



TENDER SPECIFICATIONS

Public service contract for “**Consultancy Service for “JobMatch Phase-2: SRS Development and Implementation Supervision”**”

Reference No: **PSE22003-10134**

Country: **Palestine**

Negotiated Procedure without Prior
Publication

Deadline for requesting clarifications: **Until 25/06/2026**

Deadline for submission of tenders: **2 July 2026 at 15:00 (Jerusalem)**

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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 Palestine, is represented by :

Name	Position
DE PAUW, Heidi	Country director (Palestine & Jordan)

- 1.4. **Attention : even if Enabel as contracting authority is based in Belgium, Enabel has different “permanent establishments” in partner countries, who are 'customer' in the sense of tax legislation.¹ As a result, services of this contract are deemed to be located in Palestine and applicable tax legislation is legislation of Palestine. For more information on this tax regime, you can contact Jana Al Juneidi, Logistics and Procurement Officer (clause 3 of chapter 3 Award Procedure).**

2. RULES GOVERNING THE PUBLIC CONTRACT

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

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

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

3. APPLICABLE LAW AND COMPETENT COURTS

3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.

3.2. In case of court action, correspondence must (also) be sent to the following address:

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

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

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is a service contract for provision of: The purpose of this contract is to provide consultancy services for the second phase of the AI-Driven Job Matching Platform (JobMatch). The consultant shall support the assessment and consolidation of requirements, development of System Requirements Specifications (SRS), implementation governance, stakeholder coordination, quality assurance, User Acceptance Testing (UAT) support, and sustainability planning to ensure the successful implementation and long-term operation of the platform.

2. LOTS

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

3. ITEMS

- 3.1. This public contract consists of the items listed under clause 3 of chapter 8 Forms - Tender form - Prices.
- 3.2. These items are grouped together to form one single contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the contract.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and lasts for **1 (one) year**.
- 4.2. After this initial term, the public contract **may be renewed** by the contracting authority for a maximum number of 1 renewal for 12 (twelve) months, by sending a registered letter at least one month prior to the contract renewal date. The renewal will be made as per the terms and conditions of the initial tender specifications. Should the contract not be renewed, the service provider cannot claim damages.

5. VARIANTS

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

6. OPTIONS

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

7. QUANTITIES

- 7.1. Quantities will be determined in order forms.

- 7.2. The price to be paid will be obtained by applying the unit prices given in the inventory to the quantities actually performed.
- 7.3. The presumed quantities indicated in the price form (clause 3 of chapter 8 Forms) are given for information purposes only. The contracting authority does not commit in any way as to quantities that will actually be ordered under this public contract.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

2.1. The following platforms:

- (a) Website of Enabel (www.enabel.be);
- (b) jobs.ps and Job Match.

2.2. This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Jana Al Juneidi

Logistics and Procurement Officer

jana.aljuneidi@enabel.be

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

3.2. Requesting clarifications

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

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

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

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the seventh day before the deadline for submission of tenders, at the latest.

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

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned under clause 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

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

5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in:
 - (a) English.
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 5.5. The tenderer must use the tender forms provided in the annex:
 - (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) List of subcontractors (clause 2 of chapter 8 Forms);
 - (c) Tender form - Prices (clause 3 of chapter 8 Forms)
 - (d) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.
- 5.6. The tenderer also attaches the following to his tender:
 - (a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 5.7. 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:
 - (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);

- (d) The association agreement signed by each participant, clearly showing who represents the association.
- 5.8. 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.
- 5.9. 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 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

