



## **Tender Document**

### **Invitation to tender in accordance with the European open procedure for the procurement of HR services in Morocco**

|                   |                 |
|-------------------|-----------------|
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## Definition of terms

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Candidate                               | A person selected by the Contractor for the shortlist for a CPM position.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Contract                                | The written framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.                                                                                                                                                                                                                                                                                                                                                           |
| Contracted Project Member (CPM)         | The project member hired by the Contractor to contribute to the CBI activities in Morocco.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Contracting Authority                   | The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Contractor                              | The party with whom the Contracting Authority concludes the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Data processing Agreement               | An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract. |
| European Single Procurement Document    | A statement in which the Tenderer declares his compliance with the requirements specified in this document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Exclusion Ground                        | A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Further Agreement                       | A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| General Government Terms and Conditions | General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i> ).                                                                                                                                                                                                                                                                                                                                                                                                                           |
| IUC-EZK                                 | The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.                                                                                                                                                                                                                                                                                                                                                                                      |

|                                       |                                                                                                                                                                                              |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Memorandum of Information             | A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed. |
| Most Economically Advantageous Tender | The Tender that achieves the highest definitive total score based on the best price-quality ratio.                                                                                           |
| Public Procurement Act                | The Public Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> )                                                                                                                             |
| Suitability requirements              | The requirements with which Tenderers must comply in order to be eligible to win the tender.                                                                                                 |
| Tender                                | A quotation submitted by the Tenderer in response to this Tender Document.                                                                                                                   |
| Tenderer                              | An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.                          |
| Tender Document                       | This document and all of its annexes.                                                                                                                                                        |
| Tendering authority                   | The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy.                                                                                   |

# 1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the procurement of human resources (HR) services in Morocco.

You are hereby invited to submit a Tender based on this Tender Document.

## 1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of the Netherlands Enterprise Agency (RVO).

IUC-EZK will act as process manager during this tendering process.

*The Netherlands Enterprise Agency (RVO)*

The Netherlands Enterprise Agency (RVO) helps entrepreneurs and organisations to invest, develop and expand their businesses and projects. Both in the Netherlands and abroad. It is a government agency which is part of the Dutch Ministry of Economic Affairs and Climate Policy. RVO supports entrepreneurs, NGOs, knowledge institutes, policymakers and organisations. It improves collaborations and strengthen positions through its funding and networks. By sharing its know-how, RVO helps entrepreneurs and organisations move forward doing business abroad.

## 1.2 Reason for this invitation to tender

The Centre for the Promotion of Imports from developing countries (CBI, a subsidiary of RVO) has formulated a project to support the development of the olive oil sector in Morocco. The ultimate goal of the project is to improve work and/or entrepreneurship opportunities for young women and men in this sector, by promoting exports. The project will run from 2023 to 2027.

For this project we want to mobilise a local project team. We are looking for a local HR service provider to assist with the recruitment, selection, contracting, employment and salary payment of our project staff, amongst others a project manager.

## 1.3 Time schedule

The schedule below applies to this tendering process.

|                              |                                                                                                                                                                                                                                                                                                                          |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25 October 2023              | Issuing of publication, start of tendering period.                                                                                                                                                                                                                                                                       |
| 17 November 2023, 17:00h CET | Closure of 1st round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions). |
| 1 December 2023              | Issuing of 1st Memorandum of Information                                                                                                                                                                                                                                                                                 |
| 13 December 2023, 13:00h CET | Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.                                                                                                                                                                                                                               |
| 26 January 2024              | Announcement of the award of the Contract.                                                                                                                                                                                                                                                                               |
| 15 February 2024             | Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.                                                                                                                                                                    |
| 9 February 2024              | Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.                                                                                                                                                                                                                          |
| 26 February 2024             | Starting date of Contract.                                                                                                                                                                                                                                                                                               |

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

## 2. Description of assignment

### 2.1 Description and objective of the assignment

CBI is looking for a local HR service provider to assist with the recruitment, selection, contracting and salary payment of our project staff in Morocco.

