analysis and OP-VET within a Regional Technical Assistance on Critical Raw Materials (CRM) in the Democratic Republic of Congo, Guinea, Tanzania and Uganda

Reference No: **BEL23001-10099**

Negotiated Procedure without Prior Publication

<i>Deadline for requesting clarifications:</i>	no later than five (5) calendar days prior to the deadline for submission of tenders
--	--

<i>Deadline for submission of tenders:</i>	7 August 2026 at 11.00 am (Belgian time) (CET)
--	---

Table of Contents

1 General Remarks.....	4
1. The contracting authority	4
2. Rules governing the public contract.....	4
3. Applicable law and competent courts	4
2 Subject-Matter and Scope of The Public Contract.....	5
1. Type of contract	5
2. Lots	5
3. Items	5
4. Duration of the public contract	5
5. Variants.....	5
6. Options	6
7. Quantities.....	6
3 Award Procedure	6
Section (A) - General procedure instructions.....	6
1. Award procedure	6
2. Publication	6
3. Information session.....	7
4. Further information	7
Section (b) - instructions for preparation of tenders.....	8
5. Validity period of tenders	8
6. Data to be included in the tender	8
7. Tender currency.....	8
8. Determination of prices	9
9. Elements included in the price	9
10. Elements not included in the price	10
Section (C) - Submission of tenders	11
11. Submission of tenders	11
12. Tender signature	11
13. Deadline for submission and opening of tenders	12
Section (D) - Selection, Awarding & Conclusion.....	12
14. Exclusion grounds	12
15. Overview of the procedure	13
16. Award criteria.....	13
17. Awarding the public contract	15
18. Concluding the contract.....	15
4 Special Contractual Provisions	17
Section (A) - General	17
1. Use of electronic means (art. 10).....	17
2. Managing official (Art. 11).....	17

3.	Intellectual property (Art. 19 to 23)	17
4.	Confidentiality (art. 18).....	18
5.	Protection of Personal Data	18
	Section (B) - Financial guarantees	19
6.	Performance Bond (Art. 25 to 33).....	19
	Section (C) - the public contract documents.....	19
7.	Conformity of performance (Art. 34)	19
	Section (D) - Changes to the public contract	19
8.	Replacement of the service provider (Art. 38/3, °1).....	19
9.	Revision of prices (Art. 38/7)	20
10.	Indemnities for suspensions ordered by the contracting authority during contract performance (Art. 38/12)	21
11.	Unforeseeable circumstances	21
12.	Taxation having an effect on the value of the public contract (Art. 38/8)	21
13.	Terms of introduction (Art. 38/14 to 38/17).....	22
14.	Specific Review Clause – Replacement of an Expert (ART. 38).....	22
	Section (F) - Performance modalities	22
15.	Deadlines and terms (Art. 147)	22
16.	Inspection of the services (Art. 150).....	22
17.	Liability of the service provider (Art. 152-153).....	23
	Section (G) - Means of action	23
18.	Failure of performance (Art. 44)	23
19.	Fines for delay (Art. 46 and 154).....	23
20.	Measures as of Right (Art. 47 and 155)	24
	Section (H) - End of the public contract	24
21.	Acceptance of the services performed (Art. 64 and 156)	24
22.	Invoicing and payment (Art. 66-72 and 160)	24
23.	Advance payments	25
5	Terms of reference	26
1.	General information	26
2.	Objectives and expectations.....	27
3.	Deliverables	28
4.	Planning	30
6	Overview of the documents to be submitted.....	31
7	Forms.....	32
1.	Identification form	32
2.	Tender form – price	34
3.	Declaration on honour - exclusion grounds	35
8	Formal approvals of the tender specifications and launch decision	37

1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Belgium, is represented by:

Name	Position
Charlotte Vanstallen	VET & Employment Expert - Liaison Officer
Marie Sculier	Contract Support Manager – Global Projects

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
 1. The Law of 17 June 2016 on public procurement;
 2. The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
 3. The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
 4. The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
 5. Circulars of the Prime Minister with regards to public procurement;
 6. Enabel's policy regarding sexual exploitation and abuse – June 2019;
 7. Enabel's policy regarding fraud and corruption risk management – June 2019.
- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

3. APPLICABLE LAW AND COMPETENT COURTS

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.
- 3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

- 3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This procurement contract is a contract for services in the meaning of Article 2, 21°, of the Law of 17 June 2016 on public procurement.
- 1.2. This service procurement contract covers support for the leadership and implementation of Technical Assistance (TA) in response to the Enabel/UNIDO request, aimed at mapping key investments and developing a Skills Atlas for the Critical Raw Materials (CRM) sector in four countries: DR Congo, Guinea, Tanzania, and Uganda.
- 1.3. Given the intuitu personae nature of the assignment, the tenderer may propose only one expert.
- 1.4. The scope and details of the required services are outlined in Section 5 of these tender specifications.

2. LOTS

- 2.1. This public contract is not divided into lots.

3. ITEMS

- 3.1. This public contract consists of the items listed under clause 2 of chapter 7 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. The contract shall enter into force upon notification of the award decision and shall remain valid until December 2027.
- 4.2. The contract execution period is foreseen to run from September 2026 to December 2027.
- 4.3. The contract may be renewed up to two (2) times for successive periods of six (6) months. Any renewal shall be subject to Enabel's prior assessment of its satisfaction with the services provided by the Contractor. Where Enabel decides to renew the contract, it shall notify the Contractor in writing at least one (1) month before the expiry of the current contract period.

5. VARIANTS

- 5.1. Variants are **NOT** allowed. Each tenderer may submit only one tender. No variants will be accepted.

