

# Request for Proposal

Diagnostic tool for the Rise programme

Public European tendering procedure

Publication  
number

Status  
Version  
Date

concept  
V 0.9  
25 maart 2022

Closing date: 6 mei 2022

# Introduction

**This Request for Proposal (RfP) is part of the European Public Procurement Diagnostic tool for the Rise programme for the benefit of Techleap.nl.**

**The Contract concerns the award of one Contract to one Tenderer. The Assignment provided under the Agreement concerns services as described in section 2.3.3.**

**You can submit a Tender on the basis of this RfP.**

**The deadline and time for submitting your Tender is 6-5-2022 at 15:00 CET.**

**In this RfP you will find the information and instructions to prepare and submit an Application.**

**We wish you every success with the elaboration.**

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## 1

## CONCEPTS

# Concepts

|                            |                                                                                                                                                                                                                                                                                                          |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Appendi(s)(ces)            | Documents attached in and/or to the RfP, Chapter 7. These Appendices are an inseparable part of this RfP.                                                                                                                                                                                                |
| PPA                        | Public Procurement Act 2012, Law of 1 November 2012, containing rules on procurement. This law was published on 8 November 2012 in the Official Gazette number 542 and amended on 1 July 2016 in connection with the implementation of the procurement directives 2014/23/EU, 2014/24/EU and 2014/25/EU. |
| Request for Proposal (RfP) | The present document that expresses the needs of Techleap.nl.                                                                                                                                                                                                                                            |
| Combination                | A Combination consists of several main contractors who jointly submit a Tender as one Tenderer.                                                                                                                                                                                                          |
| Award Criteria             | The Award criterion in this tender procedure is the 'Most Economically advantageous tender' (see Article 2.114 Aw.) on the basis of the best price-quality ratio and is further elaborated in this RfP.                                                                                                  |
| Tenderer                   | An entrepreneur who can submit a Tender on the basis of this RfP.                                                                                                                                                                                                                                        |
| Tender                     | The binding offer submitted by Tenderers on the basis of the RfP.                                                                                                                                                                                                                                        |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimal requirements      | The minimum requirements that a Tenderer must meet in order to be eligible to participate in this procurement procedure. Techleap.nl shall lay down minimum requirements as regards financial standing and technical ability.                                                                                                                                                                                                                                  |
| Memorandum of Information | Document containing the anonymised questions and answers to questions from (potential) Registrants, as well as any changes to the RfP and/or Appendices. The Information Note forms an integral and binding part of this RfP and prevails over the provisions of this RfP. If more Information Notes are published, in the event of a conflict between the Information Notes, the provisions of the most recent version of the Information Note shall prevail. |
| Subcontractor             | A third party who, as a natural person or legal entity, is engaged by the Contractor to carry out (a substantial part of) the execution of the work resulting from this tender or agreement under the responsibility and direction of the Contractor. Subcontractor is also understood to mean a subsidiary or sister company.                                                                                                                                 |
| Contractor                | The Tenderer to whom Techleap.nl grants a Contract.                                                                                                                                                                                                                                                                                                                                                                                                            |
| Contract                  | The supply of a partner that attains, implements and maintains a diagnostic tool that feeds our deep dive discussions and captures essential due diligence data on the companies in our program for the benefit of Techleap.nl .                                                                                                                                                                                                                               |
| Agreement                 | An agreement between the Techleap.nl and the Contractor with the aim of laying down the conditions regarding the Contract to be awarded for a certain period of time.                                                                                                                                                                                                                                                                                          |
| Grounds for exclusion     | The grounds of exclusion as mentioned in articles 2.86 and 2.87.                                                                                                                                                                                                                                                                                                                                                                                               |
| Conditions                | The General Government Conditions for IT agreements 2018 (ARBIT-2018).                                                                                                                                                                                                                                                                                                                                                                                         |
| Working days              | Calendar days, except weekends and public holidays.                                                                                                                                                                                                                                                                                                                                                                                                            |

# 2

## GENERAL

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# General

Before you is the RfP in the context of the European Public Procurement Diagnostic tool for the Rise Programme for the benefit of Techleap.nl. You will be given the opportunity to submit a Tender on the basis of this RfP.

## 2.1 READING GUIDE

This RfP contains, among other things, information about the tender procedure, the requirements and content that the Tender must meet and the Award Criterion. The assessment procedure is also described.

This chapter describes the Techleap.nl, followed by a global description of the Assignment. Chapter 3 describes the procurement procedure with the applicable rules. Chapter 4 contains the qualitative selection criteria. Chapter 5 describes the award procedure and the wishes. Chapter 6 contains the requirements. Finally, chapter 7 contains the Appendices.

## 2.2 TECHLEAP.NL

Techleap.nl is a non-profit publicly funded organisation helping to quantify and accelerate the tech ecosystem of the Netherlands. Empowering people and their tech companies to scale with programmes and initiatives for improving access to capital, market and talent. From international missions to diversity training, Techleap.nl targets all areas of the ecosystem. Special Envoy for Techleap.nl is Constantijn van Oranje.

The programmes that Techleap runs include our flagship programme Rise and our deep tech Pole Position programme.

## 2.3 ABOUT THE RISE PROGRAMME

Rise is an exclusive programme for serious tech players. In a trusted environment, scaleup founders share and discuss their growth challenges during tailor-made sessions with experienced entrepreneurs and scaling experts. Every quarter we select 10 companies to join the programme. It's free, and we don't seek equity.

The programme is targeted at tech scaleups that are ready to scale, i.e. have a clear product-market fit, raised 3-5M euros OR 1M ARR, 30+ FTE, and have a product that makes them unique. The main deliverables for participating founders are honest insights through peer-to-peer discussion led by experienced entrepreneurs, connections with partners, founders, investors among many others, and a sense of awareness/motivation to aim for the moon.

The various phases in the 3-month programme are :

- Selection & intake: in this phase we want to get to know the companies and their potential blockers to growth. We need data insights and based on this we will have a deep dive conversation with the management team.
- Sessions: kick-off dinner with peers followed by 6 sessions with various themes (talent, capital, going international, go2market, product & IP, and operations), and a closing event called Connection Day.
- After Connection Day the scaleups become part of the Rise alumni group for which Techleap.nl organises events: for CXOs, AMA's with entrepreneurs, networking and fundraising events etc.

## 2.4 THE CONTRACT

### 2.4.1 SCOPE OF WORK

The scope concerns the selection of a partner that attains, implements and maintains a diagnostic tool that feeds our deep dive discussions and captures essential due diligence data on the companies in our program.

The goal of the deep dive conversation is to gain a better understanding of the challenges and pitfalls of the Rise companies, and to highlight where their focus should lie in the future and equally capture key data on the individual company that can be used at an aggregated level when needed. These deep dives feed our overall understanding of the scaleup ecosystem and allow the Netherlands as a whole to improve its infrastructure for upcoming start- and scaleups.

