Rijksinkoopsamenwerking
Ministerie van Binnenlandse Zaken en Koninkrijksrelaties

Schedule of Requirements

Rijksinkoopsamenwerking

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Annex D

European Tender

Payroll management services worldwide

for the

Ministry of Foreign Affairs of the Netherlands

Date	21-07-2026
Reference	201865003.001.138
Version	1.0

1. Schedule of Requirements

The undersigned (via the ESPD)

declares to fully and unconditionally comply with the Requirements set out below for the Assignment to be performed, as well as the other requirements and conditions set out in the assignment description, as included in the Descriptive document and the accompanying Annexes.

<table>
<tr><td>R1</td><td>Language
The Contractor must provide all documents, information, updates and reports in the English language and if obligatory according to local legislations, as well separately in the local language. If the local information is not available in English, a translation is shared by the Contractor at no extra costs.</td></tr>
<tr><td>R2</td><td>Single Point of Contact
For a lot the Contractor must have one Single Point of Contact for all countries where issues can be discussed and will be solved.

The SPOC has the following availability for the Contracting Authority in place in each country:
sufficient capacity and expertise;
(local) contact person is available and can always be consulted, via portal, by email and phone during regular working hours of that country (availability by (cell) phone is also required when working from home);
has a Single Point of Contact who is proficient in English or the Contracting authority. The Single Point of Contact (SPOC) has professional proficiency in the English language in oral and writing, at a minimum level B2 compared to the Common European Framework of Reference for Languages (CEFR). This also counts for the (local) contact person on a daily basis.
The Single Point of Contact informs the Contracting Authority in advance about any absence and provides details of a replacement and escalation contact within the local offices, particularly during payroll processing.</td></tr>
<tr><td>R3</td><td>Communication responsibilities and contact manners
The communication by the Contractor is pro-active and expected changes or issues are always shared in order to be able to implement or address such changes and issues.
The Contractor shares information about upcoming legislative changes when this is applicable to a diplomatic mission, accompanied with a clear explanation and possible effect and consequences for the local employees. Such changes are shared through the agreed upon channels of communication.
The Contractor does not have direct contact with the diplomatic mission unless this is specifically requested by the Contracting Authority.
The Contractor acts as the point of contact for the Contracting Authority to external parties and all local authorities, for all payroll matters including taxes, social security (medical leave), etc.
The Contractor shall acknowledge, process and respond to all messages, requests and enquiries from the Contracting Authority within 48 hours. Where a complete response cannot reasonably be provided within 48 hours, the Contractor shall, within the same 48-hour period, provide an interim response confirming:
that the request has been received and is being processed;
the reason why a complete response is not yet available; and
the expected date and time by which a substantive response will be provided.
The Contractor shall adhere to the communicated timeline and keep the Contracting Authority without undue delay informed of any further response delays.</td></tr>
</table>

Gross-Net calculations and payroll-related services

R4	**Knowledge of legislation and regulations, local labor codes/laws** The Contractor, as well as its partners/subcontractors/affiliates and local offices/representatives/contacts used in the Service to the Contracting Authority, have up-to-date payroll-, HR-related, fiscal and legal knowledge of legislation and regulations of the labor codes/laws in the countries concerned. Any changes in local legislation and regulations should be promptly communicated to the Contracting Authority. The Contractor is responsible for implementing these changes and ensuring that they are accurately and promptly reflected in salary outcomes in compliance with regulations. The Contractor has knowledge of relevant (bilateral) tax and social security treaties of these countries with the Netherlands and knows how to use and apply them. The Contractor gives notice of changes in the local legislation and regulations applicable to future payrolls, advises the Contracting Authority where necessary, implements the changes whenever required by local legislation and knows and adheres to the deadlines for submitting local taxes and social security contributions. The Contracting Authority gives notice of changes in its own regulations (LSR 2020, Mission Version, see below).
R5	**Knowledge of regulations of the Contracting authority** The Contractor and its partners/subcontractors/affiliates and local offices/representatives/contacts used in the Service to the Contracting Authority, have knowledge of the internal regulations of the Contracting Authority stipulated in the Legal Status Local Employees Regulations 2020 (LSR 2020) and the Mission Version per mission. The Contractor notifies the Contracting Authority in case the internal regulations are in conflict with the local legislation and regulations and gives advice on how to solve them, if possible.
R6	**Transfer of knowledge** In case of changes in personnel of the Contractor, the Contractor assures that the complete and correct handover of the Contracting Authority's work processes and payroll procedures are in place ensuring that the new staff member has the same level of knowledge and service as his/her predecessor.
R7	**Payroll Calendar** The Contractor establishes and maintains – in agreement with the Contracting Authority – a yearly payroll calendar that provides a clear overview of all monthly payroll activities, deadlines, and responsibilities. At a minimum, the calendar must include payroll processing dates, cut-off dates, approval deadlines, pay dates, statutory filing deadlines, and year-end activities. The Contractor ensures that the calendar is kept up to date and communicated to the Contracting Authority before the start of each new calendar year.
R8	**Calculations of monthly salaries local employees, domestic staff and supplementation (former local employees)** The Contractor provides in accordance with the payroll calendar correct gross to net calculations of monthly salaries and supplementation. The Contractor processes all monthly variables related to (former) local employees according to LSR 2020, Mission Version, individual arrangements and local legislation and regulations. The gross-net calculations must be carried out by the Contractor in accordance with the "first time right" principle and should be checked internally by the Contractor (using for example the four-eyes principle) before providing it to the Contracting Authority. This is a requirement for all three scenarios described below. Because GPS is implemented in phases and not yet live for all countries while this Tender is being published, there are three implementation scenario's by the time a Contract is signed (see Descriptive document section 1.4).The Contractor agrees to work within the process as described in the Descriptive document, and make use of the documents as described (including Annexes E-1, E-2 and I).

