



Stichting IDH

P.O. Box 1241, 3500 BE Utrecht

Tender: Development, servicing, maintenance, and marketing in relation to the SourceUp.org online platform

On behalf of Stichting IDH

Open public procurement procedure

Tender Guidelines

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1. Introduction

Based on these Tender Guidelines, Stichting IDH (hereinafter: IDH) aims to select a digital service provider that can further develop features, provide service and maintenance, as well as (optionally) marketing support in relation to the SourceUp.org online platform.

This tender procedure is subject to Dutch Procurement Law 2012 and more specifically to the provision regarding the open tender procedure (article 2.26 Aw). This tender procedure consists of one single phase after which the Contract will be awarded.

These Tender Guidelines cover the entire tender procedure. Chapter 4 of these Tender Guidelines provide more in-depth information about the tender procedure conditions and timeline.

If there are any questions regarding these Tender Guidelines, they can be submitted in accordance with Chapter 4.4 of these Tender Guidelines.

IDH reserves the right to update, change, extend, postpone, withdraw, or suspend the Tender Guidelines, the time schedule, or any decision regarding the selection or contract award. Additionally, IDH reserves the right to make any decision subject to conditions which may follow from, amongst others: a complaint of a third party, a ruling by the '*Autoriteit Consument en Markt*', an advice from the '*Commissie van Aanbestedingsexperts*', a notice or decision by the European Commission, a court judgement, or an instruction by the European Investment Bank (EIB). Also, the decision(s) if IDH can be a consequence of any other matter which may influence the feasibility of the Assignment in a negative matter, financially or otherwise.

IDH reserves the right to suspend or annul the tender procedure at any moment in time. (Potential) Applicants cannot claim compensation from IDH, any affiliated persons or entities, in any way, in case any of the aforementioned situations occurs.

By submitting a Proposal, the Applicant accepts all terms and reservations made in these Tender Guidelines, and subsequent information and documentation in this tender procedure.

2. Definitions

Applicant	Any person or company that has requested to participate in this tender procedure by submitting questions and/or a Proposal in response to and in accordance with these Tender Guidelines
Assignment	The services that are the object of this Tender procedure (as specified in Chapter 3) and are subject to the Contract as described in Chapter 3 of these Tender Guidelines
Consortium	Two or more businesses combining their capabilities for the tender and submit a joint Proposal for completing the Assignment
Contract	The agreement to be signed upon awarding of the Assignment, also referred to as Master Service Agreement, core elements of which are described in Chapter 3.7 of these Tender Guidelines
Digital Agency	The Applicant who has been awarded the Contract by IDH, based on the Economically most advantageous offer, against the criteria set forth in these Tender Guidelines
Evaluation Criteria	The criteria for the purpose of selection, as stipulated in Chapter 6.3 of these Tender Guidelines
Grounds for Exclusion	The grounds for excluding an Applicant from the tender procedure, as referred to in Chapter 5.1. of these Tender Guidelines
IDH	Stichting IDH, the contracting authority in the understanding of Dutch Procurement Act 2012
Information Notice	Announcement in Tendered provided by IDH including the answers to the questions asked in accordance with Chapter 4.4. of these Tender Guidelines
Proposal	An offer submitted by the Applicant to IDH in response to these Tender Guidelines
Product Owner	An IDH-employed or contracted member of the development team responsible for defining and deciding on the roadmap priorities within the development team based on IDH's strategic platform roadmap, management of backlog epics and functional user stories, including their priority setting within the backlog and the functional testing and formal acceptance on behalf of IDH of any delivered functionality on the Platform.
Suitability Requirements	The requirements that the Applicant shall meet in order to be awarded the Contract, as listed in these Tender Guidelines and the Annex 2
Tender Guidelines	This entire document including guidelines with information to the object of the tender regarding the tender and tender procedure.
Tender documents	The set of documents that will be handed in by the Applicant in the tender procedure
UEA-Form	'Uniform Europees Aanbestedings'-form. This is the European standard form that is used in the Netherlands for tender procedures. The UEA is an own statement from the Applicant about the financial condition, ability and suitability of a company for the tender procedure.

3. Assignment information

3.1. Background

IDH seeks to transform markets through collaborative innovation, convening and investment in inclusive and sustainable solutions that enable businesses to create value for people and planet. To achieve this, IDH brings together coalitions of committed stakeholders from across global value chains towards joint visions and program agendas for sustainable trade.

IDH's international presence extends to multiple regions and landscapes, facilitated by a network of around 400 staff including experts who are embedded in key agricultural, manufacturing, apparel and commodity value chains. In 15 years of operation, IDH has mobilized private sector investment and support to test and innovate new business models designed to create better jobs, better incomes, a better environment, and gender equity for all.

SourceUp platform (hereinafter also referred to as Platform or SourceUp) is an innovative online platform created by IDH to showcase global landscape initiatives. Its distinctive approach fosters interaction between its two key users: landscape initiative owners or convenors and commodity off-takers. The Platform promotes the landscape or jurisdictional approach¹ and landscape-level engagement as a norm for responsible sourcing.

Companies that either source or wish to source commodities from the regions that are showcased in SourceUp, can use SourceUp to support these landscape initiatives and monitor progress, demonstrating their commitment to sustainability. SourceUp focuses on sustainability at the landscape level, involving key users and leveraging the strengths of each partner, turning sustainability into a shared responsibility between the public and private sectors.

The Platform includes dedicated sections for landscape initiatives (or 'compacts') and buyers (or commodity off-takers) to create and update profiles, showcasing new and jointly undertaken initiatives. The most developed part of the Platform is the compacts profile section, that showcase updates, goal metrics, data verification, key documents, projects, and stakeholders. The section of participating buyers highlights sustainability strategies, supported sourcing areas and commodities. Both sections can be managed by the SourceUp team (product owner) and by the dedicated organizational key users for their respective profiles.

