Rijksinkoopsamenwerking
Ministerie van Binnenlandse Zaken en Koninkrijksrelaties

Descriptive Document

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European Tender

Payroll management services worldwide

for the

Ministry of Foreign Affairs of the Netherlands

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Table of Contents

1. Introduction 4
1.1. The Contracting Authority and RIS 4
1.2. Purpose of the Tendering Process 5
1.3. Structure of the Descriptive Document 5
1.4. Implementation of Global Personnel System (GPS) 5

WHAT DO WE WANT? 9
2. Contract description 9
2.1. Scope of the Contract 9
2.2. About the Contract 12
2.3. Data processing Agreements and Standard Contractual Clauses 14
2.4. Schedule of Requirements 14
2.5. Market Consultation 14
2.6. Purchasing with impact 15

WHAT ARE OUR REQUIREMENTS? 16
3. Grounds for Exclusion and Suitability Requirements 16
3.1. Introduction 16
3.2. Grounds for Exclusion 16
3.3. Suitability Requirements 16
3.4. European sanctions 19

WHAT IS IMPORTANT AND HOW DO WE ASSESS IT? 20
4. Award criterion 20
4.1. Award Subcriteria and points system 20
4.2. Award Subcriterion Q1: Service 20
4.3. Award Subcriterion Q2: Communication 20
4.4. Award Subcriterion Q3: Implementation 21
4.5. Assessment framework for Award Criterion 'Quality' 21
4.6. Award Subcriterion Price 23
4.7. Assessment framework for Award Criterion 'Price' 23
5. Assessment of your Tender 25
5.1. Assessment and assessment committee 25
5.2. Assessment of quality 25
5.3. Assessment of price 26
5.4. Assessment of the best price-quality ratio, and award of Contracts 26
5.5. Manipulative or abnormally low Tender 27
6. What does the procedure involve? 29
6.1. CPV codes 29
6.2. EU open procedure 29
6.3. TenderNed 29
6.4. Contact person 29
6.5. Timetable of the Tendering Process 29
6.6. Questions and text suggestions 30
6.7. Submitting your Tender 31
6.8. Submitting a Tender if the Procurement is divided in Lots 31
6.9. Opening of Tenders 31
6.10. Clarification talk 31
6.11. Notification of Award Decision 31
6.12. Verification of data in the European Single Procurement Document (ESPD) 32
6.13. Suspensive period and objections 33
6.14. Contracting Authority's reservations 34
7. How do you submit a Tender? 35
7.1. Additional documents to be submitted with your Tender 35
7.2. Submit Tender via TenderNed 35
7.3. Formal Requirements for the Tender 36
7.4. Mandatory Appendices in TenderNed 37
7.5. Submitting a Tender using the ESPD 38
7.6. Submitting a Tender as a Consortium or using a Third Party 39
7.7. Submitting a Tender as a subsidiary or operating company 40
8. Conditions 41
8.1. Agreement and Government Terms and Conditions 41
8.2. Reimbursement of tender costs 41
8.3. E-invoicing 41
9. Complaints procedure 42

Glossary 43

Annexes in TenderNed

To submit as part of your Tender	
Annex 1	Response to the Award Subcriteria
Annex 2	Quotation form
Annex 3	Reference Statement
Annex 4	Holding Company Statement
Annex 5	European Single Procurement Document (ESPD)
Annex 6	Governance structure of your organization
Additional documents	Please see sections 7.1 and 7.4

To be submitted by the winning Tenderer(s) for the verification of documents
Extract from the trade register of the Chamber of Commerce
Statement by the Tax Authority
Certificate of Conduct for Procurement
SOC 2 Type II report
ISAE 3402 Type II report

Information for the Tenderer	
Annex A	Draft Contract
Annex B	General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025)
Annex C	1. EC Standard Contractual Clauses 2. Data Processing Agreement
Annex D	Schedule of Requirements
Annex E–1 (without GPS)	1. Monthly Changes sheet 2. Booking sheet Fund request 3. Booking sheet Individual payment orders 4. Booking sheet Combi
Annex E–2 (with GPS)	1. Monthly Changes sheet 2. Booking sheet Fund request 3. Booking sheet Individual payment orders 4. Booking sheet Combi
Annex F	1. Legal Status (Local Employees) Regulations (LSR 2020) with effect from January 1st 2026 2. Example of a country specific Mission Version
Annex G	Contract Management and Key Performance Indicators
Annex H	Pay components codes
Annex I	Overview of countries with bank file
Annex J	Questions and comments form
Annex K	Tax guidelines for local employees and supplement recipients
Annex L	Final report market consultation
Annex M	Information leaflet e-invoicing the Dutch central government
Annex N	International Social Conditions

1. Introduction

We, Ministry of Foreign Affairs of the Netherlands, invite you as a potential Tenderer to submit a tender for payroll management services worldwide. You will find all the information you need in this Descriptive Document.

1.1. The Contracting Authority and RIS

The Ministry of Foreign Affairs of the Netherlands is the Contracting Authority
If you submit a Tender and we award the Contract to you, you will enter a Contract with the Ministry of Foreign Affairs in The Hague, The Netherlands.

The Ministry of Foreign Affairs is the channel through which the Dutch Government communicates with foreign governments and international organizations. It coordinates and carries out Dutch foreign policy. The Ministry works from its headquarters in The Hague and its 'missions' abroad (embassies, consulates, and permanent representations).

The Ministry of Foreign Affairs works for Dutch nationals and for Dutch trade, interests, and values around the world. Together with other countries, we work to tackle global challenges. The Ministry works to ensure:

- **Prosperity and fairness:** we promote international trade, help Dutch businesses do business with and in other countries, and promote sustainable trade and shared prosperity.
- **Security and stability:** we offer help and mediation to countries affected by conflict and violence and enhance stability in vulnerable countries by working to improve living conditions.
- **Justice and freedom:** we contribute to a well-functioning international legal order and promote international agreements in order to tackle global issues.
- **Dutch nationals abroad:** we give support to Dutch nationals in difficulties abroad and try to prevent such situations from occurring by providing information and advice.

Around the world, the Ministry has more than 150 embassies, consulates-general, consulates and permanent representations to international organizations, collectively called 'missions'. The missions promote the interests of the Kingdom of the Netherlands and of Dutch people abroad. For more information, please visit the website of the Ministry of Foreign Affairs.

3W is part of the Ministry of Foreign Affairs
3W has been supplying products and services since 2013, supporting those who work, travel and live abroad for the Dutch government (deployed and local employees). The organization has been successful in laying a firm foundation for the provision of a flexible and efficient service.

Mission
As a government-wide shared service organisation (SSO), 3W provides services and advice to all posted and local staff to enable optimal working, living and travelling abroad, as well as their return to the Netherlands. In support of government-wide policy areas, 3W facilitates services to citizens regarding the legalisation of documents for use in the Netherlands and abroad. We are a government-wide centre of expertise for the Dutch international function, with people at the heart of what we do.

3W's vision is for their customers to always be satisfied with 3W services. The services are easy to find for customers on the website, and are transparent and accessible. 3W continuously improves its methods and services.

Vision
Our clients are at all times satisfied with our services. 3W offers a broad, coherent package of services through a single point of contact. The services are easy to find, transparent and accessible through reliable information. We continuously improve our working methods and services.

3W provides various products and services to ministries (including their executive agencies) and their staff who perform the international function for the Dutch central government. Our communication is tailored to our clients. We work digitally where possible, and in person where necessary. 3W is the worldwide operating center of expertise for the central government.

For more information, please visit the 3W website.

RIS supervises the Tendering Process
We have commissioned the RIS to supervise the Tendering Process. The RIS is a government agency that focuses on the procurement of services and goods.

For more information, please visit the RIS website (Dutch only).

1.2. Purpose of the Tendering Process

The purpose of the Tendering Process is to conclude a Contract with Contractors for payroll management services, for seven different Lots with a maximum of one Contractor per Lot. In the Quotation form (Annex 2) you find the countries included per Lot.

Lot	Region
1	Western Hemisphere
2	Western Europe
3	Asia and Oceania
4	Middle East
5	Eastern Europe
6	Africa
7	Belgium

All information in all Tender Documents applies to all Lots, unless otherwise specified.

The intention is that all contracts commence on January 1st, 2027. This includes implementation time. The Tenderer is invited to offer a realistic planning for the implementation of the Lot(s) he is interested in (see Chapter 4).

1.3. Structure of the Descriptive Document

After this introduction, you will read:

- in Chapters 2 to 5: what we want, how we determine whether a Tenderer is suitable to perform the Contract, what we consider important, and how we assess which Tenderer has made the best offer;
- in Chapters 6 and 7: about the Tendering Procedure and the correct submission of a Tender;
- in Chapter 8: everything about the Agreement that we wish to conclude;
- in Chapter 9: all about filing a complaint.

We capitalise certain words in the Descriptive Document and the Annexes. You will find their definitions in the glossary of this Descriptive Document and in the ARVODI-2025 (General Government Terms and Conditions for Public Service Contracts 2025; see Chapter 8). If terms contradict each other, the definition in the glossary of this Descriptive Document takes precedence.

1.4. Implementation of Global Personnel System (GPS)

3W is implementing a Global Personal System (GPS) for all (former) locally employed staff. GPS is a personnel registration system covering among other things, personnel data (such as name, address, date of birth.), leave, notifications, filing, etc. and is facilitated by SAP Success Factors and a tailor made system (GPS-SA). We use SAP Business Technology Platform (BTP) and the SAP Integration Suite with out-of-the-box integration capability to connect with any other third-party systems.

GPS-SA is used to manage legislative and regulatory changes and translate them into calculations to generate gross salary components. These calculations will be used by the Contractor to calculate the *net* payments to local personnel in those countries where the Netherlands is represented.

Both leave management and absence management are done through GPS. [Information Notice question 23]

After implementing API connection to GPS step by step, the Contracting Authority will be performing payment of monthly salaries and supplementation, based on the payment data provided by the Contractor through API integration.

However, the Contracting Authority is still in the process of implementing the integration of GPS with its own payment system, through which actual salary payments to employees are to be made. This could mean that, even once the Contractor is connected to GPS via API, the Contracting Authority might not yet be able to make immediate payments. In this scenario, the Contractor might still have to handle salary payments for some time, despite the API connection.

Three scenarios
Currently GPS has been implemented in the following countries:
Austria, USA, Australia, Indonesia, China, India, Vietnam, Hongkong, Pakistan, South-Korea, Malaysia and New Zeeland.

The exact go-live dates for GPS for the other countries are yet unclear. Because GPS is implemented in phases and not yet live for all countries at the time of publishing this Tender, there are three possible implementation scenarios per country by the time a Contract is signed:

1. GPS is not yet live (in which case Annex E-1 needs to be used).
2. GPS is live and APIs are not yet in place (in which case Annex E-2 needs to be used).
3. GPS is live and APIs are in place.

We consider the implementation of Contractors with API to GPS (scenario 3) a 'plug-and-play' solution. Some configuration for the Contractor (and possible Subcontractors) might be in order. Therefore, in Award Subcriterion Q3 we request that you consider all three scenarios when submitting your Tender.

<u>Scenario 1 – GPS is not yet live</u>
In this case Standardised Excel sheets (see Annex E-1) will be used to exchange payroll data electronically. The Contractor is asked to calculate some gross salary components (like overtime, retro-active calculations, etc.) in their own payroll system. The monthly input shows the names of all employees, even if there are no changes in that particular month for a number of them. The Contracting Authority is using standardised pay component codes worldwide (see Annex H). These codes are included in the standardised Excel sheets. The Contracting Authority expects the Contractor to apply these pay components in the payroll.

<u>Scenario 2 – GPS is live but API's are not yet in place</u>
After GPS-SA is implemented some gross calculations will be performed by GPS and will not be necessary for the Contractor to do so. However, since GPS cannot perform gross calculations for all payroll components, the Contractor is responsible for the remaining gross calculations. As these might vary per country this will be discussed between the Contractor and the Contracting Authority after the contract is signed.