CBI requires the following responsibilities and activities from the HR service provider.

| <b>Recruitment</b>                      |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                       | Receive Job Descriptions from CBI. Advise on country specific aspects of the roles.                                                                                                                                                                                                                                                                                                                                                   |
| 2                                       | Actively approach potential candidates by publicising the vacancy through various channels, including social media and their network.                                                                                                                                                                                                                                                                                                 |
| 3                                       | Propose a minimum of three candidates that meet the position criteria.                                                                                                                                                                                                                                                                                                                                                                |
| <b>Contract preparation and signing</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4                                       | Prepare contracts in compliance with local law and regulations for the Contracted Project Members (CPM).                                                                                                                                                                                                                                                                                                                              |
| 5                                       | Ensure that the CPM's are compliant with all applicable (local) laws and regulations (including any mandatory screenings/checks).                                                                                                                                                                                                                                                                                                     |
| 6                                       | Include all applicable terms and conditions, job description, timesheets, templates, and any other documentation as needed with the contract.                                                                                                                                                                                                                                                                                         |
| 7                                       | Explain the contract, terms and conditions and other documentation to the Candidate.                                                                                                                                                                                                                                                                                                                                                  |
| 8                                       | Sign the contract with the Candidate (including all terms and conditions).                                                                                                                                                                                                                                                                                                                                                            |
| 9                                       | Second the CPM's to CBI.                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Salary services for CPM</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 10                                      | Design and maintain a monthly salary slip for each CPM.                                                                                                                                                                                                                                                                                                                                                                               |
| 11                                      | For each CPM, calculate the net and gross salary, including all taxes in compliance with local law and regulations.                                                                                                                                                                                                                                                                                                                   |
| 12                                      | Ensure payroll is processed in a tax compliant manner and consult with the (local) relevant authorities regarding: <ul style="list-style-type: none"> <li>- Social insurance;</li> <li>- Income tax;</li> <li>- Any other employment related tax.</li> </ul>                                                                                                                                                                          |
| 13                                      | Ensure up to date and accurate records of tax are maintained.                                                                                                                                                                                                                                                                                                                                                                         |
| 14                                      | The monthly salary slip is shared with each CPM and with CBI as a supporting document to the invoice.                                                                                                                                                                                                                                                                                                                                 |
| 15                                      | Social insurance subscriptions, taxes, allowances, pension schemes are shown separately in the monthly breakdown attached to the invoice.                                                                                                                                                                                                                                                                                             |
| 16                                      | Process monthly payments to CPM's in compliance with local law and regulations.                                                                                                                                                                                                                                                                                                                                                       |
| <b>(Labour) law services</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 17                                      | Make sure that any needed documentation is compliant with the applicable laws and regulations.                                                                                                                                                                                                                                                                                                                                        |
| <b>Medical insurance</b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 18                                      | Advise on medical insurance services to be provided in line with industry best practice.                                                                                                                                                                                                                                                                                                                                              |
| 19                                      | Ensure value for money to CBI by providing multiple medical insurance quotes.                                                                                                                                                                                                                                                                                                                                                         |
| 20                                      | Obtain medical insurance coverage from the supplier selected in consultation with CBI.                                                                                                                                                                                                                                                                                                                                                |
| 21                                      | Inform the CPM about the medical insurance services provided by the medical insurance service provider.                                                                                                                                                                                                                                                                                                                               |
| 22                                      | Issue the medical insurance ID to the CPM within a month from start of contract of CPM.                                                                                                                                                                                                                                                                                                                                               |
| <b>Other insurance</b>                  |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 23                                      | Advise CBI on any other insurances that might be relevant and provide these insurances if requested by CBI. <ul style="list-style-type: none"> <li>- If the work of the CPM includes travel, a travel insurance is issued.</li> <li>- Accident insurance is issued, which covers the occurrence of any accidents which may happen during work or at any time.</li> <li>- Life insurance can be issued upon request by CBI.</li> </ul> |

