



**Office of the Secretary General of the
Board of Governors of the European
Schools**
Rue de la Science, 23 - 1040 Brussel

TENDER N° BSGEE 2023-014

COMPETITIVE PROCEDURE WITH NEGOTIATION

PROVISION OF A HUMAN RESOURCES PLATFORM TO MANAGE ALL HR RELATED PROCESSES

TENDER SPECIFICATIONS

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Part 1 – Administrative specifications

1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

1.1 Contracting authority: who is the buyer?

This procurement is inter-school. The OSGES is the contracting authority, and the following bodies (hereafter the *participating entities*) will participate to the framework contract resulting from this procurement:

Participating entities		
Acronym	Name and address	Point of contact and email
OSGES	Office of the Secretary-General of the European Schools (Contracting authority) Rue de la Science 23 1040 Brussels – Belgium	Procurement cell E-mail: osg-procurement@eursc.eu
BERG	European School of Bergen – Netherlands Molenweidjtje 5 1862 BC Bergen NH	Deputy Director for Finance and Administration E-mail: BER-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
ESB1	European School of Brussels 1 – Uccle & Berkendael - Belgium 2 sites: <ul style="list-style-type: none"> • 46, avenue du Vert Chasseur - 1180 Bruxelles - Belgium • Rue de Berkendael, 70 – 1190 Forest – Belgium 	Deputy Director for Finance and Administration E-mail: UCC-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
ESB2	European School of Brussels 2 – Woluwe – Belgium 2 sites: <ul style="list-style-type: none"> • Avenue Oscar Jespers, 75 - 1200 Bruxelles- Belgium • Avenue du Bourget, 30 – 1130 Haren – Belgium 	Deputy Director for Finance and Administration E-mail: WOL-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
ESB3	European School of Brussels 3 – Ixelles – Belgium Boulevard du Triomphe, 135 1050 Brussels – Belgium	Deputy Director for Finance and Administration E-mail: IXL-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
ESB4	European School of Brussels 4 – Laeken – Belgium Drève Sainte-Anne, 86 1020 Brussels – Belgium	Deputy Director for Finance and Administration E-mail: LAE-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
MOL	European School of Mol – Belgium Europawijk, 100 2400 Mol – Belgium	Deputy Director for Finance and Administration E-mail: MOL-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
LUX	European School of Luxembourg – Luxembourg 23, Boulevard Konrad Adenauer L-1115 Luxembourg - GD Luxembourg	Deputy Director for Finance and Administration E-mail: LUX-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
MAM	European School of Mamer – Luxembourg 6, rue Gaston Thorn L-8268 Bertrange – GD Luxembourg Point of contact: Deputy Director for Finance and Administration	Deputy Director for Finance and Administration E-mail: MAM-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
ALI	European School of Alicante - Spain Avda. Locutor Vicente Hipólito s/n E-03540 Alicante – Spain	Deputy Director for Finance and Administration E-mail: ALI-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
VAR	European School of Varese – Italy	Deputy Director for Finance and Administration

	Via Montello, 118 21100 Varese – Italy	E-mail: VAR-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
FRA	European School of Frankfurt – Germany Praunheimer Weg 126 60439 Frankfurt am Main – Germany	Deputy Director for Finance and Administration E-mail: FRE-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
KAR	European School of Karlsruhe – Germany Albert-Schweitzer-Straße 1 76139 Karlsruhe – Germany	Deputy Director for Finance and Administration E-mail: KAR-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu
MUN	European School of Munich – Germany Elise-Aulinger-Straße 21 81739 Munich – Germany	Deputy Director for Finance and Administration E-mail: MUN-DEPUTY-DIRECTOR-FINANCE-AND-ADMINISTRATION@eursc.eu

The list of participating entities may be extended to include any other European School created based on the Luxembourg Convention defining the Statute of the European Schools (- referred to as ES throughout the document) of 21 June 1994 after the launch of this procedure.

The contracting authority is the OSGES. The OSGES, acting as an agent for the participating entities for the purposes of this call for tender and the resulting framework contract, publishes the call for tenders, organises the evaluation, signs and manages the framework contract (including any amendments thereto) on behalf of all participating entities.

1.2 Subject matter: what is this procurement about?

The subject matter of this call for tenders is the provision of a human resources platform to manage all HR related processes.

1.3 Lots: is this procurement divided into lots?

This procurement is not divided into lots.

1.4 Technical description: what do we want to buy through this procurement?

The services that are subject of this call for tender, including any minimum requirements, are described in detail in Part 2: *Technical specifications*, hereafter referred to as *technical specifications*.

There are in total seven modules required:

- Recruitment and Selection processes
- HR Information system
- Evaluation and performance management
- Training Management
- Absence Management and Overtime/extra hours

The optional modules are described below under 1.4.4. and in the Technical Specifications.

1. Background

See Part 2 Technical specifications.

2. Technical requirements

See Part 2 Technical specifications.

3. Variants: Are variants allowed?

Variants (alternatives to the model solution described in the Tender Specifications) are not allowed. The *Contracting authority* will disregard any variants described in the tender.

4. Options: Are additional optional services requested?

The two optional modules are:

- Option 1: On-off boarding
- Option 2: Payroll preparation

The tenderer must provide a price for the two options.

Each entity (OSG/School) will decide whether or not to take one or more options.

The content of the options is described in part 2: Technical Specifications.

5. Deliverables

See part 2 Technical specifications.

1.5 Place of performance: where will the contract be performed?

The services will be performed at the following locations:

- Online
- In situ at the OSGES and the Schools

1.6 Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of a single framework contract.

A framework contract establishes a mechanism for future repetitive purchases by the *Contracting authority* to be awarded in the form of specific contracts or purchase orders. The signature of a

framework contract does not impose an obligation on the *Contracting authority* to conclude specific contracts or purchase orders in accordance with the framework contract.

The framework contract will be concluded with one contractor. Specific contracts or purchase orders shall be written based on the terms laid down in the framework contract, refined or, in duly justified circumstances, supplemented to reflect the particular circumstances of the specific contract. The details are set out in Article I.4.3 of the Draft framework contract.

⚡ Tenderers need to take full account of the provisions of the Draft contract as the latter will define and govern the contractual relationship(s) to be established between the *Contracting authority* and the successful tenderer(s). Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, checks and audits.

By submitting a tender, the tenderer also accepts all the terms and conditions set out in the draft contract annexed to these specifications. The successful tenderer of the contract may no longer request an adaptation of any clause whatsoever.

1.7 Volume and value of the contract: how much do we plan to buy?

An indicative estimate of the volumes to be ordered over the whole duration of the framework contract is given in *hereunder*. These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities which the *Contracting authority* will order through specific orders. In any case the *framework contract ceiling*, i.e. the maximum amount to be spent under the framework contract shall not be exceeded.

The contract shall automatically terminate if this maximum amount is reached, without notice or compensation, unless an addendum has been previously signed by both parties.

If the total amount of the contract is reached, no more orders may be placed, without notice or compensation, unless an addendum has been previously signed by both parties.

The *framework contract ceiling* is indicated in Heading 5.1.5 of the contract notice.

Within six years following the signature of the framework contract resulting from the current procurement, the *Contracting authority* may use the negotiated procedure under point 11.1.e of Annex 1 to [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#)¹ to procure new services from the contractor(s) up to a maximum of 50 % of the initial *framework contract ceiling*. These services will consist in the repetition of similar services entrusted to the contractor.

1.8 Duration of the contract: how long do we plan to use the contract?

The contract resulting from the award of this procurement will be concluded for a 12-month test period, after this period, the solution will be evaluated. If the evaluation is positive, the contract will be extended for 48 months tacitly renewable once for 48 months, unless one of the parties receives formal notification of the contrary at least three months before the end of the current duration.

2. GENERAL INFORMATION ON TENDERING

2.1 Legal basis: what are the rules?

This procurement is governed by the provisions of:

- [The Financial regulation of the European Schools](#) and
- [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#) (the Financial Regulation)¹.

The *Contracting authority* has chosen to award the contract resulting from this procurement through a **Competitive procedure with negotiation** pursuant to Article 164(1) (f) of the Financial Regulation. In a **Competitive procedure with negotiation** any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a request to participate. The contracting authority shall invite all candidates, that satisfy the selection criteria and that are not in any of the situations referred to in Articles 136(1) and 141(1), to submit a tender.

The contracting authority reserves the right to negotiate with tenderers the initial and any subsequent tenders or parts thereof, except their final tenders, in order to improve their content. The minimum requirements and the criteria specified in the procurement documents shall not be subject to negotiation. The contracting authority may award the contract based on the initial tender without negotiation.

2.2 How is this procedure organised?

This procurement procedure consists of two phases.

In the **first phase**, economic operators interested in this contract are invited to submit a **request to participate**. The selection criteria will be evaluated in this phase.

No offer must be sent at this stage.