Scenario 3 – GPS is live and APIs are in place
In this case Standardised Excel sheets will be used to exchange payroll data electronically. In this scenario GPS-SA automatically calculates some gross salary components, which do not need to be calculated by the Contractor. However, since GPS cannot perform gross calculations for all payroll components, the Contractor is responsible for the remaining gross calculations. As these might vary per country this will be discussed between the Contractor and the Contracting Authority after the contract is signed. The monthly input shows only the names of the employees for whom changes are applicable. The Contractor's responsibility is therefore limited to correctly processing the gross-to-net calculation.

We confirm that we are able to provide, in the various scenarios, all required data so that the Contractor can perform the gross-to-net calculation. [Information Notice question 21]

Also see the Schedule of Requirements.

Future expectations
We envisage that per 1 January 2027 the situation will be as follows:

Scenario 1 (GPS not live)
- Western Europe
- Eastern Europe
- Middle East

Scenario 2 (GPS live without API)
- Western Hemisphere
- Asia and Oceania
- Belgium

Scenario 3 (GPS live with API)
- Afrika

We expect that the regions mentioned in scenario 1 will go live in the first half of 2027 (without API integration; scenario 2).
[Information Notice question 15]

Scope of required API integration
These functionality, interfaces, data exchanges, testing requirements, and acceptance criteria are expected from the Contractor.

Functionality, interfaces, data exchanges:
- Employee data
- Pay components Contracting Authority to Contractor
- Pay components from Contractor to Contracting Authority
- Spotrates (internal currency rate of Contractor)
- Payslips
- Annual statement

Testing requirements and acceptance criteria:
The Contractor shall develop, implement and document a comprehensive testing plan covering at least unit testing, integration testing, system testing and user acceptance testing (UAT). All tests shall be executed in accordance with recognised industry standards and good practice.

Test cases shall be derived from the agreed functional and nonfunctional requirements and shall clearly state:
- preconditions and test data,
- step-by-step test execution,

- expected results,
- actual results and defects found.

Test results, including defects and their resolution, shall be reported to the Contracting Authority. The Contracting Authority may review test documentation, witness tests and request reasonable additional tests.

An integration release will only be accepted when:

1. All agreed test cases have been executed;
2. All critical and high priority defects are resolved;
3. Remaining defects are documented, have acceptable workarounds and a resolution plan;
4. UAT has been completed and the Contracting Authority has confirmed acceptance in writing.

[Information Notice question 16]

WHAT DO WE WANT?

2. Contract description

2.1. Scope of the Contract

Number of countries and employees
The scope of the Tender encompasses at this point in time 116 countries divided in seven Lots (see the Quotation form Annex 2 for overview of countries per Lot). The number of countries within a Lot might be subject to change due to political decisions by the Minister of Foreign Affairs to close or open missions. In total, payroll management services must be provided for approximately 2.300 employees, 750 former employees and 29 domestic staff.

By former employees we mean local employees who were previously employed by the embassy (for example as administrative staff, driver, security guard, household staff, interpreter, etc.), but whose employment has since ended. In short: people from the host country who once worked for the embassy as local staff, but are no longer employees. Based on their former employment with the embassy these employees might be entitled to a supplementation on old age provision benefits once they receive the retirement age as mentioned in the country specific mission version, provided the period of service at the embassy has been at least 7 years. [Information Notice question 19]

Contractor and responsibilities
If you submit a Tender for a Lot, and you win the Tendering Process for that Lot, you will become the Contractor for that Lot (taking into account the Tendering Process described in this document). As the Contractor, it is your responsibility to provide the agreed upon Services in full for all countries that are part of that Lot. Countries per Lot can be found in the Quotation form (Annex 2).

You are allowed to use Subcontractors to complete coverage of Service for all countries in your Lot. However, as the Contractor you are responsible for the provided Services in all countries within your Lot(s), including those countries serviced by Subcontractors. The Ministry only enters into a Contract with the Contractor, not with their Subcontractors.

Personnel employed at missions
The Services need to be rendered for locally employed personnel employed by the Ministry of Foreign Affairs and other Dutch Ministries at missions abroad. They can be grouped in three categories:

1. "Locally employed personnel" who are employed by the Ministry of Foreign Affairs and other Dutch Ministries at missions abroad;
2. Those entitled to "supplementations", paid after a locally employed staff who has the right to such a "supplementation";
3. "Domestic staff" which is directly employed by the Head of Missions and/or Deputy Head of Missions. Transfer of employees from this group to another ("locally employed personnel") could be necessary during the run of the contract.

The Service as meant in the Tender Documents includes all three categories. When the Tender Documents speak of local personnel or local employee, this always includes the supplementations and domestic employees, next to the local staff employed by the missions.

The employees and those entitled to supplementation (enumerated as one and two) follow the Legal Status (Local Employees) Regulations (hereafter: LSR 2020) and Mission Version (hereafter: PUW). The Legal Status Regulations are the Ministry's general rules and regulations concerning working conditions, applicable to all local (former) employees of the Ministry of Foreign Affairs worldwide. The PUW contains specific rules and information applicable to a mission and can differ from country to country and from what is written in LSR 2020. Additionally, it is essential to comply with local laws, rules, and regulations, and this knowledge lies with the Contractor. The Contractor is also responsible for identifying any discrepancies between rules and regulations from the Ministry and local rules and regulations

For most domestic staff the Ministry processes their salaries in the salary administration according to local law. This category is also included in the Contract.

None of the above three categories are civil servants as defined in the General Civil Service Regulations, in the "Wet normalisering rechtspositie ambtenaren (WNRA)". This category is only applicable to expat staff at the missions.

The delivery of payroll management services for (former) local employees is based on the Ministry's Legal status regulations for local employees (LSR2020), locally oriented regulations (PUW) and local labour codes (local labour laws and regulations) in the respective countries of the missions. For domestic employees, only the local legislation and regulations of the respective countries are applicable.

Goals of the Contract
The Ministry of Foreign Affairs aims to achieve the following goals with the assignment:

- First time right payroll calculations for the employee according to the yearly agreed upon calendar.
- Timely monthly payments to the local employees according to the agreed calendar.
- Timely monthly payments of taxes, social security contributions, and, where applicable, other funds in accordance with the deadlines stipulated by local law. Where applicable, this also includes liaising with local government authorities, such as tax and social security agencies, as well as handling the necessary forms, platforms, and other required actions to ensure the proper registration and/or deregistration of the local employee.
- Service management aimed at solving problems quickly. A pro-active attitude is expected to prevent escalations.
- All communication in English.

Services in scope
The payroll management services are based on the LSR 2020, locally oriented regulations, the PUW and local labour codes (local labour laws and regulations) in the countries of the missions. The Ministry of Foreign Affairs coordinates the payroll management services for all missions by outsourcing it to the Contractor. Next to the day-to-day payroll management services, the responsibilities of the Contractor include:

Responsibilities of the Contractor	see Annex D
Calculation of gross-net salaries of monthly salaries and supplementation / to local (former) employees.	R8, R12 and R30
Payment of monthly salaries and supplementation to local (former) employees by Contractor, bank file or API integration with GPS/SAP BTP of the contracting authority.	R21
Payment and remittance of statutory contributions and local taxes. All mandatory payments that employers and employees are required to make by law to various government funds or programs. All contributions that are defined and regulated by statutory provisions.	R22
Preparation and provision of monthly pay slips for the local (former) employees of the missions. The information/data contained in the payslips must be clearly explained at the implementation. In addition, further clarification or explanation must be provided at any time upon request to local personnel.	R14
Preparation and provision of correct and timely yearly statement for local tax purposes.	R15
Supplying information around implementation of changes in local legislation and regulations in the services of the missions, and ensuring that these adjustments are correctly and promptly reflected in salary outcomes in accordance with regulations.	R4

Acting as a point of contact for all local authorities and external parties related to payroll and employment registration and taking necessary action when required or needed.	R17, R18
Timely and correct (de-)registration of personnel in a country according to its rules and regulations and making sure all (administrative) social security and obligatory tax payments are met, from personnel's start to their departure from the Dutch entity.	R18
Strict adherence to the payroll calendar agreed on at the beginning of a year.	R7
Calculating, generating and preparing payments in local currency, Euro's and US Dollars.	R21
It is the Ministry's strong preference that the provider makes the monthly payments to those of the mission who are entitled to a salary, after receiving funds to do so from the Ministry. Therefore the scope of the services includes: • All necessary actions to have a month-to-month correct payroll and payment in the bank account of the employee. This includes completing necessary forms, membership of platforms et cetera, as in some countries the payroll services consists of additional services. It also includes the prompt answer to questions from the Contracting Authority when a payment was calculated incorrectly or not received on the bank account (in time). • If monthly payments through the provider into the bank account of the (former) local employee are not possible, bank payment files need to be generated from the payment data in Contractor's accounting or payroll system. • If working with bank files is not possible, alternatives may be considered. The contractor must clearly indicate in the Tender which payment options are possible. The calculation of the net amount to be transferred to a bank account is obligatory within this contract and must be done in the most efficient way.	R21

API connection to GPS
3W ultimately wants to make all payments via GPS. This will be introduced in phases. The Contractor is expected to actively cooperate with and support the Contracting Authority in the implementation and operationalisation of GPS in the Services of this Contract. More details about the API integration are included in the Requirements in Annex D.

Service requirements
The Schedule of Requirements (Annex D) contains the Requirements set for the performance of the Contract. If you do not meet all the requirements in the Schedule of requirements, your Tender is invalid and we will exclude you from further participation in the Tendering Process.

Pro-active Contractor
3W works in a political sensitive environment. Local personnel at an Embassy is highly appreciated. Gross-to-net salary calculations as well as payment of salaries including for example a bonus or lunch receipt to staff have to be executed timely and accurately. Issues need to be avoided as much as possible. In case issues do occur, the Contractor will respond in a quick and pro-active fashion. Communication on these issues should be quick, clear and sufficient. The agreed upon deadlines should be honoured (see Annex D R3). Solutions for possible issues must be found quickly and implemented effectively, as soon as possible.

Lot-specific information
Lot 4 Middle East: The Palestinian Territories are currently handled by the Netherlands Embassy there, but need to be implemented by the Contractor that wins Lot 4, in close contact with 3W.

Lot 5 Eastern Europe: Turkey and Ukraine are currently handled by the Netherlands Embassies in those countries, but need to be implemented by the Contractor that wins that Lot, in close contact with 3W.

Lot 7 Belgium: Contractor needs to be in the possession of a certificate "Sociaal Secretariaat" to be able to be granted this Lot.

2.2. About the Contract

Disclaimer
The data about the size of the Contract are indicative. You cannot derive any rights from these data. Due to political, budgetary, administrative or organisational developments within the Contracting Authority it is possible that the Contract may change.

Terms and Conditions
The General Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025) apply to the Contracts with the Contracting Authority.

Contract term
The intended commencement date is January 1st, 2027. The initial Contract term is three years. We may then extend the Contract unilaterally under identical conditions once with 3 years, and subsequently 4 times with 12 months, to a total of maximum 10 years, ending on December 31st 2036. If we wish to extend the Contract, this will be confirmed in writing to the Contractor no later than three months before the end date of the Contract. Our intention is to make full use of the entire 10-year Contract term, provided performance remains satisfactory and no other developments arise.

Contract value
The aggregate value has been estimated based in part on figures from previous years and expected future demand (excluding indexations). The estimated total value for all Lots combined is € 21.110.000 excluding VAT and excluding indexations over 10 years.