	The Contractor needs to be able to implement, work with and accept the fact that APIs will be used to exchange payroll data electronically. The Contractor needs to implement API within countries in his Lot(s) within twelve months after the Contracting Authority requests that APIs will be used for those country. By submitting a Tender the Contractor confirms that he can handle working with APIs. When implementing APIs, the Contractor includes shadow runs and pilots before and during the implementation.
R9	**Calculations of monthly tax obligations and social security contributions** The Contractor provides correct calculation of tax and social security contributions (employer and employee share) according to the LSR 2020, Mission Version, local legislation and local regulations. In the situation that (former) employees are, on basis of tax and/or social security treaties between the Netherlands and the host country, taxable and/or social secured in the Netherlands, the (fictive) tax proportion and/or the social security contributions are calculated by the Contractor and deducted on the basis of the local tariffs and percentages to calculate the correct net salary to be paid according to the LSR 2020, Mission Version and local legislation. Fictive tax does not need to be transferred to the local tax and/or social security offices. See Annex K Tax guidelines for local employees and supplement recipients.
R10	**Gross-up calculations** The Contractor will gross up net pay elements, when necessary, according to local legislation and regulations.
R11	**Back pay and pro-rata calculations** Regular calculations/corrections for a payroll are included in the payslip price.
R12	**Provision of detailed information and Year-To-Date data** The Contractor is able to clearly explain all calculated amounts of salaries, taxes and contributions and to provide the Contracting Authority with detailed information about the calculations, and can provide all Year-To-Date when required without extra costs for the Contracting Authority. This information is included in the payslip price.
R13	**Provision of monthly output and reports to the Contracting Authority** The Contractor generates/shares the following products on a monthly basis: <u>Scenario 1 – GPS is not yet live (in which case Annex E-1 needs to be used)</u> • Gross to net calculation reported in customized output reports according to format in Annex E-1: Booking sheet Fund request, Booking sheet Individual payment or Booking sheet Combi; • Standard output reports according to the local legislation; • Payment to the employees, via: Payment request, bank file or, if it's the only way individual payment orders using Form *Individual payments* (Annex E-1); • Filing payment reports with local authorities and external parties; • Monthly pay slips. All reports are available in Excel and/or PDF and have a standard, harmonized title supplied by the Contracting Authority. This list can change upon request by the Contracting authority. <u>Scenario 2 - GPS is live and APIs are not yet in place (in which case Annex E-2 needs to be used)</u> • Gross to net calculation reported in customized output reports according to format in Annex E-2: Booking sheet Fund request, Booking sheet Individual payment or Booking sheet Combi; • Standard output reports according to the local legislation; • Payment to the employees, via: Payment request, bank file or, if it's the only way individual payment orders using Form *Individual payments* (Annex E-2); • Filing payment reports with local authorities and external parties; • Monthly pay slips.

	All reports are available in Excel and/or PDF and have a standard, harmonized title supplied by the Contracting Authority. This list can change upon request by the Contracting authority. <u>Scenario 3 – GPS is live and APIs are in place</u> The Contractor must be able to send other payroll documents (besides payslips), like payment orders, confirmation of payments and annual statement to a specified API. This process applies to all missions/countries in the same way. All data is UTF-8 formatted and all reports are available in PDF and have a standardized pay component codes (Annex I). This list can change upon request by the Contracting authority.
R14	**Provision of payslips** The Contracting Authority can decide to adjust the information and/or the (title) of pay elements on the payslip, if necessary. The Contractor explains or clarifies without extra costs the integral content of the payslips to the Contracting Authority and/or to (local) personnel if this is requested by the Contracting Authority. <u>Scenario 1 – GPS is not yet live (in which case Annex E - 1 needs to be used</u> Monthly the Contractor generates a specified payslip for all (former) local employees and domestic staff, according to the requirements imposed by the local legislation and based upon the standard of the Contracting Authority. The Contractor is able to provide the payslip in English (through portal of the contractor or by secure mail), next to a payslip in the local language if required by local legislation and regulations. The payslip should be offered directly to the local employee in accordance with local legislation. The Contractor makes sure that the employer is explicitly stated on the monthly payslip and that the payslip is delivered to the local employee on the pay date or whiting the deadline set by local regulations. These statements should be offered directly to the local employee electronically, through portal of the contractor or by secure mail, all in accordance with local legislation and GDPR regulations (See descriptive document paragraph 2.3.). <u>Scenario 2 - GPS is live and APIs are not yet in place (in which case Annex E - 2 needs to be used)</u> Monthly the Contractor generates a specified payslip for all (former) local employees and domestic staff, according to the requirements imposed by the local legislation and based upon the standard of the Contracting Authority. The Contractor is able to provide the payslip in English (through portal of the contractor or by secure mail), next to a payslip in the local language if required by local legislation and regulations. The payslip should be offered directly to the local employee in accordance with local legislation. The Contractor makes sure that the employer is explicitly stated on the monthly payslip and that the payslip is delivered to the local employee on the pay date or whiting the deadline set by local regulations. These statements should be offered directly to the local employee electronically, through portal of the contractor or by secure mail, all in accordance with local legislation and GDPR regulations (See descriptive document paragraph 2.3). <u>Scenario 3 – GPS is live and API's are in place</u> Monthly the Contractor generates a specified payslip for all (former) local employees and domestic staff, according to the requirements imposed by the local legislation and based upon the standard of the Contracting Authority. The Contractor is able to provide the payslip in English, next to a pay slip in the local language if required by local legislation and regulations. The Contractor must be able to send payslips (document per employee per period) to a specified API. This process applies to all missions/countries in the same way. All data is UTF-8 formatted. The payslip should be offered directly to the local employee electronically via the GPS portal in accordance with local legislation. The Contractor makes sure that the employer is explicitly stated on the monthly payslip and that the payslip is available to the local employee on the pay date or whiting the deadline set by local regulations.

