**Specification**

**LABOUR HIRE AND RECRUITMENT ASSISTANCE SERVICES AND HUMAN RESOURCES MANAGEMENT (HR) FOR EXPERTISE FRANCE IN COSTA RICA**

1. **Context and needs justification**

**Expertise France** is France’s public agency and interministerial actor in charge of international technical cooperation, the second-largest in Europe. As a subsidiary of Agence Française de Développement Group (AFD Group), it designs and implements projects that sustainably strengthen public policies in developing and emerging countries. Expertise France works in key areas of development: governance, security, climate change, health, education, and more. Alongside its partners, it contributes to achieving the Sustainable Development Goals (SDGs). Know-how in common.

In order to implement its projects, the agency needs an international employment solution that allows it to mobilize human resources in its countries of intervention and especially nationals in Costa Rica.

1. **Description of services**

Notice of Compliance to Local Laws

In line with Expertise France commitment to upholding legal and regulatory compliance both in France and Turkey we kindly inform the contractor for this call for offer that eligibility to participate in this process is contingent upon full compliance with local legislation, civil laws, labour laws, taxation laws and all the directives issued by all relevant ministries and public authorities in Costa Rica. Furthermore, we expect that the selected Human Resources and payroll outsourcing company, upon contract award, will exercise utmost diligence to maintain legal conformity throughout the contract's implementation. This includes adherence to all applicable laws, tax regulations, and declaration requirements, including but not limited to the requirements by the Ministry of Labor, Ministry of Finance, National Social Security Fund, Directorate of Income Tax and all the relevant public ministries and authorities. This also encompasses adherence to all pertinent laws and regulations governing the domain of the payroll, taxation, social security, employment and declarations, meticulous attention to tax regulations and filings, and the timely submission of all necessary declarations to both, national or regional authorities and Expertise France office.

The contractor is therefore required to maintain and perform **the highest standards of transparency and accountability** throughout the whole process of execution of the contract.

Within the activities of the different project implemented by Expertise France, the agency will have to mobilize a number of employees for which Contracting and administrative management services are needed.

1) Personnel administration

* Provide legal advice on employment contracts (duration of probation, fixed-term or indeterminate contracts, etc.) ;
* Take the support of persons recruited by Expertise France to present the envisaged system and ask them for the necessary supporting documents for the establishment of the employment contract;
* Establish employment contracts in accordance with applicable legislation, including formalities with the relevant authorities;
* Registration of staff in social and fiscal institutions, process and settle related costs;
* Share with each new project team toolkit on HR national legal advices and good employer’s practices;
* Contact people recruited by Expertise France to present the proposed scheme (salary, benefit, compensation package) and, should them accept, request the supporting documents needed to draw up the employment contract;
* Subscription to health insurance (should cover primary health care and emergency, healthcare, diagnosis, surgery, hospitalization, maternity leave …) and, where applicable, provident insurance for staff and their dependents.
* Management of medical visits;
* Establishment and management of personnel files and employment contracts, in liaison with the staff and Expertise France;
* Preparation and management of current employment contracts (termination, renewal, etc.);
* Management of paid leave and other absences (sickness, etc.) and provision of the necessary tools (in collaboration with their hierarchical managers);
* Management of individual disputes in both the pre-litigation and litigation phases.

2) Payroll management

* Processing and payment of a remuneration in accordance with agreed amounts;
* Where applicable, management of reimbursements for business travel expenses; rent receipts, contracts, invoices.. and transmission to EF for reimbursement.
* Monthly supply of pay slips;
* Modification of pay slips and transmission to the persons concerned;
* Collect and provide to EF supporting documents for the fees payments (payment receipts, attendance sheet (Timesheet) …).
* Provision to EF and the employee of proof of payment of salaries **and proof of payment of social contributions and tax cost**s;
* Management of employee payments at the end of their contract.
* Conceive together with Expertise France a systematic and organized way to share the needed information related to payments and contracts,

3) Support for the search of appropriate candidates: ( Optional )

* Publication of TORs indicated by EF on appropriate national sites.
* Participation in one or several briefing session(s) on Expertise France's needs in terms of recruitment: participation in one or several meeting(s) or exchanges with Expertise France on the definition and identification of Expertise France’s recruitment needs; preparation of supporting documentation and meeting minute notes as applicable
* Preparation of a recruitment plan: analysis of Expertise France’s recruitment requirement and

preparation of a recruitment plan in response to this requirement; preparation of supporting documentation and meeting minute notes as applicable