6. OPTIONS

- 6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

7. QUANTITIES

- 7.1. This procurement contract is **a unit-price contract based on a priced bill of quantities**. The unit prices are fixed lump-sum amounts, while the quantities are indicative and estimated.
- 7.2. The estimated quantities are set out in the bill of quantities included in Section 1 of Chapter 7 – Forms. For the purpose of this contract, the estimated volume of services is **80 working days for the initial implementation period, which starts upon notification of the award decision and remains valid until 31 December 2027**. Should the contract be renewed, a new estimated number of working days will be determined for the relevant renewal period, provided that the initial allocation of 80 working days has been fully used.
- 7.3. The quantities are indicative only and may vary, either upwards or downwards, throughout the implementation of the contract, depending on the Contracting Authority's actual needs. They do not constitute any commitment on the part of the Contracting Authority. The Contractor shall be remunerated solely for the services actually performed and duly accepted by the Contracting Authority.
- 7.4. The contractor acknowledges that no minimum volume of services is guaranteed under this contract and accepts that payment shall be made exclusively on the basis of services actually performed and duly approved by the contracting authority. The contracting authority shall not incur any liability in the event of deviations from the initial estimates.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract is awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement, as the estimated value of the contract does not exceed EUR 140,000 excluding VAT over its entire duration.

The contracting authority nevertheless draws the tenderers' attention to the fact that this amount corresponds **solely to the procedural threshold** and **does not under any circumstances represent the estimated budget of the contract**. Consequently, this amount **shall not be used as a reference**, either for estimating the contract value or for determining prices.

2. PUBLICATION

This contract is advertised in:

- 2.1. The following platform:
1. Website of Enabel (www.enabel.be).
- 2.2. This publication constitutes an invitation to submit a tender.

3. INFORMATION SESSION

3.1. The Contracting Authority will organise an online information session for prospective tenderers. The session will be held on **17 July 2026**, from **2:00 p.m. to 3:30 p.m. (Belgian time – CEST)**.

3.2. The purpose of this information session is to explain the procedures for the submission of tenders and the use of the e-Procurement platform, to present the background, scope and objectives of the contract, and to provide prospective tenderers with the opportunity to ask questions.

3.3. Participation in the information session is optional; however, prospective tenderers are strongly encouraged to attend. The session will be held remotely and may be accessed using the following link: <https://teams.microsoft.com/join/392447773079850?p=0f2jrAXRK43QFZRWgi>

Meeting ID: 392 447 773 079 850

Passcode: Pp9MJ3Us

4. FURTHER INFORMATION

4.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Marie Sculier
Contract Support Manager – Global Projects
marie.sculier@enabel.be

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

4.2. Requesting clarifications

Prospective tenderers may submit questions regarding these tender specifications and the contract no later than **five (5) calendar days** prior to the deadline for submission of tenders. All questions must be submitted via the “Forum” on the e-Procurement Platform. The contracting authority will publish the answers on the forum as soon as possible. Tenderers are advised to consult the forum regularly.

4.3. No information regarding the progress of the procedure will be disclosed prior to the notification of the award decision.

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

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be published on the e-Procurement platform.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned under clause 4.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

5. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **90 (ninety) calendar days** from the tender reception deadline date.

6. DATA TO BE INCLUDED IN THE TENDER

- 6.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 6.2. The tender and all annexes to the tender form must be drawn up in:
 1. English;
 2. French;
 3. Dutch.
- 6.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 6.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 6.5. The tenderer must use the tender forms provided in the annex:
 1. Identification form (clause 1 of chapter 7 Forms);
 2. Tender form - Prices (clause 2 of chapter 7 Forms)
 3. Declaration on honour - Exclusion grounds (clause 3 of chapter 7 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

- 6.6. The tenderer also attaches the following to his tender:
 1. All documents demanded for the application of award criteria (see clause 16);
 2. A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 3. The statutes and any other document required to establish the power of attorney of the signer(s).
- 6.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
 1. Identification form (clause 0 of chapter 7 Forms);
 2. Declaration on honour - Exclusion grounds (clause 3 of chapter 7 Forms);
 3. The statutes and any other document required to establish the power of attorney of the signer(s);
 4. The association agreement signed by each participant, clearly showing who represents the association.
- 6.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.

7. TENDER CURRENCY

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

8. DETERMINATION OF PRICES

- 8.1. This procurement contract is **a unit-price contract based on a priced bill of quantities**. The unit prices are fixed lump-sum amounts, while the quantities are indicative and estimated.
- 8.2. The estimated quantities are set out in the bill of quantities included in clause 2 of Chapter 7 – Forms. For the purpose of this contract, the estimated volume of services is **80 working days for the initial implementation period, which starts upon notification of the award decision and remains valid until 31 December 2027**. Should the contract be renewed, a new estimated number of working days will be determined for the relevant renewal period, provided that the initial allocation of 80 working days has been fully used.
- 8.3. The quantities are indicative only and may vary, either upwards or downwards, throughout the implementation of the contract, depending on the Contracting Authority's actual needs. They do not constitute any commitment on the part of the Contracting Authority. The Contractor shall be remunerated solely for the services actually performed and duly accepted by the Contracting Authority.
- 8.4. The contractor acknowledges that no minimum volume of services is guaranteed under this contract and accepts that payment shall be made exclusively on the basis of services actually performed and duly approved by the contracting authority. The contracting authority shall not incur any liability in the event of deviations from the initial estimates.
- 8.5. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

9. ELEMENTS INCLUDED IN THE PRICE

- 9.1. The tenderer is to include in his unit prices any charges and taxes generally applied to services, with the exception of the value-added tax. The applicable VAT is quoted separately. The tenderers should note that Enabel is not subject to VAT within the meaning of Article 6 of the Value Added Tax Code (see Article 18, § 5, 1°, of the Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian Development Agency). Consequently, Enabel cannot recover or deduct VAT, which therefore constitutes a cost. It is thus essential that tenderers clearly indicate in their offer the VAT applicable to their specific situation, in accordance with the rules set out below.
- 9.2. **For the purposes of this contract, the recipient of the services is deemed to be established in Belgium. The services are therefore subject to:**
 - **Belgian VAT when provided by a Belgian service provider.**
 - **VAT applicable in the service provider's country of establishment when the provider is established in another EU Member State.**
 - **In principle, no VAT when the service provider is established outside the European (unless local legislation provides otherwise).**
- 9.3. **Offers will be compared on the basis of amounts inclusive of VAT, as this tax constitutes a cost for Enabel.**
- 9.4. As the recipient of the services is established in Belgium, withholding tax (WHT) is not applicable in the context of the present contract.
- 9.5. Without prejudice to the elements referred to in Article 10, the unit prices for this public contract shall include all costs, expenses, measures, charges, and obligations necessary for the proper performance of the contract, including, but not limited to:
 - (a) Administrative management and secretariat services.

