Enabel

TENDER SPECIFICATIONS

Public service contract for “**Support to Business Support Organizations (BSOs) and Small and Medium-sized Enterprises (SMEs) in The Gambia**”

Reference №: **GMB23001-10035**

Country: **Gambia**

Open Procedure

Deadline for requesting clarifications:	Until the **tenth day** before the deadline for submission of tenders
Deadline for submission of tenders:	**1 September 2026** at **12:00 (Gambia local time)**

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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 Gambia, is represented by :

Name	Position
Ndey Haddy JENG	Project Manager, Boosting Gambian Talents Project

1.4. **Attention : even if Enabel as contracting authority is based in Belgium, Enabel has different "permanent establishments" in partner countries, who are 'customer' in the sense of tax legislation.[1] As a result, services of this contract are deemed to be located in Gambia and applicable tax legislation is legislation of Gambia. For more information on this tax regime, you can contact Fatou Manneh, Procurement administrator (clause 3 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

2.1. The following, among others, apply to this public contract:

(a) The Law of 17 June 2016 on public procurement;

(b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;

(c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;

(d) The Law of 17 june 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;

(e) Circulars of the Prime Minister with regards to public procurement;

(f) Enabels policy regarding sexual exploitation and abuse – June 2019;

(g) Enabels 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;

[1] **Article 13a of Council Implementing Regulation (EU) No 1042/2013: The place where a non-taxable legal person is established, as referred to in the first subparagraph of Article 56(2) and Articles 58 and 59 of Directive 2006/112/EC, shall be: the place where the functions of its central administration are carried out, or the place of any other establishment characterised by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable it to receive and use the services supplied to it for its own needs (= permanent establishment).**

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 public contract is a service contract for provision of: Consultancy services to support Business Support Organizations (BSOs) and Small and Medium-sized Enterprises (SMEs) in The Gambia under the Boosting Gambian Talents project. The services include diagnostics, capacity building, coaching and technical assistance, development of tailored support plans, international mobility and partnership facilitation, follow-up support, monitoring, evaluation and capitalization.

1.2. Services required in this public contract fall under the CPV code(s):

(a) 79411100-9.

2. LOTS

2.1. This public contract comprises **2 (two)** lots, each of which is indivisible.

2.2. The tenderer may submit a tender for **all lots**.

2.3. A tender for part of a lot is inadmissible.

2.4. The lots are:

Lot N°	Lot description
1.	Boosting Business Support organizations
2.	Small and Medium Entreprises support

2.5. The tenderer **MAY NOT** offer discounts or better conditions in their tender if these lots are awarded to them.

3. ITEMS

3.1. Each lot of this public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.

3.2. These items are grouped together to form one single lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

4. DURATION OF THE PUBLIC CONTRACT

4.1. This public contract starts **upon award notification** and lasts for **24 (twenty-four) months for lot 1, and 36 (thirty-six) months for lot 2.**

4.2. This public contract **MAY NOT** be renewed.

4.3. Without prejudice to measures as of right, the contract may be terminated each year by the contracting authority, giving notice by registered letter to be sent 90 calendar days before the anniversary date of the contract. Termination of the contract under the above conditions does not give rise to any right to compensation.

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. BLOCKS

7.1. This public contract is divided into **1 fixed block** and **1 conditional block for lot 1, and 1 fixed block** and **4 conditional blocks for lot 2**.

7.2. The conclusion of this public contract encompasses the entirety of the contract but commits the contracting authority only to the fixed block.

7.3. The performance of each conditional block is contingent upon a decision made by the contracting authority. Such decisions will be communicated to the successful tenderer through a letter signed by the contracting authority.

7.4. The performance of the conditional blocks may not change the global nature of the contract.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through an Open Procedure pursuant to Article 36 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

2.1. The following official platforms:

(a) The Belgian Public Tender bulletin (https://www.publicprocurement.be/bda)

(b) TED (Tenders Electronic Daily) - Official Journal of the EU, dedicated to European public procurement

2.2. The following platforms:

(a) Website of Enabel (www.enabel.be);

(b) Website of the OECD (Organisation for Economic Co-operation and Development);

(c) Belgian Public Tender bulletin (BDA);

(d) Official Journal of the European Union (OJEU).

3. FURTHER INFORMATION

3.1. **Public procurement administrator**

The awarding of this public contract is coordinated by:

Fatou Manneh

Procurement administrator

fatou.manneh@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.

