**Terms of reference   
and technical Specifications**

1. **General information**

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| Assignment name | Labour Hire and Human Resources management services in Western Balkans:   * Lot 4 (Labour Hire and Human Resources management services in Montenegro) |
| Beneficiary | Expertise France |
| Country | Montenegro |
| Maximum duration | 4 years (48 months) |

1. **Context and justification of the need**

Expertise France, part of the Agence Française de Développement (AFD) Group, benefits from an extensive network and proven expertise in managing complex international development initiatives, including energy transition and just transition projects. EF has in-depth in-house expertise, with over 765 headquarters staff and 1 400 projects staff in the field around the world (145 countries and 27 territories). EF draws upon a pool of over 10,000 experts, from French public institutions or from the international and French private sector.

Recently, Expertise France was entrusted by European Union to implement a Just Energy Transition project: “EU support to facilitate just transition for Western Balkans regions, industries and workers”.

The overall objective of this project is to support a just transition in the Western Balkans by ensuring that the shift toward a climate-neutral economy is socially inclusive, economically viable, and aligned with EU policies. Expertise France also implements other projects in Albania, financed by AFD.

To implement these projects, Expertise France would need to recruit several people from the 6 Western Balkans countries (Albania, Bosnia and H, Kosovo, Montenegro, North Macedonia and Serbia) and would need Labour Hire and Human Resources management services. For now, it’s expected to recruit about 10 to 15 persons in the next 3 years.

1. **Objectives and desired results**
   1. **General objective**

The objective of the assignment is Labour Hire and Human Resources management services in Montenegro. The contract also includes insurances.

1. **Description of the assignment**
2. **Provision of staff**

* Provide legal advice on employment contracts (length of probationary period, fixed-term or open-ended contracts, etc.);
* Contact staff to introduce the process, ask them for the necessary supporting documents for the establishment of the employment contract and perform the necessary formalities according to national legislation (mandatory medical check);
* Establish employment contracts, in accordance with the local legislation in force, including the recruitment formalities within the competent administrations. It is expected that any candidate selected by Expertise France will be employed by the contractor (Expertise France is performing a due diligence check). Any refusal shall be formerly justified in detail, in fact and in laws;
* Register staff in social and tax welfare institutions, treatment and settlement of related costs;
* Subscribe a health insurance with international coverage due to our activities in Western Balkans; in addition to the basic plan for the staff and their dependents, according to the modalities to be established, home emergency medical assistance in the 6 different countries;
* Establish and manage personnel files and employment contracts, in liaison with the staff concerned and Expertise France;
* Develop and manage current work contracts (termination of contract, renewal, work certificate, etc.).

**Proposed time-frame:**

After purchase order notification, proposal of employment contract to the candidate for each position

will not exceed 10 working days.

1. **Management of Employment Contracts**

* Treatment and payment of remuneration in local currency of each country in accordance with the agreed amounts in EUROS (€);
* Providing monthly digital copies of pay slips to the EF contact person and a document detailing the invoiced amount to EF per employee;
* Transmission of pay slips to employed staff on a monthly basis and modification of pay slips upon needs;
* Providing evidence of payment of staff salaries and proof of payment of social and tax costs and welfare affiliation;
* Transmission of tax certificates issued by the tax office to both staff and Expertise France as well as home emergency medical assistance affiliation;
* Management of paid leave and other absences (sickness, etc.) of staff and provision of the necessary proofs if necessary; the validation of the holidays or any planned leave is done by Expertise France employee manager or by the person replacing him/her. The provider will only accept the leave request if it receives internal validation from an Expertise France representative; it will be considered as an advantage if the provider can provide a digital platform allowing staff to register their leaves, manager to approve the leaves and the Expertise France human resources team to be able to monitor and perform data extraction, this platform would need to be configured with the Expertise France human resources policy on leaves;
* Payment management of employees at the end of their contract and balance of any account and/or provision of indemnity leave included in monthly invoices
* Tax and legal watch.

Payments and other legal / tax obligations will be paid in a timely manner avoiding delays and in accordance with local law. Any delay will result in penalties (see Article I.10.3 of the contract) in addition to those due under local law and under the sole financial responsibility of the contractor.