- (b) Documentation related to the services.
- (c) Delivery of documents or records associated with the performance of the contract.
- (d) Acceptance costs.

9.6. All relevant costs must be factored into the prices for this public contract.

10. ELEMENTS NOT INCLUDED IN THE PRICE

The following costs **shall not be included in the unit prices quoted by the tenderer, as they will be reimbursed separately by Enabel**, where applicable and subject to the conditions set out below.

10.1. Per diems

Per diems covering additional professional expenses (excluding private expenses) incurred during assignments in the intervention country (e.g. accommodation, meals and beverages) shall not be included in the unit prices.

They shall be reimbursed on the basis of:

- The work schedule attached to the invoice and approved in advance by the managing official; and
- The applicable per diem rates established by the Belgian federal public service foreign affairs: <https://www.ejustice.just.fgov.be/eli/arrete/2018/07/02/2018040199/moniteur>.
- Only per diems calculated in accordance with the applicable rules will be reimbursed.

10.2. International travel

International travel required for assignments in the intervention country shall not be included in the unit prices.

International air tickets (and, where applicable, rail transport to the international airport) between the expert's country of residence and the place of assignment shall be booked by the Contractor and reimbursed by Enabel upon submission of supporting documents, provided that such travel is directly related to the performance of the assignment.

The travel itinerary shall be selected on the basis of the most appropriate combination of the following criteria:

- The shortest reasonable route, taking into account the objective of minimising CO₂ emissions;
- The lowest available economy fare;
- The dates of the assignment.

10.3. Professional transport within the intervention country

Professional transport within the intervention country (e.g. domestic flights, vehicle hire or other necessary transport) shall not be included in the unit prices. Whenever possible, such transport will be organised directly by Enabel. Where Enabel is unable to organise the transport, the Contractor shall arrange it and may request reimbursement upon submission of supporting documents, provided that the transport is directly related to the performance of the assignment.

10.4. Please note that:

- Unit prices (whether applicable in the intervention country, at the Contractor's premises or at Enabel's headquarters) shall be paid for all days actually worked, including weekends and public holidays, in accordance with the work schedule attached to the invoice and approved in advance by the managing official.
- International travel days shall be remunerated at 50% of the applicable Belgium unit price for each travel day, in accordance with the work schedule attached to the invoice and approved in advance by the managing official.

- No per diem shall be paid for international travel days.
- For the purposes of this contract, Belgium shall be considered an intervention country. Accordingly, missions carried out in Belgium shall be eligible for reimbursement of the costs listed above, under the same conditions as missions carried out in any other intervention country.

SECTION (C) - SUBMISSION OF TENDERS

11. SUBMISSION OF TENDERS

- 11.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 11.2. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.
- Consequently, the submission of tenders on paper is prohibited, and the contracting authority will only consider tenders submitted electronically.
- 11.3. For this public contract, tenders will be submitted electronically via the federal [e-Procurement platform](#), which ensures compliance with the conditions of Article 14, § 7 of the Law of 17 June 2016 on public procurement.
- The platform is free and open to any tenderer wishing to participate in public procurement.
- 11.4. **Tenders must be submitted no later than 7 August 2026 at 11.00 am (Belgian time) (CET).**
- 11.5. Follow the 2 steps below to create an account:
1. [Register as a new user](#);
 2. [Creating your enterprise](#).
- 11.6. The format of the documents should be .pdf or equivalent.
- 11.7. Please refer to the following link for [instructions on how to submit tenders](#).
- 11.8. By transferring his tender by electronic means the tenderer accepts that the data of his tender are registered by the reception device.
- 11.9. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by mail or email does not satisfy the requirements of Article 14, § 6 and 7 of the Law of 17 June 2016 on public procurement. A tender submitted by mail or email will be discarded.**
- 11.10. You can also contact the e-Procurement helpdesk on +32 (0)2 740 80 00 or via [the contact form](#).

12. TENDER SIGNATURE

- 12.1. The tenderer is not required to sign the tender and its annexes individually when uploading them to the electronic platform. **These documents shall be signed globally by affixing an electronic (simple, advanced, or qualified) OR scanned hand-written signature on the submission report. Tenderers may choose one of these two signature methods. Only the signature affixed to the submission report, to the exclusion of any signature on other documents of the tender, shall be considered valid.**

- 12.2. Signatures affixed to the submission report are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 12.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

13. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 13.1. Tenders must be in the possession of the contracting authority before **7 August 2026 at 11.00 am (Belgian time) (CET)**.
- 13.2. Tenders are opened behind closed doors via the e-Procurement platform.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

14. EXCLUSION GROUNDS

- 14.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 3 of chapter 7 Forms).
- 14.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 14.3. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 14.4. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators.
- 14.5. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 14.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.**
- 14.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 14.8. Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**

Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously

performed by the individual for the contracting authority and the activities carried out under the awarded contract.