* Search for candidates (sourcing)
  + Definition of an appropriate candidate search strategy based on an updated job description
  + Searching for candidates based on the search strategy (preparing and posting job advertisements) and on various formats (generalist websites, specialized job sites, job boards, other formats); research based on different tools (databases, networking, etc.);
  + Contacting candidates
* Shortlisting
  + Screening the candidates (maximum: 3 candidates) through appropriate means (including conducting tests if necessary)
  + Presentation of the candidates to Expertise France during a meeting including providing a presentation document containing all of the relevant information on the shortlisted candidates and a synthesis of the assessment and a meeting minute note of the presentation
* Selection:
  + Organization with Expertise France of selection interviews and providing support for these interviews including providing meeting minutes
  + Reference check (at least 2)
  + Advice on the final decision-making regarding the recruitment: provision of support to Expertise France in the final choice of the recruitment during a conclusion meeting including providing a meeting minute note of this meeting.
* Finalization of the recruitment procedure;
* Monitoring the integration and on-boarding of the newly recruited employee at the minimum during the probationary period.”

4) **Provide pre-litigation advice and assistance**

The incumbent will provide legal advice and pre-litigation assistance in the context of its payroll / outsourcing mission:

* Advice on all matters relating to human resources and labour legislation of the country
* Manage possible tax or judicial problems
* Manage possible conflicts in case of dispute with the staff under contract.

In addition, the contractor:

* Ensure the maintenance and reliability of the financial statements, which must reflect all the activities of the contract
* Facilitate any internal and external audit missions related to service delivery, and participate in the response to auditors' requests for clarification
* Provide at any time information relating to the financial commitment and the payment of expenses related to the contract, in accordance with procedures to be established.

**NB: Benefits allocation, including the allowance, insurance, maternity, etc. and other ad hoc benefits imposed by further decrees issued by local authorities, ministries or council of minister shall be made in CRC or another approved platform by Expertise France.**

As for the mode of payment, salaries must be made via bank transfer. In case of urgencies or amendment, and following the approval of Expertise France, any change shall be communicated and validated by the management of Expertise France.

Salaries are to be transferred in USD or CRC and Expertise France is to be invoiced for the services in USD depending on the regulations of the government at the time of contracting or during contracting.

1. **Requirements**

The service provider provides salaries with health insurance and social security coverage required in Costa Rica.

The service provider is required to comply with the obligations relating to the declaration and payment of taxes and contributions such as:

* Withholding income tax
* Employer and employee social security contributions
* Any other legal and mandatory obligations along life of the contract

**Expertise France cannot be held responsible for non-compliance with applicable regulations.**

The service provider shall make known Expertise France’s internal procedures guaranteeing the safety of its experts, particularly when travelling, as well as any health and safety regulations that may be communicated to it for the sites where the interventions may take place.

The service provider ensures compliance with Expertise France’s internal procedures regarding the reimbursement of expenses, in particular collects the required supporting documents for the payments depending on the nature of the expense. A list of the expenses and their required supporting document will be transmitted from EF to the service provider.

No expense can be considered to be reimbursed without the adequate supporting documents transmitted to EF.

The employee carried benefits during the duration of his contract, from the guarantees provided by the repatriation assistance insurance – emergency medical expenses – death/disability contracted by Expertise France for professional missions performed abroad.

If any is decided by Expertise France, field mission/business trips must be covered by a mission order duly drafted by Expertise France.

If any plane tickets are required and decided by Expertise France, they will be provided and paid directly by Expertise France, unless otherwise authorized by Expertise France.

Provide EF with sheets with information on procedures and regulations concerning overtime, sick leave, framework contracts.

Guarantee one contact person for Expertise France.

1. **Control and operational monitoring of services**

The operational monitoring of services is ensured by the operational referent(s) of Expertise France indicated in the subsequent purchase orders.

Draft contracts and their amendments are systematically submitted to the approval of the operational referent(s) of Expertise France before being signed.

Once signed by both parties, the service provider sends the mobilization contract or the amendment to operational referent(s) of Expertise France within 2 days of its conclusion.