R15	**Provision of annual salary statements and other documents related to tax and social security directly to the employee** <u>Scenario 1 – GPS is not yet live (in which case Annex E - 1 needs to be used)</u> Once a year the Contractor generates an annual statement and other documents related to local tax and social security, when necessary, for all (former) local employees according to the requirements imposed by local legislation. These statements should be offered directly to the local employee electronically, through portal of the contractor or by secure mail, all in accordance with local legislation and GDPR regulations (See descriptive document paragraph 2.3.). <u>Scenario 2 - GPS is live and APIs are not yet in place (in which case Annex E - 2 needs to be used)</u> Once a year the Contractor generates an annual statement and other documents related to local tax and social security, when necessary, for all (former) local employees according to the requirements imposed by local legislation. These statements should be offered directly to the local employee electronically, through portal of the contractor or by secure mail, all in accordance with local legislation and GDPR regulations (See descriptive document paragraph 2.3.). <u>Scenario 3 – GPS is live and API's are in place</u> The Contractor must be able to send annual statements and other documents related to local tax and social security, as well as other payroll documents, like payment orders, confirmation of payments, etc. to a specified API. This process applies to all posts/countries in the same way. All data is UTF-8 formatted.
R16	**Provision of proof of payment of tax and social security** The Contractor provides actively monthly proof of tax and social security payments or as according to local law and regulations is required. In case these are in the local language (other than English), the Contractor provides a translation in English without additional costs.
R17	**New recruitments, leavers, and retirements** The Contractor is responsible for recording all changes related to relevant employment and payroll administration. This includes timely and accurate (de-)registration of personnel in a country according to its rules and regulations. The Contractor ensures that these changes are submitted to the local authorities when necessary, and serves as the point of contact for the Contracting Authority for all local authorities and external parties. Additionally the Contractor ensures that all obligatory administrative, social security, and tax payments are met from a person's start to their departure from the Dutch entity.
R18	**Other local social security, taxes and/or allowances** The Contractor registers all matters relating to local social security (e.g. local allowances in case of pregnancy/birth/parental leave, sick leave, etc.) and local work accident insurance (depending on local legislation and regulations in this regard, e.g. in case of an accident at work on the way to or from work) with the correct authorities, deals with the settlement of allowances and acts as the point of contact for the Contracting Authority for all local authorities and external parties. Besides registration of these matters, the Contractor is also responsible to apply and/or implement all payroll related changes, and to inform the correct authorities and/or external parties about this, including the Contracting Authority.
R19	**Supplementation receivers** The Contractor is able to process all former employees in the payroll who are entitled to supplementation. Supplementation is a supplement to old age or other benefits that are granted under certain conditions according to the LSR 2020 (Annex G1) and the Mission Version (Annex G2) to retired, disabled (former) employees or surviving relatives of local employees.
R20	**Domestic staff contracted by Head of Mission and/or Deputy Head of Mission** A separate payroll entity needs to be set up for the Domestic staff in the payroll system separate from the entity of the mission since the employer for this group of employees is the Head of Mission and/or Deputy Head of Mission (see paragraph 2.1

	of the Descriptive document). Where possible according to local legislation, the employer (Head of Mission and/or Deputy Head of Mission) has to be registered as an employer with the local authorities.