15. OVERVIEW OF THE PROCEDURE

- 15.1. In a first phase, the tenders submitted by the tenderers will be examined as to their formal and material regularity.
- 15.2. The Contracting Authority reserves the right to have irregularities in a tender regularised, where permitted by the applicable public procurement legislation. Such regularisation may take place at any stage of the procedure.
- 15.3. In a second phase, the formally and materially regular tenders will be evaluated by the evaluation committee on the basis of the award criteria set out in Clause 16 of these tender specifications.
- 15.4. Following this initial evaluation, the Contracting Authority may restrict the number of tenderers invited to participate in the negotiation phase by applying the award criteria. In such case, only the three highest-ranked tenderers, as determined on the basis of the initial evaluation against the award criteria, shall be invited to participate in the negotiations.
- 15.5. The Contracting Authority reserves the right not to enter into negotiations and to award the contract on the basis of the initial tenders.
- 15.6. Where negotiations are conducted, the shortlisted tenderers shall be invited to attend **an interview with their proposed expert**.
- 15.7. The purpose of the negotiations is to clarify and, where appropriate, improve the tenders submitted. The interview shall form part of the negotiation process and may cover, in particular:
 - the expert's understanding of the assignment;
 - the proposed methodological approach;
 - the relevance of the proposed expert's qualifications and professional experience;
 - the practical application of the proposed methodology in relation to the objectives and expected deliverables of the contract;
 - any other technical, contractual or financial aspects of the tender that the Contracting Authority considers appropriate for negotiation.
- 15.8. The negotiations shall be conducted in accordance with the principles of equal treatment, transparency and non-discrimination. No information likely to favour one tenderer over another shall be disclosed.
- 15.9. Following the negotiations, the Contracting Authority may invite the participating tenderers to submit a **Best and Final Offer (BAFO)** within the deadline specified in the invitation.
- 15.10. Once the deadline for submission of the BAFOs has expired, the BAFOs shall be examined as to their formal and material regularity and evaluated exclusively on the basis of the award criteria and their respective weightings set out in Clause 16 of these tender specifications.
- 15.11. The tenderer whose BAFO represents the best value for money, having obtained the highest overall score under the award criteria, shall be designated as the successful tenderer, subject to verification that no exclusion grounds apply.

16. AWARD CRITERIA

- 16.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

Award criterion	Weight	Evaluation method
Price	25 points	Tenderers shall complete the tender form referred to in clause 2 of chapter 7 Forms of the tender specifications and indicate their proposed daily rate. This daily rate applies to all working days performed by the expert. It will apply whether the expert works from Belgium (or remotely) or is on mission abroad. Tenderers are invited to take this into account when preparing their price proposals and to propose an average rate. The offer with the lowest daily rate will receive the maximum number of points. For the other offers, this criterion will be evaluated based on the following proportionality rule: $B = [P(\text{lowest}) / P(\text{bid})] \times Z$ where: B = the number of points awarded to the bid under consideration. P(lowest) = the amount of the lowest regular bid. P(bid) = the amount of the bid under consideration. Z = the weighting for the price criterion. Prices will be compared including VAT.
Experience	45 points	In order to assess this criterion, the tenderer shall provide details of the proposed expert who will be responsible for the execution of the contract. To this end, the tenderer must submit the following documentation: • Curriculum vitae (CV) of the proposed expert; • List of relevant publications (if applicable); • List of references for similar assignments, in particular assignments related to labour market analysis, private sector engagement, OP-VET/VET, or similar technical assistance assignments, including team leadership roles; • List of assignments carried out in the targeted economic sector (CRM) and/or in one or more of the target countries (DR Congo, Guinea, Tanzania, Uganda); • Any other supporting documentation demonstrating relevant expertise and experience. The evaluation will take into account the following criteria: • Labour market and skills needs: experience in investment identification, labour market and value chain analysis, and skills needs mapping (10 points); • Private sector engagement: experience in working with the private sector, including identification of private-sector-related skills needs, PSE and PPP approaches (10 points); • TVET/OP-VET experience: experience in TVET, skills development, and transition to employment (10 points); • Contextual experience: field experience in the region and/or in the mining/CRM sector (10 points); • Soft skills: experience in team leadership, project management, and coordination of multi-stakeholder assignments (5 points). <u>Minimum requirement:</u> An excellent command of English and French (written and spoken) is a mandatory minimum requirement. Tenders proposing an expert who

Award criterion	Weight	Evaluation method
		does not meet this requirement shall not be considered for the qualitative evaluation. Compliance with this requirement shall be evidenced in the expert's CV. Where there is reasonable doubt regarding the expert's level of proficiency, Enabel reserves the right to request any supporting evidence it deems necessary.
Methodology	30 points	The tenderer shall submit a methodological note (maximum three pages) describing the proposed approach for the implementation of the assignment. The methodological note shall be prepared by the expert proposed for the implementation of the assignment. It may not be drafted by the tenderer's administrative staff or by any person who is not proposed to carry out the assignment. The methodological note will be assessed as a whole. Its quality will be evaluated taking into account, inter alia, the following criteria: • the expert's understanding of the assignment, its objectives, and expected deliverables; • the proposed approach to deliver the required technical assistance; • the proposed approach to coordinating and leading the team of experts; • the extent to which the approach is grounded in previous similar assignments and practical field experience.

17. AWARDING THE PUBLIC CONTRACT

- 17.1. The scores for the award criteria will be added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the declaration on honour of this tenderer and provided the control shows that the declaration on honour corresponds with reality.
- 17.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

18. CONCLUDING THE CONTRACT

- 18.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.
- 18.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 18.3. The full public contract consists of the following documents:
1. These tender specifications and their annexes;
 2. The approved BAFO and all of its annexes;
 3. The registered letter notifying the award decision;
 4. Any later documents accepted and signed by both parties, as appropriate.

18.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.
2. These tender specifications derogate from Article 19 of the GIR (see Article 3 below).