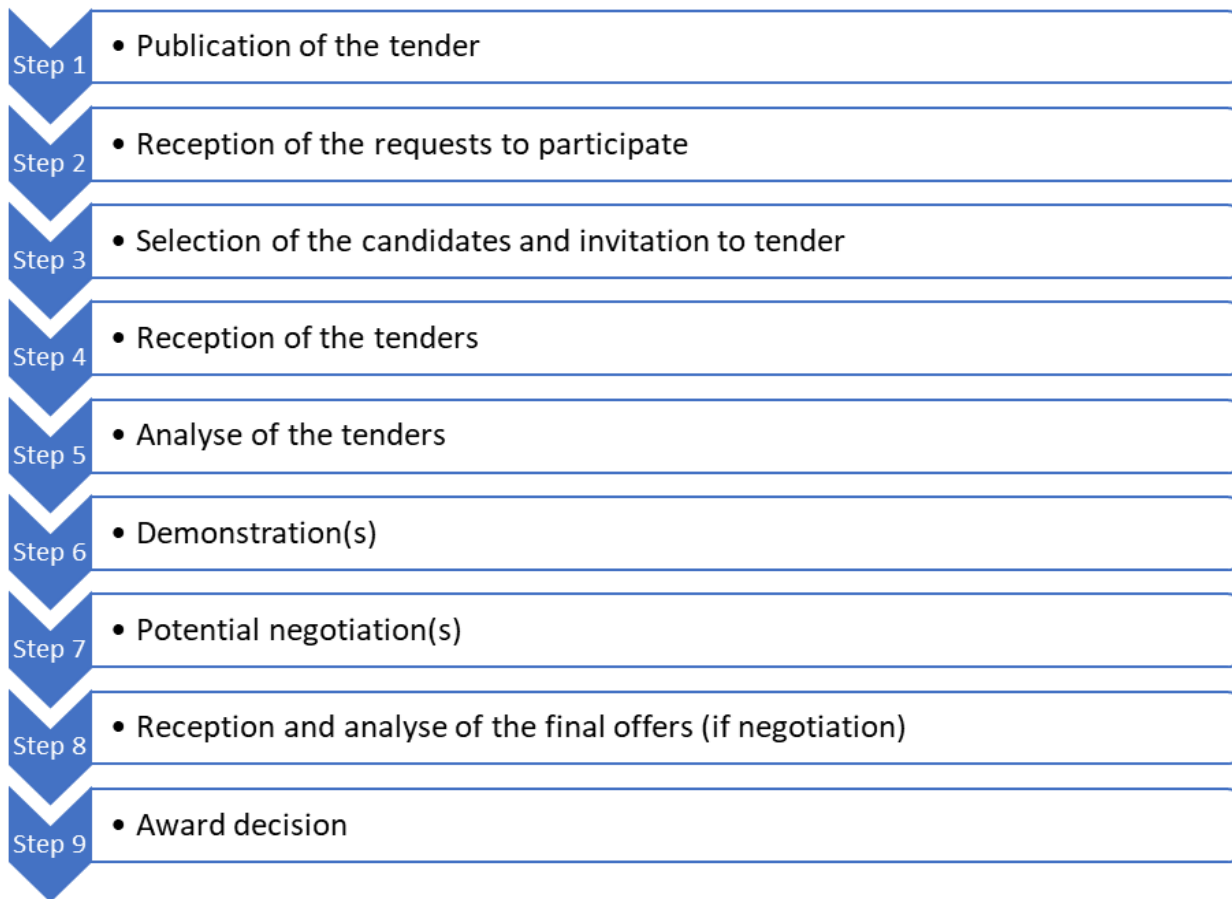
In the **second phase**, the selected candidates will be invited to submit an initial offer. Any offer received from a natural or legal person who has not been invited to tender will be rejected.

The contracting authority will organize demonstration session(s) to give the tenderer the opportunity to demonstrate the major features of the proposed solution.

The contracting authority reserves the right to organize negotiation session(s).

The offers will be evaluated based on the initial offer, the demonstration sessions and eventually the negotiations and a final offer (if available).

¹ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

Diagram of the procedure

2.3 Rules on access to procurement: who may submit a tender?

Participation in this procurement is open on equal terms to all natural and legal persons established in the European Union.

To enable *the Contracting authority* to verify the access, each candidate must indicate its country of establishment (and in case of joint candidature – the country of establishment of each group member) in [Annex 1.1](#) and must present the supporting evidence normally acceptable under the law of that country/-ies if so, requested by the contracting Authority. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in [Section 4.3](#).

2.4 Ways to submit a request to participate/tender: how can economic operators organise themselves to submit a request to participate/tender?

Economic operators may apply to participate; and then submit a tender (if selected at the application stage) either as a single candidate/tenderer or as a group of candidates/tenderers. In both cases, subcontracting is permitted. In order to fulfil the selection criteria set out in [Section 3.2](#) the candidate can rely on the capacities of subcontractors or other entities (not subcontractors).

The role of each entity involved in a request to participate/tender (hereafter referred to as *involved entity*) must be clearly specified: sole candidate/tenderer, member of a group or Group leader, subcontractor or an entity on whose capacities

the candidate relies to fulfil the selection criteria². This applies also where the *involved entities* belong to the same economic group.

2.4.1 Joint request to participate/tenders

A joint request to participate/tender is a situation where a request to participate/tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer³.

All members of the group assume joint and several liability towards the *Contracting authority* for the performance of the contract as a whole.

The joint request to participate/tender must clearly indicate the role and tasks of each member and of the *Group leader* who will act as the *Contracting authority's* contact point for the contract's administrative or financial aspects and operational management. The *Group leader* will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the *Contracting authority* shall sign the contract with the Group leader, authorized by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in [Annex 1.2](#).

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the request to participate/tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see **Section 2.3**) and is not in an exclusion situation (see **Section 3.1**).

In any case the selection criteria must still be fulfilled by the group and the terms of the originally submitted request to participate/tender may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the request to participate/tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted request to participate/tender may not be modified.

2.4.2 Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators which will perform part of the contract on its behalf. The contractor retains full liability towards the *Contracting authority* for performance of the contract as a whole.

The contractor is required to ensure that subcontractors adhere to the GDPR requirements disclosed in the present document.

² Such an entity is not considered a subcontractor, see Section 2.4.3.

³ References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).
- d) Use of staff without employment contract (“self-employed persons working for the contractor”) to perform substantially the same tasks as the staff with employment contract (“employees”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of tenderers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the tenderers and/or the transporting services are within the subject of this call for tender (see **Section 1.4**).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the *Technical specifications* expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in [Annex 1.3](#) and signed by its authorised representative.

By filling in the form available in [Annex 1.3](#), candidates/tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- on whose capacities the candidate relies upon to fulfil the selection criteria as described under **Section 0**;
- whose individual share of the contract, known at the time of submission, is above 10 %.

Changes concerning subcontractors identified in the request to participate/tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the *Contracting authority* subject to the following verifications:

- any new subcontractor is not in an exclusion situation;
- the candidate/tenderer still fulfils the selection criteria, and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted request to participate/tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the request to participate/tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the *Contracting authority* and resulted in a signed contract, is considered authorised.

2.4.3 Entities on whose capacities the candidate relies on to fulfil the selection criteria

In order to fulfil the selection criteria a candidate may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in *Annex 1.4*, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.

If the contract is awarded to a tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity, the *Contracting authority* may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a candidate may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required (i.e. the latter will assume the role of subcontractors).

⚠ Relying on the capacities of other entities is only necessary when the capacity of the candidate is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the candidate/tenderer will be disregarded.

3. EVALUATION AND AWARD

The evaluation of the request to participate (phase 1) and the tender (phase 2) that comply with the submission conditions will consist of the following elements:

Phase 1: Evaluation of the requests to participate

- Check if the candidate has access to procurement (see **Section 2.3**).
- Verification of administrative compliance (if the candidate is drawn up in one of the official EU languages and signed by duly authorised representative(-s) of the tenderer).
- Verification of non-exclusion of candidates based on the exclusion criteria.
- Selection of candidates on the basis of selection criteria.

Phase 2: Evaluation of the tenders (only for selected candidates by the Contracting authority in phase 1)

- Verification of compliance with the minimum requirements defined in the Tender specifications.
- Evaluation of tenders on the basis of the award criteria.
- Negotiation(s).
- Demonstration(s).
- Evaluation of tenders on the basis of the new offers.

The *Contracting authority* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation.

The unsuccessful candidate/tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their candidature/tenders. Only tenderer for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the request to participate (phase 1) and the tender (phase 2) and, if applicable, on additional information and evidence provided at the request of the *Contracting authority* during the procedure.

For the purposes of the evaluation related to exclusion and selection criteria *the Contracting authority* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

3.1 Phase 1: Evaluation of requests to participate

3.1.1 Exclusion criteria

The objective of the exclusion criteria is to assess whether the candidate is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

As evidence of non-exclusion each candidate needs to submit with its request to participate a Declaration on Honour in the model available in **Annex 2**. The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial verification of non-exclusion of candidates will be done on the basis of the submitted declarations. The documents mentioned as supporting evidence in the Declaration on Honour need to be provided whenever

requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the Contracting authority.

The exclusion criteria apply individually to each member of the grouping and/or to each identified subcontractor.

Please note that a request for evidence in no way implies that the tenderer has been successful.

3.1.2 Selection criteria

The objective of the selection criteria is to assess whether the candidate has the legal, regulatory, economic, financial, technical, and professional capacity to perform the contract.