6. TENDER CURRENCY

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

7. DETERMINATION OF PRICES

- 7.1. **This public contract is a global price contract. The tenderer shall submit a lump-sum price covering all services, deliverables, obligations, costs, and expenses necessary for the proper execution of the contract in accordance with the procurement documents.**
- 7.2. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his unit prices any charges and taxes generally applied to services according to the applicable tax legislation of Palestine, with the exception of the value-added tax. The VAT percentage is quoted separately, if applicable. As mentioned in clause 1 of chapter 1 General Remarks, **local tax regime is applicable**. For the provision of services in Palestine, the attention of tenderers who are non-tax residents of Palestine is drawn to the tax on the profits of non-residents (25% (Israel) or 10% (West Bank and Gaza)) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Palestine. The 25% (Israel) or 10% (West Bank and Gaza) non-resident income tax will be withheld at source at the time of payment of the invoice. Make sure to verify whether any bilateral or regional non-double taxation treaties apply to your situation.
- 8.2. The unit prices for this public contract must encompass any costs, measures, and charges related to the performance of the contract, including but not limited to:
 - (a) Administrative management and secretariat services;
 - (b) Documentation related to the services;
 - (c) Delivery of documents or records associated with the performance of the contract;
 - (d) Training required for operation.
 - (e) Acceptance costs.
- 8.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

- 9.1. Without prejudice to any variants, the tenderer may only submit one tender per 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 procurement.pse@enabel.be
- 9.4. **Tenders must be submitted no later than 2 July 2026 at at 15:00 (Jerusalem).**

10. TENDER SIGNATURE

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

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 11.1. Tenders must be in the possession of the contracting authority before **2 July 2026 at at 15:00 (Jerusalem)**.
- 11.2. Tenders are opened behind closed doors.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).
- 12.2. 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.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. **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.
- 12.9. Tenderers shall immediately inform the contracting authority of any actual or potential conflict of interest related to the JobMatch platform.

The contracting authority reserves the right to exclude any tenderer where a conflict of interest or an unfair competitive advantage cannot be effectively remedied.

This may include, but is not limited to, situations involving previous involvement in the platform, ongoing maintenance activities, access to non-public information, or other circumstances that could compromise equal treatment among tenderers.

13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.
- 13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
 - (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.

- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

13.6. Technical and Professional Capacity

The tenderer shall demonstrate the following minimum technical and professional capacity:

- Minimum two (2) similar assignments delivered during the last four (4) years for government institutions, public-sector entities, or donor-funded public service projects, demonstrating experience in:
 - Business analysis and requirements engineering
 - SRS and/or ToR development for digital platforms and information systems
 - Systems architecture, integration, and interoperability design

Proven successful completion of these assignments shall be evidenced through certificates of completion (statement or certificate without major reservation) and/or supporting documentation (contracts + proof of payment, or equivalent documents) issued or approved by the contracting entity.
- Experience in one or more of the following areas:
 - Labour market, employment, workforce development, or related public-sector digital systems
 - Labour Market Information Systems (LMIS), business intelligence, analytics, or decision-support systems
 - Digital transformation initiatives
 - AI-enabled digital platforms, recommendation systems, or intelligent automation solutions
 - Implementation governance, supervision, and operational coordination

14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. 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.
- 14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and*

Final Offer). Once negotiations have closed, the BAFO's will be evaluated as to its 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 15) will be designated the successful service provider for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

15. AWARD CRITERIA

15.1. 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
Technical Offer	70	- Qualification & Experience of Proposed Experts: 20% - Methodology & Understanding of ToR: 25 % - Similar assignments (based on quality of execution and relevance): 25%
Price: 30	30	Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 30$

15.2. Consultants whose technical score for qualification & experience is higher than 50/70 qualify for the financial evaluation.

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

16. AWARDED THE PUBLIC CONTRACT

16.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

17. CONCLUDING THE CONTRACT

17.1. 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.

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

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

- (a) These tender specifications and their annexes;
- (b) The approved BAFO and all of its annexes;

- (c) The registered letter notifying the award decision;
 - (d) Any later documents accepted and signed by both parties, as appropriate.
- 17.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

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

4. MANAGING OFFICIAL (ART. 11)

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

5. CONFIDENTIALITY (ART. 18)

- 5.1. The knowledge and information obtained by the service provider within the framework of this public contract is strictly confidential. Under no circumstances may the collected information, regardless of its origin or nature, be disclosed or transferred to third parties in any form. The service provider is, therefore, bound by a duty of confidentiality.
- 5.2. In accordance with Article 18 of the "GIR", the service provider undertakes to handle all information, facts, documents, and data — regardless of their nature or format — strictly

confidentially. This obligation applies to any information communicated to the service provider or accessed by the service provider, directly or indirectly, in connection with this public contract. Confidential information includes, but is not limited to, the very existence of this public contract.