All Platform users can access the aforementioned updates and data to engage with landscape initiatives based on their sustainability priorities and alignment. Some features can only be viewed by registered users; registration is accessible for any user who has a valid email address.

The SourceUp team ensures that credible information on sustainability progress and action is uploaded and shared on SourceUp, by supporting the landscape initiatives. More background information on SourceUp can be found at: www.sourceup.org and <https://www.idhsustainabletrade.com/approach/sourceup/>.

SourceUp receives steer on its future development by a group of companies, NGOs and government representatives (for more information see: <https://sourceup.org/partners>). In fall 2020, a beta version of the [SourceUp online platform](#) was launched, and new functionalities have been consecutively added since then. In its current form, the SourceUp platform contains profiles for landscape initiatives and buyers. There are currently 24 landscape initiative profiles on the Platform, and more will be added in the near future.

Since its launch, the SourceUp platform has evolved to meet the needs of the users. We introduced features for verifying information at the indicator level, enabled multi-lingual functionality in six languages, revamped the visual interface of the goals and indicators dashboard, and enhanced page

¹ <https://www.isealliance.org/innovations-standards/operating-scale>

load performance. Some features are fully completed and accessible by the Platform users while other features require further development. A backlog with all features and functionalities is managed and maintained by a dedicated Source Up Product Owner, who is a member of the IDH team. This backlog is to serve as a basis for any future development efforts.

Please refer to *Annex 4* detailing the roadmap and list of features available for further Platform development, which are subject to business needs. The next major development that SourceUp will envision to undergo is to add 25 landscape initiatives from the Forest Positive Coalition Portfolio (hereinafter also referred to as: FPC). IDH plans to: further develop its existing SourceUp platform according to FPC requirements, onboard the FPC-supported landscapes and support two (2) consecutive years of reporting by these landscapes, according to the FPC reporting framework. The SourceUp team has led the creation of a list of prioritized FPC features, designs and a refined backlog, which will be the basis for the development work.

To date, the SourceUp platform has been developed and maintained by a digital service provider contracted by IDH in the result of a previous EU tender.

3.2 SourceUp platform overview

Project Management

The development and maintenance of SourceUp is currently done through hybrid approaches; that combines elements of both agile and waterfall methodologies. The current management of development is done through agile way of project management. It suits the process of development as it allows for iterative and incremental design and development, it is flexible, collaborative, and allows for evolving requirements and adjustments to the development process. However, the service levels agreements and the contracting are managed through waterfall style of management. For further description of the current development process refer to *Annex 1*.

The Applicant is expected to propose the methodology that they assess would suit best the envisioned scope of Platform future development, as detailed in these Tender Guidelines. For the proposed methodology, it is important that the Applicant will be able to maintain flexibility, commit to incremental design and iterative development of the Platform, manage adjustments to Assignment requirements (within the agreed upon scope), deliver on committed timelines and resources, manage the maintenance of the Platform and is diligent and timely with providing required input for contracting and project management purposes.

Platform Architecture

The SourceUp platform environment consists of four separate digital environments:

- DEV (development) environment, used for all development activities and development-related testing;
- ACC (acceptance) environment, used for functional testing and acceptance. This environment closely resembles the Production environment;
- PROD (production) environment, on which the live production instance of the Platform runs;
- OS (Outsystems), used for adding data that is then showcased in the production environment.

DEV, ACC, and PROD are custom-built, while OS has been configured to suit the needs of SourceUp's front end features. These environments are and will remain the intellectual property of IDH. yet they will be part of the SourceUp platform transfer process for further use by the selected Applicant.

In addition to the above, the backlog, sprint management and documentation of the SourceUp platform development are done on Azure DevOps.

Tech Stack

The SourceUp platform employs a robust technology stack featuring Terraform for infrastructure, and Microsoft Azure services for hosting, databases, content delivery, and authentication. Back-end microservices use .NET Core, Open API Specifications, and Nunit for testing. The front-end application relies on TypeScript, ReactJS, NextJS, Redux, SASS, Jest, Axios, and Apollo. Hygraph and OutSystems manage the content management system (CMS). Environments exist for SQL databases, back-end APIs, and the front-end application. Hygraph operates with development and production environments due to cost considerations. Microsoft Azure hosts most components, while OutSystems and Hygraph have their own cloud providers. SourceUp handles Azure service configuration, with cloud providers managing hardware, security updates, and software provisioning. For details see *Annex 3*.

In line with the Platform specification outlined above, Applicant is required to have relevant expertise and certifications in order to adequately take up the Platform development work and maintenance. For details on the required team expertise see Chapter 5.3.1. a), Chapter 3.5.2 (Objective 2) and *Annex 2* for Objective 2 evaluation criterion.

Transfer of the existing platform and maintenance services

The SourceUp platform has been developed since 2020. If applicable, the aforementioned digital environments and the tech stack will be transferred to the selected Applicant.

To manage the handover of the existing Platform and its tech stack and other digital environments, there will be introductory session between the selected Applicant and the current service provider. The relevant knowledge and information will be incrementally transferred to the selected Applicant in a set of meetings with the current service provider.² This process will be supported by the SourceUp Product Owner.

The selected Applicant is also expected to provide an approach for how to facilitate this process and needs from the SourceUp team and the current service provider. See: Chapter 3.5.1. and Chapter 5.3.1 for more details.

3.3. The Assignment – general information

With this Tender procedure, IDH aims to select a service provider (hereinafter: Digital Agency) **that will enhance the performance of and maintain the SourceUp platform as well as carry out other relevant IT- related development processes.**

Key development activities include: a) improvement of existing features of the Platform, b) improvement of user experience for key users and platform visitors, c) maintenance and strengthening of Platform's performance, d) improvement and expansion of the functionalities for inputting, storing, aggregating, reporting and displaying of landscape data (incl. data architecture), and e) addition of new Platform features.