SECTION (A) - GENERAL

1. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

2. MANAGING OFFICIAL (ART. 11)

- 2.1. The managing official for this public contract is **Ms Charlotte Vanstallen, VET & Employment Expert – Liaison Officer**. The managing official is responsible for overseeing the performance of the contract.
- 2.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the service provider. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 2.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving services, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 2.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 0 of chapter 1 General Remarks.
- 2.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

3. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 3.1. The contracting authority acquires the intellectual property rights created, developed, or used during the execution of the contract.
- 3.2. The contractor agrees to transfer to the contracting authority all economic rights related to copyright on all works covered by the contract (including texts, documents, graphics attached or incorporated into the contract, all preparatory works, etc.) created by them or their team. If the works are created by third parties, the contractor guarantees that they have acquired all exclusive rights and can transfer them to the contracting authority.

- 3.3. The costs for the transfer of these rights for all modes and forms of exploitation are fully included in the contract prices.
- 3.4. The service provider cannot claim any special compensation, damages, or indemnity for the use, in the context of the execution of this contract, of patents, licenses, copyrights, etc., for which it is assumed that they have taken into account the resulting costs when preparing their offer.
- 3.5. It is further specified that the contracting authority is in no way obliged to pay anything to a third-party holder (and/or operator) of a patent, license, etc., used for the execution of this contract. The selected service provider is solely responsible for their own execution processes, even if the requirements of this contract indirectly indicate that the use of a patent, license, etc., is necessary for the proper execution of the services covered by this special specification.
- 3.6. In summary, patent rights, licenses, royalties, copyrights, or miscellaneous fees are the responsibility of the contractor, who remains solely liable in the event of any claims.

4. CONFIDENTIALITY (ART. 18)

- 4.1. Service providers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.
- 4.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

5. PROTECTION OF PERSONAL DATA

5.1. Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for the tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

5.2. Processing of personal data by the service provider

During contract performance, the service provider 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 service provider is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

The personal data that will be processed are confidential. The service provider will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the service provider 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).

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. CONFORMITY OF PERFORMANCE (ART. 34)

The services must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

8. REPLACEMENT OF THE SERVICE PROVIDER (ART. 38/3, °1)

8.1. Scope

The clause may be applied in case the service provider is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the “GIR”) or after taking an ex officio measure (art. 47 of the “GIR”).

8.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the “GIR”, the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the service provider already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new service provider.

8.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract.

To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial service provider), the contracting authority shall address itself:

1. either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;
2. or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

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

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new service provider. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial service provider, and compared to the original tender of the new service provider. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new service provider), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial service provider by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR".

If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

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

Price revisions are not allowed under this contract.

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

- 10.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 10.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.
- 10.3. When activities are suspended, based on this clause 10.3, the service provider 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.
- 10.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
 1. The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 2. The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
 3. The suspension occurs during the contract's performance period.

11. UNFORESEEABLE CIRCUMSTANCES

- 11.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 11.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 11. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

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

- 12.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 12.2. Such price revision is only possible if both the following conditions apply:
 1. The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 2. Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 12.3. In the event of an increase in charges, the service provider must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract. In case of a reduction, there is no revision if the service provider proves that he paid the charges at the old rate.

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

- 13.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the service provider should normally have known about them.
- 13.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

14. SPECIFIC REVIEW CLAUSE – REPLACEMENT OF AN EXPERT (ART. 38)

- 14.1. The Contractor may propose the replacement of a member of the team/the consultant for all or part of the remaining duration of the contract, subject to the following conditions and procedures.
- 14.2. The Contractor shall submit to the Contracting Authority's Contract Manager the curriculum vitae of the proposed expert together with the expert's written agreement to provide services on behalf of the Contractor. The replacement shall only be accepted if the proposed expert has qualifications, experience and overall competence equivalent to those of the expert to be replaced.
- 14.3. The Contracting Authority reserves the right to approve or reject the proposed expert, even where the requirements set out above are met.
- 14.4. If the proposed expert is not approved, the Contractor may either retain one of the experts originally proposed or submit another replacement candidate for the Contracting Authority's consideration.

SECTION (F) - PERFORMANCE MODALITIES

15. DEADLINES AND TERMS (ART. 147)

- 15.1. The contract shall enter into force upon notification of the award decision and shall remain valid until December 2027.
- 15.2. The contract execution period is foreseen to run from September 2026 to December 2027.
- 18.5. The contract may be renewed up to three (3) times for successive periods of six (6) months. Any renewal shall be subject to Enabel's prior assessment of its satisfaction with the services provided by the Contractor. Where Enabel decides to renew the contract, it shall notify the Contractor in writing at least one (1) month before the expiry of the current contract period.

16. INSPECTION OF THE SERVICES (ART. 150)

- 16.1. If irregularities are identified during the performance of this contract, the service provider will be promptly notified by e-mail, followed by confirmation via registered letter. The service provider is required to rectify the non-compliant services.
- 16.2. The service provider must notify the managing official in writing, either by registered post or e-mail (with proof of the exact dispatch date), specifying the date on which the services will be available for inspection.

17. LIABILITY OF THE SERVICE PROVIDER (ART. 152-153)

- 17.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.
- 17.2. The service provider shall indemnify the contracting authority against any damages it may incur as a result of liability towards third parties arising from delays in the performance of the services or any failure by the service provider to fulfill its obligations.

SECTION (G) - MEANS OF ACTION

18. FAILURE OF PERFORMANCE (ART. 44)

- 18.1. The service provider shall be considered in breach of this public contract under the following circumstances:
 1. When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
 2. When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
 3. When the service provider fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the service provider either by registered post or e-mail (with proof of the exact dispatch date).

- 18.2. The service provider must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.
- 18.3. Any defects that can be attributed to the service provider may result in the application of one or more measures as provided in Articles 45 to 49, 154 and 155 of the "GIR".