The in depth conversations run by senior executives of Techleap.nl and the management team of the scaleup.

The tool obtained from our partner should allow for easy-to-use data collection, be quick to complete for applicants, and generate an automated report for external use amongst other features explained in this proposal.

This tool for batch tracking and management should include the following features to make its use optimal and to adhere to the following 'preconditions':

1. All data should be fully owned and managed by Techleap.nl.
2. Reports should be visual and easy to understand and can be interpreted by Rise and founders without the help of a third party.
3. Relevant & easy-to-use data collection for tracking purposes
4. Relatively fast to complete for the applicant(s) <30 min
5. Structured data capture in Techleap.nl-owned data-base
6. Automated report generation for external use (applicant companies) including a quarterly overview of patterns and findings
7. Portfolio data dashboard features & functionality including automated digital report overview for internal use for the Rise team (Integration with CRM tool)

The report should be a clear evaluation of the company with valuable insights in its necessary areas of focus. The report will be used by Techleap.nl for a deep dive conversation with the founder, creating a strong base of understanding before diving into the expert sessions. In particular, the report should include the following elements:

- Vision topic : is there a clear vision that shows what the company is trying to build.
- Team performance / leadership positions : showing the ambidexterity of its leadership team, in other words, are there enough specialists or still too many generalists.
- Benchmarking the company with other scaling companies (preferably on a stall-up to scale-up ratio or other way that is clear and easy to understand for the founders)
- General metrics and highlighted challenges of the company
- Ideal customer & go2market strategy

The service must be carried out in accordance with the requirements and wishes as included in this RfP (incl. Appendices).

It is possible that modules and new technologies (which are in line with the certain scope) that do not yet exist or are not yet feasible at the time of Tender, will be applied during the term of the agreement. Should this situation arise, no additional assignment needs to be carried out. Any future additions will be concluded under the conditions and agreement as agreed during this tender. Legal obligations and/or changes can also be implemented without material change.

- **For this Contract, the following CPV codes apply:**

79400000-8 Business and management consultancy and related services

## **2.4.2 OBJECTIVES**

Below you find an overview of the needs in terms of internal and external resources, data sources, tools, and infrastructure in order to provide the insights required for informed/data-driven decision making.

- **Online use (SaaS) solution** - technical application support and management of data dashboard and reporting structure. It should attain, implement and maintain (host and tech. support) the scans that produce the report.
- **Optimal data input** - The process of data-collection is optimized to eliminate any overlap and reduce the amount of input required for developing reports (max. 30 min. needed from applicants). Effectively increasing the overall participant experience and reducing resource demands from the Rise team.
- **Automation** - Implementing automation where possible to reduce time-to-insight, decrease reliance on execution resources, enable self-assessments and automatic report generation.
- **Portfolio management/progress tracking** - Include reporting functionality that is required for the batch management team to perform quarterly progress tracking
- **Data visualization** - Create more easy-to-understand insights in the reports and/or dashboard in terms of benchmarks that are represented in intuitive data visualizations. In addition, offer a quarterly overview of the data and changes between the batches.
- **Ownership data** - All data fully owned and managed by Techleap.nl.
- **Optimal cost-benefit ratio** - The costs-benefit ratio is optimal due to the use of existing platforms which are configured to meet the requirements of the Rise team.
- **Legacy** - With an own assessment tool it will be possible for Techleap.nl to work with a 3rd party/consortium to further develop the tools/database as all data is owned by Techleap.nl and terms for the collaboration can be set by Techleap.nl to ensure it serves the wider ecosystem.

### 2.4.3 LOTS

No lots shall be used in this tender; the reason for this is that Techleap.nl, given the importance of the coherence of the entire service, sees the Contract as a whole.

The use of multiple lots also leads to additional administrative burdens and therefore to a limitation in creating maximum added value.

### 2.4.4 TERM AND AGREEMENT

Techleap intends to conclude an agreement with one solid party until Techleap's end date (June 2023).

The solution should preferably be implemented and accepted close to the 1st of June 2022.

Techleap uses the following principles:

1. The effective date of the Agreement is 5th of June 2022 or earlier as possible.
2. Techleap guarantees a term of 1 year, of course subject to the general right of Techleap to dissolve an agreement due to a failure of the Contractor.

3. At the end of this period of 1 year, there is a unilateral right for Techleap to terminate the Agreement by termination for a period of 1 year.
4. At the end of this 1 year, there is the right for both parties to terminate the Agreement by termination.

The Agreement governs the legal basis. Topics such as contract structure, finances liability, intellectual property, etc. are centrally regulated here.

#### 2.4.5 PLANNING

A timetable for the present tendering procedure is set out below:

| Definition                        | Data                   |
|-----------------------------------|------------------------|
| Announcement and Upload RfP       | 25-3-2022              |
| Deadline for submitting questions | 15-4-2022              |
| Upload Information Mol            | 22-4-2022              |
| Deadline for submission Tender    | 6-5-2022, 15.00 CET    |
| Assessment                        | t/m 12-5-2022          |
| Intention to award                | 13-5-2022              |
| End of stand still period         | 3-6-2022               |
| Expected Agreement Effective Date | asap after final award |

*Table: global planning*

*Techleap.nl reserves the right to change the indicated time schedule (with the exception of the legal minimum periods). Tenderers will be informed about this in good time.*

# 3

## PROCEDURE

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# Procedure

This chapter describes the procurement procedure. The following sections elaborate on the different steps in the procurement procedure.

## 3.1 GENERAL

The client for this European tender is:

Techleap.nl  
Fred. Roeskestraat 115  
1076 EE Amsterdam

Techleap.nl is supported for the implementation of this European tender by:

EMTIO  
Hein Machielse  
[www.emtio.nl](http://www.emtio.nl)

## 3.2 GENERAL REQUIREMENTS

This tender was officially announced via [www.tenderned.nl](http://www.tenderned.nl). Techleap.nl uses TenderNed to communicate changes or additions to the market. The Tenderer is and remains responsible for following TenderNed as well as requesting e-Recognition and downloading the relevant documents.

In addition, the following general rules apply:

- The submission of a Tender means that the Tenderer agrees to the provisions of the tendering procedure.
- Industry terms and conditions or general terms and conditions of the Tenderer are expressly not applicable.
- This procedure is exclusively governed by Dutch law.
- Disputes will be settled by the preliminary relief judge of the District Court of Amsterdam.

### 3.3 GUIDELINES AND PROCEDURE

This tender is based on the Public Procurement Act 2012. For this tender, Techleap.nl opted for the European public procedure (Article 2.26 ).

The public procedure was chosen because there is a limited number of suitable entrepreneurs active on the market. Techleap.nl also considers that the use of the public procedure keeps transaction costs at the lowest desirable level for both herself and tenderers.