The selection criteria for this procurement, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

The requests to participate submitted by candidate not meeting the minimum levels of capacity will be rejected.

When submitting its request to participate each candidate shall declare on honour that it fulfils the selection criteria for the procurement. The model Declaration on Honour available in [Annex 2](#) shall be used.

The initial assessment of whether a candidate fulfils the selection criteria will be done on the basis of the submitted declaration(s).

The selection criteria are applicable to all the members of the grouping and/or the subcontractors identified (combined capacity of all the members and/or of the subcontractors identified).

The subsections below specify which selection criteria evidence must be provided with the request to participate or may be requested later, at any time during the procurement procedure. In any case, to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the Contracting authority.

Please note that a request for evidence in no way implies that the candidature has been successful.

3.1.3 Legal and regulatory capacity

Candidates do not need to prove specific legal and regulatory capacity to perform the contract.

3.1.4 Economic and financial capacity

Candidates must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
Minimum level of capacity	Average yearly turnover of the last 3 financial years above EUR 1.600.000.
Basis for assessment	This criterion applies to the candidate as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out.

Evidence	Copy of the profit and loss accounts and balance sheet for the last three years for which accounts have been closed from each concerned <i>involved entity</i> , or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.
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☞ All of the above specified evidence of technical and professional capacity must be provided with the request to participate.

3.1.5 Technical and professional capacity

Candidates must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Criterion T1	
The candidate must prove experience in the field of providing a digitalized HR solution in an educational and international environment.	
Minimum level of capacity	At least 3 similar (in scope and complexity) international environments (with at least 1 project carried out simultaneously in the Benelux + Germany or Italy or Spain and 1 project carried out in the educational sector) projects completed in the last three years preceding the tender submission deadline, with a minimum value for each of them EUR 300.000.
Basis for assessment	This criterion applies to the candidate as a whole, i.e. the combined capacities of all <i>involved entities</i> .
Evidence	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope (modules covered and countries), role and amount invoiced. In case of projects still on-going only the portion completed during the reference period will be taken into consideration. As supporting documents for each project reference the <i>Contracting authority</i> may request statements issued by the clients and take contact with them.

☞ All of the above specified evidence of technical and professional capacity must be provided with the request to participate.

3.2 Phase 2: Evaluation of the Tenders

📌 **Tenders do not have to be enclosed with the initial request to participate, but only at the request of the contracting authority, for candidates whose request to participate is accepted at the end of stage 1.**

3.2.1 Compliance with the minimum requirements of the Tender specifications

In the second phase, the selected candidates will be asked to submit an offer.

By submitting an offer, a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tender. Particular attention is drawn to the minimum requirements specified in the part Technical specifications (Tender specifications – part 2) and to the fact that tenders must comply with applicable data protection, artificial intelligence, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any limitations, conditions, or reservations on the part of a tenderer.

📌 **Tenders that are not compliant with the applicable minimum requirements shall be rejected due to irregularity.**

3.2.2 Award criteria (phase 2)

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

1. Price – 50 points

The price considered for evaluation will be the total price of the tender, covering all the requirements set out in the Tender Specifications.

The tenderer shall determine the price for each of the following elements:

- Development, implementation, test, use, and training of the test solution for the 4 pilot entities (price for the first year) (10 points)
- Implementation and training for the other entities (not participating to the test) (5 points)
- Cost of use (per year, per employee) (10 points)
- Cost (hourly) of additional training not included in the implementation cost (5 points)
- Cost of maintenance (per year) (5 points)
- Cost (hourly) for future development (new functionality/feature) (5 points)
- Cost for option 1 (per year) (5 points)
- Cost for option 2 (per year) (5 points)

2. Quality – 50 points

The solution proposed by the tenderer must contain all minimum requirements (mandatory specifications) described in the technical specifications. A tender not offering these minimum requirements will be rejected. Besides the mandatory requirements, the tenderer will be also evaluated on the basis of the quality of the proposed offer taking into account both the ‘nice to have’ specifications and the quality of the offer and the quality of the solution.

- ‘Nice to have’ specification (**12 points**)

The tenders offering the minimum requirements will be assessed on the basis of the ‘Nice to have’ specifications: there are 24 ‘nice to have’ specifications, for each ‘Nice to have’ specification included in the offer, the tenderer will receive 0,5 point.

- Quality of the offer and quality of the solution (**38 points**) - The following elements will be assessed:
 - Compliance with ES processes, understanding of the need, quality, and suitability of the proposal (7 points) - The purpose of this criterion is to assess whether the tenderers have fully understood all aspects of the services required for the contract, as set out in the technical specifications. Given the complexity of the ES HR processes it will be assessed how easy it is to adapt the platforms to specific needs (flexibility in workflows, flexibility of access rights, adding new element/parameter, etc.)
 - Accessibility (2 points) - The purpose is to assess the quality of reaching and entering the platform (response time), time of loading, consistency, accessibility shortcuts, accessibility of help pages.
 - Clarity of screens (6 points) – The clarity of screens refers to the structure and layout of the screens. Are the pages itself well-structured? Is the content clear, critical content easily visible, are help pages consistent and clearly structured.
 - Ease of navigation (4 points) – This refers to simplicity of navigation on the platform. How easy and intuitive is it to find what a staff member might be looking for. Is the platform user-friendly and to minimizes the need to consult a manual, is the main navigation menu always visible, do menus have with clear labels, intuitive, consistent links, limited number of buttons, site search functionality.
 - Security and integration (6 points) - The purpose of this criterion is to assess the extent to which the proposed services comply with the security requirements detailed in this procurement and adjust to integration with the ES IT environment. The candidate must provide as annex(es) to the offer a clear description of the IT security solution and procedures (See also section 9).
 - Project management, training, implementation (4 points) - This criterion is aimed at assessing the working methods, timescale and resource allocation proposed to satisfy the needs described in the technical specifications. It will consider a balanced and consistent working method, timescale and resources allocation (See also section 12.1 on training).
 - Documentation (3 points) - With this criterion the documentation provided with the HR platform will be assessed (adoption to specificities of the ES, its comprehensiveness).
 - Maintenance and support via SLAs (3 points) - With this criterion the support after implementation will be assessed (helpdesk availability, intervention time, incident management ...) (See also section 9)
 - New functionality/feature request (3 points) - This refers to planned developments that could be of interest for the ES. The offer must clearly describe the process/workflow on how to introduce a new functionality/feature request and how it will be managed (See also section 9).

These elements will be assessed based on:

- The description of the solution included in the offer (including the proposed SLAs).
- Online evaluation: the tenderer is asked to provide a link to a testing environment of the HR platform that will enable the evaluation committee to test and assess the proposed solution.
- Demo: the contracting authority will organize demo-session(s) in order to evaluate the proposed solution.
- The final offer proposed by the tenderer (after eventual negotiations)

Awarding of points methodology for the criteria ‘quality of the offer and quality of the software’ (36 points)

The following scale of values will be used to award points to an offer:

ASSESSMENT		SCORE
Excellent	Exceeds the required standard. Response answers the needs with precision and relevance. Includes improvement through innovation/added value.	100% of points
Good	Meets the standard required. Comprehensive response in terms of details and relevance to the needs.	75% of points
Acceptable	Meets the standard in most aspects but fails in some areas. Acceptable level of detail, accuracy, and relevance.	50% of points
Limited	Fails the standard in most aspects but meets some. Limited information/inadequate/only partially addresses the needs.	25% of points
Not eligible/ inadequate for consideration	Completely fails to meet the standard. Responses significantly deficient/no response.	0 point

An offer must obtain a minimum of 25 points out of 50 for the quality criteria: any offer not obtaining a minimum of 25 points will be excluded.

3.2.3 Award (ranking of tenders, phase 2)

Tenders shall be ranked according to the best price-quality ratio.

Final score (max. 100) = points awarded for the criterion “price” (max. 50) + points awarded for the criterion “quality” (max. 50).

☞ The contract shall be awarded to the tender ranked first, which complies with the Tender Specifications and is submitted by a tenderer having access to procurement, not in an exclusion situation and fulfilling with the selection criteria.

4. FORM AND CONTENT OF THE REQUEST TO PARTICIPATE / TENDER

4.1 Form of the request to participate/tender: how to submit the request for participate/tender?

Request to participate/tender are to be submitted according to the instructions laid down in the Invitation to tender letter and in this specifications.

⚡ Make sure you prepare and submit your request to participate/tender early enough to ensure it is received within the deadline specified under Heading 5.1.12 of the contract notice. A tender received after this deadline will be automatically rejected due to irregularity.

4.2 Content of the request to participate/tender : what documents to submit with the request to participate/tender

⚡ The documents to be submitted with the request to participate (phase 1) are listed in *Annex 1*

⚡ The documents to be submitted with the offer (phase 2) are listed in *Annex 5*

⚡ Each document must be signed by a duly authorized representative of the tenderer.

The following requirements apply to the technical and financial offer i.e. for phase 2: only for selected candidates.

4.2.1 Technical offer

The technical offer must provide all the information needed to assess the compliance with the technical specifications document (Tender specifications – part 2) and the award criteria.