19. FINES FOR DELAY (ART. 46 AND 154)

- 19.1. Fines for delay differ from penalties referred to in Article 45 of the "GIR". They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.
- 19.2. Fines for delay are calculated, according to Article 154 of the "GIR", at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of all or part of the services that were performed with the same delay.
- 19.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.
- 19.4. Without prejudice to the application of these fines, the service provider shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

20. MEASURES AS OF RIGHT (ART. 47 AND 155)

20.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the service provider has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 20.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the service provider has explicitly acknowledged the identified shortcomings.

20.2. 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. Completion of all or part of the unfulfilled contract by the contracting authority itself;
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 outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

SECTION (H) - END OF THE PUBLIC CONTRACT

21. ACCEPTANCE OF THE SERVICES PERFORMED (ART. 64 AND 156)

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

21.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.

21.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the “GIR” (clause 22).

21.4. If the services are completed before or after the expected date, the service provider must notify the managing official by registered letter or electronic mail that provides equivalent assurance of the exact date of dispatch, and shall request that the acceptance procedure be carried out.

21.5. The acceptance process is final and concludes the services under the contract.

22. INVOICING AND PAYMENT (ART. 66-72 AND 160)

22.1. The contracting authority shall verify and pay the amount due to the service provider within a processing period of thirty days from the date on which it is established that all or part of the services have been completed, the terms of which shall be laid down in the contract documents. However, payment can only be made if the contracting authority is in possession of the duly established invoice.

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

22.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following addresses: Joseph.Asfour@enabel.be and Charlotte.Vanstallen@enabel.be

22.4. In accordance with Directive 2014/55/EU and the Royal Decree of 9 March 2022 on public procurement specifying the obligation for companies to use electronic invoicing, the contractor must use an electronic invoicing system.

If the contractor is registered with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) in Belgium, he can use the Belgian [Mercurius](#) portal to receive electronic invoices in accordance with the standards and rules in force.

Non-Belgian contractors can use one of the certified access points on the international network [Peppol](#). To access the list of service providers offering the use of these access points: <https://peppol.org/members/peppol-certified-service-providers/>

22.5. Payment will be made in one installment upon provisional acceptance of the services.

23. ADVANCE PAYMENTS

23.1. In accordance with Article 12/1, §2, 1° of the Belgian Act of 17 June 2016 on Public Procurement, an advance payment may be granted to the service provider. The payment of such an advance is, however, subject to the submission of a written and dated request.

23.2. The amount of the advance shall be 15% of the initial contract amount, including all applicable taxes.

23.3. The payment of the advance may be suspended if Enabel determines that the service provider has failed to comply with its contractual obligations or is in breach of Article 7 of the Belgian Act of 17 June 2016 on Public Procurement.

5 TERMS OF REFERENCE

1. GENERAL INFORMATION

Background, need, Rationale	This Technical Assistance (TA) responds to a request submitted by Enabel (lead requester) and UNIDO in four targeted countries: DR Congo, Guinea, Tanzania and Uganda. The request focuses on the Critical Raw Material (CRM) sector and its promising outlooks for employment in the four targeted countries. It docks on several planned investment initiatives in the respective countries, driven by the private sector. The TA aims to identify skills needs and skills gaps in the CRM sector, to feed into a ‘Skills Atlas’ for selected CRM value chains in Uganda, Tanzania, DRC, and Guinea, targeting both direct and indirect jobs and including recommendations for opportunity-driven skills development and TVET measures. Strategic Context and Relevance The CRM value chains — mainly iron, bauxite/gallium, graphite, and cobalt/copper— are highly relevant in the context of the DR Congo, Guinea, Tanzania, and Uganda as they reflect both the countries’ existing production profiles and their strategic importance in global and regional mineral markets. These minerals are present and economically significant across the four countries, spanning both artisanal and small-scale mining (ASM) & large-scale mining (LSM), and are embedded in increasingly interconnected regional value chains. All four countries are experiencing rapid growth in CRM-related investments, driven by rising global (notably European) demand and reinforced by policy frameworks such as the EU Critical Raw Materials Regulation. This creates substantial current and future demand for skilled labour along the full mining value chain, from exploration and extraction to processing and refining. In addition to the EU’s Critical Raw Material Regulation, which took effect in 2021 and 2024 respectively, the request also aligns with the objectives of the 2021-2027 NDICI-Global Europe instrument. Focusing on selected CRM value chains in the Skills Atlas will make it possible to capture where concrete employment opportunities are most likely to expand, while addressing a critical gap: the lack of comprehensive, comparable data on skills needs and skills gaps in these sectors across countries. By targeting value chains that are already operational or emerging in each country, and that attract both public and private investment, the analysis ensures direct relevance for national programmes and regional cooperation. It also maximises the potential for local content development, decent work creation, and alignment of education and training systems with real economic opportunities in the four countries. Key mineral value chains have already been pre-identified — each prevalent and economically significant across the selected countries (mainly Iron, Bauxite/Gallium, Graphite, Cobalt/Copper).
Geographic focus of the request	Multi-country: DR Congo, Guinea, Tanzania, Uganda
Type(s) of support	The Lead Expert/Labour Market and OP-VET expert will act as a Team Lead of the TA experts team (of up to 8 experts), ensuring overall coordination and quality assurance of the TA work across all phases and countries. Their expertise will be focused on labour-market analysis/private sector demand, with a strong OP-VET focus. The expert should become familiar with the OP-VET approach, its characteristics and objectives, making sure that the approach is applied in all relevant aspects of the TA support. He/She will lead the