3.2. **Requesting clarifications**

Prospective tenderers have until the **21th day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (fatou.manneh@enabel.be), and will be answered in the order received.

In accordance with Article 81 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes the establishment of his price or the comparison of tenders, within 21 days at the latest before the deadline for submission of tenders.

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

3.3. **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 available at the 15^{th} calendar day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

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 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **120 (one hundred and twenty) calendar days** from the tender reception deadline date.

5. DATA TO BE INCLUDED IN THE TENDER

5.1. 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.

5.2. The tender and all annexes to the tender form must be drawn up in:

(a) English.

5.3. 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.

5.4. 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.

5.5. The tenderer must use the tender forms provided in the annex:

(a) Identification form (clause 1 of chapter 8 Forms);

(b) List of subcontractors (clause 2 of chapter 8 Forms);

(c) Tender form - Prices (clause 3 of chapter 8 Forms)

(d) Declaration on honour - Exclusion grounds (clause 6 of chapter 8 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.

5.6. **The European Single Procurement Document (ESPD)** is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016 on public procurement, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

In accordance with Article 76, § 1, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, **failure to comply with the obligation to submit a European Single Procurement Document (ESPD) constitutes a substantial irregularity causing the tender to be null and void**.

5.7. The tenderer also attaches the following to his tender:

(a) All documents demanded for the application of qualitative selection (see clause 14 and 6 Selection file) and award criteria (see clause 16);

(b) The order of preference for the award of lots (see clause 2 of chapter 2 Subject-Matter and Scope of The Public Contract) ;

(c) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

(d) The statutes and any other document required to establish the power of attorney of the signer(s).

5.8. 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:

(a) Identification form (clause 1 of chapter 8 Forms);

(b) Declaration on honour - Exclusion grounds (clause 6 of chapter 8 Forms);

(c) European Single Procurement Document (ESPD) (clause 12);

(d) The statutes and any other document required to establish the power of attorney of the signer(s);

(e) The association agreement signed by each participant, clearly showing who represents the association.

5.9. 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. This is indicated in part II.B of the European Single Procurement Document (ESPD).

5.10. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 14 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

Where a tenderer relies on the capacity of other entities in the meaning of this clause 5.10, the tenderer, as appropriate, answers the question given in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes. **The tender also comprises a separate European Single Procurement Document (ESPD) for the entities in the meaning of this clause 5.10.**

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

7.1. Lot 1 : This public contract is a **lump-sum price** contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.

7.2. Lot 2 : This public contract is a **lump-sum price** contract, meaning the global price is a flat fee that covers the whole of the contract or each of the items listed in the inventory.

7.3. 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.

8. ELEMENTS INCLUDED IN THE PRICE

8.1. The tenderer is to include in its global prices any charges and taxes generally applicable to services under the tax legislation of The Gambia, with the exception of value-added tax. For this contract, VAT is fully exempted and should not be included in the financial offer. In accordance with the rules of the Gambia Revenue Authority, Enabel will withhold tax at source from payments due under the contract at a rate of 8% for resident/local contractors and 10% for non-resident/international contractors.

8.2. The global prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:

(a) Administrative management and secretariat services;

(b) Travel, transportation, and insurance;

(c) Documentation related to the services;

(d) Delivery of documents or records associated with the performance of the contract;

(e) Packaging;

(f) Training required for operation;

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

(h) Customs and excise duties for equipment and products used;

(i) Enabel will be responsible for the logistics related to bootcamps/boost camps and international mobility of beneficiaries, including visa applications, flights, accommodation and related arrangements. For international travel undertaken by the service provider’s own staff, the service provider shall be responsible for its staff’s travel and accommodation arrangements, and the related costs shall be included in the financial offer.

(j) Acceptance costs.

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

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

9.1. Without prejudice to any variants, the tenderer may only submit one tender per lot.

9.2. *Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement, and this because, due to the specialised nature of the public contract, the use of electronic means of communication requires specialised tools, resources or file formats not generally available or where the tools, resources or file formats required are not supported by generally available applications.*

9.3. *The specific reasons for requiring the use of paper tenders are: Due to the local operating context in The Gambia and the limited reliability of internet access for some local economic operators, the contracting authority considers that mandatory submission of tenders through the e-tendering platform may restrict effective access to the procurement procedure and create unequal conditions of participation. In these specific circumstances, and in order to ensure equal treatment, effective competition and accessibility for all interested economic operators, the contracting authority considers that it is not appropriate to impose the mandatory use of electronic means of communication for the submission of tenders. Therefore, tenders shall be submitted in paper format only, by post, courier service or hand delivery, in accordance with the tender documents.*

9.4. The tenderer submits their tender as follows:

One original copy of the completed tender shall be submitted on paper.