Lot	Region	Estimated value (10 years)
1	Western Hemisphere	€ 4.200.000 ex VAT
2	Western Europe	€ 3.800.000 ex VAT
3	Asia and Oceania	€ 4.200.000 ex VAT
4	Middle East	€ 4.900.000 ex VAT
5	Eastern Europe	€ 2.800.000 ex VAT
6	Africa	€ 960.000 ex VAT
7	Belgium	€ 250.000 ex VAT

Due to for example political, budgetary, administrative or organisational developments within the Contracting Authority, the Contract or its size may change.

Please note: The information on the size of the Contract is an indication only. You cannot derive any rights from this information.

The Tendering Process relates to services using the following CPV codes:
79211110-0 - Payroll management services

We do not combine this Contract unnecessarily
We have chosen for the scope of this Tender in relation to the market composition and our objectives. We wish to cooperate with one Contractor per Lot in the context of uniformity and efficiency, because there is a high degree of coherence between the payroll management services.

We are of the opinion that with the scope of this Tender it is possible for small and medium-sized enterprises (SME) to participate in the Tender as Contractor or Subcontractor.

We have divided the Contract into 7 Lots
These Lots are show in the table above (countries included per Lot you will find in the Quotation form Annex 2). Per Lot we will contract a maximum of one Contractor. All information in all Tender Documents applies to all Lots, unless stated otherwise.

Review clauses
The review procedure as described in article 8 of the Contract applies to the possible reviews described below. We expect to implement reviews in close consultation with the Contractor.

Addition of new missions and/or countries
During the term of the Contract, new missions and/or countries may be added. If so, we may ask the Contractor to provide the Services in those new missions and/or countries using the following process:

1) We first ask the Contractor awarded the Lot of the region containing the new mission and/or country whether they can provide the Services in the new country and/or for the new mission.
2) If that Contractor cannot or will not provide the Services in that new mission and/or country, we may ask the Contractor from another Lot. We may decide which Contractor to approach next.
3) If none of the Contractors awarded a Lot can or will provide the Services for the new mission and/or country, we may obtain these Services from a third party that is not contracted.

The Contractor is not required to provide the Services in a new mission and/or country unless both the Contractor and Contracting Authority agree to this. The scope of this possible review is capped at an annual maximum of 30% of the Original Contract Value.

Removal of missions and/or countries
During the term of the Contract, we may remove missions and/or countries from the scope of a Lot due to political, budgetary, administrative or organisational reasons. If so, we may terminate the Services of the Contractor for those missions and/or countries using the following process:

1) We inform the Contractor in writing that the Services for the mission and/or country will end.
2) We will provide this written notice no less than three months before the date on which the Services for that specific mission and/or country will end.
3) From the date specified in the written notice, the Contractor will no longer provide the Services for the mission and/or country. The Services to other missions and countries that are part of the Lot are unaffected by this removal.

The notice period is intended to give the Contractor sufficient time to end the Services. However, the Contractor and Contracting Authority may together agree on a different notice period for specific missions and/or countries. The scope of this possible review is capped at an annual maximum of 30% of the Original Contract Value.

Additional related services
During the term of the Contract, the Contracting Authority may require additional services related to the agreed upon Service, that are not already included in the scope of the Service. This concerns advice or services directly related to the agreed upon Payroll management Service, such as additional advice or services related to payroll calculations, payments of employees, payments of taxes and other contributions, and actions to ensure proper registration and/or deregistration of employees. This also concerns the implementation of new rules and regulations, recalculations of payroll, simulations and reruns of payroll for specific employees and/or reporting to local authorities.

The scope of this possible review is capped at an annual maximum of 10% of the Original Contract Value.

Improvement proposals
During the term of the Contract, the Contractor and Contracting Authority may submit proposals to improve the Services in terms of quality, efficiency or sustainability, provided that (strategic) consultations demonstrate that these proposals are necessary for the proper execution of the Services. This on the condition that these proposals do not compromise the essential characteristics or objectives of the Services. The Contracting Authority will evaluate all proposals and decide whether to accept or reject them. If accepted, the Contract will be reviewed accordingly.

Improvements may include: changes in payment processes, changes in data exchange techniques (currently API-based), AI applications/robotization, modifications to reporting obligations, advisory services, process improvements, new software developments (e.g., changes in GPS, supplier platforms, AI advancements), other innovations introduced by the Parties, improvements in collaboration, and improvements in sustainability.

The scope of this possible review is capped at an annual maximum of 30% of the Original Contract Value.

2.3. Data processing Agreements and Standard Contractual Clauses

The Contractor may only perform the Services offered after signing of a Data Processing Agreement (for EU-countries, countries with an Adequacy decision, and companies established in the EU with Binding Corporate Rules) or the Standard Contractual Clauses (other countries) with the Contracting authority.

The Contractor must adhere to the requirements stated in R39 of the Schedule of Requirements (Annex D).

For countries outside the EER without an adequate level of data protection and where the Tenderer does not have Binding Corporate Rules (BCRs), the Standard Contractual Clauses (SCCs; Annex C1) for the transfer of personal data to processors established in third countries including an addendum will be compulsory (Commission Implementing Decision (EU) 2021/914 of 4 June 2021). These SCCs are concluded for each country concerned with the actual external service provider in the country concerned.

For Contractors from countries that cannot legally comply, the Contractor explicitly explains any deviation, which will then be reviewed by the Contracting Authority. The Contractor also explicitly explains what he does do to ensure an adequate level of data protection, which the Contracting Authority will review. An insufficient level of data protection – as assessed by the Contracting Authority – may result in the invalidation of your Tender.

2.4. Schedule of Requirements

The Schedule of Requirements (Annex D) contains the Requirements we set for the performance of the Contract. If you do not meet all the requirements in the Schedule of Requirements, your Tender is invalid and we will exclude you from further participation in the Tendering Process.

2.5. Market Consultation

Prior to this Tender, the Contracting Authority held a market consultation. The final report from the market consultation is added as Annex L.

2.6. Purchasing with impact

International Social Conditions (ISCs)

The International Social Conditions (ISCs) apply to this Procurement Procedure. The ISCs help eliminate social abuses in the procurement chain, such as child labour, starvation wages and inhumane working conditions. Through a process of due diligence, the ISCs focus on promoting compliance with international labour standards and human rights in the procurement chains of central government suppliers.

If you submit a Tender and we award a Contract to you, you must comply with the ISCs. These are performance conditions. See Annex N and R42-47 in the Schedule of Requirements.

Diversity and inclusion

We value diversity and inclusion in procurement. Diversity and inclusion means that you promote a diverse and inclusive society and business community in which individuals are treated and assessed on their abilities and not on who they are, who they love, where they come from or what they believe (Sustainable Development Goal 10). SDG 10 also aims to promote the social, economic and political integration of all people by 2030, regardless of age, gender, disability, ethnicity, skin colour, origin, religious beliefs or economic status, and to ensure they have equal opportunities.

If you submit a Tender and we award a Contract to you, you shall make reasonable efforts – where possible – to give due consideration to diversity and inclusion in the performance of your Service.

WHAT ARE OUR REQUIREMENTS?

3. Grounds for Exclusion and Suitability Requirements

3.1. Introduction

In this chapter you can read about the Grounds for Exclusion and Suitability Requirements that we apply to the Tendering Process.

You must use the European Single Procurement Document (ESPD) to indicate whether or not the Grounds for Exclusion apply to you and whether you meet the Suitability Requirements. Section 7.5 explains how to submit a Tender using the ESPD.

3.2. Grounds for Exclusion

Part III of the ESPD lists the Grounds for Exclusion that apply to this Tendering Process.

We divide the Grounds for Exclusion into three different categories:

- **Part III.A**: grounds relating to criminal convictions;
- **Part III.B**: grounds relating to the payment of taxes or social security contributions;
- **Part III.C**: grounds relating to insolvency, conflicts of interest or professional misconduct.

If a Ground for Exclusion applies, we may refrain from invalidating your Tender
In principle, your Tender will be deemed invalid if one of the Grounds for Exclusion applies, and we will exclude you from further participation in the Procurement Procedure. We may refrain from invalidating your Tender in the following cases:

- if the exclusion would be manifestly unreasonable (section 2:86a of the Dutch Public Procurement Act 2012);
- if you have taken sufficient measures to demonstrate your reliability (section 2:87a of the Dutch Public Procurement Act 2012);
- for compelling reasons of public interest (section 2:88 of the Dutch Public Procurement Act 2012);
- if, in our opinion, exclusion is disproportionate in view of the time that has elapsed since the conviction and in view of the subject matter of the Contract (section 2:88 of the Dutch Public Procurement Act 2012).

If a Ground for Exclusion as stated in part 2.3.5 of the Dutch Public Procurement Act 2012 applies to you, you can find out what you need to do in section 7.5.

Submitting a Tender as a Consortium or with Third Parties in order to meet the Suitability Requirements
If you are submitting a Tender as a Consortium or with Third Parties (e.g. Subcontractors) in order to meet the Suitability Requirements, we will assess each Consortium Member and Third Party to determine whether the Grounds for Exclusion apply. You can find out how to submit a Tender in section 7.5.

3.3. Suitability Requirements

We set Suitability Requirements for Tenderers in order to determine whether they are suitable for performing the Contract.

Suitability Requirements are Requirements relating to participants' technical and professional ability, professional authority, and financial and economic standing.

You can read below which Suitability Requirements apply to this Procurement Procedure. If you do not meet the Suitability Requirements, your Tender will be deemed invalid and we will exclude you from further participation in the Procurement Procedure.

If you wish to submit a Tender but you do not meet the Suitability Requirements, you may wish to consider participating as a Consortium or making use of a Third Party in order to jointly meet the Suitability Requirements.

We have the right to check whether Tenderers, Consortium Members and/or Third Parties actually meet the Suitability Requirements.

Technical and professional ability
You must possess the experience (core competencies) that we consider necessary to be able to perform the Contract. For all Lots – excluding Lot 7 Belgium – you must demonstrate you possess these core competencies.

Core competencies
This applies to all Lots, excluding Lot 7 (Belgium; see below 'Professional qualifications'). You must provide references that demonstrate your experience with:

1) Calculation of gross-to-net salaries using up-to-date laws and regulations on local tax and social security for three countries.
2) Providing digital monthly pay slips for employees in three countries.
3) Providing annual statements for employees in three countries.

Submit a maximum of three references
You must demonstrate that you comply with the Suitability Requirements by means of references (see Annex 3). Submit at least one, but no more than three, references that demonstrate you possess all core competencies. If there are several core competencies in one reference, you may use the same references for those core competencies.

The reference contract must have ended no more than three years ago
Reference contracts that *ended* more than three years ago (calculated from the final deadline for submitting Tenders) will not be considered. Reference contracts that *started* more than three years ago but did not end more than three years ago, will be considered.

Only results actually achieved are considered
If you are submitting a reference contract that is still ongoing, only the results that have already been achieved will be taken into account.

Secret references are invalid
Any reference submitted by a Tenderer that does not indicate who the referee is will be disregarded during the assessment of the Tender and will not be considered for the award of the Contract.

We may make enquiries with the referees
We may verify the information provided, including with referees. This may be done when assessing submitted Tenders against the Suitability Requirements and when verifying the information in your ESPD. You must give your full cooperation in this regard. If the reference declaration is found to be inaccurate, we may decide to declare your Tender invalid and exclude you from further participation in the Procurement Procedure.

Professional qualifications
You are entered in the national professional or trade register
One of the Suitability Requirements is that you are registered in the national professional or commercial register, in accordance with the requirements that apply in the country where your business is based.

Within the Netherlands, a current extract from the trade register of the Chamber of Commerce ('uittreksel KvK') will suffice for this purpose. By current, we mean a valid proof of registration that is not more than six months old when the Tender is submitted (calculated from the closing date for submission of Tenders).

You must have the Tender signed in a legally valid manner by an authorised person. The signatory's authority is evidenced by the aforementioned registration in the national professional or commercial register.