	analysis of labour market dynamics and investments mapping in the CRM sector in order to identify, together with a sectoral CRM expert, key value chains to prioritise for the further TA support. Following up on this analytical phase, he/she will lead the work to develop a 'Skills Atlas' for the selected CRM value chains, covering skills needs for direct and indirect jobs in all four countries. The expert's work will also be critical in formulating targeted OP-VET recommendations to strengthen and sustain OP-VET training in selected value chains, and to foster regional exchange and learning around CRM and skills development. In addition to the experience in managing a team of multidisciplinary experts, the Team Lead/Labour Market and OP-VET expert is expected to demonstrate solid experience in investments mapping and labour market analyses, skills development strategies, private sector engagement, and value chain approaches. The TA lead expert will contribute in multiple capacities: • Team Coordinator – organise the work of the experts throughout the TA, define roles and responsibilities, and ensure the experts are working as a team, contributing to a well-integrated and results-oriented joint effort. • TA Facilitator - actively contribute to the design of Phase 2 of the TA support (targeted deep-dive support), through planning, targeting of needed expert profiles, workplan preparation, ... • Technical Advisor – provide expert input and strategic guidance throughout the assignment for all needed deliverables. • OP-VET Quality Assurer – ensure that the deliverables integrate the OP-VET approach, that the approach is well integrated by all experts and raising awareness of stakeholders and partners on the approach and its added-value. The Lead expert will be complemented by a team of (sectoral) experts, who will provide the necessary support related to their expertise domain.
Key thematic areas	Critical Raw Material (CRM), Opportunity-driven skills development and VET (OP-VET), Skills needs mapping

2. OBJECTIVES AND EXPECTATIONS

General objective	The core objective of this regional CRM TA support is to identify investment-related employment needs and skills gaps in four countries (DR Congo, Guinea, Tanzania and Uganda) in order to develop a regional ' Skills Atlas ' covering direct and indirect jobs along selected CRM value chains .
Specific objectives	1. Output 1: A mapping of promising CRM value chains (= with high potential for employment) has been done in the four targeted countries and phase 2 of the TA support has been outlined 2. Output 2: A regional 'Skills Atlas' covering both direct and indirect jobs along the selected CRM value chains has been developed 3. Output 3: OP-VET recommendations to strengthen and sustain OP-VET training in selected CRM value chains in the four targeted countries have been developed and a regional learning event has been organised

Activities	Activity 1: Analytical deskwork phase (Phase 1) – Analysis of CRM value chains with high potential for employment in the four selected countries and planning of TA phase 2 1.1 Conduct an analysis of the country-specific CRM sector in all four targeted countries: desk review, synergies with already available CRM studies (AFD, GIZ, ...), interviews with key informants and stakeholders (TA requesters, public and private CRM stakeholders, (potential) investors, TVET actors, ...) 1.2 Identify criteria for the prioritisation and selection of promising CRM value chains with recommendations for selection (see Activity 2) 1.3 Define way forward for the TA, including information on planned methodology and TA expertise set-up (Phase 2) Activity 2: Targeted deep-dive TA support (Phase 2) - Elaboration of the ‘Skills Atlas’ for selected CRM value chains in the four targeted countries (this activity will be further developed based on the findings of Activity 1) 2.1 Preparatory methodological work for the elaboration of the ‘Skills Atlas’ in the four targeted countries, with the confirmed final selection of CRM value chains (taking into account the UNIDO Skills Mapping Methodology – SMM) 2.2 Elaborate the regional ‘Skills Atlas’ with the involvement of key stakeholders Activity 3: Targeted deep-dive TA support (Phase 2) - Production of an OP-VET note with recommendations to strengthen and sustain OP-VET training in line with the regulatory framework in selected CRM value chains in the four targeted countries, and to foster regional learning 3.1 Elaborate a note with targeted OP-VET recommendations to strengthen and sustain training in selected CRM value chains 3.2 Prepare a regional learning event to present and discuss findings from the TA support and foster cross-country exchange (format tbc) 3.3 Produce actionable recommendations for measures to stimulate regional exchange and dialogue on CRM value chains across countries (including the four targeted countries and beyond).
------------	--

3. DELIVERABLES

Description	Output 1: Deliverable 1.1: Analytical report presenting the CRM value chains in the four targeted countries, contextualised for each country and including a comprehensive mapping of current and upcoming investments in the CRM sectors across Uganda, Tanzania, DRC, and Guinea, including an identification of major public and private sector projects (operational, under development, and planned) in the key CRM value chains (including potential subcontractors). The analysis should take into consideration relevant studies and mappings already existing to avoid duplication and ensure synergies. Deliverable 1.2: Prioritisation criteria for the selection of promising CRM value chains (= with high potential for employment) in the four targeted countries, including methodology TA expertise set-up. Deliverable 1.3: An OP-VET methodology note to define the process for the further TA support. Output 2: Deliverable 2.1: ‘Skills Atlas’ covering both direct and indirect jobs along selected CRM value chains in DR Congo, Guinea, Tanzania and Uganda.
-------------	--