Key maintenance & servicing activities include: activities related to supporting, hosting, performance monitoring, security management, incident management, patch management and applying update management for relevant (software) components. To manage and improve the regular maintenance of the Platform, it is required that the Digital Agency makes available adequate contact and support capabilities for assistance, advise, and other relevant communication for the IDH SourceUp team.

An optional activity is conducting SEO, digital marketing and user analysis to inform future development roadmap.³

² This will also include the existing documentation of the Platform development to date, this will be further elaborated on in these onboarding sessions.

³ SEO, digital marketing and user analysis will be done on a needs basis. Addressing this in the applicants proposal is optional, not having SEO, digital marketing and user analysis will not affect your scoring for the tender bid

Detailed objectives and specification regarding the development of new features can be found in *Annex 4*, while the details of maintenance of the Platform can be found in Chapter 3.5.3 of these Tender Guidelines.

3.3.1. Location

The Digital Agency is expected to carry out this work in close collaboration with the IDH SourceUp team based in Utrecht, the Netherlands. This may include joint working sessions either at the IDH office in Utrecht, another location, or virtually, as agreed upon by IDH and the Digital Agency.

Important: If applicable, the Digital Agency is expected to include the estimate of the commuting expenses in the budget (see: Chapter 5.3.1 point c - Budget).

3.3.2. IDH in-house staff capacity

As previously mentioned, IDH delegates a SourceUp Product Owner for this Assignment. All other team members for the delivery of services are to be provided by the Digital Agency.

IDH has an internal capacity on communications and legal matters. The IDH communications and legal teams are not a part of the IDH SourceUp team but may be involved by the Product Owner for consultation when required.

IDH has a number of internal policies and strategies relevant to the Assignment, which include a data strategy (*currently under development*), communication policy, safeguarding and privacy policies. These policies and strategies will be made available to the Digital Agency at the contract signing stage so they can take them into account in their work.

3.4. Objectives

The objectives of this Assignment include:

1. Transfer of the existing Platform and maintenance (if applicable)
2. Platform development - design and build:
 - a. Building new functionalities specific to the FPC project (based on the refined backlog);
 - b. Completion of currently partially developed functionality (based on the existing backlog) and designing and building new functionalities and user journeys⁴;
3. Maintaining and servicing the Platform;
4. Customer key-user support and contact;
5. SEO, digital marketing and Platform user analysis (*optional*).⁵

3.5. General requirements per objective

This section outlines the general requirements per objective. For detailed descriptions of the requirements listed below, please refer to *Annex 2*.

⁴ Subject to availability of budget and business needs of IDH.

⁵ It is not mandatory for the Applicant to address Objective 4 in its Proposal. This optional component will be evaluated separately (see Chapter 6 on evaluation criteria).

3.5.1. Objective 1: Transfer of the SourceUp platform and maintenance services

If applicable, at the beginning of the Assignment there will be a transition period during which the responsibilities of the current service provider will be transferred to the awarded Digital Agency. In the process of transfer of the SourceUp platform and maintenance services, the following key actions are to be undertaken by the new Digital Agency to ensure a successful and smooth transition:

- **Conduct a Comprehensive Assessment:**

Undertake an analysis of the existing SourceUp platform, identifying all components, dependencies, and potential challenges. Assess the current state of applications, databases, infrastructure, and maintenance processes.

- **Request and Review Documentation:**

Receive comprehensive documentation from the current service provider, including architecture diagrams, configurations, codebase, operational procedures, designs backlogs, wikilog from Azure DevOps and other relevant documentation. Review the documentation to gain a deep understanding of the existing system.

- **Technical Expertise:**

Ensure that the receiving team possess the necessary skills for an efficient hand-over and to manage and maintain the SourceUp platform. Identify and address any gap in required skills prior to the handover.

- **Participate in Knowledge Transfer Sessions:**

Collaborate with the current service provider to plan and schedule knowledge & asset transfer sessions if these are deemed necessary. Ensure that transfer sessions cover critical aspects of the SourceUp platform, such as system architecture, coding practices, and operational workflows. The Digital Agency will assure representation with adequate skills and material knowledge is available.

- **Draft a Transfer and Adoption plan:**

The Transfer and Adoption plan will state all (process) steps required to adopt the platform and corresponding information, processes, and technologies. Drafting this plan will likely involve cooperation with the current service provider. Consider an incremental approach to the migration, starting with specific components or modules before transferring the entire platform.

- **Create Test Environments:**

Set up dedicated test environments to validate the transfer of the SourceUp platform. Conduct testing to identify and resolve any issues before the actual migration.

- **Implement Migration:**

Including procurement of any required access, interfaces, credentials, licences, certifications, or other technical attributes to operate all elements described in the technology stack as part of *Annex 3*. Including the transfer and management of the contracts for Hygraph, Microsoft Azure and Cookiebot (these have been managed by the previous service provider). Monitor and measure the performance of the migrated components to ensure a seamless transition. The hosting needs to be compliant with the Dutch and EU law and needs to be done in a way to upkeep the maintenance of the performance.

- **Update Documentation:**

Update documentation as necessary to reflect any changes made during the migration process. Ensure that all team members have access to up-to-date information about the SourceUp platform.

- **Review Backlog & formats:**

Assess if the complexity and hours estimated by the current service provider need to be modified. If necessary, convert or modify formats to make them compatible to the Digital Agency's processes or systems.

- **Verify:**

Verify that the migration process complies with any relevant industry regulations or standards. Address any compliance-related concerns during the planning and execution phases.