5.3. The service provider further undertakes to:

- (a) Respect and ensure strict confidentiality of this information and take all necessary measures to safeguard its secrecy (such measures must not be less stringent than those the service provider applies to their own confidential information);
- (b) Consult, use, or exploit the information mentioned above solely to the extent strictly necessary for the preparation and, if applicable, execution of this public contract, while complying with data protection laws, particularly those governing the processing of personal data;
- (c) Not reproduce, disclose, distribute, transmit, or otherwise make the information available to third parties, in whole or in part, and in any form, without the prior written consent of the contracting authority;
- (d) Return the information to the contracting authority upon their first request;
- (e) Refrain from disclosing, directly or indirectly, the content of this public contract to third parties for advertising or any other purpose.

5.4. The service provider shall include in its contracts with subcontractors the confidentiality obligations it is required to comply with for the performance of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

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

6.2. Processing of personal data by the service provider

Where during contract performance, the service provider processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply :

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.

Given the public contract, it is to be considered that the contracting authority and the service provider will each be responsible, individually, for the processing.

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **acquires** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos,

or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.

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

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

No performance bond is required for this public contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

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

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

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

10.1. Scope

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

10.2. Nature of the amendment

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

10.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the service provider 's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

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

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

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

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

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial service provider by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR". If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial service provider shall bear the additional costs.

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

Price revisions are not allowed under this contract.

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

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

- 12.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.
- 12.3. When activities are suspended, based on this clause 12.3, the service provider is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 12.4. The service provider has a right to damages for suspensions ordered by the contracting authority when:
- (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 - (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
 - (c) The suspension occurs during the contract's performance period.

13. UNFORESEEABLE CIRCUMSTANCES

- 13.1. As a general rule, the service provider is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

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

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

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

- 15.1. The contracting authority or the service provider who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the

date on which the contracting authority or the service provider should normally have known about them.

- 15.2. The service provider may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

16. ORDER FORMS (ART. 146)

17. DEADLINES AND TERMS (ART. 147)

- 17.1. The service provider must complete the services within **12 (twelve) months**, starting from **the day after the date on which the service provider received the contract conclusion notification letter**.
The assignment shall be implemented in two phases. Phase 1 shall be completed within 2 months from the contract commencement date. Phase 2 shall start upon written instruction from the contracting authority following the completion of the vendor selection process.

18. PLACE OF PERFORMANCE (ART. 149)

The services must be performed at the following address:
The domicile or country of residence of the service provider/supplier.

19. INSPECTION OF THE SERVICES (ART. 150)

- 19.1. 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.
- 19.2. 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.

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

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

SECTION (G) - MEANS OF ACTION

21. FAILURE OF PERFORMANCE (ART. 44)

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

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
- (c) When the service provider fails to comply with written orders issued in due form by the contracting authority.

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

21.2. 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.

21.3. 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".

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

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

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

23.1. 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 23.2. 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.

23.2. The measures as of right are:

- (a) Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting

authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

- (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
- (c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting service provider. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new service provider.

SECTION (H) - END OF THE PUBLIC CONTRACT

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

- 24.1. 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.
- 24.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 24.3. When the contracting authority is in possession of the list of services provided or the invoice and the total or partial completion of the services is established in accordance with the procedures laid down in the contract documents, the contracting authority shall carry out the verification, proceed with the acceptance formalities and notify the service provider of the result. In any event, the verification shall be carried out within the processing period referred to in Article 160(1) of the "GIR" (clause 25).
- 24.4. 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.
- 24.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

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

- 25.1. 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.
- 25.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 25.3. The service provider sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Belgian agency for international cooperation Royal Center Building, 7th Floor Mecca Street, Al Bireh, Palestine.**
- 25.4. Payment will be made in accordance with one of the following arrangements: Payment will be made as follows: Payment 1 (40%): after DL1-5 Payment 2 (30%); after DL 7 Payment 3 (30%): after DL6 and 8
- 25.5. Each progress report must include:
 - (a) The progress report shall include a summary of activities performed during the reporting period, progress against the approved workplan, status of deliverables, key findings,

stakeholder coordination activities, identified risks and mitigation measures, challenges encountered, and planned activities for the next reporting period.