Do you choose to sign the Tender under a power of attorney? For the purpose of verifying the ESPD you must submit both the current registration in the national professional or commercial register and a power of attorney signed in a legally valid manner.

If the Tender is submitted by a Consortium, each member must submit a recent certificate of registration of the undertaking in the trade register of the Chamber of Commerce for the verification of the ESPD.

Specifically for Lot 7 Belgium
For Lot 7 Belgium you must submit proof of possessing a valid certificate of "Sociaal Secretariaat" for your organization as part of your Tender.

Financial and economic standing
You must possess the financial stability to execute this Contract. The following Suitability Requirements relate to the Tenderer's financial and economic standing:

a. Tenderers have had positive equity in the last three closed financial years.
b. Tenderers are able to perform the Contract with existing funds, even if the Contract is extended. The Tenderer knows of no claims and does not need to make investments during the performance of the Contract that might jeopardise their financial and economic standing or their ability to continue as a going concern.
c. The latest audit opinion (or, where applicable, a review or compilation opinion) does not contain a paragraph on the Tenderer's ability to continue as a going concern.

We reserve the right to request supporting evidence (such as annual financial statements or an auditor's statement).

We can have the supplied financial data audited
When submitting the Tender, the Contractor demonstrates that he complies with the financial and economic standing by submitting the ESPD. We have the option to audit this Suitability Requirement. This audit shows whether what is stated in the ESPD (see section 7.5) is true. We can hire a firm for this purpose.

ISO 27001
Quality management system that complies with ISO 27001 or demonstrable equivalent
A valid ISO 27001 certified management system where the certificate has been issued by a body that complies with European certification standards.
Or
A management system that is at least demonstrably equivalent to an ISO 27001 certified management system. You must demonstrate this with a statement from an independent third party.

By equivalent to an ISO 27001 certificate we mean documents that clearly show that you have taken at least the following measures:

- a functioning Information Security Management System (ISMS);
- policy objectives at management level in the field of information security;
- translation of policy objectives in the field of information security into operational processes and controls;
- established security levels for operational processes and the achievement of those levels;
- use of the Plan–Do–Check–Act (PDCA) cycle for policy objectives and security processes;
- formal assignment of responsibilities for information security;
- an annual independent audit by a suitably qualified auditor of the existence and functioning of the aforementioned policy objectives and the achievement of the aforementioned levels.

As evidenced by: a copy of your ISO 27001 certificate or a statement of applicability (SOA), or other equivalent and compelling evidence that the certificate relates to the scope of this Procurement Procedure.

Certification is required for the provider (entity) who enters into the contractual agreement and whose signature is on the Contract with the Contracting Authority. [Information Notice question 3].

In section 7.1 you find which documents related to Privacy and Information Security are a mandatory part of your Tender submission.

3.4. European sanctions

The Contractor acts in accordance with the sanctions packages against Russia adopted by the European Council with regard to public procurement. Your Tender may not conflict with the provisions of the sanctions package. Russian parties are excluded from participating in this Tendering Process. This also applies to parties that subcontract more than 10% of the contract value to a Russian party. Up-to-date information on the content and scope of the sanctions package against Russia with regard to public procurement can be found here.

Other sanctions measures in addition to the measures regarding public procurement may be of relevance when submitting a Tender. For instance, it is prohibited to make funds or economic resources, directly or indirectly, available to or for the benefit of natural or legal persons, entities or bodies listed under European Council sanctions regimes. The European Council has adopted several country-specific as well as thematic sanctions regimes. In the future, additional sanctions measures might be adopted. The Contractor undertakes action to keep himself informed and to comply with these measures.

By submitting a Tender you declare that it does not conflict with the current sanctions package against Russia regarding public procurement or other applicable sanctions measures.

WHAT IS IMPORTANT AND HOW DO WE ASSESS IT?

4. Award criterion

We will award this Contract on the basis of best price-quality ratio
This means that we assess both the quality and the price of your Tender.

4.1. Award Subcriteria and points system

The table below shows the Award Subcriteria and the maximum number of points you can score.

Award Subcriteria		Maximum points	Section
Quality			
Q1	Service	350	4.2
Q2	Communication	200	4.3
Q3	Implementation	200	4.4
Price			
–	Price	250	4.7
	Total score	**1000**	

Important: Submit your answers to all Award Subcriteria only once
Regardless for how many Lots you submit a Tender, you answer each Subcriteria only once. These are generic Subcriteria, not Lot-specific Subcriteria.

Use Annex 1 to answer the Award Subcriteria
In this Annex you also indicate on which Lot(s) you are bidding.

4.2. Award Subcriterion Q1: Service

Objective Q1
We want to secure high quality and continuity of Service, within the context of the day-to-day realities in which this Service will be provided.

Please describe in Annex 1:

I. How do you ensure that payments and payslips are delivered to our local personnel in a timely manner?
II. How do you ensure accurate and timely calculations, payments and reporting in accordance with applicable national tax legislation (e.g. social contributions), other relevant regulations, and anti-money laundering controls?
III. How do you ensure continuity of Service in relation to staff turnover, both in your own organization (as the Contractor) and – if applicable – in your Subcontractor(s), and how do you ensure effective hand-over of knowledge?

4.3. Award Subcriterion Q2: Communication

Objective Q2
We want to secure timely and clear communication between you and us.

Please note: in section 7.1 we ask you to submit the governance structure of your organization. Adding a document with the governance structure is a mandatory part of your Tender submission. The description of your elaboration on Subcriterion Q2 should be aligned with your governance structure. We will not assess your submitted governance structure. However, we may ask clarifications on your elaboration of the Subcriteria (including Q2) based on the submitted governance structure.

Please describe in Annex 1:

I. Describe your expedited communication procedure for urgent matters that require a response in a shorter timeframe than specified in R3 of the Schedule of Requirements (Annex D).
II. What internal procedures do you have to resolve communications issues that are not resolved within the response times specified in R3 of the Schedule of Requirements (Annex D)?
III. Describe your process for managing communication escalations. How are problems and challenges prevented, identified and communicated to higher levels of management?
IV. How do you guarantee timely and correct communication to us about relevant changes in national and local:
    a. Taxes (e.g. social contributions);
    b. Legislation;
    c. Regulations;
    d. Money laundering controls;
    that affect our payroll?

4.4. Award Subcriterion Q3: Implementation

Objective Q3

We want to secure a smooth transition (meaning: guarantee of continuity of Service) from the moment the Contract has been awarded, to the moment the Service is fully up-and-running. When the Service is fully up-and-running – regardless of the scenario mentioned in section 1.4 – we consider the implementation phase to be completed. In accordance with R36 of the Schedule of Requirements (Annex D), we would like Tenderers to present a realistic and achievable implementation plan including opportunities to accelerate implementation where feasible, while safeguarding the quality and continuity of Service. Our wish is that the implementation is finished within 6 months.

Please note: When answering this Award Subcrition, we expect you take into account the three scenarios concerning the implementation of GPS (see section 1.4, and the Schedule of Requirements). In your elaboration of this Award Subcriterion we wish to read about all three scenarios. No scenario will carry greater weight. [Information Notice question 11]

Please describe in Annex 1:

I. What steps are part of your implementation process and what is your proposed timeline?
II. How do you ensure an efficient, effective and timely completed implementation process? What do you require from us to ensure this? Please also describe the most important risks you see and mitigating measures you take.
III. How do you ensure sufficient flexibility in your implementation process to accommodate country-level variations?
IV. How do you ensure the implementation of API connectivity with our GPS system? (assuming GPS has been rolled-out for the countries in question). How fast can you realize API connections?

4.5. Assessment framework for Award Criterion 'Quality'

We assess your elaborations of Award Subcriteria Q1, Q2 and Q3 on several aspects

For each Award Subcriterion, the assessment committee looks at the full picture of the elaborations you submit in your Tender. The assessment aspects they look at are:

- **Alignment**: is your elaboration aligned with our objectives?
- **Plausibility**: is your elaboration realistic in practice?
- **Clarity**: is your elaboration clear and unambiguous?
- **Concreteness**: is your elaboration supported by concrete explanations and examples (where fitting)?
- **Completeness**: does your elaboration address all requested elements (as numbered I, II, III, and a., b., c. et cetera)?

The assessment team grades the elaborations per Award Criterion
Based on the above mentioned assessment aspects, the assessment committee will use the following scores to grade your elaborations. The more the assessors assess your elaboration as aligned, plausible, clear, concrete and complete, the higher the score.

Grading scale		
Score	**Description**	
100%	Excellent	The Tenderer has given an excellent response to the questions for this Award Subcriterion.
80%	Very Good	The Tenderer has given a very good response to the questions for this Award Subcriterion.
60%	Good	The Tenderer has given a good response to the questions for this Award Subcriterion.
40%	More than satisfactory	The Tenderer has given a more than satisfactory response to the questions for this Award Subcriterion.
20%	Satisfactory	The Tenderer has given a satisfactory response to the questions for this Award Subcriterion.
0%	Minimal passing	The Tenderer has given a minimal passing response to the questions for this Award Subcriterion.
–	Unsatisfactory / Poor / No answer	The Tenderer has given an unsatisfactory, poor or no response to the questions for this Award Subcriterion.

The assessment aspects are not award 'sub-subcriteria' and carry no relative weighting
The assessment aspects will not be scored separately. Instead, the assessors will evaluate all aspects together and assign a single overall assessment to each Award Subcriterion.

The following requirements apply to your elaboration of the Award Subcriteria
We apply these requirements to ensure that all Tenderers have the same number of pages for their submissions.

Do's:

- Do use a maximum of 8 pages A4 to write down the elaborations of all Award Subcriteria Q1, Q2 and Q3 combined. We will not read or assess any additional pages.
- Do use font Verdana, size 9 pt. This does not apply to visuals, unless these are text-heavy visuals. For text-heavy visuals we also apply the font requirement of Verdana 9pt.
- Do make sure to choose your word spacing, line spacing, and page margins such that we can easily read your submitted elaborations.
- Do answer each Award Subcriterion separately. We do not assess references to answers given in other Award Subcriteria.

Don'ts:

- Do not use page columns.
- Do not submit multiple pages per A4 (e.g. multiple pages printed onto one PDF page).
- Do not include any additional appendices or materials. We will not read or assess them.
- Do not link to any additional sources or materials. We will not read or assess them.

We have chosen the settings in Annex 1 to match our requirements.

You are allowed to include visuals in your elaborations
We welcome graphs, pictures, tables, and other visuals aids that clarify your elaborations. Visuals do not count towards the page limits, unless they are text-heavy. Whether a visual is considered text-heavy is at our discretion.

We may reformat your Tender to meet our requirements
If your elaboration of the Award Subcriteria does not meet our requirements, we may change the formatting of your Tender to meet those requirements. Any resulting changes, including the removal of excess pages resulting from our adjustments, are at your own risk. If you do not wish to accept this risk, please ensure that your submission fully complies with the requirements we have set.

More information can be found in Chapter 5
Chapter 5 further describes the assessment process.

4.6. Award Subcriterion Price

Please use our provided Quotation form (Annex 2) to submit your prices
We only accept filled-in quotations in our Annex 2. Your Tender for a Lot is invalid if you submit your prices for that Lot through a different or your own quotation form.

Fill in all required fields in the worksheet tabs of your Lot submissions
Your quoted prices are Lot-specific. Your Tender for a Lot is invalid if you do not submit your prices for that Lot and/or if you do not submit a Quotation form for that Lot with all required fields filled in.

Fill in all yellow fields in the worksheet tab for your Lot submissions
Your submission for a Lot is only valid if you have filled in all yellow fields for that Lot in Annex 2. You must provide a quotation for every country within each Lot you submit to.

