ERRATUM –
TENDER SPECIFICATIONS

Public Service Contract for Supporting the Investment Readiness of Circular Economy Businesses

Reference №: **BEL23009-10004**

Direct Negotiated Procedure with Prior Publication

Deadline for requesting clarifications:	Until the **tenth day** before the deadline for submission of tenders
Deadline for submission of tenders:	**18 November 2026 at 6.00 pm (Belgian time) (CET)**

Belgian development agency

enabel.be

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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 Belgium, is represented by:

Name	Position
Nicoletta Favaretto	Project Manager European Circular Economy Resource Center (EU CERC) – Global Projects
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 call for tender forms part of the Business Lab's second result, which aims to strengthen the circular economy (CE) financial ecosystem and enhance the investment readiness of at least 10 growth-oriented circular economy businesses1. To this end, Enabel seeks to contract a qualified service provider to design and implement the EU CERC Investment Readiness Support Programme, providing tailored support to circular economy businesses based in EU partner countries, with a primary focus on businesses operating in African countries. The programme shall target at least 10 businesses, of which at least 80% (i.e. a minimum of 8 businesses) shall be based in African countries, in line with the geographical focus of the EU CERC Circular Economy Investment Fora.

1.3. The scope and details of the required services are outlined in Section 5 of these tender specifications.

2. LOTS

2.1. This procurement contract is not divided into two lots.

3. QUANTITIES

3.1. This procurement contract is a **unit-price contract based on a priced bill of quantities**. The unit prices, corresponding to the price proposed for **one working day of eight (8) hours**, are fixed lump-sum amounts, while the quantities, corresponding to the **number of working days**, are indicative and estimated.

3.2. The estimated volume of services under this contract is **175 working days.**

3.3. 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.

3.4. 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.

1 As we expect many beneficiaries to be selected under this programme to qualify as SME, we – interchangeably – use the terms "business" and "SME".

4. DURATION OF THE PUBLIC CONTRACT

4.1. The contract shall enter into force upon notification of the award decision and shall have an initial duration of 18 months from the date of notification of the conclusion of the contract.

4.2. Enabel may extend the contract once, for a maximum period of 6 months, by means of written notification to the contractor before the expiry of the initial 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.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract is awarded through a Direct Negotiated Procedure with Prior Publication, pursuant to Article 41, § 1, 1°, of the Law of 17 June 2016 on Public Procurement, as the estimated value of the contract does not exceed EUR 216,000 excluding VAT over its entire duration.

The contracting authority nevertheless draws tenderers' attention to the fact that this amount corresponds **solely to the applicable procedural threshold** and **does not, under any circumstances, represent the estimated budget available for the contract**. Consequently, this amount **must not be used as a reference** for pricing purposes or when assessing the financial scope of the assignment.

The estimated maximum budget allocated to the services and the transport costs covered by this contract amounts to **EUR 140,000 excluding VAT**. Enabel reserves the right, at its sole discretion, to consider tenders exceeding this estimated budget and, where appropriate, to enter into negotiations with the relevant tenderers, without being under any obligation to do so.

Daily allowances (per diems) within the country of intervention are excluded from the estimated maximum budget of EUR 140,000 excluding VAT.

2. FURTHER INFORMATION

2.1. **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.

2.2. **Requesting clarifications**

Prospective tenderers may submit questions regarding these tender specifications and the contract no later than **then (10) 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.

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

2.4. **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 2.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

3. 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.

4. DATA TO BE INCLUDED IN THE TENDER

4.1. 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.

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

1. English;
2. French; or
3. Dutch.

4.3. 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.

4.4. 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.

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

1. Identification form (clause 0 of chapter 8 Forms);
2. Tender form - Prices (clause 2 of chapter 8 Forms)
3. Declaration on honour - Exclusion grounds (clause 3 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.

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

1. All documents demanded for the application of qualitative selection (see clause 13 and Chapter

2. 7 Selection file) and award criteria (see clause **Error! Reference source not found.**);

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

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

4.7. 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 8 Forms);

2. Declaration on honour - Exclusion grounds (clause 0 of chapter 8 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.

