



TENDER SPECIFICATIONS

Public service contract for “**Framework Contract for the provision of recruitment services Enabel Tanzania**”

Reference №: **2834TZA-10181**

Country: **Tanzania**

Direct Negotiated Procedure with Prior Publication

Deadline for requesting clarifications: Until the **tenth day** before the deadline for submission of tenders

An information session is organized: **Yes**, for details see clause 4 of chapter 3 Award Procedure

Deadline for submission of tenders: **3 August 2026 at 16:00 (EAT)**

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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 Tanzania, is represented by :

Name	Position
Koenraad Goekint	Country Director
Othman Boufaied	Contract Manager

- 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 Tanzania and applicable tax legislation is legislation of Tanzania. For more information on this tax regime, you can contact Alern Mgeni, 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 framework contract for the provision of recruitment services.

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. The framework contract shall enter into force upon notification of award and shall be valid for a fixed period of two (2) years. It may be renewed once for a maximum of four (4) years, in accordance with the terms and conditions set out in the initial tender specifications. Should the framework contract not be renewed, the supplier shall not be entitled to claim any damages.
- 4.2. Without prejudice to measures as of right, the contract may be terminated each year by the contracting authority, giving notice by registered letter to be sent 90 calendar days before the anniversary date of the contract.
- 4.3. Termination of the contract under the above conditions does not give rise to any right to compensation.

5. VARIANTS

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

6. OPTIONS

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

7. QUANTITIES

- 7.1. Quantities will be determined in subsequent orders.
- 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 estimated quantities are stated in the price form (clause 3 of chapter 8 Forms).

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Direct Negotiated Procedure with Prior Publication pursuant to Article 41, § 1, °1 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

- 2.1. The following official platform:
 - (a) The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)
- 2.2. The following platforms:
 - (a) Website of Enabel (www.enabel.be);
 - (b) Website of the OECD (Organisation for Economic Co-operation and Development).

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Alern Mgeni

Procurement Officer

alern.mgeni@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 **tenth 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 (alern.mgeni@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.

4. INFORMATION SESSION

An information session to clarify the tender requirements and conditions for submitting a compliant offer will be held online via Microsoft Teams on 15th July 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 and procurement.tza@enabel.be by 14th July 2026 at 16:00pm EAT. A participation link will be shared with registered participants in due course.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

5. VALIDITY PERIOD OF TENDERS

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

6. DATA TO BE INCLUDED IN THE TENDER

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

- 6.6. The tenderer also attaches the following to his tender:
 - (a) All documents demanded for the application of qualitative selection (see clause 14 and 6 Selection file) and award criteria (see clause 16);
 - (b) 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).
- 6.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
- (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.
- 6.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 6.9. 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 14 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

7. TENDER CURRENCY

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

8. DETERMINATION OF PRICES

- 8.1. This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 8.2. 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.

9. ELEMENTS INCLUDED IN THE PRICE

- 9.1. The tenderer is to include in his unit prices any charges and taxes generally applied to services according to the applicable tax legislation of Tanzania, 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 Tanzania, the attention of tenderers who are non-tax residents of Tanzania is drawn to the tax on the profits of non-residents (15%) applicable to this category of service provider. It is also the tenderer's responsibility to obtain information on all other tax provisions applicable in Tanzania.
The 15% 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.
- 9.2. 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) Acceptance costs.
- 9.3. All relevant costs must be factored into the prices for this public contract.

SECTION (C) - SUBMISSION OF TENDERS

10. SUBMISSION OF TENDERS

- 10.1. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 10.2. *Considering article 14, § 2, °1 of the Law of 17 June 2016 on public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the Law of 17 June 2016 on public procurement, and this because, due to the specialised nature of the public contract, the use of electronic means of communication requires specialised tools, resources or file formats not generally available or where the tools, resources or file formats required are not supported by generally available applications.*
- 10.3. *The specific reasons for requiring the use of paper tenders are: Pursuant to Article 14, §2, points 1°, 2° and 3° of the Law of 17 June 2016 on public procurement, the submission and receipt of tenders must be carried out by postal delivery or any other appropriate courier service. Submitting tenders electronically via the e-tendering application is not sufficiently supported by the internet access facilities available to tenderers in Tanzania. Therefore, the contracting authority deems it inappropriate to impose the mandatory use of electronic communication methods.*
- 10.4. The tenderer submits their tender as follows:
- One original copy of the completed tender shall be submitted on paper.
- The tenderer shall attach copies of the documents requested in these tender specifications. These copies may be submitted as one or more PDF files on a USB stick.
- The submission is to be made in a properly sealed envelope, bearing the following information:
- Tender: 2834TZA-10181 - Framework Contract for the provision of recruitment services
Enabel Tanzania**
To the attention of: **Alern Mgeni, Procurement Officer.**
- 10.5. **The tender must be submitted before 3 August 2026, at 16:00 (EAT)**, in one of the following ways:
- (a) By mail (standard or registered mail): In this case, the sealed envelope should be placed in a second closed envelope addressed to:

**Belgian agency for international cooperation
14/15 Masaki, Haile Selassie Road Oasis Office Park, 4th Floor
P.O Box 23209,
Dar es Salaam, Tanzania.**
 - (b) Delivered by hand with an acknowledgment of receipt: The tender may be delivered in person on working days during office hours, from 9 am to 12 pm and from 1 pm to 5 pm - see the address provided under this clause 10.5 (a).
- 10.6. **The contracting authority draws the attention of the tenderer to the fact that submitting a tender by email does not satisfy the requirements of this clause 10. A tender submitted by email will be discarded.**

11. TENDER SIGNATURE

- 11.1. **The tender and all accompanying documents must be signed (original hand-written signature) by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.
- 11.2. 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.
- 11.3. 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.

12. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 12.1. Tenders must be in the possession of the contracting authority before **3 August 2026 at 16:00 (EAT)**.
- 12.2. The tender opening session will take place behind closed doors at the address given under clause 10 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

13. EXCLUSION GROUNDS

- 13.1. 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).
- 13.2. 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.
- 13.3. 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 14 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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.

- 13.7. 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.
- 13.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

14. QUALITATIVE SELECTION

- 14.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 14.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 16 subject to the regularity of these tenders.
- 14.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
- (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 14.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 14.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

15. OVERVIEW OF THE PROCEDURE

- 15.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 15.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 15.3. 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 16). 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.
- 15.4. 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 and the minimum requirements

are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

- 15.5. 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 16) 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.

16. AWARD CRITERIA

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

Technical criteria: 60%

No.	Qualitative Award Criteria	Points
1.	Detailed methodology describing how all activities and sub-activities will be carried out.	30 points
2.	Detailed timetable and workflow	20 points
3.	Risk analysis and proposed mitigation measures	10 points

Only tenderers obtaining at least 40 points out of 60 in the technical evaluation shall proceed to the financial evaluation.

Price criteria: 40%

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

$$\text{Points tender A} = \frac{\text{Amount of lowest tender}}{\text{Amount of tender}} * 40$$

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

17. AWARDDING THE PUBLIC CONTRACT

- 17.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 17.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

18. CONCLUDING THE CONTRACT

- 18.1. The contract is formed upon notification to the successful tenderer of the approval of their tender.
- 18.2. Notification is made via digital platforms or email, and, on the same day, by registered post.

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

- (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.

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

4 SPECIAL CONTRACTUAL PROVISIONS

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

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

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

4. MANAGING OFFICIAL (ART. 11)

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

5. CONFIDENTIALITY (ART. 18)

- 5.1. Service providers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

- 5.2. Service providers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the service provider, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

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

6.2. Processing of personal data by the service provider

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 **does not acquire** 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.
- 7.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified 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 unfavourable 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. DEADLINES AND TERMS (ART. 147)

- 16.1. The service provider must complete the recruitment process within ninety (90) calendar days from the order date. This period excludes delays attributable to the Contracting Authority.

17. PLACE OF PERFORMANCE (ART. 149)

The services must be performed in **Tanzania**.

18. INSPECTION OF THE SERVICES (ART. 150)

- 18.1. 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.
- 18.2. 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.

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

- 19.1. The service provider assumes full responsibility for any mistakes or deficiencies in the services delivered.
- 19.2. 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

20. FAILURE OF PERFORMANCE (ART. 44)

- 20.1. 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).

- 20.2. 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.
- 20.3. 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".

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

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.
- 21.4. 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.

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

- 22.1. 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 22.2. 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.
- 22.2. 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

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

- 23.1. 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.
- 23.2. Final Acceptance will occur upon service delivery completion, marking full contract completion.
- 23.3. 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 24).

- 23.4. 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.
- 23.5. Any progress payment shall be preceded by partial acceptance. The last partial acceptance is considered final acceptance and concludes the services under the contract.