For this purpose, the *Annex 3 – Quality of the offer* shall be completed and duly signed.

Tenders deviating from the minimum requirements or not covering all the requirements will be rejected on the basis of non-compliance and not evaluated further.

4.2.2 Financial offer

A complete financial offer (Annex 4) must be provided. In case of discrepancies between different documents, only the amount indicated in the financial offer will be taken into account.

For this purpose, the *Annex 4 – Financial Offer* shall be completed and duly signed.

Should there be an error in the calculation of the total, the unit price will prevail.

The financial offer shall be:

- Expressed in euros.
- Quoted free of all duties, taxes and other charges, i.e., also free of VAT. The tenderer may indicate the amount of VAT, but it must be shown separately (see box below).

⌚ The Office of the Secretary-General of the Board of Governors of the ES is exempt from Value Added Tax (VAT) for the supply of goods and services in Belgium **exceeding 123,95 €** in application of article 42 §3, paragraph 1, 4° of the VAT Code, the prices offered must be mentioned as exempt from this tax. The potential contractor must ensure that all his invoices bear the words "Exemption from VAT. Article 42 §3, paragraph 1, 4° of the VAT Code. Ministerial decision ET 121.600/A29/L92 of 19 December 2017".

⌚ Belgian ES are exempt from Value Added Tax (VAT) for the supply of goods and services in Belgium **exceeding 123,95 €** in application of article 42 §3, paragraph 1, 4° of the VAT Code, the prices offered must be mentioned as exempt from this tax. The potential contractor must ensure that all his invoices bear the words "Exemption from VAT. Article 42 §3, paragraph 1, 4° of the VAT Code. The European School will send the provider the 450 or 151 certificates, depending on whether the provider is Belgian or foreign.

⌚ The European Schools are not automatically exempted from Value Added Tax (VAT) for the supply of goods and services. The rules for exemption from payment or recovery of VAT are defined by each Member State, so the prices offered must be filled in with the VAT rate and amount.

4.2.3 **Signature policy: how can documents be signed?**

Where a document needs to be signed, the signature must be either hand-written, a qualified electronic signature or an advanced electronic signature based on a qualified certificate as defined in [Regulation \(EU\) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market \(the eIDAS Regulation\)](#).

All documents requested must be signed by the tenderer's legal representative, i.e., a person duly authorised to represent the tenderer for this procurement and the signing of the contract.

If requested so by the contracting authority, the delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the Contracting authority can access on a national database free of charge does not need to be submitted if the Contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

4.3 **Confidentiality of request to participate/tenders: what information and under what conditions can be disclosed?**

Once the *Contracting authority* has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the *Contracting authority* is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the *Contracting authority* or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The *Contracting authority* may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets⁴.
- The *Contracting authority* may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure⁵, the *Contracting authority* may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

† The *Contracting authority* will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The *Contracting authority* reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

⁴ For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

⁵ See Article 4 (2) of the REGULATION (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.

5. DATA PROTECTION

5.1 Processing of personal data by the contracting authority

For the purpose of 6.1:

- a) for personal data processed in the context of the management of the contract, the data controller is the OSGES and can be contacted at osg-data-protection-officer@eursc.eu
- b) OSGES shall comply with the following Privacy Statement (See [2023-06-D-42-en-1 Privacy statement Providers.pdf \(eursc.eu\)](#)). This Privacy Statement informs you about how the OSGES processes personal data that are collected through the offer and execution of your contractual relationship. It describes the types of personal data that the OSGES is likely to collect and how it processes them and sets out your rights concerning these personal data.

5.2 Processing of personal data by the contractor

For the purpose of 6.2:

- The subject matter and purpose of the processing of personal data by the contractor is linked to the provision of a HR Digital platform to manage all HR processes within the OSGES and ES.

The tenderer, acting as a ‘processor’ under the meaning provided by Regulation (EU) 2016/679 (hereinafter, referred to as the “GDPR”), shall meet the requirements of the GDPR and process the data solely for the purposes set out by the controllers (Secretary-General and Directors). More particularly, the tenderer shall:

- Comply with the relevant internal HR procedures in the OSGES and ES.
- Be able to demonstrate compliance with the GDPR’s requirements through written documentation (e.g., data protection policies, appointment of a DPO, certifications, register of processing activities, employees’ training, etc).

Any certification and/or Code of Conduct relevant in the context of data protection is considered as an advantage.

The localisation of and access to the personal data processed by the tenderer shall comply with the following:

- the personal data shall only be processed within the territory of the European Union and the European Economic Area and will not leave that territory.
- the data shall only be held in data centers located within the territory of the European Union and the European Economic Area.
- no access shall be given to such data outside of the European Union and the European Economic Area.
- the tenderer cannot change the location of data processing without the prior written authorisation of the controller.

The Data Protection Agreement in [Annex 7](#) of the Tender will be signed by all parties.

5.3 Processing for the implementation of the contract by the controller

For the purposes of 6.2:

- The OSGES is controller for the processing its own HR personal data and the contractor is the processor.
- Each ES is controller for the processing of its own HR personal data and the contractor is the processor.

6. PROCESSING OF PERSONAL DATA

6.1 Processing of personal data by the contracting authority

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to personal data and on the free movement of such data (hereinafter referred to as 'GDPR').. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.

The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Regulation (EU) 2016/679, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should any contractor or another person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to OSG-DATA-PROTECTION-OFFICER@eursc.eu

You may also contact the Belgium National Data Protection Authority if you consider that your rights under the GDPR have been infringed during the processing of your personal data by the OSGES.

6.2 Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of Regulation (EU) 2016/679 and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller in fulfilment of the controller's obligation to respond to requests for exercising their rights from data subjects whose personal data are processed under these specifications, as provided for in Regulation (EU) 2016/679. The contractor must inform the controller of such requests without delay.

The contractor shall undertake to:

- Process the data solely for the purpose or purposes alone that is/are the object of the processing,
- Process the data in accordance with the controller's documented written instructions.
- Inform the controller immediately if it is considered that an instruction constitutes an infringement of the General Data Protection Regulation or of any other provision of Union law or the law of the member states on data protection,
- Inform the controller if the processor is required to transfer data to a third country or to an international organisation, pursuant to the law of the Union or to the law of the member state to which the processor is subject, unless the concerned law prohibits such information on important public interest grounds,
- Guarantee the confidentiality of the personal data processed under this contract,
- Ensure that the persons authorised to process personal data pursuant to this contract:
 - Have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality,
 - Receive appropriate personal data protection training,
 - Take into account, in the case of the processor's tools, products, applications or services, the principles of data protection by design and data protection by default.

The contractor must take appropriate technical and organisational measures, having regard to the risks inherent in processing and to the nature, scope, context and purposes of the processing, offering, in particular, as required:

- Pseudonymisation and encryption of personal data;
- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- Measures designed to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored, or otherwise processed.

The contractor shall notify the controller of any personal data breach without undue delay and not later than 48 hours after having become aware of it. In this case, the contractor shall communicate at least the following information to the controller:

- The nature of the personal data breach, including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
- The likely consequences of the breach;
- The measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- Where, and in so far as, it is not possible to provide all this information at the same time, the information may be provided in phases without undue further delay.

After the controller's agreement has been sought and given, the processor shall, in the name of and on behalf of the controller, communicate the personal data breach to the data subject without undue delay, when this breach is likely to result in a high risk to the rights and freedoms of a natural person.

The processor shall assist the controller in complying with the latter's obligations pursuant to Regulation (EU) 2016/679, namely:

- to ensure compliance with the latter's data protection obligations with respect to the security of processing and the confidentiality of personal data;
- to notify the Belgian Data Protection Authority of any personal data breach;
- to carry out impact assessments relating to data protection and prior consultations to the extent necessary.

The contractor shall make available to the controller all information necessary to demonstrate compliance with all the contractor's obligations and to allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to the contract. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

The processor may not use the services of another processor to conduct specific processing activities without the prior written authorisation of the controller.

In the event of authorisation, the other processor shall be required to fulfil the obligations of this contract on behalf of and in accordance with the instructions of the controller. It is the responsibility of the initial processor to ensure that the other processor provides the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the General Data Protection Regulation. Where the other processor fails to fulfil its data protection obligations, the initial processor shall remain fully liable to the controller for the performance of that other processor's obligations.

Part 2 – Technical specifications

7. BACKGROUND

7.1 The European school system

The ES are official educational establishments controlled jointly by the governments of the Member States of the European Union. They are legally regarded as public institutions in all these countries.

The mission of the ES is to provide a multilingual and multicultural education for nursery, primary and secondary level pupils. They are aimed primarily at children of staff of the European institutions.

There are currently 13 ES of "type I"⁶ in six countries⁷ with a total of 28,983 pupils on roll after the beginning of the 2023-2024 school year which are located in Alicante (Spain), Bergen (the Netherlands), Brussels I (Uccle and Berkendael), Brussels II (Woluwe and Evere), Brussels III (Ixelles), Brussels IV (Laeken), Frankfurt am Main (Germany), Mol (Belgium), Karlsruhe (Germany), Munich (Germany), Varese (Italy), Luxembourg I and Luxembourg II (Luxembourg).