- **Maintain Flexibility:**

Remain flexible in adapting the migration plan based on real-time feedback and evolving requirements. Be prepared to make adjustments to the timeline or strategy as needed and to include any other activities that may be required to smoothly transfer both operational and developmental related responsibilities to the Digital Agency.

Important: *The current service provider is contracted by IDH to actively support the transfer of the current processes, documentation, attributes, and knowledge to the selected Digital Agency (if applicable). The costs of such transfer from the current service provider (off-boarding costs) are covered by IDH.*

If the Applicant foresees that it will incur any costs related to this Objective 1 (other than the off-boarding which costs are covered by IDH), the Applicant must include such costs in the Budget.

3.5.2. Objective 2 (mandatory): Platform development: Design and build new features and improvements

These tasks are meant to advance the SourceUp platform through the incorporation of new features and enhancements, based on the pre-existing backlog for the FPC project and other new features defined by IDH. The latter will be subject to availability of budget and business needs.

In particular, the prerequisites for executing these services encompass, at minimum:

- Demonstrated experience in common development practices and procedures;
- Identifying and fulfilling the resource needs for development teams;
- Proficiency and past experience with the development of the specific key features in the existing backlog;
- Adherence to common practices in platform and infrastructure architecture and having sound knowledge of data modeling techniques;
- Managing development sprints through effective project management skills and ensuring project delivery within the agreed-upon timelines;
- Maintaining the speed and other performance parameters of the platform with the addition of new features.

These activities are structured to be executed through a series of sprints. The SourceUp Product Owner and the Digital Agency will collaboratively engage in discussions to determine the product backlog, establish sprint backlogs, and define sprint goals and realistic timelines. In case of inability to follow timelines, a strategy needs to be mutually developed to best utilize resources.

The first series of sprints (related to the feature development for FPC) is expected to be carried out at the onset of the Assignment and is currently estimated to consist of 3057 person hours (to be executed within approximately 21 weeks). Subsequent series of sprints are expected to be scheduled throughout the remainder of the contract, subject to availability of budget (IDH), human resources (IDH and Digital Agency) and the Platform requirements.

3.5.3. Objective 3 (mandatory): Maintaining and servicing the current platform

Maintenance and service activities are all activities related to incident management, performance management, regular monitoring and problem management to ensure that the SourceUp platform runs smoothly. Requirements to performing those services relate to:

- **Regular Monitoring:**
 - Methods, experience, common practices, and procedures regarding service and support activities to identify and address potential issues promptly.
 - Ensure that the speed of the platform is optimal with the addition of new features.
 - Utilize monitoring tools to track system performance, user interactions, and potential security threats and share regular monitoring reports.
- **Software Updates and Patch management:**
 - Regularly update and patch the platform's software to address vulnerabilities and introduce new features.
 - Timely provide a calendar of updates that need to be executed so resources can be made available for them
 - Ensure compatibility with the latest technologies and security standards.
- **Data Backups:**
 - Establish a robust backup system to prevent data loss in case of system failures or cyber incidents.
 - Regularly test and validate the backup and restoration processes.
- **Security Measures:**
 - Implement stringent security protocols, including encryption, firewalls, and access controls.
 - Conduct regular security audits to identify and mitigate potential vulnerabilities.
- **User Support and Training:**
 - Provide ongoing user support to address queries and issues promptly.
 - Offer training sessions to keep key users informed about new features and best practices and existing interfaces and environments of platform development⁶
- **Performance Optimization:**
 - Regularly assess and optimize the platform's performance to ensure efficient and responsive user experiences.
 - Conduct performance testing to identify and resolve bottlenecks.
- **Scalability Planning:**
 - Anticipate future growth and plan for scalability by optimizing infrastructure and architecture.
 - Ensure the platform can handle increased user loads without compromising performance.
- **Compliance and Regulations:**
 - Stay informed about relevant regulations and compliance standards.
 - Ensure the platform adheres to data protection and privacy regulations.
- **Feedback and Improvement:**
 - Gather user feedback to identify areas for improvement.
 - Continuously iterate and enhance the platform based on user needs and technological advancements.

⁶ Training sessions for Hygraph

- **Incident Response Planning:**
 - Develop a comprehensive incident response plan to address unforeseen issues.
 - Clearly define roles and responsibilities for responding to and resolving incidents.

This component of the Assignment is continuous throughout the whole Contract duration. The Applicant needs to provide details in their proposal on how they will organize and execute this component of the Assignment.

3.5.4. Objective 4 (mandatory): Customer support and contact

These activities should ensure the availability of adequate contact and support capabilities for assistance, advise, and other relevant communication for the IDH SourceUp team. Requirements to performing those services relate to:

- Support for IDH key users;
- User-friendly ticketing system service and contact windows for issuing and tracking resolution (determine hours for the contact windows and how quickly the bugs will be resolved);
- Knowledge level and familiarization with the platform of support staff;
- Commercial contacts and escalation lines;
- Establish clear escalation procedures for handling complex or urgent issues;
- Implement a feedback system to gather user insights on their experiences and improve service.

This component of the Assignment is continuous throughout the whole Contract duration. The Applicant needs to provide details in their proposal on how they will organize and execute this component of the Assignment.

3.5.5. Objective 5 (optional): SEO, digital marketing and user analysis

The requirements to this optional component relate to monitoring the traffic on the SourceUp platform and ensuring that traffic is directed onto the platform. Requirements to performing those services relate to:

- Experience and common practices regarding SEO activities and Google Analytics management;
- Ability to implement content related digital marketing improvements;
- Support on Google Adwords campaigns;
- Do an assessment of the users of the platform and suggest digital strategies on how to increase traffic and usability of the Platform.

