



TERMS OF REFERENCE

2026-2029 Tax and Labour Services – 08 - PRO610CAB-2025

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1. BACKGROUND INFORMATION

1.1. Beneficiary

The Secretariat of the Union for the Mediterranean (UfMS, Secretariat) was created by the 43 Euro-Mediterranean Heads of State and Government in Paris, on 13th July 2008. Foreign Affairs Ministers in their meeting in Marseille on 4th November 2008 decided that the headquarters of the Secretariat would be in Barcelona.

The Statutes of the Secretariat were adopted on the 3rd March 2010 by the Senior Officials of the Member States of the Union for the Mediterranean, document attached as Annex 1.

A Headquarters Agreement was concluded between the Secretariat and the Kingdom of Spain on 4th May 2010, granting the Secretariat the privileges and immunities of an international organisation under the Spanish Law, document attached as Annex 2.

The Secretariat also has its own Staff Regulations and Implementing Rules stating the various categories of personnel and the applicable conditions of employment, document attached as Annex 3 and 4. Currently, the UfMS has 75 Staff Members -6 statutory, 48 contracted and 14 seconded from the Member States of the Union for the Mediterranean. Both the statutory and seconded ones have diplomatic agent status. Besides, the UfMS has an internship program which allows students to gain practical experience. Moreover, there are 5 additional Staff Members on leave on personal grounds (LPG).

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Nowadays, there is a reform process ongoing within the UfM that implies the revision process of annexes 2, 3 and 4, as well as of the organic structure of the Secretariat. This reform is expected to be concluded by the end of 2026 with the adoption of updated versions of the referred documents and slightly increasing the number of staff members (6 new contracted staff vacancies initially foreseen).

1.2. Contracting Authority

Secretariat of the Union for the Mediterranean (UfMS).

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

The UfMS requests the provision of external labour and tax services in order to reinforce its overall capacity regarding human resources (HR) administration, tax and labour dimension, including related legal aspects and procedural support in general.

2.2. Purpose

The contractor shall offer support to the UfMS Tax and Labour Service's activities relevant to the scope described as follows:

- **Labour / Social Advice:** Advice and support on the preparation, drafting and revision of HR legal framework documents (e.g. payslips, labour contracts and conditions of employment, rules of procedures...); advice and support on topics related to residence and working permits, Spanish Social Security System, private social and pensions scheme, group medical insurance, etc.;



- **Tax Management and Advice (employee related):** Advice and support on the preparation, drafting, revision and submission of monthly, quarterly, and annual payroll reports, tax models and declarations related to employees and self-employed vendors (e.g. VAT, Income Tax...) to the relevant authorities (e.g. tax authorities, social security agencies, and other regulatory bodies); advice and support on topics related to accountancy and tax matters, etc.;
- **HR day-to-day administration:** Provide advice and support to all administrative and legal issues related to employees, including payroll management and processing services.

2.3. Results to be achieved by the contractor

- To provide on-going consultancy services about the above-mentioned fields.
- To support the UfMS in updating the structure of policies and procedures, including relevant forms, as indicated in the present Terms of Reference.

3. ASSUMPTIONS & RISKS

The UfMS is in constant evolution, for which the assistance of the contractor is required. Therefore, the contents of this document are considered as a minimum, so that the contractor may improve and/or adapt them as appropriate.

4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

The scope of this contract is to provide consultancy services in several fields, as identified above, as well as to assist the UfMS in various tax and labour issues that may arise from time to time in accordance with these Terms of Reference.

The contractor will be expected to undertake certain key tasks, described below, in order to meet the objectives outlined above. The contractor will be expected to prepare all relevant primary and secondary documentation (reports, policy documents, regulations, licenses, etc.), and to conduct discussions with the relevant UfMS staff members. The contractor will be expected to propose, in their Technical Proposal, a methodology for providing the consultancy services and, specifically, for undertaking the tasks described below.

4.1.2. Geographical area to be covered

N/A

4.1.3. Target groups

N/A



4.2. Specific activities

4.2.1. Regular services

The contractor shall support the UfMS Legal and Administration Department's activities relevant to the scope described in the following fields:

- (i) Labour / Social Law; and,
- (ii) employee related tax management and advice;

The contractor shall provide its support in the following forms:

- Oral support: contributions to discussions; provision of advice; support to the HR Unit as well as the Financial, Legal and Administration Department;
- Written support: filling up forms and templates, prepare drafts of documents, drafting of recommendations; contributions or advice on documents prepared by UfMS staff or by external staff.