	<u>Deliverable 2.2:</u> Concrete recommendations for a regional exchange among stakeholders of the four targeted countries to encourage mutual learning and dialogue. Output 3: <u>Deliverable 3.1:</u> An OP-VET note with targeted and actionable recommendations for international cooperation actors' (including Enabel and UNIDO, including other future) programs in-country, to 1) strengthen and sustain OP-VET trainings in the selected CRM value chains and 2) apply the applicable EU Critical Raw Material Regulations. <u>Deliverable 3.2:</u> Regional event to present findings/recommendations from OP-VET TA support on CRM value chains to encourage mutual learning and knowledge sharing (format tbc). <u>Deliverable 3.3:</u> OP-VET note with actionable recommendations for measures to stimulate regional exchange and dialogue on CRM value chains across countries (including the four targeted countries and beyond). In addition to TA-related deliverables, the expert is required to produce an assignment report at the end of the TA support (jointly with the TA experts) and to fill out an individual TA Feedback survey (to be provided by the TA Facility team).
Proposed timeline	TA start: September 2026 (for an indicative period of 15 months) Given the broad regional and sectoral scope of the TA request, the TA Facility proposes a 2-step approach for the TA support, which will ensure that the assignment remains operational, focused and actionable at national and regional level: 1. Phase 1: Initial analytical phase, including a review of existing studies and the definition of clear prioritisation criteria for the selection of CRM value chains: cf. Activity 1: Analytical deskwork phase – Analysis of CRM value chains with high potential for employment in the four selected countries and planning of TA phase 2 (see activities 2 and 3 below) ➔ This phase is expected to take place mostly remotely, building on desk review, analysis of secondary sources and interviews with the TA requesters and other key informants. 2. Phase 2: Targeted deep-dive support phase focusing on selected value chains, occupations and investment-derived opportunities, resulting in a 'Skills Atlas': cf. Activity 2: Targeted deep-dive TA support - Elaboration of the 'Skills Atlas' for selected CRM value chains in the four targeted countries and Activity 3: OP-VET recommendations to strengthen and sustain OP-VET training and regulatory framework in selected CRM value chains in the four targeted countries, and foster regional learning. ➔ This phase may be concluded with a regional stakeholder meeting and validation workshop to confirm proposals, findings and way forward (tbc during Phase 1).

4. PLANNING

Location	Remote support with possible in-country missions (DR Congo and/or Guinea and/or Tanzania and/or Uganda) – to be defined throughout the TA support.
Timeframe and deadline	The estimated workload amounts to 80 working days over the span of the TA Action (starting September 2026 for a duration of 15 months).
Time schedule per expert	80 working days (September 2026 –December 2027)
Logistical info	Possible in-country missions will be decided throughout the TA support with sufficient time ahead and are subject to possible travel restrictions depending on the local/regional situation. Eligible travel expenses will be reimbursed by Enabel as per the provisions of this tender and upon presentation of the applicable justification documents and related timesheet approved by the contracting authority.
Timing for the deliverables	Deliverables 1.1, 1.2 and 1.3 (related to Output 1) should be finalised in December 2026. The timeline for the submission of the other deliverables (related to Outputs 2 and 3) will be finetuned during Phase 1 (Output 1) of the TA support, in close coordination with the TA requester and the TA implementing agencies.

6 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

1. Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 0 of chapter 7 Forms);
2. Tender form - Price (clause 2 of chapter 7 Forms)
3. The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 3 of chapter 7 Forms);
4. All documents demanded in clause 16 of chapter 3 Award Procedure (award criteria);
5. The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
6. Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

Attention:

The contracting authority is required to verify the absence of exclusion grounds concerning the prospective awardee, on the basis of the following supporting documents:

- A criminal record extract in the name of the tenderer (legal entity) or its representative (natural person) if no criminal record exists for legal entities.
- A document proving that the tenderer is in compliance with social security contributions.
- A document proving that the tenderer is in compliance with tax obligations.
- A document proving that the tenderer is not in a state of bankruptcy, liquidation, cessation of activities, or judicial reorganization.

These documents do not need to be attached to the offer as the declaration of honor is accepted by the contracting authority as prima facie evidence in place of these documents.

However, for documents that are not accessible through a free national database in a member state of the European Union, the tenderer must be able to provide proof within 3 business days following the contracting authority's request. Therefore, it is highly recommended that tenderers do not wait for the contracting authority's request and promptly seek the necessary documents from the competent authorities in the country where they are established. Indeed, the processing times for obtaining certain documents can be lengthy.

1. IDENTIFICATION FORM

1.1. Natural person

This form must be completed, signed and accompanied by a legible photocopy of the identity document.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

I. PERSONAL DATA	
FAMILY NAME(S) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	☐ Duly registered independent ☐ Unregistered self-employed (no official formalisation) ☐ other (please specify):
REGISTRATION NUMBER (if applicable)	
VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	

1.2. Private/public-law entity with a legal form

This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	• FOR PROFIT • NOT FOR PROFIT • NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

2. TENDER FORM – PRICE

By submitting this bid, the tenderer undertakes to fulfil this contract in accordance with the provisions of the present special specifications and explicitly declares to accept all the conditions listed in this document and to waive any possible derogatory provisions, such as their own conditions.

Description	Unit Price Excl. VAT Daily rate (8 hours of work) proposed for the consultant	VAT Rate	Presumed quantity (Working Days)	Total Price Excl. VAT = Unit Price × 80	Total Price Incl. VAT = Unit Price × 80
All services covered by the contract			80		

Note*:

The total tender price shall be obtained by multiplying the estimated quantity of 80 man-days by the proposed unit price per man-day.

The estimated quantity is indicative only and does not constitute a commitment on the part of Enabel.

3. DECLARATION ON HONOUR - EXCLUSION GROUNDS

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

** Please tick the boxes to confirm each situation*

- ☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**
 - a. Participation in a criminal organization;
 - b. Corruption;
 - c. Fraud;
 - d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
 - e. Money laundering or terrorism financing;
 - f. Child labor and other forms of trafficking in human beings;
 - g. Employment of third-country nationals in illegal residence;
 - h. Creation of offshore companies.
- ☐ **The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**
- ☐ **The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**
- ☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**
 - a. Breach of Enabel's policy on sexual exploitation and abuse;
 - b. Breach of Enabel's policy on fraud and corruption risk management;
 - c. Violation of local legislation concerning sexual harassment at work;
 - d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
 - e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

- ☐ The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.
- or**
- ☐ The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.
- ➔ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*
- ☐ **The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**

- ☐ The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.
- ☐ The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium.

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

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

8 FORMAL APPROVALS OF THE TENDER SPECIFICATIONS AND LAUNCH DECISION

The approval of these tender specifications constitutes the decision to launch the procedure and serves as agreement to its terms and conditions.

Done in Brussels, 13 July 2026,

Charlotte Vanstallen

VET & Employment Expert - Liaison Officer

Marie Sculier

Contract Support Manager – Global Projects