This work will be carried out ad-hoc, upon request of IDH. The Applicant can optionally provide details in their proposal on how they can organize and execute this optional component of the Assignment.

3.6. Assignment timelines

3.6.1. Assignment schedule (tentative)

Time	Activity/Delivery
May 2024	Signing of the Agreement Kick-off workshop to agree on high-level work plan Digital agency to provide work plan with timelines for the detailed objectives for 2024
May 2024	Start of the Assignment
June 2024	Transfer of SourceUp platform technical responsibility from the current service provider to the Digital Agency (if applicable) Refinement of the FPC backlog with the Digital Agency, and estimation of hours and resources needed for development
June 2024– December 2025	Continuous maintenance, servicing, and customer support Design & development of new functionalities for the FPC project Design & development of other new functionalities (subject to needs & resources) Continuous SEO, digital marketing and user analysis (if applicable)
December 2025	Possible renewal of the Agreement

Important: The Assignment schedule is a suggestion for the planning of the key services and deliverables for 2024-2025 and reflects the current needs of the SourceUp platform.

3.6.2 Assignment duration and extension

The Assignment is envisioned to start in **May 2024 and end in December 2025**. The intent of IDH for engaging the Digital Agency for this Assignment is to establish a longer-term collaboration beyond the initial contract duration. After evaluation of the collaboration and the outcomes of the Assignment, IDH may offer to the Digital Agency a contract extension (see Chapter 3.7.1.).

3.7. The Contract

The subject of this Tender Procedure is the Contract for carrying out the Assignment as specified in this Chapter 3 of the Tender Guidelines.

The Assignment is envisioned to be contracted for the initial contractual period starting in May 2024, and ending in Dec 2025. IDH expects the awarded Digital Agency to sign an overarching Master Service Agreement, which will include the strategic objectives of the Assignment, the scope of services the Parties agreed into and a continuous Service Level Agreement (hereinafter referred to as: SLA). The Master Service Agreement will establish a framework of terms and conditions applicable to all subsequent agreements related to execution of the Objectives 1-5.

3.7.1. Core elements of the Contract

a) Intellectual Property and data ownership

IDH will be the owner of all intellectual property arising from the performance of the Assignment, including but not limited to copyrights, database rights, trademarks, patents and know how. Data ownership will remain with IDH or the party reporting or sharing the data and will not be with the Digital Agency. Detailed procedures on data ownership, including compliance with data privacy regulations, will be established, and agreed upon during contract negotiation.

b) Significant change in circumstances

In case changes in scope of the Assignment are required by IDH due to significant change of circumstances, IDH may request Digital Agency to amend the budget using the same hourly rates as submitted in the Proposal.

c) Governing Law and dispute resolution

The Framework Agreement is governed by the laws of the Netherlands. Any dispute arising from or in connection with the Agreement which cannot be resolved amicably shall be submitted exclusively to the district court in Utrecht, the Netherlands, and each Party to this Agreement hereby submits irrevocably to the jurisdiction of such court.

d) Provision of services and liability

The Digital Agency will be responsible for providing the services under Objectives 2, 3, 4 on the obligation of result basis. For Objective 1, the Digital Agency will be expected to provide the services in line with the highest professional standards and oriented towards the overall objective of a well-functioning, accessible and innovative online platform suitable for the purpose outlined in Chapter 3.4 and 3.5. above.

IDH cannot be held liable for damages, losses and/or personal injury suffered by the Digital Agency and/or any third party resulting from the execution of the Contract, including any infringement of intellectual property rights. In addition, either Party's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions or damage ensuing from claims by third parties - whether based on contract, tort or otherwise - shall be excluded. The above-stated limitations of liability shall not apply if and insofar as the damage or injury is the result of the wilful intent or deliberate recklessness by the Parties or their executives.

e) Exit Plan

The Digital Agency will be requested to provide, within six (6) months after the Contract Effective Date, an Exit Plan for the orderly transition of the Services from Service Provider to IDH and/or any replacement supplier in the event of any termination or expiry of the Contract. Such Exit Plan will include a budget for the additional services provided where the same fee rates as for the regular services shall apply.

f) Contract extension

At the end of the initial contractual period, IDH will evaluate the collaboration with the Digital Agency and its work on the Assignment to date. Based on this evaluation, IDH may offer to the Digital Agency a contract extension. In the event IDH wishes to, and the Digital Agency accepts to extend the term of the Assignment, the Contract duration will be extended for a maximum total contractual period of four (4) years, in line with the applicable EU procurement laws.

The extension of the Contract will be based on the same terms and conditions that applied to the original Contract, with the sole exception for the possibility to apply indexation to the originally agreed prices with effect from 1 January of each calendar year of the Contract extension in accordance with the 'all households' Consumer Price Index figure (CPI), published by the Central Bureau for Statistics (CBS).

g) Trial period and termination for cause

IDH reserves the right to institute a two (2) months' period as a trial for the selected Digital Agency. If the performance of the Digital Agency is not aligned with the submitted proposal, IDH can, at its sole discretion, take relevant action.

Specifically, IDH reserves the right to terminate the Contract with the selected Digital Agency under the following conditions: a) their performance is not compliant with the submitted Proposal, and/or b) the Digital Agency cannot timely respond to IDH's needs and are not compliant with timelines.

In case of the Applicant's bankruptcy, IDH can terminate the Contract without liability, exploring alternative options for SourceUp platform development. This termination clause is designed to protect the interests of both parties and provide a framework for addressing potential challenges that may arise during the course of the SourceUp platform development.

4. Description of the tender procedure

4.1. Introduction

This tender procedure is subject to the rules of the Dutch Procurement Law 2012, specifically the open procedure (*openbare procedure*). The award of the Contract will take place after the tender procedure that consists of one phase.

