



## Tender Specifications

Public Framework Contract for Provision of Recruitment services

Open Procedure

Navision code: 2834TZA-10153

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# 1 General provisions

## 1.1 Derogations from the General Implementing Rules

Section 4, ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

## 1.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by **Mr. Othman Boufaied Contract Manager and Mr. Koen Goekint, Country Director** who will sign the award letter and mandated to represent the company towards third parties.

## 1.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- The Belgian Law of 23 December 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International

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

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

<sup>3</sup> Belgian Official Gazette of 18 November 2008.

Labour Organisation<sup>4</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

## **1.4 Rules governing the procurement contract**

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors<sup>7</sup>;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- local legislation with regards to sexual harassment at the workplace or equivalent]
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

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

<sup>5</sup> Belgian Official Gazette 14 July 2016.

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

<sup>7</sup> Belgian Official Gazette 9 May 2017.

- <sup>8</sup> Belgian Official Gazette 27 June 2017.

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be); Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

## 1.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

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

The contracting authority: Enabel, represented by the Country Director of Enabel in Tanzania;

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

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

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

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

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

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

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

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

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

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a

procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

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

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

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

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

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

## **1.6 Processing of personal data by the contracting authority and confidentiality**

### **1.6.1 Processing of personal data by the contracting authority**

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

### **1.6.2 Confidentiality**

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel> See also: <https://www.enabel.be/content/privacy-notice-enabel>

## **1.7 Deontological obligations**

1.7.1. Any failure to comply with one or more of the deontological clauses may lead to the

exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel.

1.7.2. For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

1.7.3. In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

1.7.4. Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

1.7.5. Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

1.7.6. The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

1.7.7. In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

## **1.8 Applicable law and competent courts**

The procurement contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this procurement contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

## **2 Subject-matter and scope of the procurement contract**

### **2.1 Type of procurement contract**

This procurement contract is a Public framework contract.

### **2.2 Subject-matter of the procurement contract**

This services procurement contract consists of the establishment of a Framework Contract for the provision of recruitment services, in accordance with the conditions of these Tender Specifications.

The services are detailed in the "Terms of reference" in section 5.

This public contract is awarded as a framework contract with a single service provider. All terms of the framework contract, as defined in these Tender Specifications and in the submitted tenders, are binding. Consequently, orders may be placed without any further additions to the original tenders, in accordance with Article 43 of the Law of 17 June 2016.

Conclusion of this public contract confers no exclusive rights to the service provider. The contracting authority may, even during the validity term of this contract, have other service providers or its own departments deliver services that are identical or similar to those referred to in these Tender Specifications. Consequently, the service provider may not lay claim to the payment of any sort of compensation.

### **2.3 Lots<sup>9</sup>**

*(Articles 2, 52<sup>o</sup> and 58 of the Law and Articles 49 and 50 of the Royal Decree Award.)*

This contract consists of a single, indivisible lot.

### **2.4 Items**

The procurement contract consists of the following: Provision of recruitment services (cfr. section 5).

### **2.5 Term of the procurement contract<sup>10</sup>**

The procurement contract starts upon award notification and has an initial duration of two (2) years with possible extension. After this initial term, this procurement contract can be renewed once for an additional (2) two years by the contracting authority, upon positive assessment of the services performed.

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

### **2.6 Variants**

The tenderer may not submit a variant. Free variants are forbidden. Any variant proposed

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<sup>9</sup> For contracts of an amount equal to or greater than € 144 000 excl. VAT, the contracting authority is obliged to consider dividing the contract into lots unless a valid reason is given in the procurement documents.

<sup>10</sup> Please note: term of the procurement contract not to be confused with performance period.

will be discarded.

Each tenderer may submit only one tender.

## **2.7 Option**

Options are not permitted.

## **2.8 Quantity**

Quantities are estimated in section 5. The presumed quantities are given for information purposes only. The actual quantities will be determined through subsequent orders.

## 3 Procedure

### 3.1 Award procedure

This contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open Procedure.

### 3.2 Publication

#### 3.2.1 Official publication

This procurement contract is officially advertised in the Belgian Public Tender bulletin and in the official Journal of the European Union.