4.8. 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.

4.9. 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 13 of Chapter 3 Award Procedure and

4.10. 7 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.

5. TENDER CURRENCY

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

6. DETERMINATION OF PRICES

6.1. 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.

6.2. The estimated volume of services under this contract is **175 working days.**

6.3. 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.

6.4. 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.

6.5. 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.

7. ELEMENTS INCLUDED IN THE PRICE

7.1. 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.

7.2. **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).**

7.3. **Offers will be compared on the basis of amounts inclusive of VAT, as this tax constitutes a cost for Enabel.**

7.4. As the recipient of the services is established in Belgium, withholding tax (WHT) is not applicable in the context of the present contract.

7.5. 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.

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

8. ELEMENTS NOT INCLUDED IN THE PRICE

The proposed approach should prioritise remote delivery and the efficient use of resources. In-person activities, including site visits and business support or event missions, may be organised only where duly justified, subject to Enabel's prior written approval, and where they provide clear added value to the achievement of the assignment objectives. The service provider shall be responsible for organising and covering all travel and logistical arrangements required for the implementation of the assignment.

Subject to compliance with the conditions set out above, the following costs shall not be included in the unit prices quoted by the tenderer, as they may be reimbursed separately by Enabel, where applicable and subject to the conditions set out below.

8.1. Per diem

Per diems covering additional professional expenses (not private expenses) related to the mission in the intervention country (e.g., accommodation, meals, drinks, etc.). Per diems will be reimbursed based on a work schedule attached to the invoice and approved in advance by the managing official. Per diems must be calculated according to the rules set by Belgium's FPS Foreign Affairs:

https://www.ejustice.just.fgov.be/eli/arrete/2025/07/14/2025005855/justel

Only per diems calculated in accordance with these rules will be reimbursed.

8.2. 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 subject to prior approval by Enabel and reimbursed by Enabel upon submission of supporting documents, provided that such travel is directly related to the performance of the assignment. However, these costs are capped at a maximum amount of EUR 1,500 (VAT included). In total, the service provider may invoice up to EUR 9,000 (VAT included) for all transportation costs for the entire duration 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 CO_2 emissions;
- The lowest available economy fare;
- The dates of the assignment.

8.3. 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.

8.4. 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.

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

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

9.2. 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.

9.3. 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.

9.4. **Tenders must be submitted no later than 18 November 2026 at 6.00 pm (Belgian time) (CET).**

9.5. Follow the 2 steps below to create an account:

1. Register as a new user;
2. Creating your enterprise.

9.6. The format of the documents should be .pdf or equivalent.

9.7. Please refer to the following link for instructions on how to submit tenders.

9.8. By transferring his tender by electronic means the tenderer accepts that the data of his tender are registered by the reception device.

9.9. **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.**

9.10. You can also contact the e-Procurement helpdesk on +32 (0)2 740 80 00 or via the contact form.

10. TENDER SIGNATURE

10.1. 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.

10.2. 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.

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.

1. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

10.4. **Tenders must be submitted no later than 18 November 2026 at 6.00 pm (Belgian time) (CET).**

10.5. Tenders are opened behind closed doors via the e-Procurement platform.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

11. EXCLUSION GROUNDS

11.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 3 of chapter 8 Forms).

11.2. 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.

11.3. 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.

11.4. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators.

11.5. 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.

11.6. **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.**

11.7. 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.

11.8. **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.

12. OVERVIEW OF THE PROCEDURE

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

12.2. The contracting authority reserves the right to have the irregularities in a tender regularised. This regularisation may be carried out at any point during the procedure.

12.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content. The contracting authority may limit the number of tenders to be negotiated by applying the award criteria set out in these tender specifications (Clause 14 of Chapter 3 Award Procedure). If the contracting authority decides to do so, the tenders will be evaluated on the basis of these award criteria in order to establish a shortlist of tenderers with whom negotiations will be conducted.