The tenderer shall attach copies of the documents requested in these tender specifications. These copies may be submitted as one or more PDF files on a USB stick.

The submission is to be made in a properly sealed envelope, bearing the following information:

Tender: **GMB23001-10035 - Support to Business Support Organizations (BSOs) and Small and Medium-sized Enterprises (SMEs) in The Gambia**
To the attention of: **Fatou Manneh, Procurement administrator**.

9.5. **The tender must be submitted before Tuesday 1 September 2026, at 12:00 (Gambia local time)**, in one of the following ways:

(a) By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:

Enabel in the Gambia, Aziz Mall, Bertil Harding Highway, First floor Unit F10 & F11, Kololi, The Gambia

(b) Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 9.5 (a).

9.6. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 9. A tender submitted by email will be discarded.**

10. TENDER SIGNATURE

10.1. **The tender and all accompanying documents must be numbered and signed (original hand-written signature) by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.

10.2. Signatures 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.

10.3. 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.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

11.1. Tenders must be in the possession of the contracting authority before **Tuesday 1 September 2026** at **12:00** **(Gambia local time)**.

11.2. The tender opening session will take place behind closed doors at the address given under clause 9 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

12.1. By submitting their tender together with the European Single Procurement Document (ESPD), the tenderer officially declares on his honour that:

(a) They are not in any of the mandatory or facultative exclusion cases, which must or may lead to their exclusion;

(b) They meet the selection criteria established by the contracting authority for this contract.

12.2. The European Single Procurement Document (ESPD) is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties. As provided in Article 73 of the Law of 17 June 2016 on public procurement, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

12.3. The tenderer may either complete the European Single Procurement Document (ESPD) attached to these tender specifications (see clause 1 of chapter 9 ESPD model) or generate their document via the website: https://uea.publicprocurement.be/. He then attaches it to his tender.

12.4. More information, and a service manual (in French), including guidelines for enterprises, is available through: https://bosa.belgium.be/sites/default/files/documents/DUME_man_espd_entreprise_fr_200.pdf

12.5. Where the tender is submitted by a group of economic operators, it must **include a European Single Procurement Document (ESPD) for each of the participants in the group**. 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. This is indicated in part II.B of the European Single Procurement Document (ESPD).

12.6. Where a candidate or tenderer relies on the capacity of other entities (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 14 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the candidate or tenderer, as appropriate, answers the question in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes.
The tender also **comprises a separate European Single Procurement Document (ESPD) for the entities in the meaning of this clause 12.6.**

12.7. In accordance with § 2 of Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, regarding **part IV of the European Single Procurement Document (ESPD) on the selection criteria**, the contracting authority has decided to limit the information to be filled out to one single question, namely whether the economic operator fulfils the required selection criteria, in accordance with the section **"Global indication for all selection criteria"**. So, only this section must be completed.

13. EXCLUSION GROUNDS

13.1. The mandatory and facultative grounds for exclusion are provided in the European Single Procurement Document (ESPD).

13.2. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 14 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

13.3. The contracting authority may, at any time during the procedure, request the tenderer to provide all or part of the supporting documents, if necessary, to ensure the smooth progress of the procedure. 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. However, the tenderer is not required to submit any supporting documents or evidence if the contracting authority can directly access the necessary certificates or information through a free national database in a Member State.

13.4. 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.

13.5. <u>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.</u>

13.6. 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.

13.7. With the exception of the exclusion grounds relating to tax and social security, a tenderer in one of the mandatory or optional exclusion situations may demonstrate, on their own initiative, that they have paid or undertaken to pay compensation for any damage caused by the criminal offence or fault. They must also demonstrate that they have fully clarified the facts and circumstances by cooperating with the authorities responsible for the investigation, and have taken specific technical, organisational, and personnel measures to prevent any further criminal offence or fault.

13.8. **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.

14. QUALITATIVE SELECTION

14.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.

14.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 16 subject to the regularity of these tenders.

14.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:

(a) all participants submitting a joint bid as a consortium of economic operators;

(b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

14.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion. The tender must also **include a separate European Single Procurement Document (ESPD) for each of these participants or entities**.