The main governing body is the Board of Governors (BoG), which supervises the implementation of the convention and has decision-making powers in educational, budgetary, and administrative matters. When not in session, its powers are executed by the Secretary-General (SG).

In his tasks the SG is supported by the staff of the OSGES, which performs executive management duties and provides the ES with advice and assistance in pedagogical, administrative, financial, legal, and human resources related issues.

The 13 ES have separate legal personality in their respective member states necessary for the attainment of their purpose and are free to manage the appropriations of their sections of the budget.

7.2 Specificities of the ES in relation to HR

The ES employ four different categories of staff, each with its own Service Regulations (staff regulations):

- Seconded staff members are either executive (Directors, Deputy Directors or Assistant Deputy Directors), managerial (SG, Deputy SG and Heads of Unit) or teaching and supervisory staff. They are sent to the ES system by their member states for a limited number of years; the Service Regulations for seconded staff ([Regulations for seconded staff](#)) foresee a set of allowances and supplements which need to be handled by the HR Digital platform .
- Locally Recruited Teachers (LRT) ([Regulations for Locally recruited staff](#)) are recruited by the Directors of each ES to perform teaching, educational and pupil support duties which cannot be assigned to members of the seconded staff. LRT are subject to the specific Service Regulations, which apply within the framework of the legislation of the host country.

⁶ European Schools established pursuant to Article 2 of the Convention are denominated Type I European Schools, i.e., receiving financial contribution from the Commission.

⁷ Belgium, the Netherlands, Germany, Italy, Luxembourg, and Spain

- Locally Recruited Managerial Staff (LRMS) ([Regulations for Locally recruited manager staff](#)) is part of the management team. Managerial and executive administrative posts created by the Board of Governors and shown in the organigram shall be held as a matter of priority by members of the seconded staff. In case no qualified candidates for secondment have been presented, the post can be filled on a permanent or a temporary base by a locally recruited member of staff.
- Administrative and Ancillary Staff (AAS) are any persons employed by an ES or by the OSGES who are not seconded by a member state but recruited and appointed by a Director or by the SG. They fill posts which have been created by the BoG and fulfill administrative tasks. As LRTs, AAS are subject to specific Service Regulations ([Regulations for AAS](#)) which apply within the framework of the legislation of the host country.

The HR Digital platform needs to be able to reflect this complexity, particularly the different processes needed for recruitment, evaluations, and training as well as specific local rules with respect to absence management and overtime as well as payroll preparation.

In total, for the school year 2023-24, the ES System counts 3.126 Full Time Equivalents⁸:

School	Seconded Staff	Locally Recruited Teachers	Administrative and Ancillary Staff	Total
Alicante	69	49	18,95	136,95
Bergen	25	44	15,6	84,6
Brussels I	218	163	48,03	429,03
Brussels II	172	155	45,6	372,6
Brussels III	148	113	32	293
Brussels IV	154	112	31	297
Frankfurt	70	111	23	204
Karlsruhe	43	59	18,2	120,2
Luxembourg I	160	141	35,4	336,4
Luxembourg II	118	110	33,1	261,1
Mol	38	46	19	103
Munich	92	115	30	237
Varese	85	55	26,78	166,78
OSGES	9		75,7	84,7
Total	1.401	1.273	452,36	3.126,36

All of them shall be managed with the HR Digital platform.

⁸ This figure does not represent the total number of staff members working in the ES because of the part-time staff working for the ES

7.3 Current HR Processes

HR processes are performed to a high extent manually, using MS Office (Word, Excel files). In certain areas solutions are put in place locally, which usually cover only a specific part of the process.

This is the view per area:

- **Recruitments:** Follow-up, document preparation and approval are done manually; involvement of people outside the ES System (e.g., the inspectors); MS Forms are used in some ES to collect and evaluate recruitment pre-requisites and some ES also work with SharePoint/workflows for the handling of applications. In 2022, the ES has performed the following number of recruitments:

Recruitments	2022
Administrative and Ancillary Staff	156
Seconded staff	N/A
Locally Recruited Teachers	287
Total	443

- **Employee records:** Schools and the OSGES work with a mixture of paper files and digitally stored documents on file shares.
- **Absence management/time management and overtime:** Many Schools and the OSGES have an application for the management of working hours, overtime, and absences of AAS and LRT. However, it is foreseen to replace this application to ensure the management in a harmonized way across the entire system and for all categories of staff. For teachers, Schools use the application Untis to manage the timetables
- **Evaluations:** Evaluations are followed-up and documented manually, using xls- and word-files. In 2022, the ES has performed the following number of evaluations:

Evaluation	2023
Administrative and Ancillary Staff (schools and OSGES)	290
Evaluation	2022
Seconded staff (teachers)	119
Locally Recruited Teachers	310
Total	429

- **Training:** Training requests are prepared and followed up manually. For the participation in training courses of the EU Commission staff members have access to the Commission's training platform (EU-learn). Teachers subscribe and pay themselves for training and are reimbursed by the School.
- **Payroll preparation:** Data needed to prepare the monthly salary runs (e.g., inclusion of new employees, upgrades/promotions, paid overtime, absences, etc.) are collected manually from various sources. The payroll calculations are managed with SAP HCM for all seconded staff members and are outsourced individually (per country or even School) to a social secretariat for LRT and AAS.
- **On-/Off-boarding:** The respective processes are followed up by checklists.

8. TECHNICAL SPECIFICATIONS OF THE HR DIGITAL PLATFORM

The mandatory modules to be used by all the ES and the OSGES are the following:

- Recruitment and selection processes, whether internal or external, including promotions and occupational changes
- HR Information System - Digital management of employee records
- Evaluations/performance management
- Training management
- Absence, time, and overtime management

The optional modules to be used for the schools who wish to do so are the following:

- On- and Off-boarding
- Preparation of payroll

The minimum requirements (“must have”) and possible add-ons (“nice to have”) for each area are described in further detail below.

8.1 General specifications

These specifications apply across the board to all modules (mandatory and optional).

Generally, the HR Digital platform shall be equipped **as a minimum** with the following (**‘must have’**):

- Be compliant with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation - “GDPR”). Notably, the solution offers the possibility to easily extract data to answer a data subject’s requests in particular:
 - To access his data
 - About the portability of his own data
 - To rectify his data
 - To ask to erase data.
- Be adaptable to the work and social legislation of the ES countries (e.g., in terms of absence management and overtime), and to the different staff service regulations (AAS/LRT/Seconded) existing within the ES.
- Provide solutions for archiving documents and data, in compliance with the retention periods (legally required and according to Schools and OSGES policies).
- Reliable backup solution and fail over functionality (See also Section 9 - Information security & Technical Specifications)
- Include organigrams and employees phone numbers book.
- Be available in the following languages: EN, FR, DE, NL, IT and ES. Data and templates generated via the platform must also be available in these languages.
- Be provided as a Software as a Service (SaaS) solution.
- W3C quality standards or equivalent should be applied for the interfaces (web portal, mobile devices etc.).

- Offer the option of an integrated digital signature solution or be compatible with Adobe Sign (system in place in the ES).
- Provide an online portal and a mobile application that staff members, but also candidates of recruitment procedures will use to upload any required documents in the HR Digital platform (CV, application letter, training attestation, tax documents, applications, medical certificate, etc.). According to the type of documents, the appropriate review/approval flow shall be automatically started.
- Ensure the possibility of uploading of the documents with a mandatory identification of their type (example: general data, contracts, social, financial, tax, absence) to allow the documents storage in a structured way (per category).
- Ensure for financial and tax documents the possibility of filing of the documents in sub-folders per year.
- Offer the possibility of generating diverse types of workflows according to the documents' type/process:
 - Consecutive approval process (First level approval and then second level approval) for some documents like vacancy notices, evaluation reports, holidays, missions but also telework/in situ work.
 - Simultaneous approval process (different people can validate a document at the same time).
- Offer the possibility of setting the number of approvals according to the type of document (e.g., vacancy notice, the evaluation report).
- Work with an alert/notification system (for example: when a document is uploaded by an employee and requires a validation, or it is time for an evaluation, or a medical certificate expires).
- Ensure the availability and support for export/download/printing of the information/document/form at any moment in the different processes (e.g., Microsoft and/or Adobe formats).
- Ensure communication channels between the candidate/staff member and HR on any HR issue. In addition, the HR Digital platform should provide the possibility of the creation of a separate communication channel for a Tax team (to request a tax declaration or to communicate the upload of a final adjustment allowance calculation to the staff file).
- Provide reporting functionalities such as statistics, reports, and dashboards that the users can generate at any moment. Here below a non-exhaustive list of common reports:
 - Number and success of recruitments, number of applications
 - Overview of the applications received for a vacancy
 - Overview of the different staff categories per service/unit
 - Number of hours of overtime paid to staff, remaining amount of vacation days, etc.)
 - Overview of absences (and presence) for a defined period, per service, type of absence or staff category
 - Ability to generate statistics/reporting by people, type of absence, service
 - Statistics on evaluations regarding number of evaluations performed, overdue evaluations, outcome of evaluations
 - Reports on the recruitments per status (e.g., started, pending, ongoing, closed, abandoned) over a defined period
 - Overview of the candidates who already have received communication during and at the end of the recruitment process
 - Number of trainings attended over a defined period.
 - Etc.
- Provide support for standard, most common web browsers: Edge, Google Chrome, Safari, Firefox, etc.
- Provide support for Single Sign On (SSO) solutions (See also section 9 – Data Security)– e.g., MS Azure AD.