26. ADVANCE PAYMENTS

26.1. Notwithstanding clause 25.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 15 per cent of the reference value may be granted to the service provider.

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

- (a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;
- (b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;
- (c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

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

26.3. No advance is granted before:

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

26.4. 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.

26.5. 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

1.1. Background

The Ministry of Labour (MoL), in partnership with Enabel and the Palestinian Employment Fund (PEF), has developed an AI-Driven Job Matching Platform – JobMatch - serving as a national digital employment ecosystem supporting Palestinian jobseekers, employers, and other Labour market stakeholders to find each other.

The current platform includes core functionalities such as:

- Jobseeker and employer registration, and profile management
- AI-assisted job matching and recommendation mechanisms
- Vacancy publishing and management
- Candidate recommendation and matching workflows
- Integration with selected government verification services
- Employer and jobseeker dashboards
- Reporting and administrative management functionalities
- Initial interoperability capabilities with external systems and platforms

The platform is currently evolving toward a more advanced, scalable, and interoperable labour market ecosystem supporting:

- Labor market intelligence, analytics, and skills-gap analysis capabilities
- Automated integration of vacancies from trusted external employment sources
- Training, upskilling, and career recommendation capabilities
- Employer profile management and governance improvements
- External vacancy aggregation, synchronization, and de-duplication
- Enhanced verification and validation workflows
- Advanced dashboards, reporting, and decision-support capabilities
- Enhanced interoperability, governance, and data exchange
- Operational sustainability and institutional adoption
- Mobile application and mobile-first service capabilities
- Advanced AI-driven recommendations and intelligent user assistance capabilities

The objective of this consultancy is to support and supervise the structured and qualitative definition, implementation, and sustainability of the next development phase of the platform.

1. Objectives of the Assignment

2. General Objective

3. Support Enabel, MoL-PEF, and other relevant stakeholders in defining, governing, supervising, and supporting the next development phase of the AI-Driven Job Matching platform JobMatch. Covering at the same time technical support, with project management, strategic advice, stakeholder coordination and implementation troubleshooting.

4. Specific Objectives

5. The consultancy aims to:

- Consolidate and formalize Phase-2 requirements and platform enhancement requests
- Conduct business goals of each enhancement request as well as functional analysis activities
- Develop System Requirements Specifications (SRS)
- Identify current LMIS data, data quality, as well as LMIS BI capabilities, including BI specific software and hardware
- Define Labour Market Intelligence (LMIS/BI) and analytics requirements, as well as the typical BI reporting, cleansing, data marts aspects, organisation and processes (from raw data to BI)
- Define training recommendation and course intelligence requirements
- Define and Support interoperability and integration architecture planning
- Lead implementation governance and supervision
- Ensure sustainability coordination and operational readiness
- Facilitate coordination between MoL-PEF, vendors, and other relevant stakeholders
- Lead and coordinate User Acceptance Testing, roll-out, and implementation validation activities

The consultancy entails taking up a leading role for the assignment in coordination with the core stakeholders and under the final validation of Enabel.

6. Scope of Work - Phases

Phase 1: Platform assessment, requirements engineering, strategic roadmap, and technical specification development

The consultant shall undertake a comprehensive review and analysis of the existing JobMatch platform and support the definition of future platform requirements, governance arrangements, and implementation priorities. The assignment shall include the following components:

7. Analysis of the Current Situation

The consultant shall:

- Review the current JobMatch platform architecture, workflows, functionalities, and operational setup.
- Review the Software Requirements Specifications (SRS) of the existing platform, technical documentation, and related development artefacts of the current platform.
- Assess the current governance, operational processes, and institutional arrangements related to platform management and maintenance.
- Consolidate existing enhancement requests, change requests, lessons learned, and stakeholder feedback.
- Conduct consultations, meetings, and workshops with relevant stakeholders, including:
 - Palestinian Ministry of Labour (MoL)
 - Palestinian Employment Fund (PEF)
 - Enabel
 - current and/or previous service providers linked to the JobMatch platform
 - other relevant stakeholders where applicable

- Conduct a functional review and gap assessment of the current platform, identifying strengths, limitations, missing functionalities, integration gaps, and operational bottlenecks.