Unless otherwise requested by the UfMS, any time a document is required as a deliverable; it shall be presented in electronic copy either in MS Word/Pdf or in MS PowerPoint format as appropriate.

UfMS may publish the results of the advice and any other deliverable delivered by the contractor during the performance of the contract. For this purpose, the contractor must ensure that there are no restrictions based on confidentiality and/or intellectual property rights, including from third parties.

Contractors' support and all deliverables shall be provided in **English and Spanish** based on UfMS request.

Description of tasks

In accordance with the scope of work described above, the contractor shall perform the following tasks.

Under tax and labour services, support will be provided during normal working hours (Monday to Friday from 9:00 to 18:00, local Barcelona time), via presence or via phone, e-mail or other electronic means (videoconference, etc.) as a fixed all-inclusive service. The UfMS estimates that 1,5 expert-working days of support a week shall be the workload for the completion of this task during a maximum of a 12 months' period or by the end of the corresponding calendar year. The service may include an implant service, of a minimum of 1 day per month, the exact presence days and hours can be agreed on the kick-off meeting. The implant service may be improved in the corresponding technical offer form the contractor.

The service is further expected to include a *Hot Line* (i.e. telephone number or e-mail account) to answer urgent request in less than 24 hours, and to adjust other advice in accordance with the standards and deadlines established by law and in agreement with the UfMS.

- HR and Labour/Social Advice: Advice and support on the preparation, drafting and revision of the UfMS legal and contractual documents. Based on the current requirements, the contractor shall perform including, but not limited, the following tasks:



- Revise the signed staff contracts and secondment agreements, with recommendations and advice to improve and adapt the contractual conditions included.
- Assist the UfM in the follow-up of the nomination of the staff representative;
- Assist the UfMS in conducting the negotiations with the staff representative to adapt the structure and the contractual relations to a more efficiency and more in-line administration, including the implementation of those collective agreements that are necessary.
- Other HR on-going day-to-day related matters: including, but not limited to,
 - ✓ Advice on questions related to Labour/Social Law (with particular focus on Spanish Law);
 - ✓ Advice on hiring personnel, hiring senior management and special clauses;
 - ✓ Support in adjusting the staff contracts, which are more suitable at all times in accordance with applicable regulations and possible increases or reductions of social security, subsequent extensions and registration with the competent office (by telephone);
 - ✓ Advice on termination of employment contracts;
 - ✓ Study and preparation of the settlement for staff members leaving the company;
 - ✓ Monthly payroll management and processing services, namely;
 - Payroll calculation and payslip generation:
 - Accurate and timely calculation of employee salaries, wages, and benefits based on the information provided by HR Unit of the UfMS monthly. Furthermore, assistance with the calculation and management of deductions such as taxes (income tax, social security contributions), benefits, and other authorized deductions.
 - Update monthly based summary of payroll in accordance with Social Security final payment and payslip if necessary.
 - Preparation of monthly based payroll summary in accordance with Finance template (in excel), to facilitate the identification of the assignation to different cost categories.
 - Preparation of monthly payslips for all employees including detailed information on earnings, deductions, and net pay.
 - Distribution of monthly payslips and related certificates and reports for the employees through a reliable payroll software or systems to streamline and automate payroll processes, ensuring accuracy and efficiency. As additional information, the UfMS is currently using Factorial (EVERYDAY SOFTWARE, S.L.) although a compatible system will be desirable, but not mandatory.
 - Record maintenance: Maintenance of accurate and up-to-date payroll records, including employee information, tax data, employment contracts, and any other relevant documents and assist HR with the queries that may arise in different processes of audits.