#### 3.2.2 Further notification

These Tender Specifications are published on the Enabel website ([www.enabel.be](http://www.enabel.be)). Such publication constitutes an invitation to tender

This procurement contract is officially published on the OECD website<sup>11</sup>.

### 3.3 Information

The awarding of this procurement contract is coordinated by **Alern Mgeni** Procurement Officer. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this person. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

An information session to clarify the tender requirements and conditions for submitting a compliant offer will be held online via Microsoft Teams on **17<sup>th</sup> April 2026 at 10:00 AM (EAT)**.

Interested Tenderers must send a request to participate in the meeting to the following email address: [alern.mgeni@enabel.be](mailto:alern.mgeni@enabel.be) and [procurement.tza@enabel.be](mailto:procurement.tza@enabel.be) by **15<sup>th</sup> April 2026 at 12:00pm EAT**. A participation link will be shared with registered participants in due course.

Until 5 days inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to **Mr Alern Mgeni** ([alern.mgeni@enabel.be](mailto:alern.mgeni@enabel.be) and copy to **Ms. Christel Kiweha** [christel.kiweha@enabel.be](mailto:christel.kiweha@enabel.be) ) and they will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as from **1<sup>st</sup> May 2026**.

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

The procurement documents can be consulted free of charge at the following internet address: [www.enabel.be](http://www.enabel.be).

To be able to submit a tender in full knowledge of the facts, the tenderer may visit the website [www.enabel.be](http://www.enabel.be).

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the Tender Specifications that are published in the Belgian Public Tender bulletin 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

<sup>11</sup> If the estimated value of the procurement contract exceeds €150 000.

to the public procurement administrator mentioned above and requests information on any modifications or additional information.

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

## **3.4 Tender**

### **3.4.1 Data to be included in the tender**

The tenderer must use the tender forms in annex (**see point 6 “forms”**). In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

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

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

### **3.4.2 Period the tender is valid**

The tenderers are bound by their tender for a period of 90 days from the deadline for the receipt date.

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

### **3.4.3 Determination of prices**

All prices given in the tender form must obligatorily be quoted in **EUROS** all taxes included.

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

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and an on-site audit to check the correctness of the indications supplied.

#### **3.4.3.1 Elements included in the price**

*(Art. 32 §3 Royal Decree 18.04.2017)*

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

### **3.4.4 How to submit tenders?**

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

The offer should be submitted in English.

The tenderer submits his tender as follows:

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

- One Copy **MUST** be submitted in one or more PDF files on a USB stick.

It is submitted in a properly sealed envelope by **4<sup>th</sup> May 2026** bearing the following information: **2834TZA-10153 Framework Contract for Provision of Recruitment service.**

It may be submitted:

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

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

**Attention to Alern Mgeni**

**Enabel Country office,**

**14/15 Masaki,**

**Haile Selassie Road, Oasis Office Park,**

**4<sup>th</sup> Floor,**

**P.O Box 23209,**

**Dar es Salaam, Tanzania.**

- b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 8 am to 5:30 pm (East Africa Time) from Monday to Thursday and from 8 am to 2 pm (East Africa Time)

**NB: SUBMISSION OF TENDERS BY E-MAIL IS PROHIBITED**

### **3.4.5 Change or withdrawal of a tender that has already been submitted**

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

When the tender is submitted via e-tendering, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, a tender that is modified or withdrawn after the signing of the submission report means that a new submission report, signed in accordance with paragraph 1, must be sent.

The submission report **must bear a qualified electronic signature.**

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

The withdrawal must be pure and simple.

When the submission report drawn up following the modifications or withdrawal set out in clause 1 does not bear the signature referred to in paragraph 1, the modification or withdrawal is automatically deemed null and void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

### 3.4.6 Opening of Tenders

The tenders must be in the possession of the contracting authority before the final submission date and time specified in point 3.4.4 “How to submit tenders”. The tenders will be opened behind closed doors.

### 3.4.7 Selection of tenderers

#### 3.4.7.1 Exclusion grounds

The mandatory and optional exclusion grounds are given in attachment to these Tender Specifications.

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

- he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion.

- he fulfils the selection criteria established by the contracting authority in this public contract

The European Single Procurement Document (ESPD) is a self-declaration by economic operators providing preliminary evidence replacing the certificates issued by public authorities or third parties.

