

Algemene informatie

Aanbesteding: DAS for Temporary Deployment of External Professionals
Aanbestedende Dienst: Invest International B.V.
Referentie: -
Toelichting: -

Vraag en antwoord

Ref.nr. 25
Onderwerp: Nota van Inlichtingen - question 2 - Temporary Deployment of External Professionals

Vraag:

In the response to question 2, you state that the term "Temporary Deployment of External Professionals" should be interpreted broadly and is not limited to interim management positions or temporary staffing assignments. We therefore assume that the following forms of service provision may be requested under this DAS:

1. Secondment (Detachering): the provision of seconded employees who are employed by the contractor (pursuant to Article 7:690 of the Dutch Civil Code) and who are made available to Invest International to perform work under the direction and supervision of Invest International.
 2. Deployment of freelancers (via an intermediary): the deployment of independent contractors (in Dutch zzp'ers) who perform work for the account and risk of their own company. These freelancers are engaged by the contractor via a model agreement for mediation (tussenkomst) to subsequently perform the work for Invest International independently, under their own direction and responsibility, subject only to Invest International's right to provide necessary instructions for the assignment.
 3. Statement of Work (SoW): the outsourcing of specific projects or services.
 4. Recruitment & Selection: the recruitment and selection of candidates aimed at the direct employment of the candidate by Invest International.
- Could you confirm that these forms of service provision may be requested under this DAS? If not, could you please explain why not?

Antwoord:

The DAS concerns the Temporary Deployment of External Professionals, i.e. the temporary provision of capacity and expertise. Within this context, forms such as secondment, deployment of freelancers (including via an intermediary), and temporary project#based assignments (SoW) may be requested, provided they concern temporary deployment and not permanent staffing. Recruitment & Selection is explicitly outside the scope of this DAS. Recruitment & Selection concerns the permanent filling of positions and does not qualify as temporary deployment. Such services are procured outside the DAS, where appropriate, using separate procedures tailored to the specific profile and market concerned.

Fase:

Aanmeldfase

Inschrijfronde:

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Vragenronde:

Vragenronde 2

Beantwoord op:

19 mei 2026

Percelen:

- P1 Interim Management
- P2 Legal Expertise
- P3 Financial Expertise
- P4 Professionals within Business Operations
- P5 Training, coaching and assessments
- P6 Technical Expertise
- P7 Project Management

Ref.nr.
26

Onderwerp:

Contract of Service

Vraag:

The Contract of Service only applies to the deployment of independent contractors (zzp'ers) who are not engaged by Invest International via an intermediary. This is evident from, among others, the following provisions:

This Contract is uniform with the model contract ("modelovereenkomst") published by the Dutch Tax Authorities (DTA) on 01-06-2021 under number 90821.25537.1.0, or at least the mandatory provisions therein.

Contractor shall be at liberty to perform the Service at its sole discretion at its chosen working hours, subject to the terms under the Contract.

Contractor shall execute the Service autonomously. Contractor is fully independent in performing the Service without supervision or guidance of Invest International. Invest International can only give reasonable directions and instructions concerning the result of the Service.

It follows that the Contract of Service is not applicable to the deployment of independent contractors via an intermediary, nor is it applicable to other forms of service provision (secondment, SoW, recruitment & selection). It is essential for us to know which contractual terms apply prior to submission. We therefore request that you publish the agreements corresponding to the various forms of service provision. Are you prepared to do so? If not, could you please state the reasons why?

Antwoord:

The draft Contract of Service published on TenderNed applies as the standard contract for the Temporary Deployment of External Professionals, insofar as the characteristics of a specific assignment allow engagement as an independent contractor. The applicable contract for a given assignment is determined on a case#by#case basis, taking into account the nature of the activities and applicable legal and tax requirements. Where an assignment qualifies as the performance of a service as such, a service agreement may apply, potentially including ARVODI (2025). We do not predefine or publish multiple contract templates per possible form of service provision and does not commit in advance to applying contractual terms of third parties. Any engagement will only be governed by contractual terms explicitly agreed in writing with Invest International for the specific assignment concerned.