8. Consolidation of Definitions and Requirements

The consultant shall:

- Validate, analyse, and classify requirements into:
 - existing functionalities.
 - required enhancements.
 - new functional requirements.
- Conduct business analysis and process review activities
- Assess and document the business justification, target beneficiaries, expected impact, and strategic alignment of major requirements and enhancement requests
- Support requirement prioritization based on business value, stakeholder needs, and strategic objectives
- Define and document:
 - functional and non-functional requirements.
 - user workflows, use cases, and operational scenarios.
 - role-based access and governance requirements where applicable.
 - data governance, privacy, interoperability, and access control requirements.
 - security requirements.
- Support the definition and consolidation of requirements related to:
 - labour market analytics and labour market intelligence.
 - dashboards, reporting structures, and KPI definitions.
 - skills-gap analysis.
 - employer demand analytics and vacancy trend analysis.
 - business intelligence and data warehouse architecture recommendations.
- Support the definition of training recommendation and course intelligence functionalities, including:
 - structured training and course catalogue frameworks taking into consideration relevant international standards and interoperability models (where applicable)
 - approaches for connecting with existing learning providers and training platforms
 - assessment of integration options with external learning platforms (e.g. Coursera, Udemy, edX, TVET platforms, local training providers, and other relevant sources). including financial consequences or financial prerequisites both for integrating them into JobMatch as well as the usage of these trainings by jobseekers
 - requirements for Automated skill gap analysis and training recommendation capabilities
 - integration approaches including APIs, data sharing, legally acceptable scraping mechanisms, and/or manual uploads
 - recommendation workflows linking jobseeker skill gaps to training opportunities
 - course meta-data requirements

- governance rules related to course quality, source attribution, update frequency, and provider responsibilities

9. Roadmap Development

Based on the situational analysis and consolidated requirements, the consultant shall:

- Develop a phased platform roadmap outlining based on the priority of the to-be-achieved-strategic goals:
 - short-term priorities and quick wins/solutions
 - medium-term platform enhancements and integrations
 - long-term strategic platform evolution and future functional modules
- Define implementation sequencing, prioritisation criteria, and indicative development phases
- Support backlog governance and prioritisation mechanisms
- Support change request governance and implementation planning
- Provide recommendations regarding platform scalability, interoperability, sustainability, and future expansion

10. SRS development

The consultant shall develop Software Requirements Specifications (SRS) for the future evolution of the JobMatch platform, including at minimum:

- Functional and non-functional requirements.
- Labour Market Intelligence and Business Intelligence requirements, starting from knowing which strategic information is needed.
- Training Recommendation and Course Intelligence requirements.
- Reporting and analytics requirements.
- Integration and interoperability requirements.
- Data governance, privacy, and access control requirements.
- Security requirements.
- Governance and operational requirements.
- Future functional modules and roadmap-related requirements.

11. Support in Vendor Selection

The consultant shall provide technical support to the contracting authority during vendor selection and procurement processes, including:

- Supporting procurement preparation activities where required.
- Providing technical clarifications and inputs to procurement documentation.
- Supporting technical evaluation processes and assessment of vendor proposals where requested.
- Providing technical advice related to implementation feasibility, sequencing, and alignment with the final SRS and roadmap.

Phase 2: Implementation management, responsible AI oversight, and sustainability coordination

The consultant shall support the implementation, coordination, monitoring, governance, and sustainability of the JobMatch platform phase 2 implementation process. The assignment shall include the following components:

1. Support to implementation preparation

The consultant shall:

- Participate in kick-off meeting(s) with vendors and stakeholders.
- Review and provide feedback on vendor inception report(s).
- Validate implementation approaches, methodologies, timelines, and workplans.
- Support implementation preparation and operational readiness activities.
- Provide technical and operational guidance to support alignment with the approved SRS and roadmap.

2. Stakeholder coordination and communication

The consultant shall:

- Facilitate coordination between the Palestinian Ministry of Labour (MoL), the Palestinian Employment Fund (PEF), Enabel, vendors, and other relevant stakeholders.
- Support implementation communication and coordination mechanisms.
- Facilitate collaboration between technical, operational, and governance stakeholders.
- Support governance and ownership coordination processes where applicable.
- Facilitate coordination related to support, maintenance, and operational continuity arrangements.