If trademarks, certificates, patents, types or a particular origin are indicated in this RfP, the Registrant must read this with the addition "or at least demonstrably equivalent", unless it concerns a representation/indication of the current and desired situation. The responsibility for demonstrating the minimum equivalence lies with the Tenderer and must already be demonstrated at the time of Tender (Article 2.78). Demonstrating minimum equivalence can be done by offering a comparison in the most important properties and/or characteristics of the product, certificate, etc. The assessment of the minimum demonstrable equivalence shall be carried out by the contracting authority.

#### 3.3.1 PROVISIO

This procurement procedure does not impose any obligations on Techleap.nl other than the obligation to comply with the procedure described in this document.

Techleap.nl explicitly reserves the right to cancel the tender procedure in whole or in part at any time during the tender procedure without tenderers being able to claim compensation for any resulting damage or loss of profit.

The final award of the Contract may not take place until after a competent decision in this respect has been taken by Techleap.nl.

### 3.4 ANNOUNCEMENT

As part of the public tender, Techleap.nl placed the official notice on [www.tenderned.nl](http://www.tenderned.nl) on 31-3-2022. This RfP is identical to the announcement published on [www.tenderned.nl](http://www.tenderned.nl) and freely accessible to everyone.

## 3.5 INFORMATION EXCHANGE

### 3.5.1 FURTHER INFORMATION ABOUT THE RFP

The questions and/or comments must be asked exclusively via the TenderNed platform. When asking questions and/or making comments, it should be clearly indicated to which part of the procurement guidance the question relates.

Anonymised questions to clarify this tender must be submitted via TenderNed at the latest by the date and time specified in the planning, stating the name of the tender. Questions received after this date will in principle not be answered and will not be further processed.

In this way, only during the first round of questions, see below, questions can also be asked and suggestions can be made with regard to the concept of the Agreement. If you wish to make changes to the provisions of the Agreement, you must make text proposals.

Changes or additions must always be submitted with reasons. Phrases such as: 'not acceptable' and 'do not agree' without any motivation will not be adopted. Techleap.nl will then determine whether the article in question can be amended, but is in no way obliged to adopt proposals for amendments. Such an adjustment will then also be communicated to you in the Memorandum of Information. After this, no changes are possible to the Agreement. The Tenderer must agree to the provisions.

All questions are answered in writing and anonymously via TenderNed. The Memorandum of Information will be published on TenderNed on 22-4-2022 (or as much earlier as possible). The questions must be received no later than 15-4-2022, 12:00 CET.

The Memorandum of Information is a supplement to this RfP and the information as expressed in the Memorandum of Information prevails over the provisions of this RfP.

Verbal promises or agreements have no legal force, unless they have been confirmed in writing by means of a Memorandum of Information via TenderNed.

### 3.5.2 COMMENTS ON THE RFP

This document with the accompanying Appendices has been compiled with great care. Techleap.nl, the Tenderer requests that any imperfections, alleged procedural errors, ambiguities and/or (counter)inconsistencies concerning the documents be reported immediately, but no later than the date and time at which the written questions must have been submitted to the contact person of the tender. This period is used to give Techleap.nl the opportunity to answer questions, to review an objection and to give potential Tenderers a reasonable period of time to be able to process any adjustments. However, Techleap.nl asks interested tenderers not to wait until the last minute to ask questions.

If, after the closing date of the submission of Tenders, it appears that the tender documentation contains imperfections and/or procedural errors and/or ambiguities and/or (counter)inconsistencies and these have not been reported by the Tenderer,

this will be done in favor of Techleap.nl be explained. In that case, the Tenderer has processed his rights to invoke those imperfections and/or procedural errors and/or ambiguities and/or (counter)inconsistencies (whether or not in court). Obvious errors or omissions in the text of the procurement documentation do not bind Techleap.nl under any circumstances.

By submitting a Tender, Registrants accept the above.

### **3.5.3 SUBMIT CLOSING DATE TENDER**

The Tender must be received by Techleap.nl on TenderNed no later than **6-5-2022 at 15:00 hours CET**. Immediately after the expiry of the Tender period, the Tender vault will be opened.

The risk of delay during dispatch and/or due to incorrect addressing is entirely at the expense of the Tenderer. For this reason, tenderers are advised not to wait until the very last moment to upload the Tender via TenderNed.

### **3.5.4 APPLICABLE LAW AND DISPUTES**

Both this tender procedure and the Agreement to be concluded are governed by Dutch law. The applicability of the Vienna Sales Convention is excluded. All disputes arising from this tender procedure will be settled exclusively by the competent court in the district of Amsterdam.

Tenderers shall notify their objections to parts or parts of the procurement procedure, to parts of the information provided or to other aspects related to the procurement procedure, to Techleap.nl as soon as possible by sending an e-mail message to: Hein.machielse@emtio.nl

always stating: formal objection to the tendering procedure (subject matter: diagnostic tool Rise programme).

The period within which the award decision must be challenged in court shall be 20 calendar days from the date of the award decision. Within this period, a summons must be served at the address of Techleap.nl. If this period is exceeded without legal proceedings having commenced by means of a summons for interim measures, any right to do so shall lapse.

A tenderer wishing to object is requested to request dates for impediment from Techleap.nl in advance.

### **3.5.5 COMPLAINTS**

If the Tenderer cannot agree with the response in the Memorandum(s) of Information, the tenderer is free to submit a complaint to the complaint reporting point of Techleap.nl. The person handling the complaint on behalf of the complaints hotline is not involved in the procurement procedure, nor in the preparation of the procurement documents.

The complaint must be submitted in writing or by e-mail using the contact details below. The Tenderer is expected to submit the complaint at the earliest possible stage.

In any case, the following information must be stated in the complaint:

1. date of submission of the complaint
2. name and address of the undertaking on whose behalf the complaint is lodged
3. name and contact details of the company's contact person in relation to the complaint
4. characteristic of the procurement procedure
5. reasoned description of the complaint
6. description of how the complaint can be remedied according to the complaining company.

Upon receipt of a complaint, the complaint reporting point sends an acknowledgement of receipt of the complaint together with a description of the complaints procedure. The complaints reporting point will then deal with the complaint as soon as possible and inform the tenderer in writing of his opinion. The lodging of a complaint does not suspend the tendering procedure. The Techleap.nl shall be free to decide, where appropriate, to suspend the procurement procedure. If Techleap.nl so decides, tenderers shall be informed in writing.

European Contracting Authority complaints Techleap.nl  
E-mail address: [info@techleap.nl](mailto:info@techleap.nl)

always stating: formal objection to the tendering procedure (subject matter: diagnostic tool Rise programme).

Participants in the tender are obliged to first make a complaint as referred to in this paragraph known to Techleap.nl before starting summary proceedings ,on pain of forfeiture of rights.