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

12.5. Once negotiations have been concluded, the final tenders will be evaluated for their regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 14 of Chapter 3 Award Procedure) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds.

13. QUALITATIVE SELECTION

1.1. By means of the documents requested in the 'Selection file' (Chapter

1.2. 7 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.

1.3. 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 **Error! Reference source not found.** of Chapter 3 Award Procedure subject to the regularity of these tenders.

1.4. 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:

1. all participants submitting a joint bid as a consortium of economic operators;

2. 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.

1.5. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.

1.6. 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.

14. AWARD CRITERIA

14.1. 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
1. Methodology and Implementation Approach	**40**	The evaluation will focus on the quality, relevance and coherence of the proposed methodology and implementation approach, including: • the quality and coherence of the proposed methodology; (10 points) • the relevance and effectiveness of the proposed approach to sourcing and selecting SMEs[2], with existing and potential business linkages to the EU private sector; and the quality and suitability of the proposed methodology for assessing SMEs' investment readiness; (5 points) • the relevance and added value of the proposed technical assistance approach; (5 points) • the credibility and feasibility of the proposed investor mobilisation strategy, including investor matchmaking and follow-up support mechanisms (5 points) • the integration of circularity and ESG considerations in the proposed approach (5 points) • the feasibility, coherence and operational relevance of the proposed implementation plan, including the proposed timeline and allocation of resources; (5 points) • the identification of key implementation risks and the relevance of the proposed mitigation measures. (5 points)

[2] As we expect many beneficiaries to be selected under this programme to qualify as SME, we – interchangeably – use the terms "business" and "SME".

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
2. Experience	**40**	The evaluation will focus on the expertise and experience of the proposed team members **SME Investment readiness support: (10 points)** Proven experience in: • SME financing • Transaction preparation • Financial modelling • Due diligence preparation • Fundraising and Investor engagement • Preparation of investment documentation and pitch materials • Supporting SMEs seeking equity, debt or blended finance. **Investor and finance ecosystem expertise: (10 points)** Proven experience in: • Investor Engagement and Mobilisation • Access to finance networks • Matchmaking programmes **Circular Economy expertise: (10 points)** Proven experience in: • Circular business models • Resource efficiency and value chain analysis • Circularity assessment, ESG integration and circularity metrics • Circular economy work in developing markets **Other: (10 points)** • Experience working in partner countries, preferably Africa. • Knowledge of additional relevant languages beyond English and/or French would be considered an asset. **Minimum requirement:** Each proposed team member must have an excellent command of either English or French, both orally and in writing.

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
		Collectively, the proposed team must demonstrate an excellent command of both languages and be able to carry out all activities under the assignment in either language, as required. Compliance with this requirement must be demonstrated through the CVs of the proposed team members. Where reasonable doubts arise regarding a team member's level of proficiency, Enabel reserves the right to request supporting evidence.
3. Price	**20**	Tenderers shall complete the tender form referred to in clause 2 of chapter 8 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(lowest) / P(bid)] x 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 applicable VAT.

14.2. 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.

15. AWARDING THE PUBLIC CONTRACT

15.1. 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.

15.2. 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.

16. CONCLUDING THE CONTRACT

16.1. 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.

16.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

16.3. The full public contract consists of the following documents:

3. These tender specifications and their annexes;
4. The approved BAFO and all of its annexes;
5. The registered letter notifying the award decision;
6. Any later documents accepted and signed by both parties, as appropriate.

16.4. 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

2. 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.

1. MANAGING OFFICIAL (ART. 11)

1.1. The managing official for this public contract is **Mr Frederik VAN DEN BOSCH, EU CERC Expert Circular Economy Finance.** The managing official is responsible for overseeing the performance of the contract.

1.2. 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.

1.3. 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.

1.4. 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 1.3 of chapter 1 General Remarks.

1.5. 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.