As provided in Article 73 of the Law of 17 June 2016, it is a formal statement by the economic operator that it is not in one of the situations in which economic operators shall or may be excluded; that it meets the relevant selection criteria.

The tenderer can either complete the ESPD given in attachment, or generate his document via the website: <https://ec.europa.eu/tools/espd/filter>

**Where the tender is submitted by a group of economic operators under partnership, it must include an ESPD for each of the participants in the group.**

In accordance with Article 38 §2 of Article 73 of the Royal Decree of 18 April 2017, regarding part IV of the ESPD on the selection criteria, the contracting authority has decided to limit the information to be filled out to one single question, namely whether the economic operator fulfils the required selection criteria, in accordance with the section "Global indication for all selection criteria". So, only this section must be completed.

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

#### 3.4.7.2 Selection criteria

Moreover, by means of the documents requested in section 5, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public procurement contract.

#### 3.4.7.3 Overview of the procedure

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

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

The substantially irregular tenders are excluded.

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

The following irregularities are deemed substantial:

1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law; 2° failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, clause 1, 1alinea 1er, 54, §2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;

3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;

4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017). The contracting authority reserves the right to review the procedure set out above in line with the principle of processing equality and transparency.

#### **3.4.7.4 Award criteria**

The contracting authority will choose the regular tender that it finds being most economically advantageous, taking account of the award criteria in section 5.

#### **3.4.7.5 Final score**

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

#### **3.4.7.6 Awarding the procurement contract**

The contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

Notice though that in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the procurement contract.

The contracting authority may either decide not to award the procurement contract; either redo the procedure, if necessary through another award procedure.

The contracting authority maintains the right to award only a certain lot or certain lots.

### **3.4.8 Concluding the procurement contract**

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

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

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

- These Tender Specifications and its annexes;

- The approved tender of the Supplier and all of its annexes.
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

## 4 Specific contractual conditions

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

### 4.1 Managing official (Art. 11)

The managing official is **Ms. Christel Kiweha**, Country People and Talent Manager, Enabel Country office Tanzania, e-mail: [christel.kiweha@enabel.be](mailto:christel.kiweha@enabel.be).

Once the procurement contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the procurement contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under 'The contracting authority'.

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

### 4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority.

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

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016

on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

### **4.3 Confidentiality (art. 18)**

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

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

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;
- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

### **4.4 Protection of personal data**

#### **4.4.1 Processing of personal data by the contracting authority**

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

#### **4.4.2 Processing of personal data by a subcontractor**

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole

purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

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

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

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor Article 28 §3 of the GDPR).

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex [X] . Filling out and signing this annex is therefore a condition of regularity of the tender.

#### **4.5 Intellectual property (Art. 19 to 23)**

The contracting authority does not acquire the intellectual property rights created, developed or used during performance of the procurement contract.

The contracting authority shall have the right to use the deliverables produced under the contract, solely for its internal purposes.

Any personal data processed under this contract shall remain subject to the applicable data protection legislation and contractual provisions.

#### **4.6 Performance bond (Art. 25 to 33)**

No performance bond is required for this tender.

#### **4.7 Conformity of performance (Art. 34)**

The services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services must comply in all aspects with good practice.

## **4.8 Changes to the procurement contract (Art. 37 to 38/19)**

### **4.8.1 Replacement of the contractor (Art. 38/3)**

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

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

### **4.8.2 Adjusting the prices (Art. 38/7)**

For this procurement contract, price reviews are not permitted.

### **4.8.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)**

**The contracting authority** reserves the right to suspend the performance of the procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

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

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

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

### **4.8.4 Unforeseen circumstances**

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

## **4.9 Preliminary technical acceptance (Art. 42)**

The contracting authority reserves the right to demand an activity report at any time of the assignment to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

## **4.10 Performance modalities (Art. 146 et seq.)**

### **4.10.1 Deadlines and terms (Art. 147)**

The services must be performed within maximum 60 calendar days for the support functions or maximum 90 days for the other functions, upon sharing of the purchase order with the service provider. The closure of the service provider's business for annual holidays is not included in this calculation.

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

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

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

In any event, complaints about the purchase order are not admissible anymore if they are not submitted within 5 calendar (\*) days from the day following the date on which the service provider has received the purchase order.