- Employee support: Providing assistance and support to the HR Unit of the UFMS regarding payroll-related queries, such as explaining payslips, resolving discrepancies, and addressing general inquiries.
- Transition and implementation: Assisting with the transition from the current payroll system, including data migration and employee onboarding.
- Ongoing support: Providing ongoing support and maintenance, including system updates, legislative changes, and continuous improvement of the payroll management processes.
- ✓ Notice and order communication company contracts and certificates;
- ✓ Employee affiliation to Social Security and support related, namely to expatriates;
- ✓ Workers' affiliation, termination of affiliation, and data changes according to Spanish telematics system (RED);
- ✓ Study and preparation of bulletins Social Security contribution TC1 and TC2 models, transmission RED system;
- ✓ Preparation of the statement of income tax withholding by making model 111 and model 190 annual summary, and if necessary the Non-Resident tax;
- ✓ Advice on Social Security;
- ✓ Writing documentation for the management of labour relations in the company;
- ✓ Advice on legal aspects of risk prevention/health and safety;
- ✓ Attendance at Labour Inspections and Social Security employees about the company and the writings claims and appeals against its requirements;
- ✓ Regular information on new employment rules, updating and training to the relevant UFMS staff involved on those matters;
- ✓ Analysing, writing, designing and implementing collective bargaining agreements, remuneration policies and working conditions;
- ✓ Monthly meetings to discuss issues relating to the service in our premises;
- ✓ Advising UFMS on issues related to the application of the UFMS regulations;
- ✓ Obtaining of certificates of being up to day with the payments at Social Security;
- ✓ Certificates for income tax;
- ✓ Advice on collective lay-off procedures;
- ✓ Advice on labour conflicts, strikes, collective conflicts, etc.;
- ✓ Advice on questions arising in relation to the staff representative;
- ✓ Assist in periodical audit procedures.

These tasks must be performed in accordance with the annual schedule established between the contractor and the Human Resources Unit.

- HR dispute resolution: support to dispute resolution related to HR matters and preparation of the relevant files and support to the interaction with the UFMS Legal Service. Particularly, those actions against the UFMS that can be taken by an UFMS staff member, as consequence of implementing any of the tasks above-mentioned.



- Tax requirements:
 - Advice on the preparation and presentation of the UfMS tax obligations. Reviewing, monitoring and ensuring the compliance with the various tax to be submitted in front of the Spanish Tax Authorities, as indicated in the UfMS Headquarters Agreement.;
 - Advising on the relevant tax questions and doubts that may arise during the preparation of the relevant tax obligations, as indicated in the UfMS Headquarters Agreement. Particularly, with regards to VAT issues.
 - Settlement of tax deadlines established by tax calendar year. Other statements and abstracts.
 - Preparing and presenting relevant tax forms, including but not limited to 036 from regarding legal representative, obtaining related company electronic signature, ...
 - In addition, and on UfMS request, the contractor may be also required to provide advice on the applicable Spanish Income Tax and Income Tax for non-residents in Spain and on the interpretation of the immunities and privileges of the UfMS Headquarters Agreement for UfMS staff (EU and non-EU citizens) regarding taxes.

The UfMS shall inform the current contractor about the results of the new tender procedure in order for the selected contractor to provide the service with proper continuity including those tasks related to previous years.

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4.2.2. Consultations upon requests

Professional consulting services in the fields of Labour/Social/Tax Law exceeding the services under Section 4.2.1., can be submitted by the UfMS with an administrative order. In this regard, the UfMS may require special analysis or studies on particular labour law, social security and tax matter.

Therefore, the contractor shall plan for flexible support, covering additional advice.

The administrative order will include the purpose, the scope of services, qualifications and information required from consultants, selection criteria, the selection process and the monitoring process. The consultancy fee will be agreed based on financial proposal and paid upon completion of deliverables.

Examples of requests

- Process a request to Social Security Administration and/or assist an employee in case of specific needs (i.e. ensure continuity to social security rights in case of medical procedure carried out abroad).
- Coordination of social security schemes and/or assist an employee in her/his process of regularization.
- Advice on the application and interpretation Labour/Social/Tax Law in the context of the UfMS, and other provisions applicable to the UfMS beyond.

4.3. Project management

4.3.1. Contracting Authority

Secretariat of the Union for the Mediterranean.



4.3.2. Responsible body

The contract will be managed on a day-to-day basis by the members of the UfMS Human Resources Unit (HR Unit).

4.3.3. Management structure

All issues related to the technical elements in relation to this contract, mainly the specific activities as outlined in sections 4.1 and 4.2. of these Terms of Reference, shall be taken by the project manager nominated by the contracting authority pursuant to special conditions of contract Article 2.1. The project manager will ensure these tasks in accordance with UfM internal rules and procedures.

5. LOGISTICS AND TIMING

5.1. Location

Services may be executed on the contractor's premises or elsewhere. When necessary, UfMS will provide an office space and of reasonable quality of approximately 10 square meters for each expert working on the contract, when the expert/s work in the UfMS' premises.

5.2. Commencement date & Period of implementation of tasks

The intended commencement date is 1st July of 2026 and the period of implementation of the contract will be for 3 years from this date. Please refer to the Contract and the Special Conditions for the actual commencement date and period of implementation.