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

15. MODALITIES RELATING TO TENDER EXAMINATION AND REGULARITY OF TENDERS

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

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

The substantially irregular tenders are excluded.

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

The following irregularities are deemed substantial:

(a) failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law

(b) failure to comply with the requirements of Articles 38, 42, 43, § 1, 44, 48, § 2, clause 1, 54, § 2, 55, 83 and 92 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors and of Article 14 of the Law of 17 June 2016 on public procurement, insofar as they contain obligations vis-à-vis the tenderers

(c) failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents

(d) tenders that do not bear an original handwritten signature on the tender form

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

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	Criterion Weight (%)	Criterion Evaluation or Formula
Lots 1 & 2: Understanding of the Terms of Reference, the project's intervention logic, and market challenges	5	Any comments on the ToR for the successful execution of activities. Previous lessons learnt especially in execution of similar services in the region. Opinion on the key issues related to the achievement of the contract objectives and expected results. An explanation of the risks and assumptions affecting the execution of the contract.
Lot 1: Approach	25	Relevance of the proposed approach for strengthening BSOs and supporting entrepreneurial ecosystem development; Approach to international exchanges, partnerships, mobility and innovation tours; Consideration of gender and inclusion issues; Monitoring, evaluation, and capitalization approach; Added value: Innovative nature of the approach.
Lot 2: Approach	25	Relevance of the proposed approach for strengthening SMEs and supporting entrepreneurial ecosystem development. Approach to business coaching, growth acceleration and investment readiness. Approach to international exchanges, partnerships, mobility and innovation tours. Consideration of gender and inclusion issues; Monitoring, evaluation, and capitalization policy; Added value: Innovative nature of the approach.
Lots 1&2: Activity schedule	10	Distribution of activities, organization of the proposed consultancy in relation to the expected deliverables, description of the type of collaboration and complementarities (participatory and collective) with stakeholders, and timetable of activities.
Lot 1: Qualifications and experience of key experts	30	6 points for the Lead Expert in Entrepreneurship & Business Development, 6 points for the Entrepreneurship & Innovation Expert, and 6 points for each of the three Coach/Entrepreneurship Trainers
Lot 2: Qualifications and experience of key experts	30	5 points for the Lead Expert in Entrepreneurship & Business Development, 5 points for each of the two Entrepreneurship & Innovation Experts, and 3 points for each of the five Coach/Entrepreneurship Trainers

Only tenders with average scores of at least 50 points out of 70 points for the technical offer qualify for the financial evaluation.

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Lots 1 & 2: Financial offer	30	Points tender A = amount of lowest tender / amount of tender A * 30

For each lot for which it submits a tender, the tenderer must submit a technical and financial offer addressing the award criteria set out above.

16.2. The scores for the award criteria will 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 European Single Procurement Document (ESPD) of this tenderer and provided the control shows that the European Single Procurement Document (ESPD) corresponds with reality.

17. AWARDING THE PUBLIC CONTRACT

17.1. Each lot of this public contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot in question.

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.

17.3. The contracting authority also reserves the right to award only certain lots and may decide that the remaining lot(s) will be subject to one or more new contracts, if necessary through a different award procedure in accordance with Article 58, § 1, third paragraph of the Law of 17 June 2016 on public procurement.

18. CONCLUDING THE CONTRACT

18.1. In accordance with Article 88 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 succesful 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 contract consists of the following documents:

(a) These tender specifications and their annexes;

(b) The approved tender and all its annexes;

(c) The registered letter notifying the award decision;

(d) 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 do not derogate from the "GIR".

SECTION (A) - GENERAL

3. 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.

4. MANAGING OFFICIAL (ART. 11)

4.1. The managing official for this public contract is **Lot 1: Arturo BIGLIA & Lot 2: Philip GOMEZ**, **Project Officer Entrepreneurship and mobility**, email: arturo.biglia@enabel.be; philip.gomez@enabel.be. The managing official is responsible for overseeing the performance of the contract.

4.2. 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.

4.3. 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.

4.4. 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 1 of chapter 1 General Remarks.

4.5. 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.

5. CONFIDENTIALITY (ART. 18)

5.1. 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.

5.2. 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.

6. PROTECTION OF PERSONAL DATA

6.1. **Processing of personal data by the contracting authority**

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

6.2. **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).

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.

7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. 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

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

10.1. 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”).