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Additional pension scheme</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 24                                  | Advise CBI on industry best practice for CPM pension.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 25                                  | Enroll CPM to the pension scheme if requested by CBI.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 26                                  | Prepare annual pension calculations and add them to the breakdown in the pay slip.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Safety and security</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 27                                  | Ensure that the CPM's are aware of the Contractor's safety and security protocols in the country.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Reporting and record keeping</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 28                                  | Contractor will keep all records, including but not limited to invoices issued for payments pertaining to the contracted Services, for a period of at least seven (7) years following the expiration or termination of any Further Agreement executed following acceptance of this tender. The records retained by Contractor will at all reasonable times be made available for an open inspection by CBI or a delegate of CBI who will be at liberty to take copies or extracts from the Records. Contractor will cooperate fully in providing CBI or the delegate of CBI answers to such enquiries as may be made about such records. |
| <b>On-request services</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 29                                  | Logistical Support: Provide logistical arrangements for CPM's for events, undertake flight booking, transportation, car rental, hotel reservation, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 30                                  | Office Operations: Handle all office operations, advise on office rental options, purchase office furniture and computer equipment adhering to competitive and transparent procurement practices.                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## 2.2 Lots

The invitation to tender has not been divided into lots, because the contract consists of only one type of service, HR services. These HR services consist of amongst others recruitment and salary payment. Both for which diligence is essential. A division into lots would be an unnecessary risk for the quality and diligence of the services. For reasons of good employment practice it is essential that the payroll of the 'temporary employees' is processed properly.

In addition, a division of the contract between different 'temporary employees' would be very ineffective.

## 2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of three (3) years, including two unilateral options for the Contracting Authority to extend the contract by one (1) year. The total duration of the Contract is therefore maximum 60 months, including extension options. The Contracting Authority applies a maximum Contract Period of 60 months because this is the duration of the CBI project in Morocco. It is essential for a successful execution of the project that the CPM's have a stable labour relation during the project and that they can depend on the Contractor as their employer. A change of Contractor during the life of the project is therefore undesirable.

If the maximum total contract value (EUR 400,000, see paragraph 2.4) is exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Contract without compensating the Contractor for this, in whatever form. See further in this regard the provisions in the (draft) Contract.

## 2.4 Scope of the assignment

The Tendering Authority has estimated a contract value (including optional extensions) of EUR 300,000 (excluding VAT and including the salary and benefits of the contracted employees). The maximum total contract value is EUR 400,000) of which EUR 100,000 is reserved for the contracting of project members that are not foreseen at this moment. Although CBI expects that this budget (the extra EUR 100,000) will not be necessary, they want to ensure that the financial limit of the framework agreement is not reached before the end of the project.

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

### 3. Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates.

**By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.**

#### 3.1 General requirements

|        |                                                                                                                                                                                                                                                                 |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.1.1  | Contractor recruits, selects and contracts CPM's for CBI compliant with Moroccan law and regulations.                                                                                                                                                           |
| 3.1.2  | For each position Contractor offers a minimum of three suitable Candidates (the shortlist).                                                                                                                                                                     |
| 3.1.3  | Contractor pays the monthly salaries and allowances for CPM's for CBI flawless and on time.                                                                                                                                                                     |
| 3.1.4  | Contractor ensures that her payroll is processed compliant with Moroccan tax and labour law, and regulations.                                                                                                                                                   |
| 3.1.5  | Contractor has ample knowledge of all relevant Moroccan laws and regulations.                                                                                                                                                                                   |
| 3.1.6  | Contractor will advise on medical- and other insurance services and pension scheme in line with Moroccan best practices.                                                                                                                                        |
| 3.1.7  | Contractor will have a privacy protection policy in place that safeguards the quality of personal data processing.                                                                                                                                              |
| 3.1.8  | CBI determines for each employee which additional (non-mandatory) insurances and allowances, and pension scheme will apply to that employee. Only after written approval, the Contractor shall process these insurances and pension scheme in the CPM's salary. |
| 3.1.9  | Contractor invoices additional (non-mandatory) insurances and allowances, and pension scheme as a net cost component without charging a margin.                                                                                                                 |
| 3.1.10 | Upon request, Contractor offers logistical support and office operations.                                                                                                                                                                                       |

#### 3.2 Requirements relating to the labour relation between CPM and Contractor

|       |                                                                                                                                                                                                                                                               |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.2.1 | A probationary period in accordance with local law and regulations applies to every CPM.                                                                                                                                                                      |
| 3.2.2 | CPM's are entitled to leave days in accordance with local law and regulations with a minimum of twenty (20) leave days with pay based on full-time employment. These are accrued in proportion to the duration and parttime percentage of the their contract. |
| 3.2.3 | A current contract may be terminated by CBI in the interim, subject to a notice period in accordance with local law and regulations.                                                                                                                          |

#### 3.3 Requirements relating to the prices/rates

- 3.3.1 The Tenderer will provide an overview of the fees (in percentages of the salary of the CPM's) applicable to this assignment by filling in the annex 4 - Price.
- 3.3.2 The fees must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any

applicable costs for e-invoicing, and local travel and accommodation expenses.