## **3.6 GENERAL REQUIREMENTS FOR TENDER AND FORMAL REQUIREMENTS**

Om to ensure that the Tenders are practically manageable and at most comparable, general requirements and formal requirements have been drawn up for the Tenders.

### **3.6.1 LANGUAGE**

The Tender must be entirely in the English language. Communication during the procedure can be done in English. Contracting will take place in the English language.

### **3.6.2 SIGNATURE**

The Tender must be signed by one or more persons authorized to bind the tendering undertaking. It should be possible to determine jurisdiction on the basis of data from the Trade Register. In the event that a Combination submits a Tender, the Tender

must be signed by all participants in the Combination. It is allowed to add a power of attorney to the Tender in connection with the power of representation.

### 3.6.3 CONTACTS

In the Tender, the following information must be included from the contact person on the part of the Tenderer, in the tender letter:

- Name
- Function
- Organizational unit, where the contact person works
- Office address
- Phone number
- E-mail address

### 3.6.4 COMPLETENESS AND CLASSIFICATION TENDER

The Tenderer must be complete and legally valid: all requested supporting documents and other information must be enclosed and the Tenderer is requested to answer all questions mentioned in this RfP, both general and specific. In addition, the Tenderer must be authorized to enter into the Agreement referred to in this RfP.

It is not permitted to change fixed texts and layouts in forms and Appendices. The Tender must be uploaded as a ZIP file on TenderNed and contains the following files. The Tender must be built up in accordance with the following overview:

| Omschrijving                                                                                                                                                           | Bestandsnaam                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| 1. Offer letter (o.m. contact details, see section 3.6.3.)                                                                                                             | 01Offer letter_<Company>                           |
| 2. European Single Procurement Document, see section 4.1 and Appendix 7.4                                                                                              | 02ESPD_<Company>                                   |
| 3. Declaration of posting (only submission if relevant). Number the copies according to the quantity that is returned: 03a, 03b, etc. see section 4.5 and Appendix 7.5 | 03Declaration_<Company>                            |
| 4. Answering Questions, as referred to in 5.1.3                                                                                                                        | 04Answering_<Company>                              |
| 5. Completed Declaration of Conformity requirements as referred to in Appendix 7.2                                                                                     | 05Declaration of Conformity requirements_<Company> |
| 6. Completed reference templates). Number the specimens according to the quantity that is returned: 06a, 06b, etc. see section 4.3 and Appendix 7.6                    | 06References_<Company>                             |

*Table 2: Tender Format*

### **3.6.5 SECRECY**

The Tenderer shall observe strict confidentiality with regard to all information known to him or Techleap.nl. He will not make the information available to him available to third parties and will only disclose it to his staff insofar as this is necessary for making the tender or – if and to the extent applicable – for the execution of the assignment.

Techleap.nl acknowledges the confidentiality of the Tenderer's tender and will not make the information known to it available to third parties. In the context of the statement of reasons for the award decision, it will be necessary, where appropriate, to publish information from the tender. The Tenderer acknowledges this.

### **3.6.6 VALIDITY**

The Tender is valid at least three months after the deadline. Until that date, it has the character of an irrevocable offer. The Tender shall, except where requested, not contain any reservations with regard to future developments on the part of the Tenderer.

If an objection is made to the award decision, tenderers are requested to extend the validity of the Tenders until at least two weeks after the date of the summary judgment.

### **3.6.7 COSTS OF TENDER**

No costs can be charged in connection with the issuing of the Tender and the work to be carried out for it.

### **3.6.8 OTHER REQUIREMENTS AND CONDITIONS**

- All prices, rates and costs offered are stated in euros, specified as much as possible, including travel costs, excluding VAT.
- Travel time, hotel costs and parking costs cannot be charged.
- Costs that are not mentioned in the Tender, but nevertheless prove to be necessary for the proper functioning of the products and/ or services supplied by the Tenderer, are for the account of the Tenderer.
- The Tenderer declares that it agrees that price changes will not take effect until after written approval by Techleap.nl.
- The Tenderer is not permitted to tender manipulatively. In this context, this means that the tenderer uses an improper means to avoid competition from co-tenderers or that the criterion announced for the assessment of the most economically advantageous tender is misused, thereby frustrating the assessment methodology used by Techleap.nl.

## **3.7 ASSESSMENT PHASE**

### **3.7.1 PROCEDURE OF ASSESSMENT**

The evaluation of the Tenders will take place according to the following steps:

1. Opening of the Tender Vault in TenderNed.

2. Checking Tenders for formal requirements.
3. Testing the suitability of the tenderers' companies against the Exclusion Grounds and Minimum Requirements.
4. Testing the Tenders against the requirements referred to in Chapter 6.
5. Assessment of Tenders on the basis of the Award Criterion according to section 5.1.

### **3.7.2 VERIFICATION OF TENDERS FOR FORMAL REQUIREMENTS**

The Tenders received on time are first checked for the formal requirements. If the formal requirements are not met, Techleap.nl may exclude the Tender from further participation in the tender.

The Tender must be valid and complete. Valid means that, where requested, the documents have been validly signed by a competent official from the commercial register.

To this end, the hardcopy must be signed with a so-called "wet" signature and it is sufficient to use a digital scan of this hardcopy for the Tender. The original hardcopy with wet signature is a means of proof and can be retrieved and, within two (2) working days, submitted at the request of the contracting authority for verification.

Complete means that all documents to be submitted are also submitted factually and completely in the manner prescribed in this specifications. An incomplete tender is excluded from the further evaluation procedure. The contracting authority reserves the right to inquire on minor elements (other than the award criteria) or to have incomplete or missing information completed by the tenderer, only if it concerns an ambiguity, minor defect or manifest omission which does not affect the principle of equal treatment.

The contracting authority considers the absence of a tick or several ticks in the ESPAs, if the relevant ground for exclusion does not actually apply to tenderers, as a minor defect as well as evidence that endorses a declaration of tenderer but has forgotten to attach. The deadline for the complete and correct delivery of the information requested in the enquiry is a maximum of two (2) working days. Where the contracting authority proceeds with such a request and tenderer also fails to provide the requested information in full or does not provide it in due time, or if the information still does not comply at that time, this means exclusion from participation in the procedure.

Tenderer must submit an unconditional tender otherwise the tenderer will be excluded from the tender. This means that there are no 'ifs and buts' attached to the Tender. In addition, the standard declarations in the annexes to this RfP must be completed in the requested manner and signed specifically requested. It is expressly not permitted to change the fixed text of standard forms.

A Tender under conditions or reserved or an incomplete and/or invalid Tender will be set aside and excluded from further assessment.

### **3.7.3 ASSESSMENT ON THE GROUNDS FOR EXCLUSION AND THE MINIMUM REQUIREMENTS**

Tenderers shall then be found to have:

- no Grounds for Exclusion apply to the company of the Tenderer(s) and/or its Subcontractor(s);
- the tenderer's business meets the minimum requirements of technical and economic and financial standing laid down.