2. INTELLECTUAL PROPERTY (ART. 19 TO 23)

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

2.2. 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.

2.3. The costs for the transfer of these rights for all modes and forms of exploitation are fully included in the contract prices.

2.4. 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.

2.5. 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.

2.6. 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.

3. CONFIDENTIALITY (ART. 18)

3.1. 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.

3.2. 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.

4. PROTECTION OF PERSONAL DATA

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

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

4.2. **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

5. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

6. 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

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

7.1. 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”).

7.2. 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.

7.3. 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.

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

Price revisions are not allowed under this contract.

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

9.1. 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.

9.2. 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.

9.3. When activities are suspended, based on this clause 9.3, 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.

9.4. 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 calender 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.

10. UNFORESEEABLE CIRCUMSTANCES

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

10.2. 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 10. 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.

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

11.1. 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.

11.2. 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”.

11.3. 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.

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

12.1. 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.

12.2. 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 12.1, regardless of whether the contracting authority is aware of the facts or circumstances.

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

13.1. 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.

13.2. 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.

13.3. The Contracting Authority reserves the right to approve or reject the proposed expert, even where the requirements set out above are met.

13.4. 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

14. DEADLINES AND TERMS (ART. 147)

1.1. The contract shall enter into force upon notification of the award decision and shall have an initial duration of 18 months from the date of notification of the conclusion of the contract.

1.2. Enabel may extend the contract once, for a maximum period of 6 months, by means of written notification to the contractor before the expiry of the initial contract period.

15. INSPECTION OF THE SERVICES (ART. 150)

15.1. 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.

15.2. 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.

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

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

16.2. 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 fulfil its obligations.

SECTION (G) - MEANS OF ACTION

17. FAILURE OF PERFORMANCE (ART. 44)

17.1. 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).

17.2. 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.

17.3. 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”.

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

18.1. 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.

18.2. 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.

18.3. 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.

18.4. 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.

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

19.1. 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 19.2 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.

19.2. 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

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

20.1. 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.

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

20.3. 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".

20.4. 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.

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

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

21.1. 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.

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

21.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following addresses: frederik.vandenbosch@enabel.be and Luc.Vanheule@enabel.be.

21.4. 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/

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

21.6. Possible Payment Tranches & Schedule

Each deliverable must be approved by Enabel before the contractor may proceed to the subsequent phase of the assignment.

For each deliverable, the contractor may claim the corresponding payment, subject to the submission of a detailed statement of the services performed and the deliverables produced.

Following validation of the services performed and the deliverables produced, Enabel shall issue a partial acceptance report (procès-verbal de réception partielle).

Upon issuance of the partial acceptance report, the contractor may submit an invoice corresponding to the number of working days actually performed in relation to the relevant deliverable, multiplied by the applicable daily unit price.

No.	After approval of:
1.	Inception report
2.	SME selection and diagnostic report
3.	Investment readiness support and investor engagement report
4.	Final report

22. ADVANCE PAYMENTS

22.1. Notwithstanding clause **Error! Reference source not found.**.6 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:

1. 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;

2. 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;

3. 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.

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

1. 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;

2. 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;

3. 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.

22.3. No advance is granted before:

1. Notification of the conclusion of the public contract;

2. A written dated demand submitted to the contracting authority;

3. 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.

22.4. 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.

22.5. 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

1. GENERAL INFORMATION

The EU Circular Economy Resource Centre (EU CERC) is a five-year project funded by the European Union and the Ministry of Foreign Affairs of Finland, and implemented by Sitra, the Finnish Innovation Fund, and Enabel, the Belgian Development Agency.

The establishment of the EU Circular Economy Resource Centre (EU CERC) reflects the EU's growing commitment to play a leading role in shaping the global sustainability agenda and to work with partners around the world to promote the circular economy transition.