- 3.3.3 The agreed fees are fixed and invariable for the duration of this Contract.
- 3.3.4 The one-off fee for recruitment per CPM is a percentage of the gross year salary of the CPM, including mandatory insurances and allowances, excluding additional (non-mandatory) insurances and allowances, and pension scheme.
- 3.3.5 The monthly fee for employment, payroll and other HR services per CPM is a percentage of the gross monthly salary of the CPM, including mandatory insurances and allowances, excluding additional (non-mandatory) insurances and allowances, and pension scheme.
- 3.3.6 The Tenderer will not submit any zero or negative fees.
- 3.3.7 The Contracting Authority establishes a minimum and maximum salary for each Request for Proposal.

### **3.4 Tax-related requirements**

- 3.4.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.4.2 The Tenderer will quote the prices according to the following structure:
  - the amount excluding Dutch VAT and any VAT due outside the EU;
  - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
  - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.4.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 3.4.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.4.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.4.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.4.7 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

### **3.5 Invoicing requirements**

- 3.5.1 Contractor invoices monthly in arrears.
- 3.5.2 Contractor informs Contracting Authority promptly in writing about every EUR 100,000 totally invoiced i.e. EUR 100,000 totally invoiced, EUR 200,000 totally invoiced, and EUR 300,000 totally invoiced.
- 3.5.3 Contractor sends its invoice by e-mail in PDF format to the email address stated in the Contract.

## 4. Requirements concerning the Tenderer

### 4.1 Introduction

In this section, you can find the requirements set by the Tendering Authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

### 4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C of the 'European Single Procurement Document' that have been selected by the Tendering Authority by means of the tick boxes.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering Authority requests it.

**Please note:** The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.  
<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

**Please refer to <https://ec.europa.eu/tools/ecertis/search>**

**eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.**

### 4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the

Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

#### **4.3.1 Financial and economic standing**

By signing the 'European Single Procurement Document', the Tenderer declares:

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

#### **4.3.2 Reference data (technical qualifications)**

The Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

|    |                                                                                                                                                                                            |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Experience in providing HR services in Morocco in accordance with Moroccan laws and regulations, including recruitment and selection as well as timely and error-free payment of salaries. |
| 2. | Experience in recruiting CPM's in the field of project management in Morocco.                                                                                                              |

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the three (3) years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
- The reference assignment must have been executed for a period of at least twelve (12) months.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence (submit together with the Tender)

*1 - Reference*

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The references must also demonstrate that they have a total value of at least EUR 100,000 including the salary and benefits of the contracted employees.

*2 – Proof of timely salary payment*

You need to provide a year of anonymised monthly pay slips of one employee, annual statement and bank statements that proof timely payment of the salary mentioned in the pay slips.

If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

#### **4.4 Professional/trade register extract**

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

## 5. Award criteria and assessment

### 5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.

A maximum of 100 points can be obtained for your response to the qualitative award criteria.