Should grounds for exclusion apply to the undertaking of a Tenderer or should it become apparent that the undertaking of a Tenderer does not have the necessary technical or economic and financial standing, Techleap.nl shall set aside the Tender.

### **3.7.4 TESTING THE TENDERS AGAINST THE REQUIREMENTS**

It will then be examined whether the Tender meets the requirements referred to in Chapter 6. If the Tender does not meet one or more requirements, the Tender will not be included in the further assessment.

### **3.7.5 ASSESSMENT ON THE AWARD CRITERION**

Subsequently, the Tenders will be assessed on the basis of the chosen Award Criterion. The award is described in Chapter 5.

### **3.7.6 AWARD AND OBJECTION**

Techleap.nl decides on the basis of the test of the Tender against the Award Criterion to which Tenderer(s) he intends to award a Contract.

Techleap.nl then communicates the award decision to all tenderers for the tender. Notification of the award decision does not imply acceptance of the offer of the Tenderer eligible for the award of a Contract. Techleap.nl, on the other hand, consults with the tenderer who is eligible for the award immediately after notification of the award decision.

For making an objection, the legal objection procedure is applied. The following applies:

- Techleap.nl should be informed of any objections without delay.
- The objection period (including bringing an action for interim measures) is a maximum of 20 calendar days after the date of the award decision.
- The District Court of Amsterdam has exclusive jurisdiction to hear any legal proceedings.
- A copy of the preliminary summons must be provided to Techleap.nl via TenderNed at the same time as requesting a date for summary proceedings.
- After the expiry of the aforementioned period, your right to object to the decision in question has lapsed.
- Failure to comply with the above rules will result in inadmissibility of the objection.

### 3.7.7 VERIFICATION PHASE

By determining the provisionally winning Tenderer, the award phase is concluded. However, the Contract has not yet been definitively awarded. During the standstill period, the Tenderer enters the verification phase together with Techleap.nl. During this phase, (only) the provisionally winning Bidder will have the opportunity to show what his offer looks like in concrete detail.

If it appears that the Tender of the provisional winner does not (fully) meet what is required, this Tender will still be declared invalid. Following this, the same verification process will be started with the Tenderer, who finished as number 2 earlier in the procedure. This procedure shall be repeated until a definitive award can be made to a Tenderer and a Contract can be concluded with that Tenderer, or until it appears that no valid Tenders have been submitted.

After completion of the verification phase, the implementation phase begins. The European tender has now been definitively completed.

## 3.8 COMMUNICATION

The Tenderer is not permitted to contact employees of Techleap.nl and/or other participants in the project team, other than the contact person. All communication takes place via TenderNed.

Only in the event that TenderNed does not work, you can contact us via the following e-mail address: [hein.machielse@emtio.nl](mailto:hein.machielse@emtio.nl) stating "Public European Tender Diagnostic tool Rise programme".

If the above rules are violated, this may lead to immediate exclusion from further participation, regardless of the stage of the procurement.

## 3.9 CLARIFICATION

If Techleap.nl has not received sufficient information about the Tenderer and his offer on the basis of the Tender, Techleap.nl may decide to ask clarification questions. In that case, the Tenderers must answer these questions via TenderNed within two working days.

# 4

## QUALITATIVE SELECTION CRITERIA

|            |                                              |           |
|------------|----------------------------------------------|-----------|
| <b>4.1</b> | <b>European Single Procurement Document</b>  | <b>20</b> |
| <b>4.2</b> | <b>Grounds for exclusion</b>                 | <b>21</b> |
| <b>4.3</b> | <b>eligibility requirements</b>              | <b>21</b> |
| <b>1.</b>  | <b>Tender by a combination</b>               | <b>24</b> |
| <b>4.4</b> | <b>Tender with recourse to third parties</b> | <b>24</b> |
| <b>4.5</b> | <b>Subcontracting</b>                        | <b>24</b> |
| <b>4.6</b> | <b>Number of Tenders per company</b>         | <b>25</b> |

# Qualitative Selection criteria

This chapter discusses the criteria for qualitative suitability of tenderers.

## 4.1 EUROPEAN SINGLE PROCUREMENT DOCUMENT

The Tenderer must demonstrate that he is a suitable candidate on the basis of the mandatory and optional Grounds for Exclusion and suitability requirements (economic and financial standing and technical ability) which are further elaborated in sections 4.2 and 4.3. To this end, a competent official of the Tenderer shall complete the European Single Procurement Document (ESPD), sign the ESPD and add it to the Tender.

The use of ESPD implies that for the mandatory and optional Exclusion grounds and the suitability requirements, only the ESPD is issued, without the Tenderer having to provide further information/supporting documents as part of his Tender.

For all mandatory and optional exclusion grounds covered by section 4.2 and the suitability requirements covered by section 4.3, this evidence must only be submitted by the selected Tenderer at the request of the OU after the provisional award decision.

The corresponding additional requested documents or evidence as described in this RfP must be submitted at the request of Techleap.nl, **within seven (7) calendar days**.

## 4.2 GROUNDS FOR EXCLUSION

The submitted Tender of the Tenderer is first checked for Exclusion grounds (e.g. bankruptcy, false declarations, etc.). The grounds for exclusion are included in the ESPD (Appendix 7.4). If a Tenderer is subject to a Ground for Exclusion, and Techleap.nl does not decide to waive exclusion on one of the grounds referred to in Article 2.88 Aw, the relevant Tender will be set aside and will not be eligible for further (substantive) assessment.

By completing and signing the ESPD, the Tenderer declares that the circumstances as stated in this declaration do not apply to the Tenderer's company and that the Tenderer will provide any required supporting documents/statements as referred to in Article 2.89 aw at the first request of Techleap.nl during the verification phase.

If exclusion grounds apply, the Tenderer will be excluded from further participation in the tender procedure, unless, in the opinion of Techleap.nl, there are self-cleaning measures (measures that allow a company to demonstrate that its behavior has been adjusted and that the offence will not happen a second time) that do not justify an exclusion.

### 4.2.1 EVIDENCE

In order to prove that the above circumstances do not exist, the following supporting documents must be submitted.

1. A tenderer can demonstrate by means of an extract from the Trade Register that the exclusion ground referred to in Part III C of the ESPD does not apply to him. This means of proof must only be issued after Techleap.nl makes a request to do so and may not be older than three months at the time of submission.
2. A Tenderer may demonstrate by means of a Declaration of Conduct for Tendering, which at the time of submitting the Tender is not older than two years, that the Exclusion Grounds referred to in paragraph 4.2, insofar as it concerns a final conviction or a final decision for violation of the competition rules, do not apply to him. A Declaration of Conduct Tendering can be requested via <http://www.justis.nl/Producten/gedragsverklaringaanbesteden>. This means of proof should only be issued after Techleap.nl so requests.
3. A Tenderer can prove by means of a statement from the Tax Authorities, which at the time of submitting the Tender is not older than six months, that the Exclusion Ground referred to in Part III C of the ESPD does not apply to him. This means of proof should only be issued after Techleap.nl so requests.