For each Lot you must also submit implementation prices
Each worksheet tab contains a table where you must submit your implementation prices. Please fill in the rates of all roles (people) and other costs (items, materials) that you plan to use in your implementation of the Service. Your submitted implementation prices do not count towards the number of points earned for the Award Criterion Price for that Lot. However, your prices must be in line with the market. You must submit at least one implementation rate, fee or price per Lot.

Your submitted prices are all-inclusive, market-based rates in euros
Your prices cover the full costs of the Service, and include all guarantees, costs and discounts. If you offer additional discounts or offer other information that has not been requested, we will not include this information in our assessment.

Your submitted prices are excluding VAT and excluding indexation predictions
You are allowed to submit indexation requests based on the index and process mentioned in the Contract. Do not fill in indexation predictions in your Quotation form as part of your Tender.

Negative values are not allowed
We want to receive quotations that show the actual prices/costs of the Service that will be provided. If a certain cost or price component does not apply to you, please set the price to € 0,00. However, it is not allowed to fill in € 0,00 for all costs or price components, leading to the total cost of the Contract for a country (last column on the Quotation form) to equal € 0,00.

Your total cost per Lot may not exceed the upper limit
For each Lot we have determined an upper limit of total cost that may not be exceeded. If your submitted quotation does exceed the upper limit, your Tender for that Lot is invalid and you can no longer win the Contract for that Lot. The upper limits per Lot are shown on the Quotation form.

4.7. Assessment framework for Award Criterion 'Price'

The Quotation form calculates the total price per Lot for a 10-year Contract
These price are based on your submitted all-inclusive prices excluding VAT and excluding indexations. The total price is calculated from the prices you submit in your Tender.

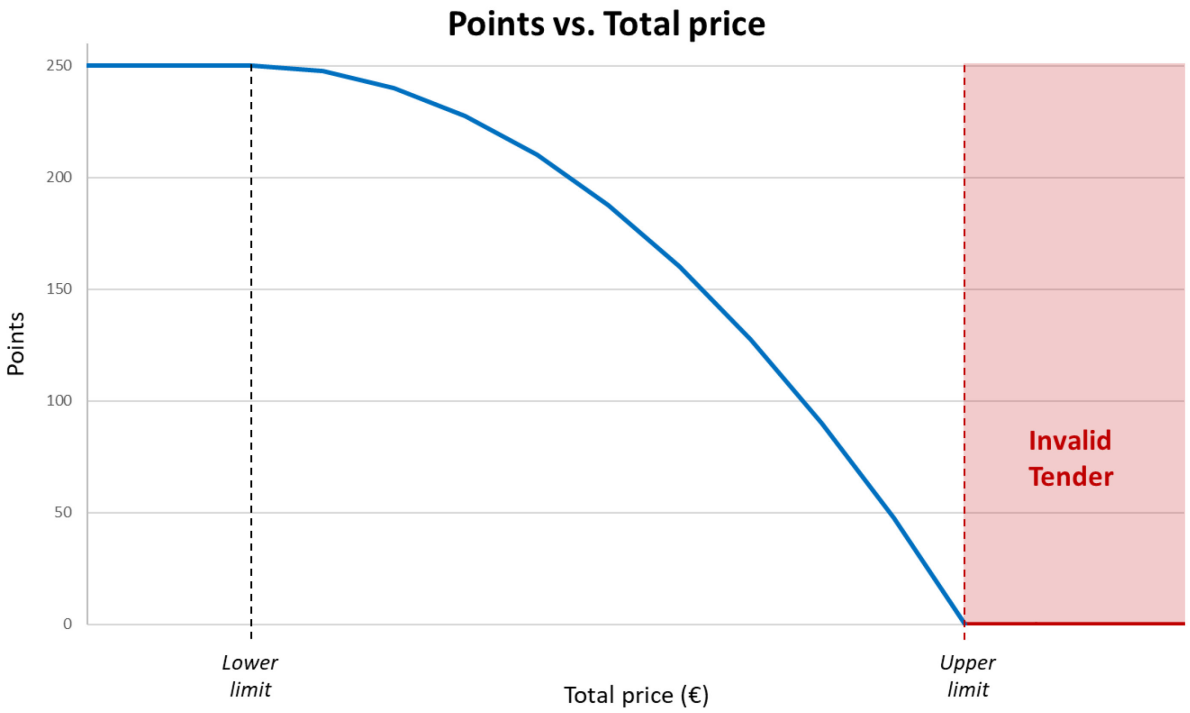
The Quotation form calculates the number of points earned per Lot
The number of points earned depends on the total price offered per Lot, and the lower and upper limits we have set for the total price per Lot. These limits are based on the estimated Contract values per Lot (see section 2.2) and are shown in the Quotation form.

We use this formula to calculate the number of points you earn for your price per Lot

$$Points\ earned = \max points - \frac{\max points * \left(\frac{lower\ limit - your\ price}{upper\ limit - lower\ limit}\right)^2}{\max points}$$

Points earned	=	The number of points you earn based on your submitted total price.
Max points	=	The maximum number of points that can be earned.
Lower limit	=	The total price below which no additional points can be earned.
Upper limit	=	The total price for which no points are earned, and above which your Tender is invalid.
Your price	=	Your submitted total price.

This is the graph of the formula for all Lots. Per Lot we have set a lower and upper total price limit, which you can find in the Quotation form.



5. Assessment of your Tender

In this chapter you can read how we assess your Tender.

5.1. Assessment and assessment committee

We test for Formal Requirements, Grounds for Exclusion and Suitability Requirements
Before we assess the content of your Tender, we first assess whether your Tender meets the Formal Requirements, whether any Grounds for Exclusion apply, and whether you meet the Suitability Requirements.

We also check whether you agree with the Requirements
If you do not agree with the Schedule of Requirements or do not meet the set Requirements, your Tender is invalid and we will exclude you from further participation in the Tendering Process. All Requirements in the Schedule of Requirements are knock-out criteria.

In case of doubt, we will assess the Tender against the tendering principles
We may decide to declare your Tender invalid and exclude you from further participation in the Tender if you do not meet the Requirements and rules in the Tender Documents, such as the:

- Grounds for Exclusion (section 3.2);
- Suitability Requirements (section 3.3);
- Formal Requirements (section 7.3).

Invalidation and exclusion will not take place if this is contrary to the tendering principles (non-discrimination, equal treatment, transparency and proportionality).

If your Tender meets all Requirements and rules, we will assess the Tender
If your Tender meets all the requirements and regulations, we will assess the content of the Tender based on the Award Subcriteria and give it a score. An assessment committee will assess the content of your Tender. The assessment committee consists of at least three assessors who have the expertise required to assess the content of your Tender.

5.2. Assessment of quality

We will give your Tender a score for quality
The assessment committee will determine the score you receive for each of your elaborations on the Award Subcriteria.

Scores reflects the substantive assessment
The assessment committee will determine the score you receive for each Award Subcriterion. This score will be between 0% and 100% (with 100% being the highest). The table in section 4.5 shows what each score says about the quality of your Tender.

When assessing your Tender, the assessors do not yet know the price you submitted
This ensures that the assessors only assess the quality of your Tender.

Scores are determined as follows:

- First, each assessor individually and anonymously determines their assessment and score per Tender, per Award Subcriterion.
- Second, all assessors receive an overview of all individually and anonymously given assessments and scores. Assessors may anonymously comment on each other's assessments and scores, and may adjust their own assessments and scores.
- Third, all assessors receive an updated overview of all individually and anonymously given assessments and scores, including all anonymous comments. The assessors then meet for a plenary session to discuss the assessments, scores and findings. During this session, the assessors discuss any significant differences in their assessments and scores.
- Fourth, after the plenary session, assessors may adjust their assessments and scores one last time. All assessors then submit their final assessments and scores.

- Fifth, the final scores of all assessors per Tender, per Award Subcriterion, are averaged.

The final score per Award Subcriterion is the weighted average score
Your average score per Award Subcriterion, expressed in a percentage ranging from 0-100%, is multiplied by the maximum number of points that can be obtained for that Award Subcriterion. The maximum number of points that can be obtained are found in the table in section 4.1.

For example: three individual assessments of your elaboration on Award Subcriterion Q1 are 80%, 80% and 60%, with a maximum number of points to be earned of 350. These three assessments will be averaged to a score of ((80% + 80% + 60%) / 3) = 73,33%. The weighted average score in points is (73,33% * 350 max points) = 256,67 points. In this case, your final score for Award Subcriterion Q1 is 256,67 points.

Your total score for quality is the sum of the weighted average scores for all Subcriteria
The final scores, expressed in points, for all Award Subcriteria are summed to calculate the total number of points each Tenderer receives on the Award Criterion 'quality'.

5.3. Assessment of price

We will give your Tender per Lot a score for price
The Quotation form (Annex 2) automatically determines the number of points you receive for your submitted price. The number of points are calculated with the formula found in section 4.7.

5.4. Assessment of the best price-quality ratio, and award of Contracts

You will receive a total score per Lot for your Tender
This score per Lot is the sum of all points earned for the Award Subcriteria quality (fixed number of points for all Lots) and price (variable per Lot). If applicable, we round the scores for each Award Subcriterion to two decimal places. We apply the same rounding to the total score for your Tender. We do this for readability only. When calculating the number of points and the final score, we do not round the scores.

The Tenderer with the highest total score, has submitted the best Tender
This Tenderer will be ranked as number one. In the event of equal total scores, the Tenderer with the best subtotal score for quality will be ranked as number one.

Per Lot, all Tenderers will be ranked based on the price-quality ratio of their Tender
This ranking will be used to award the Lots to the winners. Each Tenderer indicates in Annex 1 which Lots to which they are submitting their Tender, and their preference of which Lots to be awarded.

Example ranking per Lot
Say there are five Tenderers with these fictional total scores on and these Lot submissions:

Tenderer	Total Points	Overall Rank	Lot submission						
			1	2	3	4	5	6	7
A	800	2	x	x	x	x	x	x	x
B	850	1	x			x			
C	400	5	x	x		x	x		x
D	550	4	x	x		x			x
E	700	3		x		x	x		x

The ranking of Tenderers A through E for each Lot based on their submissions would be:

Rank per Lot	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7
1.	B	A	A	B	A	A	A
2.	A	E		A	E		E
3.	D	D		E	C		D
4.	C	C		D			C
5.				C			

We use this ranking per Lot to determine which Tenderer is awarded which Lot's Contract.
Please note: the example does not take into account that awarded points per Lot may vary for each Tenderer, as the number of points earned on the Award Subcriterion price may vary per Lot. We do take this into account in our actual calculations.

We use fixed rules to award the Contract for each Lot
We use these rules in sequence to award the Contract for each Lot.

- **Rule 1:** We first award Lots for which we have received only one valid, suitable and acceptable Tender.
- **Rule 2:** We then award Lots for which we have received more than one valid, suitable and acceptable Tender. We award these in order, starting at Lot 1 and ending at Lot 7.
- **Rule 3:** A Tenderer can be awarded a maximum of four Lots.
- **Rule 4:** Is a Tenderer ranked highest on multiple Lots in such a way that he surpasses the maximum number of awarded Lots according to Rule 3? Then the Lots will be awarded on the basis of the preference of the Tenderer as stated in their submitted Annex 1, in such a way that we still adhere to Rule 3. This only applies to Lots where we have received more than one valid, suitable and acceptable Tender.
- **Rule 5:** If, as a result of the application of the previous rules, one or more Lots remain without any valid, suitable and acceptable Tenders, Rule 3 will no longer apply for those Lots. In that case, a Tenderer can be awarded more than four Lots, in accordance with Rules 1 and 2.