By 2050, the world is projected to consume resources as if it had three planets, underscoring the urgency of adopting more sustainable practices. Circular economy plays a vital role in driving business innovation, creating quality jobs, strengthening economic resilience, and protecting the environment. As highlighted in the Global Gateway strategy, European Green Deal, the Circular Economy Action Plan (CEAP), the Clean Industrial Deal, and the Circular Economy Act, circularity is a key EU priority and its adoption depends on coordinated action throughout global value chain. Therefore, strong international collaboration, aligned incentives, and mutually beneficial partnerships are essential for the circular economy to advance quickly on a global scale. The European Union is committed to working with partners worldwide, sharing expertise and resources to accelerate the transition toward circularity together.

In this perspective, the EU CERC was created with the objective to promote the uptake of sound circular economy policies and business models, based on peer-to-peer exchanges and partnerships between stakeholders from the EU and partner countries. It seeks to complement and add value to existing initiatives to accelerate the circular transition.

The EU CERC operates through three interlinked labs. Enabel is leading the Business Lab in close collaboration with the Knowledge and Policy Labs, led by Sitra:

The Knowledge Lab captures and consolidates EU circular economy know-how from the perspective of partner countries and makes it accessible through a dedicated knowledge platform and helpdesk. It facilitates dialogue, exchange of experiences, good practices, lessons learned, and innovative approaches, which supports partner country stakeholders in addressing specific challenges across diverse contexts.

The Policy Lab provides support to partner countries in developing and strengthening their policy and regulatory frameworks for the circular economy. Through peer learning, technical assistance, exchange of best practices, and acceleration programmes, it helps inspire the creation of gender-sensitive circular economy policies and regulations.

The Business Lab supports partner country businesses and business support organisations in their transition to circular models. It promotes peer-to-peer exchanges, conducts circular economy business scans, delivers train-the-trainers sessions, and supports circular city mapping and investment readiness. It also showcases innovative circular solutions, with particular attention to women and youth entrepreneurs, through annual business awards.

The EU CERC supports partner country stakeholders located in the following regions: Africa, Asia and the Pacific, Latin America and the Caribbean, and the Eastern and Southern Neighbourhood. EU partner countries are countries eligible for Official Development Assistance (ODA), as defined by the OECD DAC3, and with no or limited EU sanctions imposed.

Initial sectoral priorities of the EU CERC, aligned with the Global Gateway strategy, include:

- Materials: critical raw materials, bio-based materials

[3] See the latest list here: https://www.oecd.org/en/topics/oda-eligibility-and-conditions/dac-list-of-oda-recipients.html#asterisk. Out of the 141 ODA countries, Iran, North Korea, Belarus and Syria are excluded due to EU sanctions. Additionally, the following territories are not considered as countries: Wallis and Futuna, Saint Helena, Niue, Montserrat and Tokelau.

- Product value chains: Electronics & ICT, Batteries, Machinery & equipment
- Infrastructure: Buildings and construction

The activities of the **Business Lab** are structured around two key results:

- **Result 1:** To strengthen circular business development services and support systems available to private sector stakeholders in partner countries and across global and regional value chains.
- **Result 2:** To improve access for private sector stakeholders in partner countries to information on circular economy finance, and to promote and celebrate circular economy initiatives.

This call for tender is part of the Business Lab's second result, focused on strengthening the circular economy financial ecosystem and enhancing the investment readiness of at least 10 growth-oriented circular economy (CE) businesses.

Thus, Enabel, is seeking the services of a qualified service provider to design and implement the EU CERC Investment Readiness Support programme for circular economy businesses based in EU partner countries (with priority on the African continent).

2. OBJECTIVES OF THE PUBLIC CONTRACT AND EXPECTED RESULTS

The overall objective of this assignment is to improve the investment readiness and access to finance of at least ten growth-oriented circular economy businesses based in EU partner countries, with a primary focus on Africa.

The assignment is conceived as the design and implementation of an Investment Readiness Programme for 10 circular economy SMEs, encompassing the identification and selection of businesses, investment readiness diagnostics, tailored technical assistance, investor engagement and matchmaking, and the generation of lessons learned to strengthen circular economy finance ecosystems. Through this programme, selected businesses will receive tailored support to strengthen their bankability, refine their investment projects, prepare investment documentation, and engage with suitable investors and financial institutions.