If a signed ESPD (Appendix 7.4) is not part of the Tender, the Tender will be excluded from further assessment.

## 4.3 ELIGIBILITY REQUIREMENTS

After checking the grounds for exclusion, the suitability of the Tenderer for the performance of the service is determined. Various criteria have been established for

determining suitability. All eligibility requirements are Minimum Requirements. This means that for each individual requirement, a minimum corresponding to this invitation to tender has been set which the Tenderer must meet. The Tender of a Tenderer who does not meet one or more of these suitability requirements is set aside and is not eligible for further (substantive) assessment.

In Part IV of the ESPD (Appendix 7.4), the Tenderer declares that his undertaking meets the requirements relating to financial and economic standing.

#### **4.3.1 FINANCIAL AND ECONOMIC CAPACITY**

1. Annual accounts. In order to assess the financial standing, there should be no negative (equity) capital on the basis of the (provisionally) adopted annual accounts of the past two years (2020 and 2021). If the (equity) capital is positive by providing subordinated loans (liable capital) with a short term (up to three years), the (equity) capital is considered to be negative.
2. Annual accounts. In the most recent financial statements there is no question of continuity risk (according to a continuity paragraph).
3. Risks. At the moment or in the near future, the tenderer's company does not have any present or possible risks that could affect the continuity of the organisation.
4. Insurance. The Tenderer has adequate professional liability insurance. The Registrant must be insured for at least 250,000 euros per event, whereby the number of events per year is not limited. The Tenderer must remain insured for the duration of the Agreement.

#### **4.3.2 TECHNICAL ABILITY**

in this context, Techleap.nl imposes minimum technical competence requirements on tenderers. Techleap.nl may require the Tenderer to further substantiate or provide evidence of the information provided in response to the provisions of this paragraph.

In Part IV of the ESPD (Appendix 7.4), the Tenderer declares that his undertaking meets the requirements relating to technical competence (with the exception of those set out in point (g) below).

1. References, provided with a 'satisfaction statement' to be signed by a sponsor with which the Tenderer demonstrates the following core competencies and meets the following preconditions. The references may not be older than two years from the time of submission of the Tender. The core competencies must be demonstrated in one or (spread over) multiple references, using the reference template in Appendix 7.6.

##### Key competences:

In relation to the present Assignment, the Tenderer has demonstrable knowledge of and experience with:

1. Benchmarking with a database of 500+ scaleups.

2. Assessing scaleups on their long term vision, leadership needs and flywheel potential.
3. Matching surveys with thorough analysis including clear conclusions and next steps.
4. Visualization of their benchmark.

Techleap.nl reserves the right to contact the specified referees by telephone and to make a reference visit. Tenderers do not impose any restrictions on this.

## **4.4 TENDER BY A COMBINATION**

A Combination consists of several main contractors who jointly submit a Tender as one Tenderer. If the Tender is made by a Combination, each member of a Combination must submit a fully completed and signed copy of the ESPD. Furthermore, each member of the Group must indicate to Parts II C and D of the ESPD for which suitability requirements his company is called upon, and he must complete and sign Appendix 7.5 (Declaration of availability of resources).

After the date of Tender, it is no longer possible to change an already formed Combination, unless this is done after written permission from Techleap.nl. The request for amendment will in any case be rejected if the change is contrary to (European) procurement law according to Techleap.nl.

Companies that register in a Combination are jointly and severally liable for the fulfilment of all obligations arising from the Agreement(s). The Combination must appoint a coordinator.

## **4.5 TENDER WITH RECOURSE TO THIRD PARTIES**

The Tenderer may also rely on the financial and/or economic standing or technical and/or professional capacity of third parties in order to meet the requirements. A condition for relying on these third party(ies) is that the Tenderer can demonstrate that he can actually have the necessary resources of these third party(ies) at his disposal (see Appendix 7.5 above).

Both in the case of intra-group relationships and in the case of a nominated Subcontractor, the Tenderer must indicate under Parts II C and D of the ESPD for which suitability requirements the Tenderer appeals to these third party(ies).

Changing a 'nominated third party' during the tender procedure or the duration of the agreement is only possible with the written consent of Techleap.nl. The Tenderer must therefore submit a written request to Techleap.nl in goodtime. The request will in any case be rejected if the change is contrary to (European) procurement law according to Techleap.nl.

## 4.6 SUBCONTRACTING

The Tenderer must also indicate in the Tender for the ESPD Part II D whether, and if so who, the Tenderer intends to use as a Subcontractor for the performance of the Contract.

The modification of a Subcontractor during the tender procedure or the term of the Agreement is only possible after written permission from Techleap.nl. The Tenderer must therefore submit a written request to Techleap.nl in goodtime. The request will in any case be rejected if the change is contrary to (European) procurement law according to Techleap.nl.

## 4.7 NUMBER OF TENDERS PER COMPANY

An interested economic operator may participate in this procurement procedure in one of the following capacities:

- Self-employed Tenderer; this is the legal or natural person who independently registers for the Agreement and takes care of it independently and is jointly and severally liable for the correct execution of the Agreement, without the use of Subcontractors and without the cooperation of other entrepreneurs.
- Partnership or Combination: this is a partnership (also called consortium or joint venture) of legal entities and/or natural persons who jointly make the Tender and in which each member of the partnership or Combination is jointly and severally liable for the correct execution of the Agreement.
- Main contractor: this is the legal entity or natural person who registers and uses one or more Subcontractors. Only the main contractor is jointly and severally liable for the correct execution of the Agreement. In the case of award, the main contractor shall be the sole contractual counterparty of Techleap.nl. Techleap.nl has no contractual relationship with the Subcontractors, unless otherwise stipulated in the Agreement. If a holding company makes a Subscription while the work is carried out by an operating company, the holding company is the main contractor and the operating company is a Subcontractor.
- Subcontractor: A third party engaged by the Contractor as a natural or legal person to carry out (a substantial part of) the performance of the work resulting from this tender or under the responsibility and direction of the Contractor. Agreement to execute. Subcontractor is also understood to mean a subsidiary or sister company.

An economic operator may be involved in a maximum of one Tender in the capacity of:

- self-employed Tenderer;
- participant in the partnership or Combination;
- Main contractor;

An economic operator may be involved in a single Tender several times in the capacity of:

- Subcontractor

If a Tenderer is part of a group within the meaning of Article 2:24 b of the Dutch Civil Code (Civil Code), Tender is limited to a maximum of one (1) entity within the group in one of the above-mentioned capacities, unless Tenderers convincingly demonstrate that their affiliation within a group has not influenced their respective conduct in the context of this tender. If this cannot be demonstrated – at the request of Techleap.nl – by one of the tenderers concerned, this will lead to the exclusion of all Tenderers belonging to the relevant group.