3. Implementation governance, supervision, and quality assurance

The consultant shall:

- Participate in regular implementation follow-up meetings (weekly with a duration of 1.5 hours on average – adjusted to peaks and lows in the implementation process) with the core team members, and other stakeholders when needed.
- Review implementation progress, milestones, and deliverables.
- Monitor vendor collaboration, implementation timelines, and delivery performance.
- Follow up and validate compliance of deliverables against the approved SRS.
- Support issue tracking, escalation, and resolution coordination.
- Review implementation risks and mitigation measures.
- Monitor implementation activities and operational readiness.
- Support implementation planning, coordination, and quality assurance of deliverables.

4. Responsible AI, data governance, and ethical compliance

The consultant shall:

- Consider responsible AI, explainability, transparency, privacy, and governance aspects related to AI-enabled functionalities of the platform.
- Support alignment with applicable data governance, privacy, and ethical standards.
- Provide recommendations related to responsible and sustainable use of AI-driven functionalities.
- Review AI-related implementation considerations, risks, and governance mechanisms where applicable.

5. User Acceptance Testing (UAT) and go-live support

The consultant shall:

- Support User Acceptance Testing (UAT) planning and validation processes.
- Review test scenarios, testing procedures, and validation reports.
- Support training follow-up and operational readiness activities.
- Support go-live readiness assessments and deployment activities.
- Support post-go-live monitoring, stabilization, and follow-up activities.

6. Sustainability planning and operational continuity

The consultant shall:

- Define and support the platform sustainability, governance, ownership, and operational continuity approach
- Support institutional adoption, operational readiness, and long-term sustainability activities
- Support stakeholder coordination, handover planning, and sustainability-related follow-up actions
- Support capacity building and post-go-live transition activities to ensure continuity of operations
- Monitor operational and governance risks affecting the sustainability and continuity of the platform
- Provide recommendations on governance, ownership, maintenance, and long-term sustainability arrangements.

12. Minimum requirements for the consulting team

The consulting team (at least two persons) shall meet the following minimum requirements:

- Minimum 7 years of relevant professional experience in:
 - Business Process Analysis
 - Business analysis
 - Digital transformation
 - ICT governance
 - Platform systems
 - SRS development
 - Coordination experience with different stakeholders (public, private)
- Proven experience in at least 3 similar assignments during the last 5 years related to:

- Digital platforms
- Labor market systems
- Business intelligence and analytics systems
- Public-sector digital systems
- System implementation governance and supervision
- Proven experience in:
 - Stakeholder facilitation and workshop management
 - Requirements gathering and process analysis
 - Integration and interoperability requirements
 - Roadmap and implementation planning
 - UAT and implementation follow-up
 - Collaborating with relevant government stakeholders
- Demonstrated experience in drafting:
 - SRS documents
 - Functional specifications
 - Technical requirements
 - Procurement technical documentation
- Experience in labour market systems, employment services, training ecosystems, or workforce development platforms is considered an advantage
- Experience in AI-enabled digital systems, analytics platforms, or recommendation systems is considered an advantage
- Excellent written and verbal communication skills in English and Arabic are mandatory

One expert may cover more than one role if properly justified in the proposal.

13. Level of Effort and Availability

1. **Phase 1** requires intensive engagement over period of 2 months for analysis, SRS development, roadmap development and vendor selection phase.
2. **Phase 2** requires intermittent support throughout the implementation phase of an additional 10 months starting after vendor selection, subject to confirmation after finalization of phase 1 and with possibility of extension depending on future budget.
3. The consultant shall remain available for additional coordination meetings and follow-up with Enabel, MoL-PEF, vendors, and relevant stakeholders throughout the assignment

14. Place of Performance

The assignment may be performed on a hybrid basis combining remote work and physical meetings and visits.

The consultant shall attend in-person meetings when requested by Enabel or MoL-PEF in Ramallah.