Target businesses in EU CERC priority sectors should demonstrate strong growth potential, a clear circular economy value proposition, and financing needs typically equal to or exceeding EUR 250,000. They should also present existing or potential linkages with EU and international markets and a strong commitment to pursuing investment opportunities.

Priority will be given to businesses active in EU CERC priority value chains, including critical raw materials, batteries, electronics and ICT, bio-based materials, machinery and equipment, and construction-related circular solutions.

The service provider shall identify, assess and support selected businesses to become investment-ready through tailored technical assistance, resulting in strengthened business models, investment documentation and active engagement with suitable financing partners. The assignment shall contribute to increasing the bankability of circular economy projects and generating practical insights on barriers and opportunities for financing circular economy businesses in partner countries.

Over the past year, Enabel, through the European Circular Economy Resource Centre (EU CERC), has undertaken initiatives aimed at strengthening the circular economy business and finance ecosystem in partner countries. These activities are directly relevant to the present assignment.

First, EU CERC conducted a financial mapping exercise involving a range of financial institutions, impact investors, development finance actors and business support organisations active in the circular economy space. The objective was to analyse current approaches to circular finance, identify barriers to financing circular economy businesses, assess support needs, and document financing initiatives. The financial mapping report is attached in Annex 1.

In addition, EU CERC has supported capacity building of Circular Economy Business Support Organisations in EU partner countries to deliver strengthened circular economy business services to their network of enterprises through tailored technical assistance and train the trainers activities. Additionally, it is planned to have business scans, and support to city-industry collaboration in partner countries.

Together, these activities have generated a pipeline of promising businesses and valuable insights into the capacity-building, advisory and financing needs of circular economy SMEs.

The present assignment therefore represents a continuation and scaling-up of ongoing EU CERC efforts, focusing specifically on enhancing the investment readiness of growth-oriented circular economy businesses and strengthening linkages between enterprises and the circular economy finance ecosystem.

3. TASKS TO BE CARRIED OUT

The contractor shall carry out the following tasks:

- Task 1 – Outreach and SME selection:
  - Design selection criteria and application process (including countries and sectors of focus) in coordination with Enabel;

  Selection criteria should at least include:
    - circularity potential;
    - commercial viability;
    - scalability;
    - management team quality;
    - investment need equal or above EUR 250,000;
    - potential for access to finance.
    - Potential or existing business linkages with EU companies
  - Conduct outreach through EU CERC networks and own network and financial stakeholders.
  - Screen applications against agreed criteria and present a shortlist to Enabel.
  - Support final selection of businesses in consultation with Enabel.

- Task 2 – Diagnostic assessment:
  - For each selected SME:
    - Assess investment readiness.
    - Identify key barriers to financing.
    - Prepare tailored support plans.

- Task 3- Tailored investment readiness support:
  Support the selected companies with targeted investment readiness that may include:
  - business model refinement;
  - financial modelling;
  - investment strategy and documentation
  - Pitch preparation;
  - ESG and circularity/ value proposition strengthening positioning;

- Task 4 – Investor engagement:
  The tenderer should demonstrate access to relevant investor networks, including impact investors, commercial investors, development finance institutions, blended finance facilities and guarantee instruments active in Africa.
  - Identify suitable investors and financial institutions (both public and private financiers)
  - Facilitate introductions and meetings.
  - Matching businesses with suitable investors.
  - Facilitate introductions and investor meetings.
  - Document investor feedback and financing barriers

- Task 5 - Communication and learning:
  - Produce success stories
  - Document lessons learned
  - Develop recommendations for strengthening circular economy finance ecosystems.