Different companies from a group may of course jointly register as a partnership or Combination.

If Techleap.nl finds that a Tenderer has registered in violation of the aforementioned, then there is an invalid Tender and it will be excluded from further participation in the tender procedure.

# 5

## AWARD MODEL

### 5.1 Award criterion

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# Award model

## 5.1 AWARD CRITERION

The assessment of the Tender takes place on the basis of the most economically advantageous Tender with the Best Price Quality Ratio (BPQR).

In addition to price, other quality aspects are also taken into account in the assessment of Tenders in the case of best BPQR. Techleap.nl, BPQR is committed to encouraging the Tenderers to offer more than what is required. The BPQR criteria concretize the wishes that Techleap.nl has in addition to the Minimum requirements for a particular assignment.

Techleap.nl wants to achieve an optimal ratio between price and quality with this public tender. Characteristic of public tendering according to the Aw is that the Tender can no longer be negotiated. As a result, the Tenderer must issue a Tender that determines the best conditions on the basis of a mutually unambiguously interpretable content.

This European tender is divided into requirements, questions and prices. The award will be made to the Tenderer who meets the requirements set out in this RfP and has submitted the most economically advantageous Tender. With this Tenderer, Techleap.nl intends to conclude the Agreement.

The assessment of the award criterion quality will take place on the basis of the principle of "award on value".

A quality value is indicated for each question. These quality values lead to fictitious deductions in euros from the tenderer's Tender price.

Techleap.nl applies the principle of "value-based award" as it considers that this brings the following benefits to tenderers:

- No relative rating of enrollment sums. The score obtained by other Tenderers has no influence on the score of the Tenderer himself;
- The Tenderers can determine in advance what the scoring probability is;
- It is determined in advance what quality is worth in euros;
- As a result, registrants have a good idea of what Techleap.nl really think is important;
- The winning Bidder delivers the most value per euro;
- Better accountability of the Award.

Below is an overview of the method of assessment.

| Item | Award criterion      | Score by categories                                                              |
|------|----------------------|----------------------------------------------------------------------------------|
| 0    | Minimal requirements | <u>Knock-out</u>                                                                 |
| 1    | Price                | Tender price                                                                     |
| 2    | Questions (quality)  | Maximum <b>€ 250.000,-</b> fictitious deduction                                  |
| 3    | Price comparison     | Tender price – fictitious deduction in euros on the questions = comparison price |

Tabel 3: Award matrix

The assessment process consists of a number of phases, which are further elaborated below.

#### 5.1.1 MINIMAL REQUIREMENTS

The requirements of this tender are set out in Chapter 6. The requirements are knock-out criteria, explicitly set requirements that these must be fully met. If this is not the case, the Tender will be cancelled. First of all, all requirements are checked by Techleap.nl 's assessment team.

If an explanation of a claim is requested, the Tenderer must add the explanation as a separate appendix to the Tender.

#### 5.1.2 PRICE

The assessment of the price takes place on the basis of an assessment of the total Tender price (excluding VAT) calculated by the Tenderer over a period of 3 years (TCO) as included in Appendix 7.3.

The prize sheet must be legally signed. Failure to complete this price sheet completely, making changes or making additions to the price sheet may lead to the invalidation and disregard of the Tender.

There must be a consistent and transparent pricing policy. The Tenderer has the opportunity to offer a competitive price once. The explanation of the determination of the Tender price is included in Appendix 7.3, Price Sheet.

In the event of abnormally low prices, Techleap.nl will apply its authority in accordance with Article 2.116 to investigate whether the Tenderer has registered with an abnormally low price.

### 5.1.3 QUESTIONS (QUALITY SCORE)

After testing the requirements, the Entries are assessed on the extent to which or the way in which they meet the maximum quality expectation. Quality Score is determined by the rating from V1 and V2:

These are the following 2 quality questions:

#### V1 Implementation

For a seamless and high-quality transition from the current situation to the new service, the Tenderer is asked to draw up a clear and thorough plan for implementation (for the period between the award of the Contract and the actual start of the service).

The service will be implemented by the Tenderer as quickly as realistically possible and desirable (technically).

This means that the environment is fully available to the client (and linked to the source systems) and that the configuration and layout can be started. The client takes care of the project management for the implementation process, the Tenderer provides one central point of contact for the OU project manager during this process. During the implementation, the Tenderer ensures a short line between the project manager and the tenderer's point of contact, guaranteeing direct communication and quick response. With regard to staff training, the client opts for a train-the-trainer approach, in which the Tenderer ensures the adequate training of a group of key users of the client, whereby the Tenderer provides training facilities to achieve rapid adaptation. This specific element also applies to the phase after technical implementation, so also during the phase from design to full commissioning. Therefore, pay attention to end-user training, application manager training, e-learning facilities, classroom training and the use of FAQ. In particular, describe your vision on the aforementioned aspects.

In its reply, the Tenderer shall elaborate on the following elements:

1. Objectives, approach and results to be achieved;
2. Date of technical implementation;
3. Preconditions and external dependencies;
4. For the purpose of risk management, the Tenderer shall carry out a risk analysis (including prioritisation and measures to manage the risks);
5. Composition of the project team Tenderer t.b.v. the transition (please also indicate why this composition was chosen);
6. How to ensure an adequate qualitative and quantitative deployment of (once appointed) officials;
7. Specified overview of activities/ deployment of the Contracting Authority is required;
8. Structural management burden in hours;
9. Transition from data from the current solution to the solution you offered.
10. Aftercare.

*The answer is assessed on completeness, degree of specification, SMART, insight into processes, substantive relevance, unburdening of and connection to the wishes, impact as well as the guarantees that the Tenderer offers therein.*

## V2 Solution description

The tenderer describes his solution and also indicates how the in section 2.4.1. named preconditions are realized or how your solution realizes these preconditions. We also ask you to describe how your solution contributes to achieving the objectives mentioned in section 2.4.2.

To support the condition that "reports must be visual and easy to understand and can be interpreted by Rise and founders without the help of a third party" we ask you to provide a draft of the report as generated by you and made available to the ScaleUp and Techleap.nl.

*The answer is assessed on completeness, degree of specification, SMART, insight into processes, substantive relevance, unburdening of and connection to the wishes, impact as well as the guarantees that the Tenderer offers therein.*

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The added value per aspect gives substance to the principle of awarding on value.

On the basis of a given answer or the elaboration of an answer, the rating is assigned to the answer given to the question in accordance with the following assessment table (Table 5), unless a different scoring methodology is indicated in the question.

The score range runs from "Excellent" to "Does not meet".

In case of score of "Excellent" (maximum score), the maximum fictitious deduction is granted.

With a score of "Does not meet" (minimum score) there is no deduction.