### **4.10.2 Place where the services must be performed and formalities (Art. 149)**

The services will be performed in Tanzania.

## **4.11 Inspection of the services (Art. 150)**

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

## **4.12 Liability of the service provider (Art. 152-153)**

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

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

### **4.13 Zero tolerance Sexual exploitation and abuse**

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

### **4.14 Means of action of the contracting authority (Art. 44-51 and 154-155)**

The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the procurement contract and/or the exclusion of procurement contracts of the contracting authority for a determined duration.

#### **4.14.1 Failure of performance (Art. 44)**

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

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

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

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

§2 Any failure to comply with the provisions of the procurement contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

#### **4.14.2 Fines for delay (Art. 46 and 154)**

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and

they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

#### **4.14.3 Measures as of right (Art. 47 and 155)**

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects found.

§2 The measures as of right are:

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

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

3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement contract remaining to be performed.

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

### **4.15 End of the procurement contract**

#### **4.15.1 Acceptance of the services performed (Art. 64-65 and 156)**

The managing official will closely follow up the services during performance.

The services will not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

#### **4.15.2 Invoicing and payment of services (Art. 66 to 72 – 160)**

The contractor shall upon receiving the Purchase Order, issue a proforma invoice. Payment will be made upon successful completion of the recruitment process, including submission of the final report and candidate's placement i.e. candidates signing of employment contract. Each invoice must be accompanied by a Purchase Order and with an EFD receipt. Both proforma and invoices must be in Euros and will be paid within 30 days of verification, provided all required documents are submitted.

The invoices and the supportive documents to be sent to the following address:

[tanzania.admin@enabel.be](mailto:tanzania.admin@enabel.be) and copy to [christel.kiweha@enabel.be](mailto:christel.kiweha@enabel.be).

The invoice (in EUROS) should include:

- The relevant Purchase order (PO) number.
- Final report
- The corresponding acceptance report signed by the Managing Official
- The EFD receipt

Only services that have been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

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

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

The invoice must be in Euros.

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

#### **4.16 Litigation (Art. 73)**

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this procurement contract. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this procurement contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Enabel, public-law company

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

To the attention of Mrs Laura Jacobs

rue Haute 147

1000 Brussels

Belgium

## 5 Terms of Reference

### 5.1 Background

Enabel is the Belgian agency for internal cooperation, implementing Belgium's governmental cooperation and working with other international donors. With its partners in Belgium and abroad, Enabel offers solutions to address pressing global challenges – Social and Economic Empowerment; Climate action - Environment; Demographic Transition and Peace -Stability -Democracy. With over 2,000 staff, Enabel manages about 170 projects in twenty countries, in Belgium, Africa and the Middle East.

In Tanzania, Enabel operates in accordance with the General Agreement between the United Republic of Tanzania and the Kingdom of Belgium on Development Co-operation signed on 16th of October 2002. Currently, Enabel implements projects that focus strengthening local economies, supporting climate-resilient natural resource management, expanding digital innovation and education, improving transport efficiency and empowering women through access to justice

These are just a few examples of ongoing initiatives that are spread across different locations in Tanzania, with more exciting projects on the horizon.

To ensure successful implementation of its programs, Enabel aims to attract and retain highly qualified and motivated staff by enhancing the efficiency and effectiveness of its recruitment process. In this context, Enabel seeks to partner with a reputable recruitment firm with extensive knowledge of the Tanzanian labor market.

### 5.2 Objective

The objective of this assignment is to support successful implementation of Bilateral, EU, and Multi-donor funded programs in Tanzania by providing professional recruitment services to Enabel. The goal is to ensure a transparent, timely, and high-quality recruitment process for various positions.

### 5.3 Strategic and Operational Framework

This assignment aims at supporting Enabel recruitment process, by identifying suitable candidates who meet the predefined criteria and having the appropriate skills to succeed in and add value to the organization.

The provider will be responsible for:

- Coordination and execution of the recruitment activities in order to complete selection within the agreed time,
- Managing communication and administrative follow-up with both applicants and Enabel.
- Support employer branding, by linking job adverts to Enabel's website and promotional videos
- Support the outreach and screening of potential interns for Enabel's Internship program

Most services will concern external advertising but can in exceptional cases be linked as well to internal recruitments. Some selections will still be done in-house, so the provision of service will not be exclusive.