4.2. Tender procedure

These Tender Guidelines serve as an open (public) invitation to submit a Proposal in this tender procedure. After the deadline to submit Proposals has passed, the evaluation committee will assess the received Proposals.

In the first stance, all proposals submitted by the Applicants will be assessed against the Grounds for Exclusion.

In the second stance, the Proposals will be tested for completeness. The absence of (any of) the documents referred to in Chapter 5.3. of the Tender Guidelines can lead to exclusion from further participation in the tender procedure. This is also the case when the Applicant falls under one of the grounds of exclusion, referred to in Chapter 5.1 of the Tender Guidelines.

If the Proposal and Applicant passed the above-mentioned tests, the evaluation committee will check the Proposal for any reservations made by the Applicant. Proposals that are subject to reservation are not permitted and will be excluded from further participation in the Tender Procedure.

Finally, the Proposals that passed the initial assessment, will be evaluated against the evaluation criteria, set forth in Chapter 6 of these Tender Guidelines. The Contract will be awarded on the basis of the award criterion "Most Economically Advantageous Tender" (see Chapter 6 for more details).

4.3. Tender procedure schedule

This tender procedure is based on the following schedule:

1	Announcement	5 th February 2024
2	Webinar/ info session for potential Applicants	13 th February 2024
3	Deadline submission of questions by Applicants	4 th March 2024 (12:00 PM CET)
4	Publication of Answers to questions	8 th March 2024
5	Deadline submission of proposals by Applicants	19 th March 2024 (12:00 PM CET)
6	Communication of the timeline for presentation	20 th March 2024
7	Presentation (exact timing will be communicated via email)	22 th – 27 th March 2024
8	Provisional award of the Contract	2 nd April 2024
9	End of Objection Period	2 nd May 2024
10	Final award of the Contract	3 rd May 2024
11	Signing of the Contract	3 rd May 2024

The dates specified above under points 3 and 5 shall be construed as a deadline. **Questions that are not submitted before the deadline will not be considered**, unless this is in the interest of this tender procedure and at the discretion of IDH. **Proposals submitted after the deadline will be returned and will not be considered in this tender procedure.**

4.4. Questions

Questions regarding the tender procedure can be submitted until **4th March 2024, 12:00 PM CET**, Platform on the TenderNed platform with the subject mention: “Questions Tender SourceUp”.

Questions must be submitted in the English language and per the Model Question Form, attached as Annex 5. The submitted questions will be grouped, anonymized, and combined in a general information notice. IDH will publish the information notice on TenderNed (www.tenderned.nl) on **7th March 2024**.

Please note the following:

- Questions that are deemed confidential by the Applicant must be clearly indicated as such in the Model Question Form. If IDH agrees that a question is indeed confidential, the question will be answered separately. However, if the answer to the question could result in an advantage of the Applicant, the question will be aggregated and published in the general information notice. IDH will notify the Applicant beforehand and will give the Applicant the option to withdraw the question.

The responsibility for the timely and accurate submission of the questions lies with the Applicant. When questions have not been received by IDH on time, the Applicant must demonstrate that the questions were sent timely.

Any inaccuracies, omissions, discrepancies, or objections to the content of any of the tender documents, including appendices, or the tender procedure, must be submitted in this round of questions. Failure to do so will result in a forfeit of the Applicant's right to invoke these matters before or after the Contract is awarded.

4.5. Webinar

A webinar dedicated to elaborating on the purpose and functionalities of SourceUp platform will be conducted on **13th February 2024**. Interested parties should email to info@sourceup.org to subscribe to this webinar, and receive an invitation for the webinar.

Attendees and other interested parties (that could not participate in the webinar live session) will receive the recording of the webinar also be contacting the team on info@sourceup.org.

4.6. Proposals

Proposals must be submitted via the Tenderned platform **before and no later than 19th March 2024 (12:00 PM CET)**.

The Proposal should be drafted and submitted in accordance with all requirements of the Tender Guidelines. Please see Chapter 5.3. for an overview of all Tender documents that must be submitted.

4.7. Tender conditions

The following terms and conditions apply:

- The proposal deadline is a firm date. Proposals that are not received before **19th March 2024 12:00 PM CET** will not be considered. Applicants are solely responsible for the timely and correct delivery of the Proposal.
- If the Applicant is of the opinion that the Tender Guidelines, or any of its Annexes contain omissions, errors, contradictions or is otherwise flawed in any way, the Applicant must report this in writing in accordance with Chapter 4.4 of the Tender Guidelines by **4th March 2024**. Failing to do so will result in a forfeit of the Applicant's right to invoke these matters after award of the Contract.
- By submitting a Proposal, Applicants declare to unconditionally agree to the content and the procedures mentioned in these Tender Guidelines and any other terms and conditions that are applicable to this Tender Procedure.
- The submitted Proposal is regarded as an irrevocable offer.
- By taking note of the Proposal and the particulars included therein, IDH assumes no responsibility or liability for any (price) particulars, or errors, included therein.
- Proposals that contain reservations are not permitted and will lead to exclusion from further participation in the tender procedure.
- Every Applicant can only submit one (1) Proposal. The Applicant that submits more than one (1) Proposal will be excluded from this tender procedure.

4.8. Consortia

IDH welcomes consortia to apply in the Tender, where, for example, one party addresses Objectives 1-3 and another Objective 4. If a Proposal is handed in by a Consortium, the Consortium is excluded if one or more of the Consortium partners is in one or more of the circumstances as referred to in Chapter 5.1.

In case of application as a Consortium, each of the Consortium partners individually must be entered in the professional or trade register or in a comparable register in the country of establishment of the Consortium partner.

A Consortium must identify one party to be the main respondent for the execution of the Contract.