- Provide support for integration, data exchange with SAP ERP, and/or national social secretary_services.
- Provide excellent support for system and data integrations – REST API and/or similar solutions.
- Provide support to load batch data/information from Excel (or other formats) to the System (especially for the transfer of former and actual existing master data.
- Provide mobile applications and/or support for mobile devices .
- Ensure responsive interface and excellent user experience.
- Ensure excellent, well documented IT security. Possibly with ISO 27001 certification.
- Provide a clear SLA on maintenance and well-defined support (See also section 9 – Data Security).
- Ensure granular and role/profiles-based access rights to HR staff, managers, staff member in compliance with the legal requirements in terms of privacy and GDPR, but also in line with the specific needs of each School. The platform should be able to even limit access to specific documents for some profiles.
- Provide support with limited functionality for former employees – information and document exchange etc.
- Offer the possibility of setting-up of an audit trail on data and document, to have a historical overview on data changes (be able to see who has modified a data/ document).
- All subcontractors should be clearly listed, and their services described (see also section 2.4.2 on subcontracting).

In addition, the service provider must offer a single point of contact for the Schools and the OSGES, regardless of any subcontracting.

The training and manuals must be updated regularly/on an ongoing basis.

8.2 Mandatory modules

8.2.1 Module 1: Recruitment and Selection processes

The module shall enable the ES to manage the recruitments of LRT, LRMS and AAS (most seconded staff members are appointed by their member states and the process shall not be covered by the HR Digital platform).

The module shall be equipped **as a minimum** with the following (**'must have'**):

- Support for the preparation of documents such as vacancy notices and job descriptions (per category of staff, per School and per function), nomination of selection committees, elaboration of selection reports based on templates in 6 different languages in the platform with possibility of adapting the text per School/entity. Every document can be saved on the platform and re-used (even by another school) for future vacancies.
- Support, for future vacancies, to use the templates pre-established in the database but with possibilities of adaptation of the text.
- Automated publication of vacancy notices on websites of the Schools and the OSGES and external platforms such as LinkedIn or other recruitment platforms. Also foresee the possibility to enter an automated closure date of the vacancy note.
- Reception of candidates' applications via the platform.

- Integrated and customisable application forms: Possibility to set-up a questionnaire to facilitate the pre-selection (e.g., via a list of questions related to language skills, experiences).
- A candidate must be able to create an applicant account with his/her profile where he/she will fill in a whole series of information (surname, first name, etc.) and upload required documents (covering letter, CV, etc.) using an online form. It must be possible to mark compulsory information (preventing the candidate from validating their application if this information is not provided). Compulsory information includes the professional experience of the candidate (start and end date, FTE, employer, function). An automatic notification will be sent to the candidate once the application is complete.
- The system must make it possible to customise the type of information and documents according to the profile required (e.g., between AAS, LRT and LRMS).
- Possibility of filtering the applicants based on the function requirements and preselecting within the platform (using these filters and adding comments based on the application evaluation).
- The HR Digital platform shall allow the HR Staff to anonymize personal data to focus solely on the qualifications and experience of candidates. This will involve removing names, addresses, and other identifying information from resumes or application forms.
- Preparation of emails/notifications (e.g., invitations to tests/interviews) to communicate with the candidates from the platform.
- Automated deletion of candidates' data and supporting documents after a determined retention period.
- Possibility of creating a talent pool (local and inter-schools) with the profiles of candidates who have not been selected by the Selection Committee but who met all requirements and could be convenient for similar posts in the future or in another school.
- Possibility of storing all documentation of a recruitment in the platform (invitations, nomination letters, lack of conflict-of-interest letters, selection reports).
- Possibility of defining and assigning different recruitment status (open, terminated, ongoing) and application status (uncompleted, completed, delayed).
- Possibility for the candidate to accept (Yes / No) the job's offer directly in the HR digital platform (via a Workflow).
- Possibility to send diploma validation request to external email addresses (e.g. the national inspectors).

The following elements would be a **nice to have** but not essential:

- Possibility to automatically determine the first salary of the new staff member by encoding the grade and the step. The staff member will have the possibility to ask revision by HR (approval workflow to implement)
- The possibility of using for all schools a partial automatic recruitment report with modifiable text, a report template with fixed compulsory elements, to be put in a validation workflow.
- Accessibility to the candidates' data for colleagues external to the ES.
- Support for evaluation of candidates during preselection and selection procedures (Add individual comments by the preselectors, labelling of the preselected candidates, etc.)
- Interview scheduling - automatic synchronisation with and blocking of outlook calendars, e.g., for selection committee meetings.
- Limited Access to the specific candidates' data for colleagues external to the ES but without having access itself to the HR Digital platform (e.g., the inspectors validate the LRT diploma).

8.2.2 Module 2: HR Information system - Digital management of employee records

The module shall be equipped **as a minimum** with the following ('**must have**')

- HR Information system – centralised management of all employee data/records – HR Master Data of the employee data personnel.
- Workflow to obtain consent about use of data from staff members (when applicable)
- For a new recruitment, the platform should ensure the conversion of a candidate file into an employee file: Automatic creation of an employee file based on the data/record gathered in the recruitment phase.
- Creation of different types of contracts and contract amendments in the HR Digital platform by using available templates in 6 languages and for different categories of staff (AAS, LRMS and LRT) that could be adapted per school/entity.
- Offer the possibility of creating two different contracts (under two different working regimes) for the same person (for example: 50% of the AAS contract and 50% of the LRT contract).
- Possibility to create job descriptions for AAS based on existing/defined templates (with possibility to adapt it to the specific needs) for the different occupational categories.
- Automatic transmission of documents and information required to the concerned people/services as part of the employer's pre-employment information requirements (personal data form template, financial form template).
- Automatic information flow to the module 'payroll preparation file (module 7)' prior to the monthly salary runs.
- The staff members should have access to their own digital personal data - self-service portal file without any possibility of deletion of the elements, just for reading/consultation.
- The staff members should be able to modify certain administrative data in their digital file and upload justificative documents (address, civil status, number of dependent children, transport forms, bank account change), to be approved by HR staff. Documents' upload automatically starts the validation process.
- Uploading of salary related information needed for the salary preparation (e.g., marriage, certificate of study, income of spouse or child, tax documents)
- Uploading of HR related documents by the staff member such as training certificates, evaluation report, etc. The uploaded document should be digitally signed by the staff member and will start the appropriate workflow (see general specifications). An automatic notification is sent to the staff member once the uploaded document has been approved by the concerned people/unit/service.
- Tracking of completeness of supporting documents needed per employee.
- Overview of supporting documents with a breakdown by category of document.
- Workflows to modify names and addresses starting with the employee's request (see also general specifications).

The following elements would be **a nice to have** but are not essential:

- Automatic reminder about missing supporting documents.

- Regular, automatic reminders for the provision of new documents.
- Uploaded certificate of good conduct to be automatically deleted after validation and replaced by a declaration confirming the provision of this document. (For teaching staff, The School needs to keep a record of the extract. Besides an automatic regular update according to the legal and internal safety regulations with a reminder for the staff member and the HR team would be ideal.
- Handling of the complete workflow to determine the (preliminary) professional experience for seconded staff.

8.2.3 Module 3: Evaluation and performance management

The module shall be equipped **as a minimum** with the following (**‘must have’**):

- Different evaluation templates according to the category of the staff (AAS, LRMS, seconded staff, LRT).
- Possibility to set evaluation intervals according to the category of staff (e.g., every 2 years, after probationary period of 1 year + every 4 years, etc.). Manual setting must remain possible for a particular profile within a category of staff.
- Invitation/request to perform an evaluation directly from the HR Digital platform to the managerial staff responsible and the staff member concerned.
- Flexible definition of the evaluator(s) for each evaluation as per the information available in the organigram (depending on the category of staff the evaluator changes, for example for the AAS members a direct superior will be the evaluator; for the seconded teachers there will be two evaluators: Director/or Deputy Director and a national Inspector; for LRT the evaluator will be Director/or Deputy Director and any of Inspectors nominated earlier by the Central Planning Committee).
- Link to self- evaluation form to the staff member (the auto-evaluation will serve only as a working document and will not be kept in the personal file)
- Evaluation report template filled automatically with information from the employee file (Depending on the category of staff, the evaluation report should retrieve the following data:
 - for AAS: name, function, entry date, current grade and step, accumulated evaluation points.
 - for seconded and locally recruited teachers: name, nationality, country of secondment, date of secondment/start date of the contract, diplomas and certificates, knowledge of languages, teaching subjects.
- Preparation of the draft evaluation in the HR Digital platform based on a template available in 6 languages.
- 2-step approval of the evaluation report via a workflow in the HR Digital platform, acceptance with or without comments on the evaluation by the staff member in the HR Digital platform. Specifically for the seconded staff, an extra approval step should be added because the signature of the Secretary-General (or the Deputy Secretary-General) is required at the end of the process.
- Automatic communication of positive evaluations for the salary preparation; possibility to include and follow-up on different country-specific salary grids, grades, and steps.
- Provide the possibility to define evaluations’ status (e.g., “staff invited”, “evaluation completed”, “overdue” ...).