The provider must be able to avail himself to perform the required service at any time during the implementation period of this public contract. The contracting authority does not commit in any way to quantities that will actually be ordered through this contract. The service will

be offered on request, through Purchase Orders, whenever job openings are confirmed. The selection will serve also to constitute a pool/reserve of staff in different areas.

## 5.4 Scope of Assignment

The tasks per job opening include, but are not limited to the following:

- ✓ Conducting intakes meetings with Enabel stakeholders (N+1 and People & Talent Manager)
  - Advise on and support the finalization of job descriptions, the available job market against the hard selection criteria
- ✓ Contribute to the design of job adverts and advertise vacancies via provider's own and other appropriate platforms to attract a diverse pool of qualified candidates.
  - Primarily, vacancies are published through Enabel portal, and all applicants will have to apply via this portal
- ✓ Conduct proactive talent search and headhunting, including identifying, approaching, and engaging potential candidates who may not be actively applying, and encouraging them to submit applications through the Enabel portal.
- ✓ Use of innovative and AI-resistant screening methods including situational and scenario-based assessments (written or verbal) and authenticity checks to ensure genuine candidates' competency. The screening and assessment may include but not limited to: based assessments (written or
  - Psychometric and / or Aptitude tests
  - Work-sample tests (AI-resistant)
  - Behavioural event interviews (BEI)
  - Screening interviews - to check motivations, general fitness and salary expectations – in line with the salary projection for the role
- ✓ Screening and short-listing of all applications based on the job criteria. The shortlist should count with a minimum of 5 candidates per position (the maximum number of candidates can be agreed upon on a case-by-case basis).
  - The screening /shortlist report outlining the process and criteria are to be submitted
- ✓ Organization, administration and supervision of the technical test for different positions – applying strict supervision protocols / AI detection tools in order to minimize candidate's use of AI
  - In general, written tests for technical thematic functions are provided by Enabel. In case the provider is requested to provide or to contribute to any test, the final version shall be validated by Enabel's managing official beforehand
- ✓ Provide venue and sufficient and excellent functioning IT equipment(s) for the written test
- ✓ Scheduling and preparing interviews in coordination with Enabel' P&T personnel
  - Contribute to the interview questions, materials and provide interview venues
- ✓ Provide regular updates and feedback for the candidates on the evaluation and results of their participation at the different stages of the selection process
- ✓ Perform personal and professional reference check for the selected candidates (s)
  - Tailor made the reference check templates based on the role and its requirements
  - Conduct follow-up telephone references where necessary
- ✓ Submit final report on the process and results of the complete cycle. The report should contain the following
  - List of all candidates highlighting those headhunted by the provider
  - Assessment of the CVs
  - An assessment of the various tests and screening interviews
  - Assessment of technical skills (technical profile),
  - Outcome of the final interviews and reference checks

## 5.5 Special Provisions

In situation where the initially selected candidate(s) decline the offer of employment and no acceptable candidate remains, or if the hired candidate leaves the position within the first three (3) months of employment, the Service Provider shall restart and complete the recruitment process at no additional cost.

If the hired candidate leaves the position between 4 to 6 months of employment, the Provider shall restart the recruitment process, and only fifty percent (50%) of the normal recruitment fee shall be charged.

## 5.6 Expected Deliverables

- ✓ Elaborated recruitment plan and methodology per position in close collaboration with the Enabel P&T Manager
- ✓ Shortlist of qualified candidates
- ✓ Written test design (when applicable) and administration of the tests
- ✓ Facilitation of online assessments and interviews
- ✓ Reference and background check reports.
- ✓ Final recruitment report summarizing the process and outcomes.
- ✓ Candidate feedback at various stages of the selection process.
- ✓ Legal guidance on recruitment compliance.
- ✓ Management of the recruitment process in order to collect the information, traceability, planning, respect of timing

## 5.7 Recruitment Process and Responsible people

During this recruitment and selection process, depending on the function, regular support will be given by:

- Enabel People & Talent Personnel
- Enabel Administrative and Finance advisors and
- Enabel Intervention Managers/ Technical Experts.