15. Deliverables

16. Phase 1 deliverables

#	Deliverable	Description	Estimated working days
DL1	Kick-off meeting Inception Report	Inception report including: <ul style="list-style-type: none"> • Methodology • Workplan • Stakeholder engagement plan • Governance approach 	4
DL2	Current System Gap Analysis and Requirements Consolidation Report	Including: <ul style="list-style-type: none"> • Existing functionality review • Requirement traceability assessment • Gap analysis • Stakeholder requirement consolidation • Focus Group Discussions/Key Informant interviews 	12
DL3	Final SRS	Including: <ul style="list-style-type: none"> • Functional and Non-Functional Requirements • Labor Market Intelligence and BI Requirements • Training Recommendation and Course Intelligence Requirements • Reporting and Analytics Requirements • Integration and Interoperability Requirements • Data Governance, Privacy, and Access Control Requirements • Security and Access Control Requirements • Integration and Data Governance Architecture Note • First reflection on the needs related to future (potentially only phase 	8

		3) functional modules and platform roadmap requirements	
DL4	Product Roadmap and Prioritization Matrix	<p>Including</p> <ul style="list-style-type: none"> • Short-term operational roadmap (12 months) • Medium-term Priorities • Strategic roadmap, including 2-5 year vision 	3
DL5	Contribute to the development of the ToR to select the vendor and participate in the selection process	<p>Including:</p> <ul style="list-style-type: none"> • Support Procurement preparation • Technical clarifications and evaluation • Support during vendors selection and inception 	5
			32

17. Phase 2 deliverables

#	Deliverable	Description	Estimated working days
DL6	<p>Project Supervision, Coordination</p> <p>Monthly operational follow-up report</p>	<p>Supervision of implementation and follow-up</p> <p>Report including:</p> <ol style="list-style-type: none"> 1. Technical Compliance of the vendor deliverables Against the approved SRS 2. Risk and Change Management 3. Stakeholder coordination 4. Ecological considerations 5. Post-go-live monitoring observations 6. Operations continuity assessment and recommendations 7. Sustainability observations 	60 (average of 6 days a month)

DL7	UAT, Training Supervision, Operational Readiness, and Go-Live Assessment Report	Report including: 1. UAT planning and validation observations 2. Test Scenario 3. Training follow-up 4. Deployment and operation readiness observation	9
DL8	Final consultancy report (after 2+10 months)	Report including: <ul style="list-style-type: none"> • Project completion summary • Key findings • System performance observations • Sustainability considerations • Strategic recommendations 	4
			73

DELIVERY / PERFORMANCE DEADLINE / DURATION	
Obligatory date of output:	<p>The duration of this assignment shall commence upon signature of the awarding letter.</p> <p>Phase 1, including the requirements consolidation, gap analysis, stakeholder consultations, and development of the SRS and roadmap deliverables, and support to the vendor selection process, is expected to require approximately 2 months.</p> <p>Following the completion of the vendor selection process, Phase 2 shall commence and continue for approximately 10 months, covering implementation governance, supervision, UAT support, rollout follow-up, and post-go-live monitoring.</p> <p>The period between Phase 1 and Phase 2 will depend on the duration of the procurement and vendor selection process.</p>

6 SELECTION FILE

APTITUDE TO EXERCISE THE PROFESSIONAL ACTIVITY

1. OFFICIAL REGISTRATION

The tenderer must demonstrate being officially registered in the relevant trade or vocational register in accordance with the legislation of the country where the tenderer is established.

TECHNICAL AND PROFESSIONAL APTITUDE

2. SUBCONTRACTING

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

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
- (b) List of subcontractors (see clause 2 of chapter 8 Forms);
- (c) Tender form - Prices (clause 3 of chapter 8 Forms)
- (d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);
- (e) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);
- (f) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
- (g) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
- (h) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (i) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- (j) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

1. IDENTIFICATION FORM



Identification form Natural person

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

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

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

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	

Identification form Legal person

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.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> - FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

Identification form Public actor - entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

3. TENDER FORM - PRICES

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

Please share a lump sum price for Phase 1 and one for Phase 2.