- In case of a definitive non-acceptance by the AAS member of the report, workflow to open the 'Evaluation Committee' - procedure.
- The evaluation report is transferred by HR to the employee personal file.
- Possibility to list the people who have been evaluated & report (over a period e.g. current year, depending on the cycles, etc.)
-

The following elements would be **a nice to have** but are not essential:

- Possibility to generate an appeal process for the AAS evaluation decision which restarts the evaluation process.
- Possibility for a superior to fix (to propose a date for) an evaluation session in the Outlook of the staff member concerned.
- Automatic determination of the consequences of the result of each assessment: position in the salary grid; salary; number of points accumulated, etc.
- Direct link with the "training" module to determine training needs based on the assessment.
- Possibility to encode the reason of pending evaluations for special cases, with for e.g. a person is on maternity leave, or long sick leave.

8.2.4 **Module 4: Training Management**

The module shall be equipped **as a minimum** with the following (**'must have'**):

- Request a training course directly in the HR Digital platform based on templates defined in 6 languages.
- Approval workflow with at least 2 steps (See also the general specifications) prior to booking the training course.
- Link to the HR SharePoint where the Catalog with trainings is available for staff.
- Creation of a feedback questionnaire on the quality of the training course (tailor-made questionnaire).
- Information about training attended in employee's file; Minimum information: training's title, training date, duration, diplomas.
- Automatic reminder when the end date of the training is reached to obtain and upload the attendance certificate.
- Reporting about the training's attendance by the staff category.

The following elements would be **a nice to have** but are not essential:

- Automatic communication with time-tabling application (plan replacements).
- Enable manual input of trainings done independently from the workplace (not paid by ES) by staff member (input to be approved by HR). This would need to be separated in possible statistics (not included in trainings provided by ES).

8.2.5 Module 5: Absence Management and Overtime/Extra Hours

The module shall be equipped **as a minimum** with the following ('**must have**'):

1. Absence and time management

- Online/Remote and in situ solution system allowing clock-in and clock-out to measure the working time, with the possibility to register manually or at later stage in case of forgetting / or similar solutions.
- Possibility to enter and maintain different working time models:
 - in situ/telework,
 - half-time, full-time, 4/5 temporary workers, etc.

but also, in hours for LRT, for example: 16h/week or 3h/week

- Managing absences in hours, half-days and days
- Recognition of “normal” sick leave with or without medical certificate and the possibility for the staff member to upload the medical certificate. The absence is automatically notified to HR and a direct superior
- Recognition of the basic leaves (according to the relevant Service Regulations and/or the law of the host country of the School/OSGES) such as (but can be different according to the national legislations):
 - maternity leave
 - parental leave
 - paternity leave
 - sabbatical year
 - long sick leave
 - unpaid leave
 - sick leave of the child (specificity in Luxembourg – link to the “caisse des allocations”)
 - job accidents and private life accidents
 - leave to accompany a person in need.
 - absence authorized paid.
 - mission
 - training
 - possibility to add any other type of leave

- Possibility of creating an absence request by HR staff in case of “spontaneous absence” (accident, sick leave).
- Automatic identification of staff members with long-term absences (possibility of different rules per country).
- For long-term absentees, automatic launch of the appropriate procedure (letter, etc.) OR automatic notification to launch an appropriate procedure to be managed by HR.

- Automatic notification of absences to the line management and the timetable planner (“Stundenplaner”)
- Automatic identification of expiry dates of medical certificates and respective advance notification.
- Preparation of communications/letters to the staff members based on templates in 6 languages, e.g., to inform about long-term absences.

2. Overtime Management

- Creation of different schemes per country and ONLY for administrative staff (overtime of seconded teachers will be managed outside the platform using the information from other applications, no overtime for LRT, no overtime for managerial staff).
- Definition of settings for overtime according to local rules of 6 countries (e.g., max 2h/day, 6h/week).
- Differentiation between overtime and extra work beyond regular working hours within the framework of **flexitime**⁹.
- Registration of actual overtime in the platform by the staff member, alert if local maximum limit is reached. A similar alert is generated in case a minimum amount is reached.
- Registration of actual IT guard duties (active: urgent/planned, and passive and other staff like caretakers)
- Availability of information on overtime in employee’s account.
- The possibility to create rules for working hours applicable to the Schools.
- Automatic information flow to the module ‘salary preparation’ prior to the monthly salary runs.
- Automatic notification informing HR and a direct superior about the teacher’s absence.

The following elements would be **a nice to have** but are not essential:

- Possibility to generate signed and approved report per month for payment salary.
- Possibility of organising holidays by department, competence, and responsibility, etc. over given periods.
- When the staff member creates a request, the system should allow him to make a distinction between overtime to-be-paid and overtime to-be-recuperated.
- Automatic calculation of the overtime payment for salary preparation¹⁰.

8.3 Optional modules

8.3.1 Module 6: On- and Off-boarding

An on- and off-boarding module should ensure that all necessary steps are performed when a staff member joins or leaves the ES system (the steps that cannot be digitalized, such as presentation of working place and

⁹ Flexitime – The administrative staff is able to benefit from flexitime only while working in situ (never when teleworking). In the OSGES the flexitime is allowed from 7:00 until 19:30, from Monday to Friday, for a maximum of 9 hours of work per day; outside this time range, these hours will not be credited therefore lost. Overtime, under flexitime, can be recovered through a leave of a half-day or a day. The flexitime hours that can be transferred to the following month are limited to 15 hours: this means that hours exceeding 15 hours that have not been recovered in the current month will be lost.

¹⁰ Depending on the school’s situation (inhouse calculation or calculated by the social secretariat)

other colleagues to a new staff during the onboarding or a personal exit interview as part of the offboarding, should also be included in the list).

The module shall be equipped **as a minimum with** the following ('must have'):

- Possibility to prepare and send communications related to the on/off-boarding based on templates from the HR Digital platform (welcome email/farewell message to be sent to all staff, but also the template documents, sent to the new recruited staff member and terminate the recruitment phase).
- Module should cover communication workflows (automated on/off-boarding messages) with other functions such as:
 - IT (for onboarding: creating a new employee accounts/emails/accesses/preparation of IT equipment, for offboarding: closing the accesses/deleting email account/recuperation of IT equipment)
 - Security (to create an entrance badge or to remove the entrance badge)
 - Building facilities (to provide a workplace adapted to a new employee)
 - Payroll Officer (for creating the salary profile for newcomer or to establish departure calculation for leaver)

Differences can exist between the different Schools and the OSGES.

- The possibility of having a checklist of tasks matching the status: ongoing, completed, etc.
- Automatic deletion of personal data after retention period when the staff member left the OSGES/School.

The following elements would be **a nice to have** but are not essential:

- Possibility to formalize the resignation process via a workflow in the platform.

8.3.2 Module 7: Payroll preparation

The module shall be equipped **as a minimum** with the following ('**must have**'):

- Interface with SAP (for AAS and LRT salaries" and SAP HCM (for Seconded Staff).
- Possibility to set a flow per entity on how and who can directly introduce and validate all information related to the salary.
- Available action to freeze reports and information at a fixed date for salary calculation and payment.
- Summary of all relevant payroll data with possibility to download into predefined formats (e.g., Microsoft, Adobe formats considering and including:
 - Introduction of a new staff member – with a digital workflow to Payroll for creation of a new SAP profile.
 - A precise date of departure of a staff member with information of the departure reason (retirement/long sick leave consequence/disciplinary/end of a definite period contract/end of the secondment) and the applicable rules to the exit (departure allowance, holidays not used, etc.).
 - Salary grade and step, adapted in the case of a positive evaluation or from approved professional experience.
 - Monthly salary variations, such as:
 - Changes in contracts (function, promotion)

- Changes in working hours with the start date linked to replacements.
- Overtime/extra hours/ IT guard's duties
- Long-term sickness/absence for the different categories of staff (AAS, LRT and seconded)
- Changes in familial situation (birth of a child, civil status)
- Local transport reimbursement
- Other Extra-legal advantages
- Allowances/changes in allowances for seconded staff (household/child/education allowance, installation/reinstallation allowance, compensation allowance, expatriation allowance, differential allowance, yearly travel allowance, etc.)

The platform should be flexible enough to allow the addition/definition of other allowances if needed.

- The payroll preparation module should use all the information gathered in the other modules (recruitment, evaluation, overtime etc.) and prepare an overview of all the changes that occurred during the month.
- Transfer of HR INPUT to Payroll for salary output calculation (with assistance of the social secretariats), the validation circuit and payment.

The following elements would be **a nice to have** but are not essential:

- Possibility of linking the salary grids to the employee's file (automatic attribution).
- Possibility of having pay slips in the HR Digital platform in the employee personal file.