Payments

R21	**Payment of monthly salaries and supplementation** By implementing GPS, the Contracting Authority means to pay the salaries. Till GPS is live the Contracting Authority asks the Contractor to perform these services: <u>Scenario 1 – GPS is not yet live (in which case Annex E-1 needs to be used):</u> Options of executing payment in order of preference by the Contracting Authority: 1. Where possible according to local legislations, payments of salaries and supplementation are to be executed by the Contractor on behalf of the Contracting Authority. The Contractor needs to be able to calculate/generate/prepare payments in local and different currencies. Sometimes the payments should be made into another country and in a different currency. 2. If option 1 is not feasible the Contractor provides bank files according to the file specifications of the bank system, currency and country where the payment will be processed. The bank file has to be in accordance with ISO20022. Specifics will be discussed during the Contract period. Please note that bank files are only possible for the countries and currencies in the attached list in Annex I. 3. If option 2 is not feasible, in some missions payments have to be done by the mission in cash or through a local bank. In the latter case the Contractor provides a bank file or payment orders per individual payment according to the specifications of the financial system that is used by the missions. See as well a sample in Annex E *Booking sheet Individual payments* or *Booking sheet Combi*. 4. If option 3 is not feasible the next option is for the Contracting Authority to open a local bank account in its own name and provides the Contractor with a direct debit authorization to debit the local account in order to pay the salaries directly to the beneficiaries. <u>Scenario 2 – GPS is live and API's are not yet in place (in which case Annex E-2 needs to be used):</u> Options of executing payment in order of preference by the Contracting Authority. 1. Where possible according to local legislations, payments of salaries and supplementation are to be executed by the Contractor on behalf of the Contracting Authority. The Contractor needs to be able to calculate/generate/prepare payments in local and different currencies. Sometimes the payments should be made into another country and in a different currency. 2. If option 1 is not feasible the Contractor provides bank files according to the file specifications of the bank system, currency and country where the payment will be processed. The bank file has to be in accordance with ISO20022. Specifics will be discussed during the Contract period. Please note that bank files are only possible for the countries and currencies in the attached list in Annex I. 3. If option 2 is not feasible, in some missions payments have to be done by the mission in cash or through a local bank. In the latter case the Contractor provides a bank file or payment orders per individual payment according to the specifications of the financial system that is used by the missions. See as well a sample in Annex E *Booking sheet Individual payments* or *Booking sheet Combi*. 4. If option 3 is not feasible the next option is for the Contracting Authority to open a local bank account in its own name and provides the Contractor with a direct debit authorization to debit the local account in order to pay the salaries directly to the beneficiaries. 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.

	Scenario 3 – GPS is live and API's are in place Options of executing payment in order of preference by the Contracting Authority, whereby timely and correct payment of salaries and supplementation to the (former) local employees on the date decided by the Contracting Authority and which can be changed by the Contracting Authority, is always expected. 1. Where possible according to local legislations, payments of salaries and supplementation are to be executed by the Contractor on behalf of the Contracting Authority. The Contractor needs to be able to calculate/generate/prepare payments in local and different currencies. Sometimes the payments should be made into another country and in a different currency. 2. If option 1 is not feasible the Contractor provides bank files according to the file specifications of the bank system, currency and country where the payment will be processed. The bank file has to be in accordance with ISO20022. Specifics will be discussed during the Contract period. Please note that bank files are only possible for the countries and currencies in the attached list in Annex I. 3. If option 2 is not feasible, in some missions payments have to be done by the mission in cash or through a local bank. In the latter case the Contractor provides a bank file or payment orders per individual payment according to the specifications of the financial system that is used by the missions. See as well a sample in Annex E *Booking sheet Individual payments* or *Booking sheet Combi*. 4. If option 3 is not feasible the next option is for the Contracting Authority to open a local bank account in its own name and provides the Contractor with a direct debit authorization to debit the local account in order to pay the salaries directly to the beneficiaries. 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.
R22	**Payment of taxes and local social security contribution in host country** 1. Timely, correct payment of local taxes, local social security contributions, funds, or programs to the local organizations/authorities by the Contractor, if this is possible, according to the local legislations and regulations. 2. If option 1 is not feasible where according to local legislations and regulations, the remittance of local social security contributions and/or local tax cannot be paid by the Contractor, the Contractor will prepare all documents, logistics and other necessary preparations for submissions/payment/remittance. The Contracting Authority will open a local bank account in its own name and provides the Contractor with a direct debit authorization to debit the local account in order to pay local taxes, local social security contributions, fund or programs to the local organizations/authorities. 3. If option 2 is not feasible the Contractor provides bank files according to the file specifications of the bank system, currency and country where the payment will be processed. The bank file has to be in accordance with ISO20022. Specifics will be discussed during the Contract period. Please note that bank files are only possible for the countries and currencies in the attached list in Annex I. 4. In both options 2 and 3 the Contractor is responsible for the fact that the allocation of the contributions ends up in the correct amount of the correct employee with the local organizations/authorities per employee. In case of any mismatches, it is the responsibility of the Contractor to resolve them.
R23	**Payment of taxes and/or social security contribution in the Netherlands** In the situation that (former) employees are – on basis of tax and social security treaties between the Netherlands and the host country – taxable and/or social secured in the Netherlands, the remittance of tax and social security contributions for this group of employees will be executed by the Contracting Authority. For these employees the tax proportion and/or the social security contributions are calculated by the Contractor and deducted based on the local tariffs and percentages to arrive at the correct net salary to be paid. In this case the tax proportion and social security contributions, are not paid by the Contractor to local tax authorities etc. but by the Contracting Authority in the Netherlands.