PRICES ²		
Description	Unit	Total price in euros exclusive of VAT
Phase 1 Requirements Consolidation, Business Analysis, Development of SRS, Product Roadmap, Labour Market Intelligence (LMIS/BI) Requirements, Training Recommendation Framework, Integration & Data Governance Requirements, and Procurement Support including:		
#	Deliverable	Description
DL1	Kick-off meeting Inception Report	Inception report including: <ul style="list-style-type: none"> • Methodology • Workplan • Stakeholder engagement plan • Governance approach
DL2	Current System Gap Analysis and Requirements Consolidation Report	Including: <ul style="list-style-type: none"> • Existing functionality review • Requirement traceability assessment • Gap analysis • Stakeholder requirement consolidation • Focus Group Discussions/Key Informant interviews
DL3	Final SRS	Including: <ul style="list-style-type: none"> • Functional and Non-Functional Requirements • Labor Market Intelligence and BI Requirements
		Lump Sum

		<ul style="list-style-type: none"> • Training Recommendation and Course Intelligence Requirements • Reporting and Analytics Requirements • Integration and Interoperability Requirements • Data Governance, Privacy, and Access Control Requirements • Security and Access Control Requirements • Integration and Data Governance Architecture Note • First reflection on the needs related to future (potentially only phase 3) functional modules and platform roadmap requirements 		
DL4	Product Roadmap and Prioritization Matrix	<p>Including</p> <ul style="list-style-type: none"> • Short-term operational roadmap (12 months) • Medium-term Priorities • Strategic roadmap, including 2-5 year vision 		
DL5	Contribute to the development of the ToR to select the vendor and participate in the selection process	<p>Including:</p> <ul style="list-style-type: none"> • Support Procurement preparation • Technical clarifications and evaluation • Support during vendors selection and inception 		
<p>Phase 2 Implementation Governance, Sustainability Coordination, Stakeholder Facilitation, and Supervision of Phase Two System Implementation including:</p>			Lump Sum	

DL 6	Project Supervision, Coordination Monthly operational follow-up report	Supervision of implementation and follow-up Report including: 8. Technical Compliance of the vendor deliverables Against the approved SRS 9. Risk and Change Management 10. Stakeholder coordination 11. Ecological considerations 12. Post-go-live monitoring observations 13. Operations continuity assessment and recommendations 14. Sustainability observations		
DL 7	UAT, Training Supervision, Operational Readiness, and Go-Live Assessment Report	Report including: 5. UAT planning and validation observations 6. Test Scenario 7. Training follow-up 8. Deployment and operation readiness observation		
DL 8	Final consultancy report (after 2+10 months)	Report including: <ul style="list-style-type: none"> • Project completion summary • Key findings • System performance observations • Sustainability considerations • Strategic recommendations 		

Total amount

Total amount in words:

.....
 * In case the contract is extended, the unit prices mentioned apply. See also contractual dispositions.

All prices in the tender are given in Euro. Prices given are exclusive of VAT.

In case of companies: prices given are exclusive of VAT.

In case of individual: to ensure payment of taxes the consultant will bring a certificate for deduction from source, failing to do so, a percentage (according to the applicable Palestinian law) from the total payment will be deducted and paid directly to tax authorities by Enabel.

Individual Consultants registered in Israel, 30% will be deducted at payment unless they provide a deduction at source certificate.

4. 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:			

5. List of the main similar assignments

The tenderer must provide in his offer the list of the main similar assignments (min. 3) delivered in the last 5 years. This list must demonstrate the tenderer's technical capacity to implement the required assignment.

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

Description of project	Overall contract value	Dates (start/end)	Name of client

Date

Place

Signature

List of the main similar assignments

Documents to be submitted – exhaustive list

- 1 Signed and if possible stamped tender document and TOR
- 2 Signed and stamped all forms duly filled (including identification sheet with bank account details, financial offer, Integrity statement, declaration of honour)
- 3 List of the main similar assignments (min. 3) delivered in the last 3 years (filled in point 5.5 of this RFP) with Certificates of completion (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices) approved by the entity which awarded the contract.
- 4 Proposed methodology
- 5 Proposed timeframe
- 6 Company Profile
- 7 CV(s) of the expert(s) proposed for implementing this services contract that clearly highlighting the needed qualifications for this assignment, experience certificates, and supporting documents for all personnel.
- 8 Copy of IDs for all personnel
- 9 Deduction at source (if applicable)
- 10 Registration certificate (if applicable)
- 11 Bank Certificate in EURO Currency (with IBAN)