9. INFORMATION SECURITY & TECHNICAL SPECIFICATIONS

9.1 Information Security specifications

Information Security will be a key issue for the tender. The tenderer shall provide a clear, comprehensive, detailed and complete description related to Information Security as an Annex including:

- The IT Security solutions and procedures in place supporting HR digital platform
- IT Security and other relevant certifications

The ICT Unit at the OSGES will collaborate with the tenderer to integrate the HR Digital platform with the existing applications.

9.2 Technical specifications, information, and documentation

Additionally, in a separate SLA on Technical Specifications information and documentation, the following points should be provided:

- The backup solution and backup policies applied to ensure the continuity of the operations.
- The supported Single Sign On solutions.
- The new functionality creation request process
- Detailed description of the integration solutions provided.
- The documentation must be structured, complete and detailed and made available digitally.
- The documentation should include an index and search functions.
- Documentation is delivered per module and is available as soon as a module is delivered and approved.
- The following items must be included as a minimum:
 - Platform Settings definition, modification and approval
 - How to use the module:
 - As an administrator
 - As a team manager (Head of Unit/Deputy Director/Director)
 - As a standard user (staff member)

9.3 Maintenance

The tenderer will offer detailed maintenance covering the entire solution, with among others:

- The maintenance and update process
- The fail over and disaster recovery solutions in place including maximum recovery time limits
- The incident management procedures
- An annual roadmap with mandatory upgrades and new releases with a description of release deadlines and channels (supporting documentation must be updated accordingly).

The maintenance period will start on the day following the final acceptance of all modules, provided that the OSGES/ES has not raised any objections to this provisional acceptance.

The tenderer will guarantee this maintenance for duration of the contract.

All maintenance provisions, as well as obligations and agreements, for both the tenderer and the OSGES/ES, will be set out in an SLA. This SLA describes the performance requirements and indicators that are defined for the services to be provided. This contract defines penalty clauses if the agreed level of service is not met.

If it appears that the content of the SLA is no longer compatible with the actual performance of the services described therein, the service must be corrected again to the agreed level, or the SLA must be adjusted. The assessment should be done annually, regardless of whether there are any problems.

The OSGES/ES may terminate the SLA by registered letter if the object of the maintenance no longer exists.

The Supplier may only terminate or transfer its maintenance obligations to a third party subject to the prior written consent of the OSGES.

The maintenance will include all services so that the OSGES/ES can use and operate the solution properly. The tenderer shall indicate the non-maintenance services and the rates applicable to their performance.

The solution must ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

The tenderer may not use the services of another processor to conduct specific processing activities without the prior written authorization of the controller. Any transfer of data over a network must be done over an encrypted connection.

9.4 Implementation & Customisation

Implementation (initial set-up) and customisation of above-mentioned modules will be part of the project.

Customisation means: *“the specification listed that will require a specific development in the Tenderer’s HR Digital platform to fulfil with the needs of the OSGES and the Schools”*. The Tenderer clearly describes the customisation process.

The tenderer must take this aspect into account in the implementation phase of his offer.

9.5 Use of Artificial Intelligence

If applicable, the Tenderer shall provide a clear description of the Artificial Intelligence (IA) technology used by the platform.

At minimum, the tenderer will describe the following:

- Define the finalities of the IA used
- List the personal data used and for what purpose.
- Other information necessary for a Fundamental Rights Impact Assessment.
- Instructions for use accompanying the systems

The tenderer will assist the controllers in their obligations under applicable Artificial Intelligence legislation.

10. AUDIT

The HR Digital platform must include an auditing tool (User date, Location, IP addresses, Time and Date, Scope of change, Original Value, New Value, etc.). Also, all log-in attempts, security events, and system errors must be traceable, logged and reported when requested.

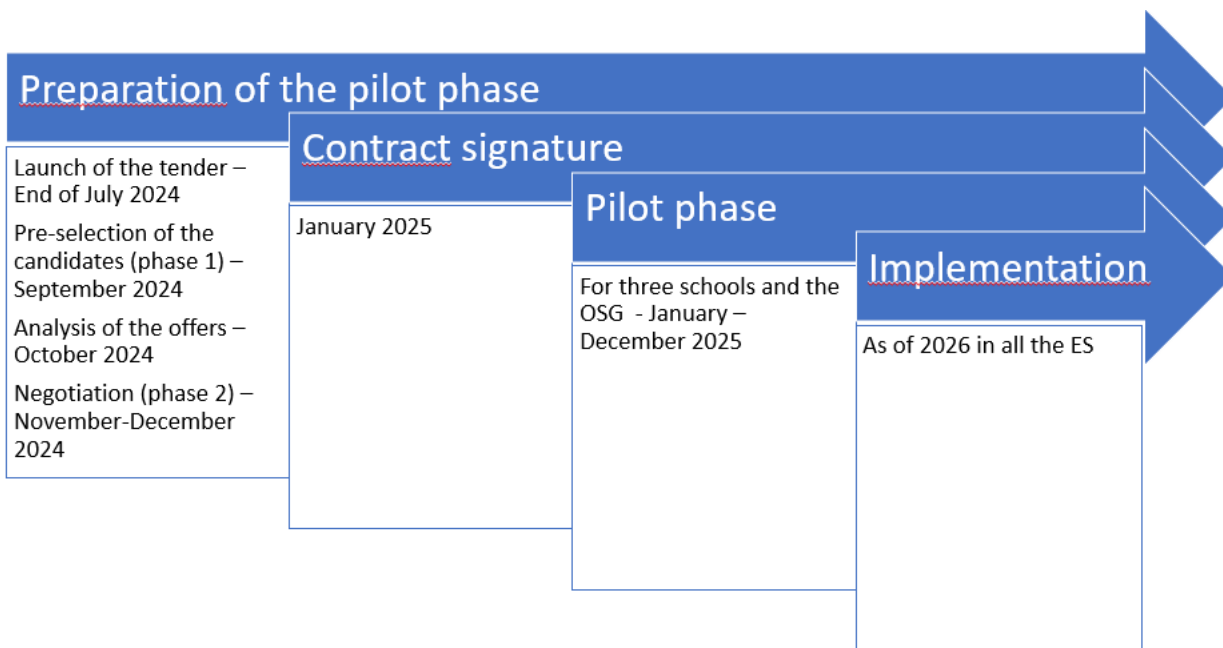
The HR Digital platform must include a Change Log for audit purposes including all relevant information and history of changes. Access to and search of Audit logs should be available for main HR Digital platform administrator roles.

11. IMPLEMENTATION TIMELINE

The HR Digital platform shall firstly in a pilot phase be implemented in the OSGES and three ES, one in Belgium, one in Germany, and one in the Netherlands. The OSGES will lead the implementation process. Together with the two pilot schools, it will ensure the definition of the methodology concerning all processes of implementation, integration, training, support, assistance, and project management.

The SG will validate the work carried out by the Tenderer.

The SG expects the Tenderer to adhere to the highest and professional standards in their work. In particular, the methodology and the techniques used to meet the requirements of the tender shall derive from accepted standards of the profession.



It is foreseen to implement the HR Digital platform in a first step in 2025 in three pilot Schools (ES Brussels III, ES Munich, and ES Bergen,) plus at the OSGES. These three entities shall test the suitability of the platform for the whole system, streamline processes and assess after a test phase the possible efficiency gains of the implementation. After a successful pilot phase, the HR Digital platform shall be implemented as of 2026 in all other ES.

In total the pilot phase shall cover around 800 – 850 employees (90 at the OSGES, 300-350 in two big Schools such as ES Brussels III and Munich, and 80 in a small School such as ES Bergen).

The second phase would then cover the remaining 2.700 staff members working for 10 Schools.

During the pilot phase it is expected that the selected service provider ensures the

- implementation of all different user and administrator roles;
- edition of all necessary settings (adopted to Belgium, Germany and the Netherlands);
- customizing of workflows and processes;
- uploading of supporting documents (in mass).

If the pilot phase is successful, the HR Digital platform shall thereafter be implemented in all remaining Schools and the selected service provider shall support again with above mentioned tasks.

12. TRAINING

Designated members of the **ICT Unit at the OSGES** shall receive a comprehensive training so that they may link the HR platform with other systems used in the ES system such as SAP, SAP HCM, Untis etc. (via APIs);

The members of the **HR Unit at the OSGES and designed colleagues in the pilot Schools** shall receive comprehensive training on all modules. It shall enable them to:

- experts in the use of the HR platform;
- create and modify roles and access rights;
- adopt settings according to local needs;
- support staff members in the daily use of the HR platform.

All modules must be provided with on-line training support and corresponding manuals. High-level support for designated users in case of troubles should be provided.

13. ANNEX

1. Annex 1: Documents to be provided (Phase 1)
 - 1.1. Tenderer's identification form
 - 1.2. Questionnaire concerning Joint tenders
 - 1.3. Subcontracting
 - 1.4. Entity on whose capacities is being replied
2. Annex 2: Declaration on honour (Phase 1)
3. Annex 3: Quality of the offer (Phase 2)
4. Annex 4: Financial offer (Phase 2)
5. Annex 5: Documents to provide (Phase 2)
6. Annex 6: Draft FWC
7. Annex 7: DPA