Applying these rules to our example above would result in the following:

- **Rule 1:** In the example above, both Lot 3 and Lot 6 received only one valid, suitable and acceptable Tender. Both Lot 3 and Lot 6 are awarded to Tenderer A.
- **Rule 2:** Starting at Lot 1 and ending at Lot 7, we now award the Lots for which we received more than one valid, suitable and acceptable Tender. Lot 1 is awarded to Tenderer B. When we reach Lot 2, Rules 3 and 4 come into play.
- **Rule 3:** Tenderer A is ranked highest on Lots 2, 5 and 7. However, Tenderer A has already been awarded Lots 3 and 6 based on Rule 1. This means Tenderer A can only be awarded two more Lots.
- **Rule 4:** To decide which two Lots Tenderer A is awarded, we look at the preferences as stated in Tenderer A's submitted Annex 1. Let's say Tenderer A ranked their preferred Lots as such, from most to least preferred: 6-7-5-4-1-3-2. Based on this preference, we award Lots 5 and 7 to Tenderer A.
- **Rule 2:** Now the remaining Lots are awarded based on Rule 2. Lot 2 is awarded to Tenderer E. Lot 4 is awarded to Tenderer B. And Lots 5 and 7 are awarded to Tenderer A.
- **Rule 5:** There are no Lots that remain without any valid, suitable and acceptable Tenders, so Rule 5 does not apply.

Example: awarded Contracts per Lot							
Rank per Lot	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7
1.	B	A	A	B	A	A	A
2.	A	E		A	E		E
3.	D	D		E	C		D
4.	C	C		D			C
5.				C			

5.5. Manipulative or abnormally low Tender

A Tender that violates the assessment mechanism (manipulative Tender) is invalid. In that case, we will exclude you from further participation in the Tendering Process.

This occurs, for example, if the Tenderer disrupts the intention of the assessment system, for example by disregarding the objective that the Contracting Authority has in mind when assessing the Award Subcriterion of Price.

If you submit a Tender that appears to be abnormally low in relation to the Contract to be performed, we will request that you clarify the proposed price or costs. This may result in us declaring your Tender invalid and excluding you from further participation in the Tendering Process, for example if you cannot substantiate the low level of the proposed prices or costs.

WHAT DOES THE PROCEDURE INVOLVE AND HOW DO YOU SUBMIT A TENDER?

6. What does the procedure involve?

This chapter provides information about the Procurement Procedure and how it works. We provide a timetable and explain each step, and tell you who your Contact is and how you can ask questions.

6.1. CPV codes

The Procurement Procedure concerns services with the following CPV codes:

- 79211110-0, Payroll management services

6.2. EU open procedure

Any interested Economic Operator may submit a tender for this Procurement Procedure
We have opted for an open procedure. This gives all potential Tenderers sufficient time and opportunity to submit a high-quality Tender and ensures that the entire market has the opportunity to tender. This choice is based primarily on the following:

- size of the contract;
- transaction costs for the Contracting Authority and the Tenderers;
- number of potential Tenderers;
- desired end result;
- complexity of the Contract;
- type of Contract and nature of the market.

6.3. TenderNed

The Procurement Procedure is being conducted via the online tendering platform TenderNed (www.TenderNed.nl).

Registration and authorisation
If you would you like to participate in this Procurement Procedure, please check in good time that your business is correctly registered on www.TenderNed.nl. Also check who is authorised to submit a digital Tender on behalf of your business.

6.4. Contact person

Your Contact Persons are Roy Reintjes and Malou van Popta, Senior procurement advisors, RIS
You may only communicate with your Contact about this Procurement Procedure. Communication will take place via the messaging module in TenderNed. If you communicate about this Procurement Procedure with other employees of the Contracting Authority or via other channels, this may cause us to declare your Tender invalid and exclude you from further participation in the Procurement Procedure.

6.5. Timetable of the Tendering Process

Below is the timetable for the Procurement Procedure. The following sections provide a brief explanation of the activities.

We aim to follow the timetable below. Unless explicitly stated otherwise, you should assume that this timetable applies. We will report any changes to the timetable in the Information Notice or via TenderNed. Potential Tenderers cannot derive any rights from this timetable.

Activity	Final deadline
Descriptive Document published	Tuesday 21 July 2026
Submit questions and report inconsistencies	Monday 24 August 2026, **10.00am CET**
Information Notice published	Thursday 10 September 2026
Submit tender	Thursday 24 September 2026, **10.00am CET**
Results of assessment announced	Thursday 19 November 2026
European Single Procurement Document (ESPD) check	From Thursday 19 November 2026
Final deadline for objections	Wednesday 9 December 2026, **11.59pm CET**
Contract awarded	From Thursday 10 December 2026
Expected start date of Contract	Friday 1 January 2027

We reserve the right to amend the intended timetable. If it is necessary to make changes to the timetable, this will be communicated to all parties involved. No rights can be derived from the intended timetable. The dates mentioned in this (or the amended) timetable for submitting questions and submitting Tenders are considered **strict deadlines**.

6.6. Questions and text suggestions

It is possible that part of the Descriptive Document may be unclear. This section explains what to do in that case.

Ask all your questions via TenderNed
If you have questions about the content or procedure of this Procurement Procedure, or you have noticed inconsistencies and ambiguities or have objections, please use the *Vragen en Antwoorden* (Questions and Answers) section on the TenderNed dashboard or complete Annex J and upload it as an attachment through the messaging section on TenderNed [Information Notice question 2]. We will not answer any questions submitted in any other way. You can also use this channel to ask questions or make suggestions regarding the contract terms and conditions.

Please indicate which document and section your question relates to.

Submit all your questions and notify us of any inconsistencies no later than the date and time specified in the timetable
This will ensure that you receive an answer to your question. If you submit your question too late, we will only answer it if we consider it to be important information for all Tenderers. In principle, the time limit for submitting Tenders will not change, even if we publish the answers less than 10 days before the closing date. If you do not report the inconsistencies, ambiguities or objections on time, we will in principle no longer amend the Descriptive Document. You cannot derive any rights from inconsistencies that you have not reported or that you have reported but not notified us of in time. We will of course try to avoid inconsistencies in the Tender Documents.

Ensure that your questions and suggestions are anonymous
Do not include the following in your question:

- business names;
- product names;
- other names related to your organisation.

We will publish all questions and answers in TenderNed
You can read all questions and answers in the Information Notice. This ensures that all Tenderers receive the same amount of information. You will always receive a notification by email when we publish the questions and answers. We will publish the Information Notice no later than the date specified in the timetable.

At this point we will assume that the Procurement Procedure is clear to all Tenderers.

You can also ask questions confidentiality
The answer will then be intended for you alone and not for the other Tenderers. If you would like a confidential answer to your question, please state clearly why you believe that disclosure of this information could harm the legitimate economic interests of your business.

If we do not agree with your reasons we will give you the choice: either we will include your question in the Information Notice that will be made generally available, or we will not answer your question.

We only provide information via TenderNed
If you receive information in any other way, no rights can be derived from it. This also applies if you receive the information from one of our employees or representatives.

The Information Notice always takes precedence
If the Information Notice and the Descriptive Document contradict each other, the Information Notice takes precedence. If there are multiple Information Notices that contradict each other, the most recently published notice applies.

6.7. Submitting your Tender

Submit your Tender no later than the date and time specified in the timetable
You can only submit your Tender via TenderNed. If you submit your Tender too late or do not submit it via TenderNed, your Tender will be deemed invalid. You can read more about how to submit a Tender in chapter 7.

6.8. Submitting a Tender if the Procurement is divided in Lots

You can submit a Tender for 1 or more Lots
We will conclude an Agreement for each Lot. You may not submit a Tender for parts of the Lots.

We will award a maximum of 4 Lots to one Tenderer
This ensures that all Lots are not assigned to a single Contractor, allowing risks to this crucial Service to be spread. This division also aligns with our internal organization, enabling us to effectively manage all Lots.

6.9. Opening of Tenders

The opening of the digital safe is **not** public and takes place at the RIS after the deadline for submission on the date specified in section 6.6 on behalf of the Contracting Authority.

The report on opening is published via TenderNed. The report on opening will state which Tenderers have submitted a Tender.

6.10. Clarification talk

We may ask you to explain your Tender in a clarification talk.
We may ask questions during the clarification talk regarding any outstanding issues or points requiring clarification in your Tender.

6.11. Notification of Award Decision

No later than the date specified in the timetable, we will announce the Supplier to which we have awarded the Contract
You will then receive a notification via TenderNed and you will find the Award Decision in TenderNed. The Award Decision will include the following information:

- to whom we are awarding the Contract;
- the relevant reasons why we are awarding the Contract to this Tenderer;
- the justification for the scores awarded to your Tender;
- a definition of the suspensive period. This is the period during which you can still lodge an objection to the Award Decision;

- in the case of the Award Criterion of best price-quality ratio, you will see the scores for the Award Subcriteria relating to quality (or components thereof) and the total score for price of the winning Tenderer.

Please note: You cannot derive any rights from the Award Decision
If the Award Decision was in your favour, you will, in principle, be awarded the Contract. However, at this stage of the Procurement Procedure we may still decide to award the Contract to another party or not to proceed with the award. The notification of the Award Decision does not therefore constitute acceptance of the bid. You cannot derive any rights from the Award Decision and you are not entitled to compensation on the basis of an Award Decision.

Only once the Agreement has been signed with you do you have the right to carry out the Contract.

We treat your information confidentially
We will not share your data with other parties, even if we do not award the Contract to you. We do not disclose certain information regarding the award of a Contract if disclosure of that information:

- would be contrary to any legal requirement;
- would be contrary to the public interest;
- could damage the legitimate commercial interests of Economic Operators, or
- could undermine fair competition between Economic Operators.

If you would like to know more about what data we process about you, for what purpose and in what way, see our privacy statement.

6.12. Verification of data in the European Single Procurement Document (ESPD)

After we have announced the Award Decision, we can verify the information in the European Single Procurement Document (ESPD) of the Tenderer to whom we have notified our intention to award the Contract. Below you can read how this works.

Upon request, the winning Tenderer will provide the following supporting documents within ten (10) working days:

- An extract from the Commercial Register of the Chamber of Commerce or an equivalent professional or trade register in a country other than the Netherlands (including a power of attorney, where applicable). The authority of the signatory must also be evidenced by the relevant registration in the national professional or trade register. The extract must not be older than six (6) months, counted from the deadline for submission of the Tender.
- Statement by the Tax Authority of the country in which the Tenderer is established, stating that the Tenderer has paid all mandatory taxes and social security contributions. The statement must not be older than six (6) months, counted from the deadline for submission of the Tender.
- SOC 2 Type II report covering the latest available audit period.
- ISAE 3402 Type II report (or equivalent independent assurance report) covering the latest available audit period.
- Certificate of Conduct for Public Procurement (GVA). Note: in view of the processing period, request the statement of conduct in good time. For more information, see: www.justis.nl/producten/gva/. Certificates of Conduct for Procurement must not be more than two years old, calculated from the closing date of the Tender.

For companies established outside the Netherlands that are not able to obtain a Certificate of Conduct for Public Procurement (GVA), the following applies: an equivalent document issued in the country where the Tenderer is established shall be accepted. In assessing equivalent documents we (also) make use of E-Certis. If such a document is unavailable, it may be replaced by a statement made under oath or by a solemn declaration. The foreign company shall make such statement before a competent judicial or administrative authority, a notary, or a competent professional or trade body in its country of establishment. The following requirements apply:

a. The statement may be in any format but must explicitly confirm that none of the exclusion grounds set out in Articles 2.86 and 2.87 of the Dutch Public Procurement Act (*Aanbestedingswet 2012*) apply to your organization;
b. The statement must address each relevant exclusion ground separately;
c. After the statement has been prepared, it must be presented to a competent judicial or administrative authority, a notary, or a competent professional or trade body in the relevant country for the purpose of making the statement under oath or solemn declaration, after which it must be legally signed under the supervision of that competent judicial or administrative authority, notary, or professional or trade body.

In addition, you will be asked to provide the following information:

- the IBAN and BIC codes of your bank account to which any payments will be made.
- the details of the signatory to the Contract and the contact person who may be named in the Contract on behalf of your organisation for the performance of the Contract.