10.2. 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.

10.3. 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:

(a) 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 ;

(b) 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.

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

11.1. Price revisions are **permitted** under this contract, subject to the conditions specified in these tender specifications and based on the Belgian Health Index (2013), available on the website https://statbel.fgov.be/en/themes/consumer-prices/health-index.

11.2. Price revisions may only be applied once per year, specifically on the contract's anniversary date. As from the second year, the service provider may submit a new price quote at the beginning of the year. The revised prices will only apply when they have been approved by the contracting authority.

11.3. The price revision is calculated using the following formula:

Price revision = (revision coefficient (k) - 1)

k = 1 * hi/HI
HI : health index of the month of the year of receipt of the initial tenders
hi : health index of the month of the year of receipt of the revision request

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

12.1. 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.

12.2. 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.

12.3. When activities are suspended, based on this clause 12.3, 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.

12.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:

(a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calender days, depending on whether the performance period is expressed in working days or calendar days;

(b) 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;

(c) The suspension occurs during the contract's performance period.

13. UNFORESEEABLE CIRCUMSTANCES

13.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.

13.2. 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 13. 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.

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

14.1. 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.

14.2. Such price revision is only possible if both the following conditions apply:

(a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and

(b) 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”.

14.3. 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.

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

15.1. 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.

15.2. 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 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

16. ORDER FORMS (ART. 146)

16.1. A conditional block can only be performed after an order form to that effect has been transmitted via a letter signed by the contracting authority.

17. DEADLINES AND TERMS FOR LOT 1 (ART. 147)

The service provider must complete the services within **36 (thirty-six) months**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.

18. DEADLINES AND TERMS FOR LOT 2 (ART. 147)

The service provider must complete the services within **36 (thirty-six) months**, starting from **the day to be set in an order form**.

19. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address: **The services shall be mainly performed in The Gambia, with Banjul as the main place of performance. Certain activities may also be performed in countries related to international mobility, notably in Europe/Belgium or in other relevant countries, in accordance with the Terms of Reference.**

20. INSPECTION OF THE SERVICES (ART. 150)

20.1. 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.

20.2. 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.

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

21.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.

21.2. 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

22. FAILURE OF PERFORMANCE (ART. 44)

22.1. The service provider shall be considered in breach of this public contract under the following circumstances:

(a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;

(b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;

(c) 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).

22.2. 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.

22.3. 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”.

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

23.1. 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.

23.2. 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.

23.3. 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.

23.4. 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.

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

24.1. 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 24.2 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.

24.2. The measures as of right are:

(a) 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;

(b) Completion of all or part of the unfulfilled contract by the contracting authority itself;

(c) 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

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

25.1. 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.

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

25.3. 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 26).

25.4. 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.

25.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

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

26.1. 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.

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

26.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Enabel in the Gambia, Aziz Mall, Bertil Harding Highway, First floor Unit F10 & F11, Kololi, The Gambia**.

26.4. Payment will be made in accordance with one of the following arrangements: See the tables below for each lot.

For lot 1 "Boosting Business Support organizations":

Activities	Deliverables per cohort	Inception phase
Scoping of the program	Scoping meeting report	100% of the total for the inception phase
Design of selection criteria	Criteria and selection process	
Activities	**Deliverables per cohort**	**Per cohort**
Selection of BSO and coaches	List of BSO selected	20% of the total for 1 cohort
Needs assessments	Diagnostic report (training module and ISPs)	
Boosting individuals	Bootcamp and support reports	25% of the total for 1 cohort
	Mobility program for each cohort	
Innovation tours	Interim report	25% of the total for 1 cohort
Change Management and Aftercare (approximately 4 months)	Updated diagnostics for each BSO after each bootcamp	20% of the total for 1 cohort
Monitoring, Evaluation, and Capitalization	Final report (data, etc.)	10% of the total for 1 cohort

For lot 2 "Small and Medium Entreprises support":

Activities	Deliverables per cohort	Period
Screening	List of SME	20% of the total for 1 cohort
Selection process and first diagnostic assessment	Diagnostic report for each SME	
Support (3months)	Bootcamp report	30% of the total for 1 cohort
	Personalized support plans for each SME	
	Digital catalog	
Entrepreneurial mobility and partnerships	Mobility monitoring tool	20% of the total for 1 cohort
Follow-up support	Business plan for each SME	10% of the total for 1 cohort
M&E	Monitoring tool update	20% of the total for 1 cohort
	final report	

27. ADVANCE PAYMENTS

27.1. Notwithstanding clause 26.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance may be granted to the service provider.