5. Grounds for exclusion and Tender documents

5.1. Grounds for exclusion

The evaluation committee will use the completed UEA-form with accompanying information to assess the Proposals against the Grounds for Exclusion and the Suitability Requirements.

It is explicitly stated that statements, which in hindsight appear to contain inaccuracies of commitments that cannot be realized may be treated as 'false statements' by IDH, per Article 2.87, section 1 point h) of the Dutch Procurement Law 2012. This could lead to exclusion from the tender procedure. The Applicant will be liable for all damages and (legal) costs of IDH caused by the false statements and may be excluded from future tendering procedures of IDH. Applicants are therefore requested to complete the UEA-form and additional document with the utmost care.

Excluded from participation in the tender procedure and contracting is every party that is in one or more of the circumstances as referred to in Article 2.86 or 2.87 of Dutch Procurement Law.

Important: IDH will exclude a proposal if any illegal or corrupt practices have taken place in connection with the award or the tender procedure by the Applicant that submitted such proposal.

5.2. Professional qualifications

The Applicant must be entered in the professional or trade register in accordance with the regulations of its country of establishment.

5.3. Tender documents to be submitted

The second part of the initial assessment involves a check of the completeness of the documents.

The documents referred to in this Chapter must be submitted together with the Proposal. **The absence of any of the documents referred to in this Chapter can lead to exclusion from further participation in the tender procedure.**

Upon IDH's request, the Applicant will provide the additional documentary evidence referred to in Chapter 5.3.2 within seven (7) calendar days after a written request from IDH. In case of a Consortium, this documentary evidence must be submitted by each of the Consortium partners. When the evidence shows that the selected Applicant does not comply, IDH will award the Contract to the Applicant ranked second.

5.3.1. List of documents and information required

The following documents and information must be submitted by the Applicant, handled in the indicated sequence and numbering. Only complete Proposals that include all elements, are of high quality without major spelling mistakes will be considered.

a) Narrative Proposal

The Applicant must provide a Narrative Proposal that contains a description or vision as requested for each item in the scoring criteria. IDH is requesting the Applicants to hand in a Narrative Proposal of maximum 15 pages (excluding cover page and table of contents). Annexes may be added to provide supplemental information. The total of Narrative Proposal and Annexes (excluding cover page and table of contents) shall contain a maximum of 25 pages.

The specific deliverables and descriptions that are required for each component are explained in Chapter 3 (Project Information) of these Tender Guidelines. IDH expects the Applicant to provide a Narrative Proposal, in accordance with Chapter 5.3.1. of the Tender Guidelines, that contains the following chapters, i.e. components:

Component	The Proposal should clarify at least the following aspects for each of the objectives
Objective 1 Transfer of the existing platform and maintenance services	• Approach: description of plan for transfer of the existing IT platform and maintenance services, focusing on conducting an assessment, reviewing documentation, planning the knowledge transfer, ensuring technical expertise, implementing incremental migration, updating documentation, and successful uptake of the technology and continuing seamlessly to development work. This approach needs to be validated by 2 references. • Workplan: Method for implementing the approach, key deliverables and timelines • Team capacity: Description of project team and their roles and time-spent (including resumes) with regards to objective 1. Describe

	how continuity of team is throughout contract period. • Organization capacity and network: Evidence/reference (incl. contact details) of past projects that involved transfer of platform technology and maintenance services • Coordination and co-creation with IDH: Describe approach to coordination and co-creation with IDH and the current service provider for transfer of knowledge (Please refer to the evaluation criteria of Objective 1 in Annex 2 to ensure that you have addressed all aspects that will be used for scoring of your profile and competence).
Objective 2 Platform development: Design and build new features and improvements	• Approach: Description of approach to developing and improving platform features. High-level information on the software development practices of the Applicant according to AGILE/ SCRUM-methodology and its compatibility of working with IDH's way of working, and a high-level approach for the overall infrastructure with regards to this project, incl. security requirements, storage solutions, platform updates and other considerations to deliver on requirements for Objective 2. • Workplan: Description of activities and deliverables of the approach. Methodology of how the Digital Agency envisions managing the project based on their skillset, resources and tools that they use to deliver on their commitment and in case of contingencies is able to plan and ensure delivery. • Team capacity: Description of project team and their roles and time-spent (including resumes) with regards to objective 2. Describe how continuity of team is throughout contract period. The developers should have a proven track record with multiple reference cases for both .NET API Development and NextJS presentation layer development and OS developer should be a certified OS developer. Further engagement of external expertise should be arranged if needed as part of the digital agency's work prerogative. • Organizational capacity & network: Evidence/reference (incl. contact details) of past projects that involved 2-sided platforms, and past experience requirements related to Objective 2. • Coordination and co-creation with IDH: Describe approach to coordination and co-creation with IDH. Provide details on response time and style of management for communications. (Please refer to the evaluation criteria of Objective 2 in Annex 2 to ensure that you have addressed all aspects that will be used for scoring of your profile and competence).
Objective 3 Maintaining and servicing the current platform	• Approach: Description of activities and project management structure and procedures to show organizational capacity to deliver on the objective 3, explaining how the Applicant has past experience with delivering per the listed requirements. • Team capacity: Description of project team and their roles and time-spent (including resumes) with regards to objective 3 and information on how ad-hoc support will be provided as laid out in under objective 3 of this assignment. Describe how continuity of team throughout the contract period will be maintained to retain the knowledge of the platform and minimize time onboarding new team members. • Organizational capacity: Evidence/reference (incl. contact details) of past projects that involved maintaining and servicing a two-sided platform and other evidence requirements related to Objective 3 • Coordination and co-creation with IDH: Describe approach to coordination and co-creation with IDH. (Please refer to the evaluation criteria of Objective 3 in Annex 2 to ensure that you have addressed all aspects that will be used for scoring of your profile and competence).
Objective 4 Customer support and contact	• Approach: Description of activities and project management structure and procedures to show organizational capacity to deliver on the objective 3, explaining how the Applicant lives up to