4. RESULTS TO BE ACHIEVED

The assignment is expected to deliver tangible improvements in the investment readiness of selected circular economy businesses and facilitate their engagement with potential financiers. The following results shall be achieved over the course of the assignment:

1. At least 10 SMEs selected (of which at least 80% (i.e. a minimum of 8 businesses) shall be based in African countries), plus 5 SMEs on a reserve list;
2. At least 10 investment-readiness assessments completed;
3. At least 10 tailored support plans developed;
4. At least 10 investment proposals/cases strengthened;
5. At least 3 investor introductions facilitated per SME;
6. At least one activity organised to connect the beneficiary businesses;
7. At least 30 investors or financial institutions assessed and mobilised during the assignment.
8. At least 60% of supported SMEs participate in investor meetings following completion of investment readiness support.
9. 1 Investor insights report produced;
10. At least 3 success stories developed;
11. Final lessons learned report produced.

5. DELIVERABLES

The timetable for delivery of the deliverables is defined as follows:

No.	Deliverable	Deadline for delivery
D1.	**Inception report** with methodology, SME selection process, investor engagement strategy and monitoring framework	Month 1
D2.	**SME selection and diagnostic report, i.e.;** progress report including investment readiness assessments per SMEs and tailored support plans	Month 6
D3.	**Investment readiness support and investor engagement report,** i.e. progress report on technical assistance, including: • Evidence of support delivered and key outputs for each SME (financial model, pitch deck, investment materials, etc.). • Investor engagement and matchmaking activities: Investor mapping, introductions, meetings facilitated, outcomes and follow-up actions.	Month 16
D4.	**Final Report,** including results achieved, lessons learned, recommendations and success stories	Month 18

The performance period is suspended during the periods required for validation of the deliverables by Enabel.

6. PROVISIONAL WORK TIMETABLE

The assignment is expected to be implemented over a period of 18 months. The timetable below is indicative and may be refined by the service provider in the inception phase. Tenderers may propose adjustments where justified by their methodology, provided that all expected results and deliverables are achieved within the contractual period.

Phase	Indicative period
Inception phase, methodology and workplan	Month 1
Outreach, application process and selection of SMEs	Months 2-4
Investment readiness assessments and development of tailored support plans	Months 4-6
Delivery of tailored technical assistance	Months 6-14
Investor engagement and matchmaking activities	Months 8-16
Development of success stories and lessons learned	Months 14-17
Final reporting and dissemination of results	Months 17-18

The timetable presented above is indicative. Tenderers are expected to propose a detailed implementation schedule as part of their technical offer, clearly outlining the sequencing of activities, milestones, deliverables and allocation of resources throughout the assignment.

7. SUPERVISION OF THE ASSIGNMENT

The service provider shall perform the assignment under the overall supervision of Enabel, which will provide strategic guidance, facilitate linkages with relevant EU CERC activities and stakeholders where appropriate, and review and approve key deliverables.

Planning and follow-up:

- The service provider shall be responsible for planning and implementing all activities under the assignment.
- Each key stage shall be concluded with a short progress note summarising activities undertaken, key results, challenges encountered and proposed next steps.
- Progress and next steps shall be reviewed with Enabel, providing a basis for monitoring, discussion and validation throughout the assignment.

Responsibilities:

- The service provider shall lead the implementation of the assignment, including coordination, stakeholder engagement, timing and delivery of outputs.
- The service provider shall promptly inform Enabel of any risks, delays or support requirements, including requests for introductions to relevant stakeholders.
- Enabel shall provide strategic oversight and validate deliverables and major milestones.

Communication and follow-up:

- Each party shall designate a focal point for day-to-day coordination.
- Coordination meetings shall be held at least once per month to review progress and agree on upcoming activities.
- Deliverables and progress updates shall be submitted to Enabel for review and approval.
- External communication related to the assignment shall be coordinated with Enabel.

8. DOCUMENTS/RESOURCES PROVIDED BY ENABEL

Enabel will provide the service provider with relevant background documentation related to the EU Circular Economy Resource Centre (EU CERC), including programme documents and reports, and contact details of relevant stakeholders and partners identified through EU CERC activities.