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6. REQUIREMENTS

6.1. Staff

These Terms of reference contain expertise required and the tenderer shall submit the profiles for the team of experts proposed to fulfil the required expertise. Statements of Exclusivity and Availability for the experts are not required.

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

➤ Expected professional profile

Contractor shall present one assigned team of experts who shall agree to deliver their services along the lines described above. They are expected to have a very good knowledge of the relevant Spanish law, with special focus in Labour/Social law (see above "scope of the work"), including tax and social security aspects. It is also expected that, in the case of doubt or on requests from the UfM, opinions are crosschecked with other experts of the contractor.

The team of experts is further expected to have a minimum of 3 years of experience in the above-mentioned fields.



The team of experts is further expected to have good knowledge and experience in working autonomously, both in Spanish and English, with Microsoft Office working environment applications (such as Outlook, SharePoint, Internet Explorer and PowerPoint) and other widely used IT applications (such as Firefox browser and human resources information systems). Experience using Factorial (EVERYDAY SOFTWARE, S.L.) and/or a compatible system will be desirable, but not mandatory.

It is the responsibility of the contractor to compose and propose an expert's team which has an appropriate mix of categories of experts that are necessary and meet needs of this assignment and based on the requirements as stated above. The team of experts should include as a minimum of one expert with legal background.

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

6.2. Office accommodation

Office accommodation for each expert working on the contract is to be provided by the contractor. All cost foreseen in the performance of the project, including travel costs to/from UfMS premises shall be borne by the contractor and included in the financial offer.

6.3. Facilities to be provided by the contractor

The contractor shall ensure that experts are adequately supported and equipped. In particular, it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. Moreover, they must implement robust data security measures to protect confidential employee information, including encryption, access controls, and regular backups. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely manner.

If the contractor is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium member a fixed percentage of the work to be undertaken under the contract should be avoided.

6.4. Other experts, support staff & backstopping

CVs for experts other than the team of experts proposed should not be submitted in the tender. The contractor shall select and hire other experts as required according to the needs. The selection procedures used by the contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

The contractor must make available an appropriate management and backstopping mechanism, quality control system, secretariat and any other support staff that he considers as necessary in order to implement this contract.



Cost for other experts, backstopping and support staff, as required, are considered to be included in the financial offer.

7. REPORTS

7.1. Reporting requirements

The contractor shall submit the following reports in English in electronic version using MS Word / MS Excel or PDF formats.

- For each invoicing period, a summary report of the activities conducted during the corresponding period is to be submitted.
- For each consultation upon requests (see 4.2.2 of the ToRs) a dedicated summary report is to be submitted.
- A report 6 months after the start of the contract, indicating functioning of the services will be provided to the UfMS. This report will indicate inter alia both positive and well-functioning aspects of the services provided as well as problems and obstacles met. It will propose recommendations aiming to improve the administrative and/or operational aspects of the contract. The core part of the report will not exceed 3 pages. The report will additionally contain annexe(s) which will provide information on several statistical/administrative data.

7.2. Submission & approval of reports

The reports referred to above must be submitted to the member of the HR Unit supervising the work of the contractor (Project Manager), under the guidance of the Head of HR.

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8. MONITORING AND EVALUATION

8.1. Definition of indicators

The UfMS and the contractor will set a planning for the work, which will be regularly checked. The agreed timeframes will be binding and the non-respect by the contractor will be considered as "breach of contract".

8.2. Special requirements

- The contractor shall provide telephone, email and mobile contact points, allowing their availability during the period of implementation. Thus, the contractor shall be required to provide a proposal methodology.
- All written opinions and responses must be signed and validated by the relevant expert.
- For important questions and subject to the urgency of the matter according to the UfMS criteria, responses shall be provided within the same day or next working day.
- The contractor will be requested to sign a non-disclosure and data protection agreement for the implementation of the contract with the UfMS.
- Any limitation, amendment or denial of the terms of the contract will lead to outright rejection of the tender.



8.3. Sub-standard performance

At the level of the UfMS, should it appear that e.g.

- the contractor is not respecting its contractual obligations, or
- its performance is frequently sub-standard,

this will be considered as a breach of its obligations under the contract. The UfMS may consequently terminate the contract in line with the provisions of the General Conditions.

IMPORTANT NOTE:

Although intended to cover a broad range of available expertise, this contract shall not give any exclusivity to the contractor to serve all needed advice and support needs of the UfMS and the latter shall use at its own discretion other consultants on a case-by-case basis to procure advice and/or studies on specific issues in any particular area of law.