### 5.2 Award criteria

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>5.2.1</b> | <p><b>Correct and timely salary payment</b></p> <p>In order to be a reliable 'remote' employer, CBI finds a correct and timely salary payment a minimum requirement. Therefore, we would like to know what you do to make sure that you transfer salaries on time and without errors.</p> <p><i>Required elements</i></p> <p>For this criterion, we would like a response to the following questions:</p> <ul style="list-style-type: none"> <li>- How is your payrolling process set up?</li> <li>- How do you ensure a correct and timely salary payment?</li> </ul> <p><i>Assessment basis</i></p> <ul style="list-style-type: none"> <li>- The extent to which your payrolling process is automatized, i.e. less prone to human error;</li> <li>- The thoroughness of the quality control you apply to your payrolling process.</li> </ul>                        | <b>30</b> |
| <b>5.2.2</b> | <p><b>Recruitment and selection process</b></p> <p>In order to find the right CPM's for the positions, it is important that we know that the Contractor can deliver suitable Candidates.</p> <p><i>Required elements</i></p> <p>For this criterion, we would like a response to the following questions:</p> <ul style="list-style-type: none"> <li>- What does your recruitment process look like?</li> <li>- How do you ensure that CBI can choose from multiple suitable candidates for a vacancy?</li> <li>- How many candidates suitable for the project manager profile (annex 9) do you have in your network? Please substantiate this.</li> </ul> <p><i>Assessment basis</i></p> <ul style="list-style-type: none"> <li>- The extent to which you convincingly ensure that you are able to recruit multiple suitable candidates for a CBI vacancy.</li> </ul> | <b>30</b> |
| <b>5.2.3</b> | <p><b>Service and account management</b></p> <p>CBI prefers an effective relationship with their HR service provider. This means quick responses and a Contractor who knows CBI and what CBI is looking for.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>20</b> |

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
|              | <p><i>Required elements</i></p> <p>For this criterion, we would like a response to the following questions:</p> <ul style="list-style-type: none"> <li>- What does your service package look like?</li> <li>- What does your account management process look like?</li> </ul> <p><i>Assessment basis</i></p> <ul style="list-style-type: none"> <li>- The extent to which you convincingly ensure that you always respond timely to a query from CBI;</li> <li>- The extent to which you are service-oriented and effective in your service provision.</li> </ul>                                                                                                                                                    |                                    |
| <b>5.2.4</b> | <p><b>Compliance Moroccan laws and regulations</b></p> <p>As a governmental organisation it is important for CBI that the services under this contract are provided lawfully.</p> <p><i>Required elements</i></p> <p>For this criterion, we would like a response to the following questions:</p> <ul style="list-style-type: none"> <li>- How do you ensure that contracting and salary payment is in accordance with Moroccan laws and regulations?</li> </ul> <p><i>Assessment basis</i></p> <ul style="list-style-type: none"> <li>- The extent to which you convincingly ensure that applicable laws and regulations are at any time incorporated into the payroll and contracting process.</li> </ul>          | <b>20</b>                          |
| <b>5.2.5</b> | <p><b>Price</b></p> <p>Your score on the award criterion Price is calculated on the basis of two components:</p> <ol style="list-style-type: none"> <li>1- One-off fee for recruitment as a percentage of the gross year salary, <u>including</u> mandatory insurances and allowances, <u>excluding</u> additional (non-mandatory) insurances and allowances, and pension scheme. <i>Weight factor: 30%</i></li> <li>2- Monthly fee for employment, payroll and other HR services as a percentage of the gross monthly salary, <u>including</u> mandatory insurances and allowances, <u>excluding</u> additional (non-mandatory) insurances and allowances, and pension scheme. <i>Weight factor: 70%</i></li> </ol> | N.A. Please refer to paragraph 5.4 |

### 5.3 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria (5.2.1 to 5.2.4).

| Quality of the response           | Weighting percentage of the maximum points available per preference |
|-----------------------------------|---------------------------------------------------------------------|
| Excellent, with great added value | 100%                                                                |
| Very good, with some added value  | 90%                                                                 |

|                                   |                           |
|-----------------------------------|---------------------------|
| Good                              | 80%                       |
| Ample                             | 70%                       |
| Satisfactory                      | 60%                       |
| Average                           | 50%                       |
| Fair, not completely satisfactory | 40%                       |
| Unsatisfactory                    | 30%                       |
| Poor, insufficient                | 20%                       |
| Very poor, insufficient           | 10%                       |
| No response provided              | Exclusion from the tender |

#### 5.4 Assessment of preferences in relation to prices/rates

For this tender, the 'weighted price per point' method is used to determine the winner. The Tenderer who ends up with the lowest price per point has offered the Most Economically Advantageous Tender and is therefore awarded the Contract. For this Contract, quality is considered 80% and price 20%. The following formula is used to calculate the price per point:

$$\text{price per point} = \frac{\text{Price}^{0,2}}{\text{Total score on qualitative criteria}^{0,8}}$$

The Price is the total weighted fee as a percentage as mentioned in award criterion 5.2.5. The total score on the qualitative criteria is the sum of the scores on criteria 5.2.1 to 5.2.4.