The amount of the advance is calculated by applying the following percentages to the reference value of the public contract:

(a) 20% if the winning tenderer is a micro-enterprise, i.e. a company that employs fewer than ten people and whose annual turnover or annual balance sheet total does not exceed two million euros;

(b) 10% if the winning tenderer is a small enterprise, i.e. a company that employs fewer than fifty people and whose annual turnover or annual balance sheet total does not exceed ten million euros;

(c) 5% where the winning tenderer is a medium-sized enterprise, i.e. a company that employs fewer than two hundred and fifty people and with an annual turnover not exceeding fifty million euros or an annual balance sheet total not exceeding forty-three million euros.

27.2. The advance is calculated on the basis of the reference value of the public contract, i.e.:

(a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;

(b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;

(c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

27.3. No advance is granted before:

(a) Notification of the conclusion of the public contract;

(b) A written dated demand submitted to the contracting authority;

(c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

27.4. Payment of the advance may be suspended if it is found that the service provider does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

27.5. The advance granted is charged to the amounts owed to the service provider, as follows: The first half of the advance payment shall be offset against the sums due to the service provider when the value of the services performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the service provider when the value of the services performed reaches 60 per cent of the original order amount.

5 TERMS OF REFERENCE

See annex.

6 SELECTION FILE

ECONOMIC AND FINANCIAL CAPACITY

1. MINIMUM TURNOVER

1.1. The tenderer must submit a statement of the total turnover and the turnover of the business activity that is the subject of the contract, for the last three available financial years, depending on the date of establishment or the date on which the economic operator commenced his business activities, insofar as the relevant turnover figures are available.

1.2. The annual minimum turnover that economic operators must achieve in the domain to which the contract relates:

Lot N°	Lot description	Minimum turnover
1.	Boosting Business Support organizations	100.000 euro
2.	Small and Medium Entreprises support	100.000 euro

1.3. For the following groups of lots, a mandatory minimum annual turnover is provided for in the event of award to the same tenderer: Where a tenderer submits a tender for both lots and may be awarded both lots, the required minimum annual total turnover shall be EUR 200,000. Therefore, if a tenderer submits a tender for more lots than can be awarded to them, the tenderer must indicate their order of preference for the award of these lots in their tender.

2. REFERENCES FOR SIMILAR EXECUTED PROJECTS

2.1. The tenderer must provide references for similar contracts performed over the past 5 years[2].

2.2. The tenderer shall include in their submission a list of the main similar contracts completed in the last 5 years, specifying the amount, dates, and the recipients (whether public or private).

2.3. Minimum requirements:

Lot N°	Minimum requirement
1.	The tenderer must demonstrate at least two (02) relevant assignments carried out during the last five years in The Gambia and/or West Africa, involving support to the structuring, organisational development and/or internationalisation of Business Support Organisations (BSOs). For each of the services listed, the tenderer must provide in his/her offer the **certificates of completion** (statement or certificate without major reservation) **and any supporting documents (contracts, invoices…)** approved by the entity which awarded the contract.
2.	The tenderer must demonstrate at least two (02) relevant assignments carried out during the last five years in The Gambia and/or West Africa, involving the provision of business development services to SMEs and/or support to SME internationalisation. For each of the services listed, the tenderer must provide in his/her offer the **certificates of completion** (statement or certificate without major reservation) **and any supporting documents (contracts, invoices…)** approved by the entity which awarded the contract.

Description of the main similar services performed	Amount involved	Relevant dates in the last 05 years	Name of the public or private bodies

3. SUBCONTRACTING

The tenderer must provide a description of the part of the contract that the service provider may wish to subcontract.

[2] The extension of the reference period from three to five years is justified by the specialised nature of the services and the limited number of comparable assignments in The Gambia and/or West Africa, in particular assignments combining entrepreneurship support, support to BSOs and SMEs, and international partnerships, exchanges, mobility initiatives, peer-learning or business linkage facilitation.