If a Consortium has been awarded the Contract, each Consortium Member must submit these supporting documents. If a Third Party is being relied upon in order to meet the Suitability Requirements, each Third Party must submit these supporting documents. This can be done via the messaging module in TenderNed.

A verification talk can be part of the verification process.

The information is incorrect or you submitted it too late
If the information you submitted is incorrect or you submitted it too late, we may give you a one-off opportunity to rectify this within a period of three working days. If you do not do this we may decide to declare your Tender invalid and exclude you from further participation in the Procurement Procedure. We will then withdraw the Award Decision. We may decide to award the Contract to another Tenderer.

6.13. Suspensive period and objections

We will not award the Contract until a period of 20 calendar days has elapsed after the date of the Award Decision.

If a Tenderer has objections to the Award Decision (or the reasoning behind it), the Tenderer must initiate interim injunction proceedings against the State by serving a writ of summons within 20 calendar days of the date of the Award Decision.

The aforementioned period is a contractually agreed expiry period, to which the Tenderer agrees by submitting a Tender. If a Tenderer has not initiated interim injunction proceedings within this period, the Tenderer in question can no longer raise any objections (in legal proceedings) with regard to that decision. In that case, the Contracting Authority is free to further implement the decision. The right to challenge the Award Decision and/or to claim compensation or make any other claim in connection with this decision and this Procurement Procedure will then lapse. The right to claim compensation or make any other claim in proceedings on the merits will also have lapsed, or at least been processed.

If you are considering initiating interim injunction proceedings, you must first write to your Contact via the TenderNed messaging module, stating your objection.

In principle, we will not conclude any Agreement before the court has ruled in the interim injunction proceedings. If there is a compelling reason within the Contract not to wait, we may decide to conclude an Agreement despite the interim injunction proceedings.

6.14. Contracting Authority's reservations

We may ask additional questions
We may decide to ask you additional questions to clarify your Tender or request supporting documents/statements to verify the accuracy of your Tender.

We may terminate this Procurement Procedure at any time
We reserve the right, until the moment the intended Agreement is signed, to terminate the Procurement Procedure in whole or in part, temporarily or permanently. In that case, the Tenderer cannot claim any form of compensation. In such a situation, we will in principle not reimburse any tendering costs, unless we consider that circumstances are such that compensation is appropriate. Under no circumstances will this involve full reimbursement of the costs incurred, but rather compensation for part of those costs.

7. How do you submit a Tender?

7.1. Additional documents to be submitted with your Tender

Tender letter (not mandatory)
When submitting your Tender, you may include a tender letter. This letter is not subject to any specific format, so there is no Appendix among the Tender Documents for this purpose.

Adding a Tender letter to your Tender is **not mandatory**. However, if you include a Tender letter, it would help us if you included the following information:

- Name and contact details of your Contact for the Procurement Procedure.
- The reference number of your Tender.
- How you are tendering (independently, as a Consortium, and/or with Subcontractor(s)): please state the names of the companies/organizations that are part of your Tender.

Governance structure (mandatory)
As stated in section 4.3 Award Subcriterion Q2, we ask you to submit a document in your Tender describing the governance structure of your organization. This document is not subject to any specific format and therefore no Appendix have been provided among the Tender Documents for this purpose. This document can either be self-drafted or a document certified by a legal or auditing entity. [Information Notice question 9]

Submission of the governance structure document is a **mandatory** part of your Tender.

The submitted governance structure will not be separately evaluated as a scored element. However, we may ask clarifications on your elaboration of the Subcriteria (including Q2) based on the submitted governance structure. The description provided under Subcriterion Q2 should be aligned with the submitted governance structure.

Privacy and Information Security documents (mandatory)
We ask you to submit the following documents in your Tender:

- Privacy policy.
- Information security / Data protection policy.
- ISO 27001 Certificate with Scope of the ISMS, or equivalent (see section 3.3).
- ISO 27001 Statement of Applicability, or equivalent (see section 3.3).
- Procedure for data breaches.

Submission of these documents is a **mandatory** part of your Tender.

For Lot 7 Belgium: Certificate "Sociaal Secretariaat"
If you submit a Tender for Lot 7 Belgium, you must include proof of possessing the certificate "Sociaal Secretariaat".

Submission of this proof is a **mandatory** part of your Tender for Lot 7.

7.2. Submit Tender via TenderNed

Tender via TenderNed
You can only tender via TenderNed. If you do not submit a Tender via TenderNed, your Tender will be deemed invalid and you will be excluded from further participation in the Procurement Procedure. This means that you cannot tender in any other way (e.g. by email).

Instructions for Economic Operators on how to use TenderNed can be found (in Dutch) at TenderNed | TenderNed gebruiken als ondernemer. The correct use of TenderNed is at the risk of the Economic Operator/Tenderer.

Make sure you submit your Tender well in advance
Once the deadline for submitting Tenders has passed, it will no longer be possible to submit your Tender. Please bear in mind that:

- uploading all files correctly and completely takes time;
- your internet connection may be slow;
- you may encounter technical problems with TenderNed;
- the TenderNed helpdesk may not always be able to resolve your technical problem immediately.

When uploading the Appendices consider the following:

- Start uploading the documents in good time. It may take some time before everything is uploaded;
- Upload each Appendix as described in section 7.4;
- Ensure that the file name clearly indicates which Appendix it is;
- Make sure that each Appendix is complete and correct.

We can only extend the deadline for submitting Tenders in the event of a malfunction in TenderNed
We are not liable for malfunctions in TenderNed. However, it may be a reason to extend the deadline.

Please contact TenderNed in the event of technical problems
You will find the options, including the helpdesk opening hours, on the TenderNed | Contact page.

7.3. Formal Requirements for the Tender

Ensure that your Tender meets the Formal Requirements
The Formal Requirements are set out below. If you do not meet these requirements your Tender will in principle be deemed invalid and we may exclude you from further participation in the Procurement Procedure. By tendering in this Procurement Procedure, you agree to everything stated in this Descriptive Document and in all the Appendices.

Each Tender must meet the following Formal Requirements:

- you must submit your Tender on time;
- you must provide all requested information. In section 7.4 you will find all mandatory Appendices that the Tender must contain as a minimum;
- you must use the forms provided in this Descriptive Document and the Appendices. You may not modify the set text of these forms;
- you may not attach any conditions to your Tender;
- you must submit your Tender without reservations;
- you must guarantee that your Tender will remain valid for at least 120 days after the closing date for submission of Tenders. This is the validity period. In the event of interim injunction proceedings, we will extend the validity period by 45 days after the court has issued its judgment;
- you ensure that all communication concerning and relating to the Tender is in English. You will also communicate in English throughout the term of the Agreement;
- the ESPD must be signed in a legally valid manner. By signing the ESPD, you commit to the Tender. This must be done by someone who has sufficient authority to do so. If the ESPD has not been signed correctly, your Tender will in principle be deemed invalid and we may exclude you from further participation in the Procurement Procedure. However, the Contracting Authority may decide that there is scope to remedy this issue. In this case, it is important that the new signature does not entail any substantive changes to the Tender.

We treat your information confidentially
We will not share your data with other parties, even if we do not award the Contract to you.

7.4. Mandatory Appendices in TenderNed

The table below lists which Appendices you need to complete and upload and where in your TenderNed dashboard you should upload them.

All documents that you are required to complete when submitting your Tender are marked as 'Aanwezigheid verplicht?' (Mandatory?), 'Ja' (Yes). All documents must be added as Appendices to your Tender using the correct file name (e.g. 'Appendix 4 – Reference Declaration').

Please note Submit the Appendices in the requested format, as described in the table below. If you use a different file type, the RIS may not be able to display the file correctly or in its entirety. This means that you run the risk of your Tender being declared invalid and exclusion from further participation in the Procurement Procedure.

Document	See section	Form to be used	Mandatory?	And by whom?
In your dashboard 'Beantwoord de gunningscriteria' (Respond to the award criteria)				
Response to the Award Subcriterion 'Quality'	4.1–4.4 5.1 5.2	Appendix 2	Yes	• Tenderer or • The lead party (in the case of a Consortium)
Quotation form	5.1 7.3	Appendix 3 (upload in PDF <u>and</u> in Excel format)	Yes	• Tenderer or • The lead party (in the case of a Consortium)
In your dashboard under 'Vul het Uniform Europees Aanbestedingsdocument in' (Complete the European Single Procurement Document)				
European Single Procurement Document (ESPD)	3.1–3.3 7.5	Appendix 1 (UEA-wizard (ESPD wizard) in TenderNed) (in PDF format)	Yes	• Tenderer or • The lead party (in the case of a Consortium) or • The Tenderer and all Third Parties (if a Third Party is relied upon in order to meet the Suitability Requirements)
In your dashboard under 'Voeg overige documenten toe' (Add other documents)				
Tender letter	7.1	Not subject to specific format (please upload in PDF format)	No	• Tenderer or • The lead party (in the case of a Consortium)
Governance structure	7.1	Not subject to specific format (please upload in PDF format)	Yes	• Tenderer or • The lead party (in the case of a Consortium) or • The Tenderer and all Third Parties (if a Third Party is relied upon in order to meet

				the Suitability Requirements)
Privacy and Information Safety documents	3.3 7.1	Not subject to specific format (please upload in PDF or Word format)	Yes	• Tenderer or • The lead party (in the case of a Consortium) or • The Tenderer and all Third Parties (if a Third Party is relied upon in order to meet the Suitability Requirements)
For Lot 7 Belgium: Certificate "Sociaal Certificaat"	3.3 7.1	Not subject to specific format (please upload in PDF format)	Yes, for Lot 7 Belgium	• Tenderer or • The lead party (in the case of a Consortium)
Reference declaration	3.3	Appendix 4 (upload in PDF format)	Yes	• Tenderer or • The lead party (in the case of a Consortium)

For this Procurement Procedure, you as the Tenderer must complete the ESPD, sign it in a legally valid manner and attach it to the Tender. The legally valid signature of the ESPD represents the legally valid signature of the entire Tender.

A wet, scanned or digital/electronic signature are all valid.

7.5. Submitting a Tender using the ESPD

We use the UEA-wizard (ESPD wizard) in TenderNed. You will find this on your dashboard. After fully completing the ESPD you generate a PDF. You must sign this in a legally valid manner and add it to your Tender.

The ESPD consists of five parts

In **Part II** you fill in the details of your own business. In **Part III** you will find all the Grounds for Exclusion. We have ticked which Grounds for Exclusion apply to this Procurement Procedure.

Each legal person involved submits its own ESPD

If you are submitting a Tender as a Consortium or you are relying upon Third Parties in order to meet a Suitability Requirement, you must submit multiple ESPDs, one for each organisation involved. You can find out more about this in section 7.6.

You can create a second ESPD by clicking on the 'Vul het formulier in' (Fill in the form) button again. You can then prepare another ESPD for a Consortium partner or a Third Party. The ESPD for the Consortium partner or a Third Party can be completed online here.

By submitting an ESPD, you declare that you are suitable for this Contract

By clicking 'Ja' (Yes) in section α of **Part IV** of the ESPD ('Algemene aanwijzing voor alle selectiecriteria' (Global indication for all selection criteria)), you declare that your business meets all the Suitability Requirements set out in section 3.3 of this Descriptive Document. The ESPD uses the term 'selectiecriteria' (selection criteria). This refers to the Suitability Requirements.

By signing the ESPD, you also declare that the Grounds for Exclusion do not apply to your business
If a Ground for Exclusion does apply, but you still wish to submit a Tender, please state the information and/or measures requested in **Part III** of the ESPD (Uitsluitingsgronden/Grounds for Exclusion) in the ESPD.

7.6. Submitting a Tender as a Consortium or using a Third Party

Economic Operators may decide to jointly submit a Tender
Reasons for this may be:

- the Economic Operators do not individually have sufficient capacity, experience and/or expertise;
- to spread financial risks and/or avoid over-reliance on one major Client.