Technical Requirements

R24	**Portal** The Contractor supplies a client friendly, web-based portal to share information securely in which at least the following elements are offered and shared: 1. monthly standard output reports and related payroll documents according to local legislation, if applicable; 2. monthly proof of payment of tax and social security, if applicable; 3. integrated monthly payroll calendar for the current year with all local public holidays. 4. integrated dashboard with corresponding workflow information (see also R24); 5. possibility to share conversations and comments related to the monthly payroll cycles or payroll process via a chat; 6. possibility to generate alerts when steps or actions should be or (should) have been taken during the monthly payroll cycle. As long as the API integration is not yet in place the following output is also provided by the Contractor: 7. monthly variable input containing necessary information for the calculation of the monthly payroll in each country (see Annex E Monthly Changes sheet); 8. monthly customized output reports to be decided by the Contracting Authority (see Annex E Booking sheet Fund request, Booking sheet Individual payments or Booking sheet Combi); 9. monthly output and reports (see R13) After implementation of the API interactions, 7, 8, 9 will no longer be stored in the portal, but accessible in GPS. Contractor provides a portal that is: - 24/7 accessible - Single sign on / Multi factor authorisation - All documents and conversations are easily traceable. See also R25 and R38. **No Portal** If the portal is not an option, the Contractor must ensure that the information is shared securely, for example through secure email. All in accordance with local legislation and GDPR regulations (See descriptive document paragraph 2.2.).
R25	**Progress monitoring** <u>Scenario 1 GPS is not yet live</u> The portal of the subcontractor offers the possibility to monitor the progress of all recurring payroll processes. It is always possible to trace all carried out actions regarding the payroll processing. The portal offers the possibility to review all rejections together with the corresponding follow-up. <u>Scenario 2 – GPS is live and API's are not yet in place</u> The portal of the subcontractor offers the possibility to monitor the progress of all recurring payroll processes. It is always possible to trace all carried out actions regarding the payroll processing. The portal offers the possibility to review all rejections together with the corresponding follow-up. <u>Scenario 3 – GPS live and API's are in place</u> Besides the above: Error logging is well defined and readable in order to monitor errors and progress within the SAP Business Technology Platform (BTP) the monitoring cockpit of the Contracting Authority.
R26	**Keeping of documents and portal conversations** The Contractor's portal offers the possibility to keep all exchanged payroll documents and conversations, as stated in R24, available as long as local law prescribes.

R27	**Payroll output delivery** <u>Scenario 1 – GPS is not yet live</u> The Contracting Authority requires a customized output report containing monthly payroll output information of the various pay elements per employee, per mission, per country. For this reason, the Contractor will have to be able to supply the required data in Excel. An example of the output report can be found in Annex E-1 *Booking sheet Fund request, Booking sheet Individual payments* or *Booking sheet Combi*. Whenever the Contractor is not able to comply with these reports, a proposal can be done in the tender information note to be evaluated by the Contracting Authority. Nota bene: Even though salaries differ per country and the various components often have different names, the Contracting Authority uses the same codes for pay elements worldwide. These codes are an integral part of the monthly change sheets, declaration forms and booking sheets will also be applied in the API integrations. The Contractor must therefore apply to these. Occasionally new codes can be added. See Annex H for the list of the wage components and corresponding codes. The Contracting Authority can decide to change or adjust the customized output report and the wage components once a year without any additional cost. <u>Scenario 2 – GPS is live and API's are not yet in place</u> The Contracting Authority requires a customized output report containing monthly payroll output information of the various pay elements per employee, per mission, per country. For this reason, the Contractor will have to be able to supply the required data in Excel. An example of the output report can be found in Annex E-2 *Booking sheet Fund request, Booking sheet Individual payments* or *Booking sheet Combi*. Whenever the Contractor is not able to comply with these reports, a proposal can be done in the tender information note to be evaluated by the Contracting Authority. Nota bene: Even though salaries differ per country and the various components often have different names, the Contracting Authority uses the same codes for pay elements worldwide. These codes are an integral part of the monthly change sheets, declaration forms and booking sheets will also be applied in the API integrations. The Contractor must therefore apply to these. Occasionally new codes can be added. See Annex H for the list of the wage components and corresponding codes. The Contracting Authority can decide to change or adjust the customized output report and the wage components once a year without any additional cost. <u>Scenario 3 – GPS is live and API's are in place</u> It must be possible to retrieve data from the Contractor's system via these API's. This concerns all gross, net and local security/taxes wage types at employee level per period. If payment goes via the Contractor, then also the payment order needs to be able to be extracted. It must also be possible to retrieve any retroactive changes with regard to wage types. This process and the API's applies to all posts/countries in the same way. All data is UTF-8 formatted.
R28	**Integration with HR system** <u>Scenario 1 – GPS is not yet live</u> This scenario will probably be the case the moment this tender will be contracted. Although project planning aims to be live at this time, the Contractor should also be prepared for implementation using the Annex E-1 standard reports. In case GPS is delayed, this scenario could be applicable for one or more countries in all lots. The Monthly Changes Sheet will be submitted by the Contracting Authority to the Contractor to communicate changes. The Contractor uses the booking sheet to inform the Contracting Authority about the gross-net calculations, which are necessary to report taxes in The Netherlands and to submit the Contractor's request for payment in those cases that the Contractor pays the (former) employees It could be that an extra step is needed before all countries are implemented and connected by the APIs. If countries are implemented but still not connected by the APIs, the Contractor will be using the predefined Excel sheets as stated in Annex E.