The appreciation for the wishes is determined as follows:

| Appreciation                                                                                                                                                                                                                                                                                                                                                        | Score                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| <b>Does not meet</b><br>The Tenderer does not answer the question or indicate in his answer that he does not meet the objectives behind the question.                                                                                                                                                                                                               | No deductions                               |
| <b>Moderate</b><br>In his answer, the Tenderer partly answers the question and/or partly fulfils the objective behind the question and the answer shows that the Tenderer imposes restrictions on this.                                                                                                                                                             | 25% of the maximum deduction to be achieved |
| <b>Sufficient</b><br>The Tenderer answers the question and gives substance to the objectives behind the question and does not give any further explanation, or the Tenderer gives substance to the objectives behind the question and gives an explanation that does not show that the Tenderer offers added value compared to the objectives behind the question . | 50% of the maximum deduction to be achieved |

|                                                                                                                                                                                                                                                                        |                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <b>Good</b><br>The tenderer's answer answers the question and gives substance to the objectives behind the question and the Tenderer thereby offers, under certain circumstances or in certain situations, added value compared to the objective behind the question . | 75% of the maximum deduction to be achieved  |
| <b>Excellent</b><br>The tenderer's answer answers the question and gives substance to the objectives behind the question and the Tenderer offers added value in all circumstances or in all situations compared to the objective behind the question .                 | 100% of the maximum deduction to be achieved |

Table : Overview valuations questions

The table below shows the quality value (= maximum deduction to be achieved) per question..

| Question      | Quality value (maximum notional deduction to be achieved per question) |
|---------------|------------------------------------------------------------------------|
| V1            | € 100.000                                                              |
| V2            | € 150.000                                                              |
| <b>Totaal</b> | <b>€ 250.000</b>                                                       |

Table : Quality values per question

For each question, the quality value (= maximum deduction) has been determined in advance that can be scored for the answer to the question. The quality value per question is multiplied by the percentage scored on the question in question.

A score awarded by the assessment team is always a team result of a group average (individual scores added up and divided by the number of assessors).

For some questions, it has been specifically determined in advance at a detailed level how this question will be assessed. If this is the case, this will be leading, whereby of course you can fall back on the above described general assessment table. The questions count for a maximum of **250.000,-** euro in the calculation.

The way in which the assessment team will proceed in the assessment of the questions is as follows:

Each member of the assessment team assesses the Entries received and assigns individual valuation at demand level in accordance with the provisions of this RfP. After the individual assessment, a plenary session takes place with the assessment team in which the score results are reviewed.

The deduction per Tenderer for the questioning component is then determined as follows:

**Sum deduction of all evaluators / number of assessors = fictitious deduction in euros on all questions**

#### **5.1.4 LOWEST COMPARISON PRICE (BEST VALUE FOR MONEY)**

The Contract is ultimately awarded to the Tender(s) with the lowest comparative price. Techleap.nl intends to conclude the Contract with the Tenderer who has submitted the lowest comparison price. The lowest comparison price should not be confused with awarding at the lowest price. When awarding at the lowest price, it is only about price.

The lowest selling price shall be determined as follows:

**Tender price - fictitious deduction in euros on all questions = Comparison price**

*If Tenders score equally, the tenderer who has achieved the highest score for the question (Quality) component will be awarded. If the score for the questions is also the same, it will be determined by means of a draw to which Tenderer the Contract will be awarded.*

*All calculations are rounded to two decimal places.*

# 6

## REQUIREMENTS

# Requirements

Tenderers must comply with all the requirements included.

A requirement is a 'knock out criterion'. The tender offered must meet the requirement to be eligible for the award of the Contract without any reservation. Compliance with the requirements must be reconciled by signing the requirements in Appendix 7.2.

Failure to meet one or more requirements will result in the exclusion of the Tender from further assessment.

In a few cases, a claim includes the compelling request to describe something. In that case, the tenderer shall comply with the requirement if he provides the requested description.

| Requirements                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prices and rates are fixed for the duration of the Agreement. There is a price fixed period of 1 year. An indexation to the rates is possible for the first time as of 1 August 2023. The price adjustment must be based on the CBS index figure Consumer Price Index, (2021=100).                                                               |
| With correct invoicing, the payment term is 30 days after receipt of the invoice.                                                                                                                                                                                                                                                                |
| You appoint one account manager (and back up), who is responsible for the entire service to the OU and also acts as an operational point of contact for Techeleap. You ensure that the account manager has good social skills and the ability to communicate well with all actors involved at every level (operational, tactical and strategic). |

|                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tenderer agrees to the attached draft agreement and processor agreement. Any comments on the (processor) agreement can be made known in the note of information.                                                                                                                                                                                                                             |
| The tenderer and its employees undertake to maintain the confidentiality of all (company and confidential) data provided by Techleap. Insofar as employees of the tenderer store (company and confidential) data of Techleap on a device, they ensure adequate security of that data.                                                                                                        |
| All files, documents, personal data, data or otherwise will be treated with the utmost confidentiality/secretcy by the tenderer and all its employees who are charged with the proper execution of the Assignment.                                                                                                                                                                           |
| Storage of data is guaranteed to take place within the European Economic Area.                                                                                                                                                                                                                                                                                                               |
| Tenderer must sign the Processor Agreement (appendix 7.1.2). By tendering, the tenderer declares to comply with the provisions of the Processor Agreement.                                                                                                                                                                                                                                   |
| Tenderer does not process personal data outside the European Economic Area.                                                                                                                                                                                                                                                                                                                  |
| The solution complies with the General Data Protection Regulation (GDPR) and therefore enables the OU to comply with the applicable laws and regulations regarding the processing of personal data.                                                                                                                                                                                          |
| The Supplier does not transfer data to government and safety authorities without prior consultation with Techleap. The Supplier adequately demonstrates that access to data is protected against access by non-Dutch (government) authorities. Examples of methods to demonstrate this are the use of Standard Contractual Clauses and/or storage in the EU via a European hosting provider. |
| Personal data must be adequate, relevant and limited to what is necessary for the purposes for which they are processed ("data minimisation").                                                                                                                                                                                                                                               |
| Tenderer is responsible for adequate backup and restore facilities to ensure availability of the service (and therefore of the static and dynamic data). Restore backup is a standard part of this service.                                                                                                                                                                                  |
| All data should be fully owned and managed by TechleapNL                                                                                                                                                                                                                                                                                                                                     |

# 7

## APPENDICES

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# Appendices

## 7.1 DRAFT AGREEMENT

### 7.1.1 CONCEPT DPA

## 7.2 DECLARATION OF AGREEMENT REQUIREMENTS

## 7.3 PRICING

## 7.4 EUROPEAN SINGLE PROCUREMENT DOCUMENT

## 7.5 DECLARATION OF POSTING

## 7.6 REFERENCE TEMPLATE

## 7.7 ARBIT CONDITIONS