A detailed table outlines each step of the recruitment process and the responsible party (Enabel or Provider)

STEPS		RESPONSIBLE
1.	Definition of terms of reference/Job descriptions/salary category	Enabel
2.	Preparation and submission of the Purchase Order	Enabel
3.	Job adverts and publications	Enabel through internal platform Provider through own and other platforms
4.	Headhunting & Proactive search	Provider
5.	Handling of applications	Enabel
6.	Job intake	Enabel (P&T Manager, N+1) and provider
7.	Development of the detailed recruitment plan and method by type of function	Provider
8.	Screening, shortlisting and preparation of files per position for Enabel's approval	Provider
9.	Administration of psychometric test+ results interpretation (where applicable)	Provider
10.	Preparation and marking of written tests	Enabel
11.	Administration & supervision of written test	Provider

12.	Invitation to the interview +preparation	Provider, in consultation with the Enabel P&T Manager
13.	Panel interview	Jury (Enabel + Provider)
14.	Ranking and selection of best candidates	Enabel + Provider
15.	Professional background check + confirming relevant professional certifications	Provider
16.	Results compilation and recommendations	Provider
17.	Notifications to the selected candidates	Enabel
18.	Debrief towards candidates	Provider
19.	Calculation of experience to be considered relevant, in years, for each selected person	Enabel
20.	Reporting	Provider
21.	Candidate Placement (candidate signing of employment contract)	Enabel

## 5.8 Selection criteria

### Required expertise for the firm

The tenderer must submit the following:

- ✓ Certificate of registration/business license demonstrating at least 5 years of HR consulting experience, specifically in recruitment and talent acquisition, and physical presence in Tanzania.
- ✓ At least three (3) relevant assignments carried out within the last three (3) years, supported by reference letters or certificates of successful completion or satisfactory performance issued by the respective clients.

### Required Key staff's Profile

The tenderer must submit CVs for the following staff:

- ✓ **2 HR Experts (including one female)**
  - ❖ Masters' degree in HR management
  - ❖ At least 5 years' general experience in Human resources management
  - ❖ At least 3 years' specific experience in recruitment services
  - ❖ Fluent in spoken and written English
- ✓ **1 Selection Expert**
  - ❖ Masters' degree
  - ❖ 5 years' general experience in recruitment and selection
  - ❖ Fluent in spoken and written English

## 5.9 Technical offer

The tenderers should submit a technical offer of maximum 5 pages focusing on the recruitment process as follows:

- Detailed recruitment process showing how all activities and sub-activities will be performed, including the proposed timelines for each step.
- The overall strategy for talent sourcing, recruitment process efficiency, and prevention of AI use for technical tests
- Risk analysis & mitigation measures

## 5.10 Award Criteria

The contracting authority will choose the regular BAFO that it finds to be most advantageous, taking account of the following criteria:

- **Technical Evaluation: 60 %**

No.	Qualitative Award Criteria	Points
1.	Detailed recruitment process showing how all activities and sub-activities will be performed, including the proposed timelines for each step.	30 points
2.	The overall strategy for talent sourcing, recruitment process efficiency, and prevention of AI use for technical tests	20 points
3.	Risk analysis & mitigation measures	10 points

- **Financial Evaluation: 40%**

The following formula will be used to compare the bids. The lowest bid will get a maximum score of 40.

Points tender A = Amount of lowest tender \* 40

Amount of tender

## 6 Forms

### 6.1 Identification forms

#### 6.1.1 Legal person entity private/public legal body

Fill the form,

OFFICIAL NAME ②			
ABBREVIATION			
MAIN REGISTRATION NUMBER③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY			PHONE
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

- ① **Public law body WITH LEGAL PERSONALITY**, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
- ② **National denomination and its translation in EN or FR if existing.**
- ③ **Registration number in the national register of the entity.**

### 6.1.2 Financial Identification Form

ACCOUNT NAME (1)			
ADDRESS			
TOWN/CITY		POST CODE	
COUNTRY			
CONTACT			
TELEPHONE		TELEFAX	
E - MAIL			
	<b>BANK (2)</b>		
NAME OF BANK			
ADDRESS (OF BRANCH)			
TOWN/CITY		POST CODE	
COUNTRY			
ACCOUNT NUMBER			
IBAN (3)			
NAME OF SIGNATORIES	NAME & FORENAME	FUNCTION	
COMMENTS:			
STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)		DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)	
<b>(1) The name or title under which the account was opened and not the name of the authorized representative.</b>			
<b>(2) It is preferable to attach a copy of a recent bank statement. Please note that the bank statement must provide all the information indicated above under "ACCOUNT NAME" and "BANK". In this case, the bank's stamp and the signature of its representative are not required. The signature of the account holder is obligatory in all cases.</b>			
<b>(3) If the IBAN code (international bank account number) is applicable in the country where your bank is situated.</b>			