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

(a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);

(b) List of subcontractors (see clause 2 of chapter 8 Forms);

(c) Tender form - Prices (clause 3 of chapter 8 Forms)

(d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 6 of chapter 8 Forms);

(e) The European Single Procurement Document (ESPD) (for each participant for tenders submitted by a group as well as for other entities, in particular subcontractors or independent subsidiaries, whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude) (see clause 12 of chapter 3 Award Procedure);

(f) All documents demanded in 6 Selection file (see clause 14 of chapter 3 Award Procedure);

(g) All documents demanded in clause 16 of chapter 3 Award Procedure (award criteria);

(h) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 14 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;

(i) The order of preference for the award of lots (see clause 2 of chapter 2 Subject-Matter and Scope of The Public Contract);

(j) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

(k) 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);

(l) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

8 FORMS

1. IDENTIFICATION 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.

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

The tenderer shall include in his/her tender the power of attorney empowering the person signing the tender on behalf of the company, joint venture or consortium. In case of a joint venture, 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.

ACCOUNT HOLDER (1)			
ADRESS			
CITY		POSTAL CODE	
COUNTRY			
CONTACT			
LANDLINE		MOBILE	
E - MAIL			

BANK DETAILS

ACCOUNT NAME			
BANK NAME			
BRANCH ADDRESS			
CITY		POSTAL CODE	
COUNTRY			
ACCOUNT NUMBER (2)			
IBAN			
BIC/SWIFT CODE			

(1) The name or title under which the account has been opened, and not the name of the proxy.
(2) A copy of the Bank Account Identification Statement must be attached to the offer.

All payments will be made to the account number indicated. No changes will be allowed without the prior agreement of the Contracting Authority and the signature of an amendment.

2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

List of subcontractors planned to be engaged in the implementation of the contracts			
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged *(if applicable)*

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

Where a candidate or tenderer relies on the capacity of other entities in the meaning of paragraph 1, the candidate or tenderer, as appropriate, answers the question given in part II, C, of the European Single Procurement Document (ESPD) referred to in Article 38 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors. He also mentions for which part of the public contract he will rely on such capacity and which other entities he proposes. The tender also includes **a separate ESPD** for the entities in the meaning of paragraph 1.

Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

3. TENDER FORM - PRICES - LOT 1

The 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 (see detailed financial offer attached). All general and financial costs as well as the profits are distributed between the various items in proportion to their weight. Tenderers must, under penalty of substantial irregularity, give prices in euros and exclusive of VAT.

Lot	Lot description	Lump-sum price euros (€) exclusive of VAT*
Lot 1	Boosting Business Support organizations	… €

See detailed financial offer (price breakdown) attached.

The tenderer is to include in its global prices any charges and taxes generally applicable to services under the tax legislation of The Gambia, with the exception of value-added tax. For this contract, VAT is fully exempted and should not be included in the financial offer. In accordance with the rules of the Gambia Revenue Authority, Enabel will withhold tax at source from payments due under the contract at a rate of 8% for resident/local contractors and 10% for non-resident/international contractors.

Enabel will be responsible for the logistics related to bootcamps/boost camps and international mobility of beneficiaries, including visa applications, flights, accommodation and related arrangements. For international travel undertaken by the service provider's own staff, the service provider shall be responsible for its staff's travel and accommodation arrangements, and the related costs shall be included in the financial offer.

See also points 7 "Determination of prices", 8.2 "Elements included in the price" and 26 "Invoicing and payment".

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

The tenderer provide in his/her offer the CV's of the key experts proposed for implementing this services contract. Each key expert's CV shall be limited to a maximum of three pages with only one CV submitted per position identified in the Terms of Reference. The qualifications and experience of each key expert shall clearly match the profiles specified in the Terms of Reference. Copies of the diplomas of each key expert shall be included with the tender.

For lot 1, the consultancy team will be comprised of five key experts: a Lead Expert in Entrepreneurship & Business Development, an Entrepreneurship & Innovation Expert, and three Coach/Entrepreneurship Trainers. It should be noted that CVs must not be submitted for non-key experts.

By submitting this tender, the tenderer explicitly declares that the following key experts are available for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the methodology[3]. Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority[4].

Key experts	From	To
Key expert 1: Lead Expert in Entrepreneurship & Business Development		
Name: …	September 2026	August 2028
Key expert 2: Entrepreneurship & Innovation Expert		
Name: …	September 2026	August 2028
Key expert 3: Coach/Entrepreneurship Trainer 1		
Name: …	September 2026	August 2028
Key expert 4: Coach/Entrepreneurship Trainer 2		
Name: …	September 2026	August 2028
Key expert 5: Coach/Entrepreneurship Trainer 3		
Name: …	September 2026	August 2028

* Tenderers submitting offers for both lots must ensure that the key experts proposed for Lot 1 are different from those proposed for Lot 2. The same key expert may not be proposed for more than one lot.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

[3] Any expert working on another contract, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates / period included by a key expert in his/her statement of availability must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

[4] In case of replacement, the expert's qualifications and experience must be at least as high as those of the expert proposed in the tender.