Fase:

Aanmeldfase

Inschrijfronde:

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Vragenronde:

Vragenronde 2

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Ref.nr.
27

Onderwerp:

Nota van Inlichtingen - question 20 - liability cap

Vraag:

In the response to question 20 of the Information Notice (Nota van Inlichtingen), you state that the liability cap will be determined for each individual assignment and, where applicable, included in the relevant contract or order confirmation. As we are part of a publicly traded company, it is important for us to know which liability caps apply prior to submission. Article 19.2 of the ARVODI-2025 specifies a liability cap of a maximum of €3,000,000 per event and €5,000,000 per year. This liability cap is very high for a single placement and is disproportionate to the contract value. We would therefore like to propose applying a liability cap of €1,000,000 per event and €2,000,000 per year. Can you agree to this? If not, could you provide the reasoning behind your decision?

Antwoord:

The proposed liability caps are not accepted. For the Temporary Deployment of External Professionals, the Contract of Service applies, ARVODI liability provisions are therefore not applicable. Where an assignment qualifies as a Service Agreement and the ARVODI applies, liability (including caps, exclusions and indemnities) is determined per individual assignment, taking into account the contract value and the nature and risk profile of the assignment. We do not agree to setting or modifying liability caps at DAS level and will not commit in advance to fixed liability amounts.

Fase:

Aanmeldfase

Inschrijfronde:

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Vragenronde:

Vragenronde 2

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Ref.nr.
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Onderwerp:
Tender Document, paragraph 1.3 - DBA

Vraag:

In paragraph 1.3 of the Tender Document, under the heading 'Dutch DBA Act', you state that compliance with the conditions of the Dutch DBA Act is essential in order to prevent the existence of an actual or fictitious employment relationship. When deploying independent contractors (zzp'ers), the Contractor is highly dependent on the conduct of Invest International to ensure compliance with the DBA Act. It is therefore important that Invest International, in the actual day-to-day execution of the work and the way it provides instructions, adheres to the requirements set by the DBA Act regarding the deployment of independent contractors. Therefore, we propose establishing additional arrangements regarding control measures to ensure compliance with the frameworks defined by the DBA Act. Are you prepared to do so? If not, could you please explain why?

Antwoord:

Compliance with the Dutch DBA Act is ensured through the combination of:
(i) a DBA-compliant description of each individual assignment,
(ii) the Contract of Service, and
(iii) a mandatory individual assessment per deployment, including the Information Form Temporary Deployment (Wet DBA). DBA compliance is assessed and safeguarded on a case-by-case basis, reflecting the factual circumstances of the assignment and the way in which it is performed in practice. For this reason, Invest International does not establish additional or generic control measures at DAS level. The proposal to introduce further arrangements regarding control measures is therefore not accepted.

Fase:

Aanmeldfase

Inschrijfronde:

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Vragenronde 2

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Ref.nr.

Onderwerp:

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AI

Vraag:

Given the growing prominence of AI-based systems and Large Language Models (LLMs) in professional environments, we wish to emphasize the following: the enclosed request to participate contains proprietary information. We have a significant commercial interest in ensuring this data remains shielded from AI platforms. Consequently, we request that you exercise extreme caution and strictly avoid entering or processing any part of our documentation into an AI-based tool. Could you please confirm your agreement to these terms?

Antwoord:

We confirm that all documentation submitted by the candidates will be handled in a confidential manner and in accordance with applicable confidentiality obligations. We use secure internal systems and processes for the assessment of submissions and do not disclose or process candidates' proprietary information in a manner that would compromise confidentiality. On this basis, we can confirm that appropriate safeguards are in place to protect sensitive and proprietary information.

Fase:

Aanmeldfase

Inschrijfronde:

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Ref.nr.**30****Onderwerp:**

Signing

Vraag:

According to the Tender Document Guidelines, all documents provided for the Request for Admission must be signed by an authorized representative, including electronic signatures. We would like to propose signing the documents using a digital tablet pen (stylus). This ensures a handwritten signature is captured digitally. This method has been accepted in previous tenders. Is this acceptable to you? If not, please provide the reasoning.

Antwoord:

Yes, this is acceptable.

Fase:

Aanmeldfase

Inschrijfronde:

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Vragenronde:

Vragenronde 2

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