	Depending on the planning of the implementation of a country this scenario is or is not applicable for the Contractor of a certain lot. <u>Scenario 2 – GPS is live and API's are not yet in place</u> This scenario is the case in the countries as mentioned in the Descriptive document paragraph 1.4. Although project planning aims to have implemented GPS worldwide at this time, the Contractor should also be prepared for implementation using the Annex E-2 standard reports. In case GPS is delayed, this scenario could be applicable for one or more countries in all lots. The Monthly Changes Sheet will be submitted by the Contracting Authority to the Contractor to communicate changes. The Contractor uses the booking sheet to inform the Contracting Authority about the gross-net calculations, which are necessary to report taxes in The Netherlands and to submit the Contractor's request for payment in those cases that the Contractor pays the (former) employees It could be that an extra step is needed before all countries are implemented and connected by the APIs. If countries are implemented but still not connected by the APIs, the Contractor will be using the predefined Excel sheets as stated in Annex E. Depending on the planning of the implementation of a country this scenario is or is not applicable for the Contractor of a certain lot. <u>Scenario 3 – GPS is live and API's are in place</u> After having implemented GPS the portal should be able to offer the possibility to create an automatic 2-way integration through API interfaces with GPS based on which the following data are shared in a standard format to be decided by the Contracting authority: • Data entry/Data delivery • Extraction of payroll data • Extraction of payroll documents Contracting Authority is responsible: The Contracting Authority (EDV) connects to API's of GPS and pushes/pulls data.

	API's (EDV responsible)	**Fallback scenario (non automatic EDV integration)**
Payroll process		
Flow 1: Data entry/Data delivery	The EDV connects to GPS via BTP(middleware) through multiple API's that have been made available to retrieve employee data/payroll data from GPS. The EDV does the derternination of differences, determination of hire/rehire/termination/etc., other logic and mapping. Direct data changes in the system of the EDV or via another route (mail/phone) are not necessary. All data changes can go via the API's. This process and the API's applies to **all** posts/countries in the same way. All data is UTF-8 formatted.	GPS supplies the employee information via Monthly change sheet (a fixed formated Excel sheet) to the EDV. The EDV inputs this information in the EDV system.
Flow 2: Extraction of Payroll data (wage types/pay components)	The EDV connects to GPS via BTP(middleware) through API's that have been made available to send employee payroll data (wage types/pay components) to GPS. This concerns all gross/net and local security/taxes wage types at employee level per period. It must also be possible to retrieve any retroactive changes with regard to wage types. This process and the API's applies to **all** posts/countries in the same way. All data is UTF-8 formatted.	EDV generates Bookingsheet (a fixed formated Excel sheet) and supplies this to GPS. In GPS there is an import option for this bookingsheet.
Flow 3: Extraction of Payroll documents (like payslips or annual statements)	The EDV must be able to send payroll documents in pdf format (a document per employee per period) to a specified API in BTP(middleware), besides the document also some metadata (like personal number, period, type of document) needs to be send to identify the document. This process applies to **all** posts/countries in the same way. All data is UTF-8 formatted.	Via EDV portal or EDV sends the documents via email to employee

Contract, communication, and CPI's

R29	**Contract** The Contractor will sign the Data Processing Agreement (Annex C2) with its attachments 1 Processing of personal data, 2 Information Security Requirements and 3 Notification form data breach by (sub) processors / standard contractual clauses (Annex C1), with the Contracting authority. The Contracting Authority will always only

	sign one Contract for a lot with the Contractor. The Contractor itself can have contracts with partners/subcontractors/affiliates and local offices/representatives/contacts. In this case the Contractor should adhere the GDPR rules and regulations for this scenario.
R30	**Contract communication and governance** Communication between the Contractor and Contracting Authority will be held at three levels: operational, tactical and strategic at different moments during the entire period of the contract and defined in Annex G (Contract management and Key Performance indicators). - As often as required at the operational level; - At least quarterly at the tactical level (with SPOC); - At least once a year at the strategic level (with SPOC). 3W works in a political sensitive surrounding. Local personnel at an Embassy is highly appreciated. Gross to net salary calculations as well as payment of salaries including for example a bonus, lunch ticket etc. to staff have to be executed timely and accurately. Issues need to be avoided as much as possible, in case they do occur a quick and pro-active action from the Contractor is, as far as 3W is concerned, a matter of fact. Communication on these issues should be quick, clear and sufficient and the agreed deadlines should be honoured. Solution on possible issues are quick and implemented effectively as soon as possible.
R31	**Incident Management** In case of urgent incidents related to the payroll process or working procedures in place, the Contractor has adequate incidents and escalation procedures in place to act, contact and solve satisfactory, immediately including outside regular working hours. The incidents can be related to, for example: • Monthly payroll process; • Payments, for example: no payment or double payments; • Data breach; • Security incident; • Integration error. This list is not exhaustive. Those on the escalation level will have at least a meeting every quarter and a midterm review after 6 months to discuss improvements. The Contractor reports the incidents in a monthly overview which will be discussed during the monthly tactical/service level meeting. In case a mistake or incident is caused or has been created by the Contractor, all costs are to be borne by the Contractor.
R32	**Contingencies** The Contractor has a contingency plan, in which a solid fall back scenario is described, in case of total disruption of the service, either because of software failure, connectivity issues or other issues, including armed conflicts and natural disasters.
R33	**Rejection report** The Contracting authority has an adequate possibility in the portal to reject the output when needed. The Contractor reports all the rejections with the reason for the rejection at the end of the payroll cycle to which the Contracting authority reacts in writing before the monthly meeting. This report will be discussed in the monthly service review meeting.
R34	**CPI's and management information** CPI's are defined in (Annex G) to monitor the quality of an efficiently, timely and correctly performance of the process. Aspects that are of influence of the quality concerns: correct and timely payments, correct and timely remittances, number of