The service provider shall be responsible for all resources required to implement the assignment, including personnel, office facilities, equipment, communications, travel, accommodation, ~~local transport~~ and any other operational costs.

Unless otherwise agreed in writing and except for the reimbursable expenses expressly listed in point 8 of Section B of Chapter 3 of the tender specifications, Enabel will not cover any expenses related to the implementation of the assignment. All costs required for the execution of the contract shall be included in the financial offer submitted by the tenderer.

9. LOCATION

The public contract will be performed in the project's areas of operation, which are: EU and the partners countries of the European Union.

The assignment may be delivered through a combination of remote and in-person activities, including virtual meetings, coaching sessions, investor engagement activities, workshops, site visits and business support missions. The proposed approach should prioritise remote delivery and efficient use of resources. In-person activities, including site visits or business support/event missions, may be organised only where duly justified and where they provide a clear added value to the achievement of the assignment objectives. The service provider shall be responsible for organising ~~and covering~~ all travel and logistical arrangements required for the implementation of the assignment.

6 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

1. Identification form (clause 0 of chapter 8 Forms);
2. Tender form - Prices (clause 2 of chapter 8 Forms);
3. Declaration on honour - Exclusion grounds (clause 3 of chapter 8 Forms);
4. All documents demanded for the application of qualitative selection (see clause 13 of Chapter 3 Award Procedure and

5. 7 Selection file) and award criteria (see clause **Error! Reference source not found.** of Chapter 3 Award Procedure);

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

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

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:

    5. Identification form (clause 0 of chapter 8 Forms);

    6. Declaration on honour - Exclusion grounds (clause 0 of chapter 8 Forms);

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

    8. 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.

7 SELECTION FILE

TECHNICAL AND PROFESSIONAL APTITUDE

1. SELECTION CRITERIA

Criterion		Proof required
Technical and professional competence	The tenderer must provide a list of at least three service contracts, **each with a minimum value of EUR 10,000 excluding VAT**, completed or ongoing during the five years preceding the deadline for submission of tenders, which are comparable in nature and scope to the services covered by the present contract. The references must demonstrate experience in at least one of the following areas: • SME investment readiness programmes; • SME acceleration or venture development programmes; • investment facilitation or investor matchmaking; • transaction advisory or fundraising support; • SME finance, impact investing or blended finance. At least one of the references must relate to the circular economy, green economy, sustainability, resource efficiency or ESG-related business support. At least one of the references must concern an assignment implemented in Africa. For each reference, the tenderer shall indicate: • the name of the client; • the title and a brief description of the assignment; • the period of implementation; • the contract value, excluding VAT.	- list of references

8 FORMS

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) *As indicated on the official document.*	
FIRST NAME(S) *As indicated on the official document.*	
DATE OF BIRTH *DD MM YYYY*	
PLACE OF BIRTH *(town, village)*	
TYPE OF IDENTITY DOCUMENT *(identity card, passport, driving licence etc.)*	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) *Street+ P.O. Box* *Postal code* *City, Region/Province* *Country*	
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 *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	

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 expert	**VAT Rate**	**Presumed quantity (Working Days)**	**Total Price Excl. VAT** = Unit Price × 175	**Total Price Incl. VAT** = Unit Price × 175
Public Service Contract for Supporting the Investment Readiness of Circular Economy Businesses			175		

Certified true and accurate,

Done at …… on ……

Note*:

The total tender price shall be obtained by multiplying the estimated quantity 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:			

9 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, 5 November 2026,

Nicoletta Favaretto
Project Manager European Circular Economy Resource Center (EU CERC) – Global Projects

Signed by:Favaretto Nicoletta
Signed at:2026-11-05 14:53:47 +01:00
Reason:I approve this document

Nicoletta FAVARETTO Enabel

Marie Sculier
Contract Support Manager – Global Projects

Signed by:Sculier Marie Sophie L
Signed at:2026-11-05 13:23:59 +01:00
Reason:I approve this document

Marie SCULIER Enabel