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

- 24.1. 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.
- 24.2. Only services that have been performed correctly may be invoiced. The invoice must be issued in EURO.
- 24.3. All invoices must be sent over email to: tanzania.admin@enabel.be with the Managing Official's email in copy.
- The invoice must include:
1. Purchased order (PO) number. Invoices without the PO number will not be processed;
 2. The corresponding acceptance report signed by the Managing Official.
 3. The physical copy of the EFD receipt (if applicable).
- 24.4. Payment will be made via bank transfer(s) only.

25. ADVANCE PAYMENTS

- 25.1. No advance payment shall be made under this contract.

5 TERMS OF REFERENCE

1. BACKGROUND AND JUSTIFICATION

Enabel is the Belgian agency for international 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.

2. OBJECTIVES OF THE PUBLIC CONTRACT AND EXPECTED RESULTS

2.1. Objectives of the public contract

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.

2.2. 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:
 - Psychometric and / or Aptitude tests
 - Work-sample tests (AI-resistant)

- Soft skills assessment
- 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, unless otherwise agreed with the Managing Official (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 o 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

3. TECHNICAL OFFER

The tenderers should submit a technical offer of maximum 5 pages (excluding table of content and front page) focusing on the recruitment process as follows:

- **Detailed methodology** describing how all activities and sub-activities will be carried out.
- **Detailed timetable and workflow** for the recruitment activities.
- **Risk analysis and proposed mitigation measures** related to the recruitment process, including, but not limited to, AI-assisted cheating during assessments, verification of the authenticity of CVs and qualifications, background checks, and candidate flight risk.

4. 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. 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)

S/N	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
22.	Invoicing and Payments	Provider & Enabel's Finance

6. 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

7. SPECIAL PROVISION

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.

6 SELECTION FILE

TECHNICAL AND PROFESSIONAL APTITUDE

1. STAFF QUALIFICATIONS AND EXPERIENCE

1.1. The tenderer shall provide the documents below to demonstrate that it has the required expertise and personnel to perform the contract.

Required expertise for the firm

The tenderer must submit the following:

- A valid business licence authorising the provision of recruitment services or HR consultancy services in Tanzania.
- At least three (3) similar assignments carried out within the last three (3) years, supported by reference letters or contracts or certificates of successful completion issued by the respective clients.

Required Key staff's Profile

The tenderer must submit CVs for the following staff:

- Expert n°1
 - ◆ Master's degree
 - ◆ At least 5 years' experience in Human Resources management
 - ◆ At least 3 years' experience in managing recruitment services
 - ◆ Fluent in English
- Expert n°2
 - ◆ Bachelor's degree
 - ◆ 5 years' experience in recruitment services
 - ◆ Fluent in English

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 14 of chapter 3 Award Procedure);
- (f) All documents demanded in clause 16 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 14 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
- (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.
- (k) **Incorporation certificate:** The Bidder shall include in his tender the incorporation certificate from the competent authority.
- (l) **Criminal record certificate** At the latest before award, the bidder must provide a criminal record certificate for the person mandated to commit for the firm.
- (m) **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. The Bidder registered in Belgium must be in order for the first term of 2025.
- (n) **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.

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 Postal code City, Region/Province 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	
DATE <i>DD MM YYYY</i>	SIGNATURE



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>	

Postal code City, Region/Province Country	
TELEPHONE NUMBER	
E-MAIL	
DATE DD MM YYYY	SIGNATURE OF AUTHORISED REPRESENTATIVE



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	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

2. LIST OF SUBCONTRACTORS

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

List of subcontractors planned to be engaged in the implementation of the contracts				
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged (if applicable)	Other entity within the meaning of paragraph 1 ^{er} of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

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

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

3. TENDER FORM - PRICES

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.

Item	Unit	Estimated Quantity	Unit price	Total price (Excl VAT)
Support Functions	Hire	12	€	€
Expert Functions	Hire	30	€	€
Management Functions	Hire	8	€	€
WHT to be retained at source: 5% for local bidders or 15% for international bidders				
GRAND TOTAL incl. WHT and excl. VAT				€
VAT (18%)				€

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

- The tenderers are requested to quote for all items listed above.
- 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. Where no VAT exemption applies, VAT shall be payable in accordance with the applicable tax legislation.
- 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 use of this form to quote for prices is mandatory.
- All prices should be quoted in Euros, exclusive of VAT, and inclusive of any applicable withholding tax.

Attention!

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.

Handwritten original signature(s)

Last name, first name:

Function:

Date:

Signature:

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:			