	variables in the input, first time right input, first time right output, real time status overview of the process of the countries, etc. The results of the CPI's are discussed on a quarterly basis. For more details see, Annex G for which content the Contractor needs to sign. You must submit the following reports to the Contracting Authority during the Contract: - Quarterly report per lot: a report each quarter detailing the status of the CPIs. - Final report per lot at the end of the Contract, including points of attention and outstanding issues.
R35	**Covering countries** The Contractor provides services in the countries in the country list per lot. If the Contractor can't provide direct payroll management service in a certain country, the Contractor can offer an alternative solution. However the Contracting Authority may take into consideration other Contractors that can offer payroll administration services in those countries. The list of countries may be subject to changes in future.
R36	**Implementation Strategy** The Contractor agrees with the phased implementation of the activities during the first twelve months at the start of the Contract. This means that the Contractor prepares the implementation steps to be taken, in consultation with and subject to agreement by Contracting Authority. The Contractor will have shadow runs with the Contractor of the old contract. After approval of these results by the Contracting Authority, the payroll (management) services of the upcoming month are charged according to the Contract, therefore as soon as the payroll has gone live. All preparations and shadow runs up to approval are part of the implementation phase. The Contractor shall ensure that the implementation of the Services, including all required activities, is completed successfully within a maximum period of twelve (12) months from the start date of the Contract.
R37	**Exit Strategy** The Contractor agrees with the intention of the Contracting Authority to start the phased transfer of activities six months before the end of the contract. This means that the Contracting Authority, in consultation with the Contractor, determines which missions will be transferred to another Contractor before the end of the agreement. Once the contract expires, the Contractor will erase the Personal Data, return it to the Contracting Authority, or will transfer all necessary information and documents to the new Contractor, free of charge, whichever the Contracting Authority prefers. The Contractor will delete any copies, barring statutory rules to the contrary. The way in which this will be done will be agreed upon at that point in time.
R38	**Electronic invoicing** Government policy is aimed at reducing the administrative burden on businesses and public authorities. To achieve this aim in the area of procurement, central government uses e-invoicing. The Contractor exchange invoices and/or orders electronically in accordance with the technical instructions (including the Dutch government's message standard) and conditions of the Contracting Authority. The costs of use, implementation and maintenance of the invoicing process are part of the Contract. For more information about Electronic invoicing, see Annex M "Information leaflet e-invoicing electronic invoicing of the Dutch central government".

Legal – integrity/privacy – audit

R39	**Security measures** • The Contractor complies with the EU General Data Protection Regulation (GDPR) of May 2016 (2016/679), which applies from 25th of May 2018. 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. • The Contracting Authority reserves the right to ask additional information or documents. • If a Contractor does an appeal on Subcontractors, the Contractor needs to specify which Subcontractors will be contracted and in which countries the Subcontractors are located. The Contractor is required to hand in this information with the Tender. • The Contractor will remain responsible for the security requirements and will only appeal to Subcontractors that meet these security requirements. • The Contractor will sign and comply with the attached Data Processing Agreement (Annex C2), and its attachments 1 Processing of personal data, 2 Information Security Requirements & 3 Notification form data breach by (sub) processors. • The Contractor shall demonstrably comply with Chapter 5 (Transfer of personal data to third countries or international organizations) of the GDPR via Standard Contractual Clauses (Annex C1), Binding Corporate Rules and/or Adequacy Decisions (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). The Contractor and the Contracting Authority exchange personal details only via the secured portal. For more information about the security requirements see Annex C2. • The Contractor's portal supports single sign on or MFA.
R40	**Service Organisation Control Report** The Contractor will meet all requirements as mentioned in ISAE3402 statement. The Contracting Authority requests the Contractor to submit a Service Organisation Control Report issued by a certified accounting firm (ISAE3402 statement or similar statement concerning security, availability, processing integrity, confidentiality and privacy). This report should be submitted no later than March 1st of each calendar year. If this is not possible due to a different reporting period, a bridging letter is required. The Contractor is required to submit the control framework annually to the Contracting authority, together with the service organization control report.
R41	**Artificial Intelligence (AI)** The Contractor must inform the Contracting Authority in advance and request permission when functionalities using artificial intelligence (AI) are applied within the services. In doing so, the Contractor shall provide insight into: • for which purposes AI is deployed; • which data is processed; • which results or advice are generated by AI; • which control measures have been taken regarding privacy, information security, transparency, and quality. The Contractor shall apply AI functionalities that process data from the Contracting Authority exclusively after prior written approval from the Contracting Authority. Data from the Contracting Authority may not be used to train, improve, or enrich AI models of the Contractor or third parties, unless the Contracting Authority has granted prior written permission for this.