Only the achieved 'price per point' is rounded to four (4) decimal places.

##### Example

The table shows how the formula works in an example. In this example, three Tenders have been received and a total of 100 points can be scored on the qualitative award criteria. The percentages in this example are entirely fictitious and are not intended to provide guidance.

|                                     | <b>Tender A</b>              | <b>Tender B</b>              | <b>Tender C</b>              |
|-------------------------------------|------------------------------|------------------------------|------------------------------|
| Fee/weighted percentage             | 20%                          | 25%                          | 15%                          |
| Total score on qualitative criteria | 80 points                    | 90 points                    | 70 points                    |
| Price per point                     | $20^{0,2}/80^{0,8} = 0,0547$ | $25^{0,2}/90^{0,8} = 0,0520$ | $15^{0,2}/70^{0,8} = 0,0574$ |
| Ranking                             | 2                            | 1                            | 3                            |

As Tenderer B has offered the lowest price per point (i.e. 0.052), this Tenderer is the winner of this tender procedure.

## **6. Assessment of the Tender**

### **6.1 Assessment of the Tender's completeness and legal validity**

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

### **6.2 Assessment of requirements relating to the assignment**

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

### **6.3 Assessment of award criteria relating to the assignment**

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

### **6.4 Determination of definitive total score**

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to four decimal places. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion 5.2.1 'Correct and timely salary payment'. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

### **6.5 Assessment of evidence**

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document (see paragraph 4.3.2).

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has ten (10) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering authority will inform every Tenderer of this situation. The Tendering authority will then determine the next Most Economically Advantageous Tender by conducting the award process again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the contract.

## 7. Submission procedure for Tenders

### 7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

### 7.2 Schedule

See schedule in Subsection 1.3.

### 7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on [www.tenderned.nl](http://www.tenderned.nl) and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

#### 7.3.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed ([www.tenderned.nl](http://www.tenderned.nl)), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Mr Thomas van Oudheusden ([thomas.vanoudheusden@rvo.nl](mailto:thomas.vanoudheusden@rvo.nl)).

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or via [servicedesk@tenderned.nl](mailto:servicedesk@tenderned.nl). You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

#### 7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

*This obligation does not apply to companies not registered in the Netherlands.*

Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

### **7.3.3 Questions and additional information/changes**

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering Authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

### **Submitting a question to the Tendering Authority**

Questions are to be asked via TenderNed. See [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#).

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

### **Answers from the Tendering Authority**

The Memoranda of Information are an integral part of this Tender document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

### **7.3.4 Validity period and submission of Tender**

The Tender must be valid for at least four (4) months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

### **7.3.5 Variants on Tender**

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

### **7.3.6 Costs of submitting a Tender**

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

Any costs or damage that (may) arise as a result of not awarding this Tender are for the account and risk of the Tenderer.

### **7.3.7 Termination of tendering process**

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

### **7.3.8 Order of precedence of documents**

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

### **7.3.9 Information about the Tenderer's obligations**

The Tenderer must take into account his obligations relating to environmental, social and

employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

- Information on taxes: the Dutch Tax and Customs Administration: ([www.belastingdienst.nl](http://www.belastingdienst.nl)).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).

#### **7.3.10 Guide Information security and Privacy for suppliers**

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

[Suppliers guide Information Security and Privacy EZK](#)

#### **7.3.11 Inconsistencies and objections**

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

#### **7.3.12 Complaints procedure**

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

#### **7.3.13 Dispute resolution**

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee ([www.commissievanaanbestedingsexperts.nl](http://www.commissievanaanbestedingsexperts.nl)) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

#### **7.3.14 Submission of the Tender**

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3).