The Contracting Authority may not prohibit Tenders by a Consortium or Tenders where a Third Party or Parties are engaged. However, it is possible to impose proportionate conditions, such as joint and several liability, a single point of contact or the establishment of a legal person after the Contract is awarded. See also sections 2.52 and 2.92 of the Public Procurement Act 2012.

You must complete the European Single Procurement Document (ESPD) via the separate ESPD module and comply with the conditions set out below:

Submitting a Tender as a Consortium
In the case of a Consortium, all Consortium Members must complete their own copy of the ESPD. This must be included with the Tender. Under **Part IIA** of the ESPD, under 'Wijze van deelneming' (Method of participation), all Consortium Members must provide the names of all Consortium Members and their own role, with all Consortium Members also specifying which Economic Operator is in charge of the Consortium and will act as the authorised representative ('lead party') on behalf of the Consortium vis-à-vis the Client. The lead party is therefore the Economic Operator that has been duly authorised by each Consortium Member to enter into obligations on behalf of the Consortium in the context of this Procurement Procedure, for which all Consortium Members are fully and jointly and severally liable to the Client.

By submitting a Tender, each Consortium Member declares that:
1. the information provided in the Tender and ESPDs is correct and legally valid; and
2. each Consortium Member is jointly and severally liable for the performance of the Contract and guarantees the correct and timely fulfilment of all obligations arising from the Agreement.

After the deadline for submitting the Tender has passed, the composition of the Consortium may not be changed without the Client's consent.

Engaging a Third Party in order to meet the Suitability Requirements
If you rely on a Third Party in order to meet the Suitability Requirements, you must tick 'Ja' (Yes) in **Part IIC** of the ESPD. Third Parties relied on by a Tenderer in order to meet the Suitability Requirements must also submit their own copy of the ESPD with the information we request in **Parts IIA, IIB and III**.

A precondition for relying on a Third Party in order to meet the Suitability Requirements is that the Tenderer must be able to demonstrate that it will actually have the resources of the Third Party that are necessary for the Contract at its disposal. For example, by means of a statement from the Third Party indicating that the Third Party is willing to perform the work in question.

If you rely on a Third Party's technical and professional ability, you must be able to deploy the resources necessary for the Contract throughout the term of the Agreement for the performance of the Contract.

You may submit a Tender in one way only
You may only submit a Tender once for this Procurement Procedure, either as an independent Tenderer or as a Consortium Member. If you do not comply with this, all Tenders concerned will be deemed invalid and we will exclude all parties involved from further participation in the Procurement Procedure.

The following three situations are also prohibited in principle, unless you can demonstrate that the Tenders concerned have been drawn up independently and therefore completely separately from each other and without knowledge of the relevant market behaviour of the other Tenderer/Consortium, and that there is no threat to transparency and/or distortion of competition:
you may not submit a Tender as an independent Tenderer or as a Consortium Member and – in addition – act as a Subcontractor for another Tenderer or Consortium;
you may not act as a Subcontractor for multiple Tenders;
if you are part of a group, the submission of Tenders by multiple subsidiaries or multiple group companies of this group is not permitted.

If we believe that one of the three situations above applies, we will request that you issue a non-collusion statement. In the non-collusion statement, you declare that your Tender has been drawn up independently and therefore completely separately and without knowledge of the relevant market behaviour of another Tenderer or Consortium, and that there is no threat to transparency and/or distortion of competition between the Tenderers/Consortiums. You also state which measures have been taken to this end.

If you are unable to demonstrate this, all Tenders concerned will be deemed invalid and we will exclude all parties involved from further participation in the Procurement Procedure.

With our permission, you may involve other parties in the performance of the Contract at a later date
If you have you been awarded the Contract and you subsequently wish to involve another party in the performance of the Contract after the Agreement has been concluded, you must first request our permission. As the Contractor, you remain responsible at all times for the performance of the Contract as agreed.

7.7. Submitting a Tender as a subsidiary or operating company

If the Tenderer is a subsidiary or operating company, the following rules apply:

By submitting a Tender, the Tenderer and the holding company or parent company declare that the holding company or parent company is jointly and severally liable for debts arising from the juridical acts of the Tenderer. This is also laid down in article 2:403 of the Civil Code. Or the Tenderer declares that the Tenderer does not make use of Article 2:403 of the Civil Code.

8. Conditions

If we award you the Contract, we will enter into an Agreement with you. In this chapter you will read about what you are agreeing to, and the accompanying rights and obligations.

8.1. Agreement and Government Terms and Conditions

We record the mutual rights and obligations in the Agreement
The General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI- 2025) are also part of the Agreement. By submitting a Tender, you agree to the draft Agreement and the above terms and conditions, including the amendments made by the Summary of Additional Information and Changes.

We do not accept your delivery conditions, payment conditions or other general terms and conditions, and these are expressly not part of the Agreement that we enter into with you.

The Descriptive Document, including Annexes and the Tender of the winning Tenderer, will become an integral part of the Agreement. This means that the response to the Award Subcriteria and your price are included and part of it.

We enter into one or more processor agreements with you
We do this because personal data are processed during the Contract. With this agreement, we record:

- the purposes for which the data may be processed;
- the security measures that must be adopted;
- the data breach protocol
- and the forms of supervision that the data owner may exercise.

You can read more about this in Annex C2 - Data processing agreement and its attachments: 1. Processing of personal data, 2. Info Security requirements, and 3. Notification form data breach by (sub)processors.

8.2. Reimbursement of tender costs

You may not charge any Tender Costs for this Contract
You are liable for all costs related to this Tendering Process. Any damage that may occur because the Tendering Process is terminated or because you are not awarded the Contract is also at your own risk.

8.3. E-invoicing

As a supplier, you must invoice electronically
As the government, we are obliged to implement e-invoicing from November 2018. This is laid down in the EU Directive on electronic invoicing in public procurement (2014/55/EU). You are obliged to use e-invoicing from the start of the contract.

Find out which channel you use to submit your e-invoices
The information leaflet e-invoicing of the Dutch central government (Annex M) describes the e-invoicing options and conditions.

9. Complaints procedure

You can submit a complaint about the following:

- you believe that we have not complied with the laws and regulations;
- you believe that we discriminate, treat people unequally, do not conduct the Procurement Procedure transparently or impose unreasonable requirements.

You cannot submit complaints about other matters relating to the Procurement Procedure.

You can submit complaints via email to: klachtenmeldpunt.RIS@rijksoverheid.nl
Please clearly state in your email that you have a complaint and what it concerns. We will handle your complaint via the RIS complaints office.

A complaint is not a request for more information
A complaint is intended to indicate that you disagree with the course of events during this Procurement Procedure. Do not submit a complaint to ask for more information. To request information or clarifications, please see section 6.6.

Submit your complaint in good time
The Contractor must submit a complaint at the earliest possible stage of the Procurement Procedure. At an early stage it is still possible to influence the process and prevent potential issues that could affect the progression and performance of the Contract. This can not only save time and money, but can also ensure that the contractual/pre-contractual relationships are not subjected to unnecessary pressure.

A Tenderer or Potential Tenderer is expected to take a proactive approach to raising objections within the framework of the procurement procedure and to make these objections clear and known as early as possible. This means that an objection must be made known as soon as reasonably possible after publication.

Making an objection known should not be confused with asking a question in the context of the Information Notice arising from the Tender Documents.

If you submit a complaint, the Procurement Procedure will in principle continue as normal
We will only suspend the Procurement Procedure if we deem it necessary.

Glossary

In this Descriptive Document and the Agreement, some terms are used regularly. We write these with a capital letter. As we want to ensure that you know exactly what you are submitting a Tender for, we explain these important terms below. Please note that Article 1 of the ARVODI 2025 also contains terms with initial capitals, which also apply to the Tender Documents.

Agreement	The Contract. The written services agreement arrangements between the Client and the Contractor concerning the Contract. Annex A contains the draft agreement.
Annex	Any document entitled 'Annex' appended to this Descriptive Document. Also the documents on TenderNed with the title 'Annex'. An Annex is part of the Descriptive Document.
Award Criterion	The criterion that forms the basis for the Award Decision.
Award Decision	The award of the Contract to a Tenderer. This means that we intend to conclude the Agreement with this Economic Operator.
Award Subcriterion/ Award Subcriteria	A further elaboration of the Award Criterion.
Certificate of Conduct for Procurement	The statement according to the description in Article 4.1 of the Dutch Public Procurement Act 2012.
Client	The legal entity with which the Contractor enters into the Agreement.
Consortium Member	Anyone who is part of the Consortium that submits a Tender.
Consortium	Two or more legal entities that summit a Tender in the Tendering Process in a joint tendering agreement (as a joint venture or otherwise). Also called Combination.
Contact person	RIS Malou van Popta & Roy Reintjes Senior Procurement Consultants
Contract	The Agreement. The public contract for which you can submit a Tender via this Tendering Process within the meaning of Article 1.1 of the Public Procurement Act 2012.
Contracting Authority	The State of the Netherlands. Chapter 1.1 of this Descriptive Document describes the specific participant(s) in this Tendering Process.
Contractor	The Tenderer(s) with which the Contracting Authority enters into an Agreement for payroll management services.
Descriptive document	This document and its Annexes.
Economic Operator	A contractor, supplier or service provider according to the description in Article 1.1 of the Public Procurement Act 2012.

European Single Procurement Document (ESPD)	Declaration that you complete and sign with your Tender in accordance with the standard form as referred to in Commission Implementing Regulation (EU) 2016/7 of 5 January 2016.
Formal Requirements	Formal Requirements to be met by the Tender. These are included in section 7.3.
Grounds for Exclusion	The mandatory and optional Grounds for Exclusion from participation in the Tender as referred to in Articles 2.86 and 2.87 of the Public Procurement Act 2012, respectively.
Original Contract Value	The Original Contract Value is the Total cost in euros excluding VAT for a specific Lot, as submitted in Contractor's Tender.
Procurement Procedure	This procurement procedure. See below: Tendering Process.
Public Procurement Act 2012	Act of 1 November 2012, setting out the new rules for tendering (Bulletin of Acts and Decrees 2012/542).
Requirements	Requirements set out in the Tender Documents (including the Schedule of Requirements) that you and, your Tender and/or your Service must meet to be eligible for the award of the Contract.
RIS	The organisation that supervises the Tendering Process on behalf of the Contracting Authority. For more information, see: www.rijksinkoopsamenwerking.nl.
Schedule of Requirements	Requirements relating to the Contract.
Service(s)	The work that the Contractor is to perform for the Contracting Authority under the Contract, as defined by all goals, requirements, responsibilities, conditions and other (scope) descriptions in the Tender Documents.
Subcontractor	An Economic Operator who performs part of the Contract. The Subcontractor does this on the instructions and under the responsibility of the Contractor.
Summary of Additional Information and Changes	The document containing: • our answers to questions from you and other potential Tenderers; • amendments or additions to the Descriptive Document and/or the Annexes. The Summary of Additional Information and Changes is part of the Tender Documents.
Suitability Requirements	Requirements that show you are suitable to perform the Contract.
Tender	An offer made by Tenderer based on the Descriptive Document in this Tendering Process.
Tender Documents	All documents drawn up or referred to by the Contracting Authority to describe or determine parts of the Tendering Process or the procedure.

TenderNed	The electronic tender platform in which this European tender is carried out.
Tenderer	An Economic Operator who has submitted a Tender for the purpose of this Tendering Process. A potential Tenderer is an Economic Operator who has registered on CTM, downloaded the Descriptive Document and possibly intends to submit a Tender for this Tendering Process.
Tendering Process	This procurement procedure. We apply the 'open procedure'.
Third Party	The entrepreneur that the Tenderer relies on to comply with the Suitability Requirements.