	The Contractor must comply with the EU laws and regulations regarding artificial intelligence applicable at that time, including the European AI Act

Requirements concerning International Social Conditions (due diligence)

R42	**Embed responsible business conduct (RBC) into policies and management systems** No later than 3 months after the effective date of the Contract, the Contractor must draw up an RBC policy or demonstrate to the Contracting Authority that it already has such a policy. In this policy document the Contractor must describe the efforts it will make and the efforts it expects other parties to make in order to identify and address risks to people and the environment in the value chain. It should be clear from the document that the Contractor endorses the OECD Guidelines and the UNGPs. The main elements of the policy must be communicated to other business relationships in the value chain.
R43	**Identify and assess actual and potential adverse impacts of the enterprise's activities, products or services on people and the environment** The Contractor must submit a risk analysis to the Contracting Authority no later than 6 months after the effective date of the contract. The risk analysis should include: - a description of the value chain(s) for the products and/or services supplied by the Contractor; - an assessment of the risk of breaches of human rights, labour rights and environmental standards in these value chains; - insight into the way in which these risks are caused by, contributed to by, or linked to the Contractor; - a prioritization of these risks based on their severity and likelihood. If necessary, the Contracting Authority will consult with relevant stakeholders to determine which three risks should be given the greatest priority.
R44	**Cease, prevent or mitigate adverse impacts** The Contractor must address adverse impacts on people and the environment that its activities are causing and/or contributing to. The Contractor must have or draw up targeted plans to prevent, mitigate and/or bring to an end actual and potential adverse impacts. The Contractor should submit a plan of action to the contracting authority no later than 9 months after the effective date of the Contract, aimed at preventing, reducing and/or removing the risks identified in the risk analysis (step 2). The plan of action should in any case include: - an overview and description of the efforts the contractor will make to mitigate risks in the value chain for the products and/or services to be supplied to the contracting authority (SMART); - a schedule of the measures the Contractor will implement. It should be clear from the plan of action how the Contractor's efforts will result in a concrete approach addressing the priority risks as identified in the risk analysis (step 2). The most serious risks should be tackled first if it is not possible to address all the risks. In this case the Contractor should convincingly explain to the Contracting Authority why not all the risks can be addressed. The Contracting Authority assess the plan of action and determines the extent to which the measures in the plan of action are to be implemented by the Contractor.

R45	**Track implementation and results** The Contractor must track implementation of the measures and their effectiveness. The Contractor must submit reports to the Contracting Authority within 12 months of the effective date of the contract and annually thereafter, describing its actions to comply with the due diligence process. The Contractor will use the monitoring results to improve these processes. The due diligence report submitted to the Contracting Authority will in any case: - provide an updated risk analysis (as described under step 2); - describe the measures taken (in the year to which the report pertains) to reduce risks and remedy any abuses of human rights and breaches of environmental standards in the value chain (as described under step 3); - describe the results of the measures taken. For any parts of the report not written in Dutch or English, summaries should be provided in one of these languages and submitted to the Contracting Authority no later than the date that the annual due diligence report is due. The report must be submitted to the Contracting Authority, but need not be published.
R46	**Communicate how adverse impacts are being addressed** The Contractor must inform external parties about its efforts and results in the area of due diligence. This communication can be part of a broader report, such as an annual sustainability report, and can be published on the Contractor’s website or disseminated to stakeholders by other means. The Contracting Authority must also receive this communication at least once a year.
R47	**Provide or cooperate in remediation where appropriate** Where a Contractor establishes that it has caused or contributed to an adverse impact on humans and/or the environment as a result of this Contract, the Contractor should provide or cooperate in remediation.

If you submit a Tender during the Tendering Process, you are a Tenderer. A Tenderer whose Tender wins and who signs the Contract with the Contracting Authority, becomes the Contractor.

As a Contractor, you must comply with all Requirements and conditions in this Schedule of Requirements and any other Tender Documents.

As a Tenderer, if you do not comply with one or more Requirements or conditions in this Schedule of Requirements and any other Tender Documents, your Tender will be invalid and we will exclude you from further participation in this Tendering Process.

The provisions stated in your Tender must not conflict with the stated Requirements or the assignment description as included in the Descriptive Document. Upon detection of such a contradiction, your Tender will be invalid and we will exclude you from further participation in the tendering procedure.

2. Signature by Tenderer

The Tenderer must complete the European Single Procurement Document (ESPD), sign it legally, and attach it to the Tender as Annex 5. The legally valid signing of the ESPD constitutes the legally valid signing of the entire Tender, including this Schedule of Requirements.