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.  
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via [servicedesk@tenderned.nl](mailto:servicedesk@tenderned.nl) or +31

(0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

### **7.3.15 Structure and content of the Tender**

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

| Subject                                            | Description                                                                                                                                      | Action required from tenderer              |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Annex 3                                            | European Single Procurement Document*                                                                                                            | Fill in, legally sign and add to TenderNed |
| Award criteria                                     | A separate response to each of the Tendering Authority's award criteria.                                                                         | Add to TenderNed                           |
| Annex 4 – Price                                    | The one-off fee for recruitment and the monthly fee for employment, payroll and HR services                                                      | Fill in, legally sign and add to TenderNed |
| Annex 5 - References                               | The reference(s) with which you substantiate that you have the required core competences                                                         | Fill in, legally sign and add to TenderNed |
| Suitability requirement / technical qualifications | A year of anonymised monthly pay slips, annual statement and bank statements that proof timely payment of the salary mentioned in the pay slips. | Add to TenderNed                           |

\* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.

### **7.3.16 Legally binding signature**

A legally binding signature means that a document has been signed by a duly authorized representative.

If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts either an original handwritten signature, or the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

**Please note:** it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you

must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

### **7.3.17 Submission of a Tender in collaboration with other organisations**

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- 2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

#### *Tendering as a consortium*

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

#### *Submitting a tender as a principal contractor together with subcontractors*

If a Tender is submitted by a principal contractor that does not rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The subcontractor on whose capacity the principal contractor *does* rely must provide the evidence requested for the Tender.

The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

### **7.3.18 Single Tender**

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

### **7.3.19 Violation of the fundamental principles of procurement law and restriction of fair competition**

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

### **7.3.20 Communication and language**

During the tendering process, communication with the Tendering Authority must be conducted in English.

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can also be provided in English.

The proof of timely salary payment (paragraph 4.3.2) can be provided in French as well as English.

During the fulfilment of the contract, communication must be conducted in English.

### **7.3.21 General terms and conditions**

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract.

### **7.3.22 Contract conditions**

The draft Contract, Data processing Agreement and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

### **7.3.23 Explanation and verification of the Tender**

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

### **7.3.24 Request for supplementary information concerning the Tender**

The Tendering Authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

### **7.3.25 Announcement of the award of the Contract**

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

#### *Standstill period*

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. The summons must be served within 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

#### *Interest in relation to the judgement*

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

## **7.4 Further Agreements within the Contract**

A further agreement within a framework contract is referred to as a Further Agreement. The Further Agreement will be laid down in an Award Letter.

### **Request procedure**

1. Contracting Authority sends the Request for Proposal via email to the Contractor. In the Request for Proposal the Contracting Authority shall state the following information:
  - job profile;
  - qualifications and/or specific knowledge and experience;
  - minimum and maximum salary.
2. The Contractor must submit a Quotation, having regard to the provisions of this Contract, within fifteen (15) working days of receipt of a standard Request for Proposal. The Contracting Authority will not be required to pay to obtain a Quotation.
3. The Contractor issues a Quotation for at least three suitable Candidates. The Quotation contains the following information:

- resumes of the candidates;
  - their monthly salary based on the requested parttime percentage.
4. At the request of the Contracting Authority the Contracting Authority will hold selection interviews with the Candidates offered by the Contractor via Microsoft Teams or locally in Morocco. If candidates do not have the necessary facilities at their disposal Contractor facilitates them.
  5. Acceptance of a Candidate shall be by written notification by the Contracting Authority's authorised contact person. Subsequently the conditions following from the Request for Proposal procedure will be laid down in an Award Letter.
  6. The Award Letter stipulates at least the following:
    - a reference to the Request for Proposal;
    - the monthly salary of the CPM;
    - the monthly fee of Contractor;
    - duration of the Further Agreement and its renewal options;
    - method of termination of the Further Agreement;
    - provision of a Certificate of Good Conduct (only upon request);
    - Conditions on integrity, confidentiality and ancillary activities.

## **Annexes**

The following annexes constitute an integral part of this Tender document. These annexes were published together with the Tender document.

Annex 1: Draft Contract (framework agreement)

Annex 2: Draft Data processing Agreement

Annex 3: European Single Procurement Document

Annex 4: Price

Annex 5: References

Annex 6: ARVODI-2018

Annex 7: Complaints Procedure

Annex 8: Integrity Code of Conduct for the Central Government Sector (*Gedragcode Integriteit Rijk*)

Annex 9: Profile project manager position