4. TENDER FORM - PRICES - LOT 2

5. The 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 (see detailed financial offer attached). All general and financial costs as well as the profits are distributed between the various items in proportion to their weight. Tenderers must, under penalty of substantial irregularity, give prices in euros and exclusive of VAT.

Lot	Lot description	Lump-sum price euros (€) exclusive of VAT*
Lot 2	Small and Medium Entreprises support	… €

See detailed financial offer (price breakdown) attached.

The tenderer is to include in its global prices any charges and taxes generally applicable to services under the tax legislation of The Gambia, with the exception of value-added tax. For this contract, VAT is fully exempted and should not be included in the financial offer. In accordance with the rules of the Gambia Revenue Authority, Enabel will withhold tax at source from payments due under the contract at a rate of 8% for resident/local contractors and 10% for non-resident/international contractors.

Enabel will be responsible for the logistics related to bootcamps/boost camps and international mobility of beneficiaries, including visa applications, flights, accommodation and related arrangements. For international travel undertaken by the service provider’s own staff, the service provider shall be responsible for its staff’s travel and accommodation arrangements, and the related costs shall be included in the financial offer.

See also points 7 “Determination of prices”, 8.2 ”Elements included in the price” and 26 “Invoicing and payment”.

Done at:

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

The tenderer provide in his/her offer the CV's of the key experts proposed for implementing this services contract. Each key expert's CV shall be limited to a maximum of three pages with only one CV submitted per position identified in the Terms of Reference. The qualifications and experience of each key expert shall clearly match the profiles specified in the Terms of Reference. Copies of the diplomas of each key expert shall be included with the tender.

For lot 2, the consultancy team will be comprised of eight key experts: a Lead Expert in Entrepreneurship & Business Development, two Entrepreneurship & Innovation Experts, and five Coach/Entrepreneurship Trainers. It should be noted that CVs must not be submitted for non-key experts.

By submitting this tender, the tenderer explicitly declares that the following key experts are available for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the methodology[5]. Key experts will not be replaced during the implementation of the contract without prior written approval by the contracting authority[6].

Key experts	From	To
Key expert 1: Lead Expert in Entrepreneurship & Business Development		
Name: …	September 2026	August 2029
Key expert 2: Entrepreneurship & Innovation Expert 1		
Name: …	September 2026	August 2029
Key expert 3: Entrepreneurship & Innovation Expert 2		
Name: …	September 2026	August 2029
Key expert 3: Coach/Entrepreneurship Trainer 1		
Name: …	September 2026	August 2029
Key expert 4: Coach/Entrepreneurship Trainer 2		
Name: …	September 2026	August 2029
Key expert 5: Coach/Entrepreneurship Trainer 3		
Name: …	September 2026	August 2029
Key expert 6: Coach/Entrepreneurship Trainer 4		
Name: …	September 2026	August 2029
Key expert 7: Coach/Entrepreneurship Trainer 5		
Name: …	September 2026	August 2029
Key expert 8: Coach/Entrepreneurship Trainer 6		
Name: …	September 2026	August 2029

* Tenderers submitting offers for both lots must ensure that the key experts proposed for Lot 1 are different from those proposed for Lot 2. The same key expert may not be proposed for more than one lot.

Date:

By (Name of entity):

Represented by (Full name):

Signature of authorised representative:

[5] Any expert working on another contract, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates / period included by a key expert in his/her statement of availability must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

[6] In case of replacement, the expert's qualifications and experience must be at least as high as those of the expert proposed in the tender.

6. 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:			

9 ESPD MODEL

1. ESPD MODEL

See annex.

The ESPD form must be signed (original hand-written signature) by the tenderer or his/her representative.

Where the tender is submitted by a group of economic operators, it must include a signed European Single Procurement Document (ESPD) for each of the participants in the group. 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. This is indicated in part II.B of the European Single Procurement Document (ESPD).

In accordance with Article 76, § 1, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, failure to comply with the obligation to submit a signed European Single Procurement Document (ESPD) constitutes a substantial irregularity causing the tender to be null and void.