Salaries and similar, refundable expenses, benefits and charges may be subject to both upward and downward adjustments, even during the course of the contract. Changes will be requested through the purchase order modification.

1. **Provision of pre-litigation advice and assistance**

The incumbent will provide legal advice, human resources 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;
* Management of possible tax or judicial problems;
* Management of possible conflicts in case of dispute with the staff under contract.

In addition, the contractor will:

* 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.

1. **Insurance**

The service provider shall offer the employee covered supplementary health insurance with

international cover, as well as home medical assistance. He shall propose in option repatriation

insurance for expatriated employees. The bidder shall provide details of the guarantees in his offer and

give relative cost details.

1. **Travel and professional expenses**

All business travel must be the subject to a mission order duly validated by Expertise France.

For business trips, airline tickets will be made available to the employee directly by Expertise France, unless otherwise authorized to the employee by Expertise France.

Any reimbursable professional expenses will be managed directly by Expertise France.

1. **Expected deliverables and duration**

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| **Deliverables** | **End date** |
| **Finances** | |
| 1. An email including:  * An invoice for each employee * An invoice breakdown (salary, mandatory social security benefits, insurance fees holidays provisions, taxes, provider fees,…). Details to be accorded once the contract starts * Proof of salary payment to the employee * Proof of social security payment | On a monthly basis, in  10 calendar days after  the payday |
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| 1. A final financial statement indicating all expenses incurred throughout the contract before the end of the service | On an annual basis |
| 1. Proof of social and tax welfare institutions payment and any additional affiliations | On an annual basis |
| 1. At the end of each employee contract, a summary of balance payment to the employee and to Expertise France | Each time a employee  contract ends |
| **Team management** | |
| 1. A state of working days, holidays consumption, family day consumptions, any exceptional licence, sicks leaves and any kind of declared absence | On a monthly basis |
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| 1. A list of the staff, including the reference of this contract:  * the reference of the order form (s); * the surname (s) and first name (s) of the operational referent (s); * indicated on the order form; * the code and title of the project indicated on the order form; * the surname and first name of the staff involved; * the clarification on whether the personnel is local or foreign; * the title of the assignment / position; * the place (s) of employment (country, city) (primary and secondary, if applicable); * the type of mission (continuous); * for staff on continuous assignment, the work quota; * the initial and updated number of months (for discontinuous missions); * the start date of the mission, the end date of the mission and the updated end date in case of modification. | On an bi-annual basis |
| 1. For each new employee recruitment request, a quotation simulation with breakdown | Within 3 working days  after Expertise France  request |
| 1. Transmission of the employee contract | Within 5 working days  after hiring him/her |

Any delay in providing one of the deliverables requested above may involve the application of

penalties.

1. **Coordination**
2. **General contract coordination**

The service provider shall designate a single contact person for project implementation purposes.

Mrs Berenice GUERIN of Expertise France HQ will be the service provider’s contact person for Expertise France. Upon notification by her, other Expertise France team members could be identified for specific activities or for contract management.

Mrs Berenice GUERIN

E-mail: berenice.guerin@expertisefrance.fr

A launch meeting shall be held 5 working days after the contract award has been notified.

Regular exchanges shall take place with the contact person in charge of monitoring employees hired by third parties, on assignment, progress and any difficulties that may be encountered.

1. **Coordination on staff provision**

For contractor understanding, the EF employees are recruited by Expertise France according to donors’ contracts and activities volume. In consequence, staff recruitment will occur along the duration of the contract.

It is expected that it could be provided a quotation for the new staff to hire by email. Then, the formal recruitment will be made by EF through a purchase order.

1. **Invoice currency**

The currency contract and the billing currency for each country are EUROS (€). It is expected that the provider has a bank account that could receive EUROS (€).

The invoices, per purchase order and per employee, shall be issued in the name of Expertise France.

1. **Place, and duration of performance**
   1. **Implementation period:**

Maximum 48 months (4 years) from the signature and the notification date of the contract by Expertise France

* 1. **Expected start date:** October-November 2025
  2. **Expected end date:** October-November 2029
  3. **Place of assignment:** Montenegro