In addition, the service provider will provide the operational referent(s) of Expertise France with the following:

|  |  |
| --- | --- |
| Expected documents | Frequency |
| *A statement showing the rate of budget consumption and all expenses incurred by the service provider (wages, social security contributions, taxes, medical examination fees, reimbursed invoices with supporting contracts etc.), with attached proof of payment (pay slips, tax receipts, etc.) to the employee and the relevant authorities/organizations.* | *Monthly (no later than the 10th of the following month)*  *The frequency of Proof of payment of social contributions and others taxes will be specified according to the technical offer.*  *Expertise France expect at least this proof every 6 months* |
| *A consolidated statement of all expenses incurred under the staff member's employment contract* | *At the end of the employment contract of the ported personnel and within 10 days of the last payment relating to them* |
| *Supporting documents\* for the fees payment (contract, attendance sheet, invoice,payment receipt )* | *Monthly, at the time of the invoice* |

*\*Expertise France might request others documents according to the internal procedures.*

1. **Estimated quantities and rates**

The number of units and rates indicated is in the financial simulation document with an estimated minimum and for indicative purposes.

The exact quantities and amounts required for each project will be stated beforehand in the purchase order issued by Expertise France, as the project framework contract is expected to cover the growth prospects of Expertise France in El Costa Rica.

Expertise France payments to the service provider will be in USD

1. **Information about the payroll calculation**

The contractor must present, on a monthly basis, the breakdown of the total cost per employees and per overhead cost.

Also, employees “hiring costs” must be detailed into the NET salaries, along with social contributions, allowances, end of service indemnities, sickness, maternity, Health insurance, workmen compensation, bonus if applicable, service fees and deductions.

**General tax calculations and social security contributions**

The contractor shall take into consideration all the general and specific cases when calculating the payroll, including but not limited to marital status, number of children, part timers vs fill timer, nationality of the staff, contractual duration, probation periods, insurance fees, workmen compensation, indemnities, extra allowances such as communication allowances, bonuses, overtimes, paid leaves, sick leaves, unpaid leaves, allowances, special declarations cases, and any other elements that is required to be considered by local laws to ensure an error-free, transparent and correct calculation and declaration of the taxes and contributions.

**Insurance**

The contractor shall offer the service of Health insurance for the staff managed, and Expertise France shall specify and officially agree to willingness to provide this by reimbursement.

In the latter case, if it offers a particular insurance product, it specifies and provides the conditions (**scope covered, levels of guarantees, ceilings**, etc.) and its estimated amount(s) in EUR or CRC. It specifies, moreover, if it can propose a subscription on estimate of insurance products with variable conditions adapting to the managed staff and the budget of the contracting authority and, if so, if it has referenced insurers and private (complementary) health and provident insurance brokers and which ones.

In both cases (reimbursement or subscription through it of an insurance product), it specifies the conditions of the regulations, particularly in terms of social security contributions and taxation applicable to this benefit on both the employer and employee side, along with its management fees/expenses.

**Contractor Overhead Fees**

The contractor’s overhead (service fees) must be calculated on the Total Payroll cost per employee as per annexe provided in the tender rules dossier.

1. **Support in Case of Internal and External Audits**

As a vital and non-negotiable condition for both eligibility to participate in this process and for the successful execution of the contract, prospective HR Outsourcing Companies and Contractors must be prepared to provide us with all invoices, documents, data, reports, and legal paperwork, contracts, declarations, etc. as required, in accordance with Expertise France internal compliance policies whenever required by Expertise France management. Furthermore, we emphasize that this commitment extends beyond contractual obligations and that the selected contractor is expected to offer unwavering support and collaboration in the event of both internal and external audits conducted on our projects whether in Costa Rica or France.

1. **Modality of Legal Engagement**

Services would be activated by Expertise France and confirmed on a Purchase Order (PO) basis according to Expertise France’s needs. POs would be issued by Expertise France during the Contract Duration according **on an employee basis (one PO per employee for XX-months-period)**. These POs would specify:

- The type of services requested

- The salary (in USD and the conversion rate method)

- The duration of the coverage required

- Additional AdHoc Services needed

- Any specific implementation modalities to be met

- The point of contact at Expertise France who would be in charge of monitoring the performance of the services requested

- Payment modalities and currency