## 6.2 Tender Forms – prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications **2834TZA-10153 Framework Contract for Provision of Recruitment services** and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

Description	Unit	Estimated Quantity	Unit price in Euro	Total in EUR
<b>Support Functions</b>	Person	10		
<b>Expert Functions</b>	Person	30		
<b>Management Functions</b>	Person	10		
<b>WHT to be retained at source:</b> 5% for local bidders or 15% for international bidders				
<b>GRAND TOTAL incl. WHT and excl. VAT</b>				
<b>VAT (18%)</b>				

Tenderers are requested to follow the guidelines below when submitting this form:

- The tenderers are requested to quote for all the items listed above.
- The use of this form to quote prices is mandatory.
- All prices should be quoted in Euros, exclusive of VAT.
- Enabel may be exempted from VAT in Tanzania depending on the project. For this contract, if a VAT exemption applies, a VAT exemption certificate will be provided in lieu of VAT payment. If no exemption applies, VAT shall be payable in accordance with applicable.
- The quantities indicated above are estimates only and are provided for guidance; the contracting authority does not commit to any minimum or maximum quantities under this framework contract.

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

Certified true and sincere,

Done at ..... On .....

### 6.3 Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations :

- 1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:
  - 1° involvement in a criminal organisation
  - 2° corruption
  - 3° fraud
  - 4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
  - 5° money laundering or terrorist financing
  - 6° child labour and other trafficking in human beings
  - 7° employment of foreign citizens under illegal status
  - 8° creating a shell company.
- 2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;
- 4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019
- c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace
- d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information
- e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

- 7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human-rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

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

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

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

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

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

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)

[https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf)

For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2)

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

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

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

b. Enabel already has said documents.

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

Date

Location

Signature

## 6.4 Integrity statement for the tenderers

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

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

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

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

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

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

.....

Place, date

## 6.5 ESPD Form

The tenderer can either complete the ESPD given in attachment, or generate his document via the website: <https://ec.europa.eu/tools/espd/filter>

Where the tender is submitted by a group of economic operators under partnership, it must include an ESPD for each of the participants in the group.

## 6.6 Other documents to be provided

- **Power of attorney:** The Bidder shall include in his tender **the power of attorney empowering the person signing the bid** on behalf of the company, joint venture or consortium. In case of a **consortium** or a **temporary association**, the joint bid must specify the role of each member of the consortium. A group leader must be designated, and the power of attorney must be completed accordingly.
- **Incorporation certificate:** The Bidder shall include in his tender **the incorporation certificate** from the competent authority.
- **VAT Registration certificate or TIN Certificate**
- **Criminal record certificate for the person mandated to commit for the firm:** At the latest before award, the Bidder must provide a criminal record certificate from the competent authority.
- **Certification of clearance with regards to the payments of social security contributions:** At the latest before award, the Bidder must provide a certification from the competent authority stating that he is in order with its obligations with regards to the payments of social security contributions that apply by law in the country of establishment. This is not applicable for Belgian bidders.
- **Certification of clearance with regards to the payments of applicable taxes:** At the latest before award, the bidder must provide a recent certification (up to 6 months) from the competent authority stating that the bidder is in order with the payment of applicable taxes that apply by law in the country of establishment

## **6.7 Overview of the documents to be submitted – to be completed exhaustively**

1. 6.1.1 Legal Identification Forms
2. 6.1.2 Financial Identification form
3. 6.2 Tender Form -Prices
4. 6.3 Declaration on honour – exclusion criteria.
5. 6.4 Integrity statement for the tenderer.
6. Valid Business registration document
7. Valid tax compliance certificate.
8. Reference letters or certificates of completion.
9. CVs of proposed staff
10. European Single Procurement Document (ESPD)
11. List of other documents to be provided (section 6.6)