	the requirements. • Team capacity: Description of project team and their roles and time-spent (including resumes) with regards to objective 3 and information on how ad-hoc support will be provided as laid out in under objective 3 of this assignment. • Organizational capacity: Evidence/reference (incl. contact details) of past projects that involved costumer support and contact. (Please refer to the evaluation criteria of Objective 4 in Annex 2 to ensure that you have addressed all aspects that will be used for scoring of your profile and competence).
Objective 5 SEO, digital marketing and user analysis (optional)	• Approach: Description of activities and project management structure and procedures to show organizational capacity to deliver on the objective 4, explaining how the Applicant lives up to the requirements. • Team capacity: Description of project team and their roles and time-spent (including resumes) with regards to objective 4. • Organizational capacity: Evidence/reference (incl. contact details) of past projects that involved SEO and digital marketing. • Coordination and co-creation with IDH: Describe approach to coordination and co-creation with IDH. (Please refer to the evaluation criteria of Objective 5 in Annex 2 to ensure that you have addressed all aspects that will be used for scoring of your profile and competence).
General company profile requirements	Provide a narrative of the activities of the organization, and its commitment to sustainability themes. Additionally, this will be used for language support during the contract. For the financial profile of the applicant the audited financial statements (a non-audited statement can also be submitted in the absence of an audited statement) needs to be submitted. The Applicant will be assessed on the evaluation criteria listed in Objective 7 in Annex 2.

b) Self-assessment on Suitability requirements

The quality assessment template is available in Annex 2 (tab “quality assessment”). The Applicant is required to fill out this tab to provide required information and assess their own compliance with the criteria.

For each quality requirement, the Applicant is required to state their compliancy level by selecting YES (Compliant), NO (not compliant) or PARTIALLY (Partially compliant). Requirements that do not have their compliancy stated by the Applicant will be scored as "Not compliant".

The Applicant can also add corresponding content, remarks and comments to illustrate how or why the requirement is met or surpassed, to make a stronger case for their compliance.

Important: If the Applicant states to be (Partially) compliant without providing any additional comments on how (partial) compliancy is met or what part of the requirement cannot be met, the requirement will be scored as "not compliant"

c) Budget

The Budget template is available under *Annex 2* (Tab: “Budget assessment”). Failure to complete the budget or any deviation from the provided format can lead to exclusion from the tender procedure.

The Applicant must submit a budget that is specified out per Objective and a total budget figure. Applicants may submit a proposal including or excluding Objective 5 – SEO, digital marketing and user analysis.

Please refer to narrative requirements in Section 5.3.1 (a) to ensure that the budget proposal complements the detailed delivery plan and approach.

The budget must be submitted in **Euros** and show costs **with and without applicable taxes**. Any currency risk is borne by the Applicant. All submitted hourly rates must be inclusive of additional costs, like travel, administration. The structure of the rates must be competitive and logical.

The budget will be assessed in accordance with the evaluation criteria that are described in Chapter 6.3.

The budget must consist of the following components and, where applicable show the hourly rates per staff-type in the required team as well as the number of hours required or advised:

Objective 1 (Mandatory) Transfer of the existing platform and maintenance services:

The Applicant is expected to provide a fixed total fee for the transfer of the existing Platform technology and maintenance services, if applicable. This will commence right after the kick-off of the Assignment. The Applicant needs to ensure that the budget they propose should include the costs of the team required for this process, and any other foreseeable costs.

Objective 2 (Mandatory) Platform development: Design and build new features and improvements :

IDH projects that the current refined and budgeted roadmap (for FPC) requires a development effort representing an estimated 3057 person hours. Please see below the current setup for hourly breakdown per expertise:

Expertise	Hours
Back End	724
Front End	724
Outsystems	805
Designer	322
Growth hacker/ Measurement consultant	161
Delivery Manager	241
Data Architecture	80
TOTAL	3057

IDH requires the Applicant to provide a complete budget proposal based on fixed hourly rates and to calculate with the 3057 estimated hours. These can be divided between different technical expertise (and rates) as is common for the applicant and which are needed for feature development as specified in *Annex 4*, to ensure that best effort is planned and secured with continuous sprints. If the Applicant expects to be able to execute the stated work in considerably less hours than the estimate, it is requested to include a credible substantiation (explanation and/or references) of this in the Narrative Proposal.

The FPC feature development sprints will commence directly following contract signing and transfer of the Platform. The subsequent series of sprints will be determined on a later stage yet to be agreed upon between the IDH SourceUp team and the Digital Agency and shall be subject to the same rates as for the initial roadmap.

Objective 3 Maintaining and servicing the SourceUp platform:

This requires a budget proposal that caters to the overall maintenance and servicing of the platform, in line with the Service Levels in the SLA. It covers all activities related to incident management, performance management, patch management, security management and problem management to ensure that the Platform runs smoothly and under the requirements as specified in 3.5.3. for the duration of the Contract. Costs should be shown as monthly or quarterly costs with a total fixed fee cost for a total of 20 months. The submitted budget should not include the costs of 3rd party contracts, such as hosting.

Objective 4 Customer support and contact:

The total costs (fixed fee) for activities related to ensuring the availability of adequate contact and support capabilities for assistance, advise, and other relevant communication for the IDH SourceUp team. Number of required hours should be estimated by the applicant, based on the technology stack in *Annex 3* and other Platform details.

Objective 5 (Optional) SEO, digital marketing and user analysis:

These requirements relate to monitoring the users on the Platform. In addition, a strategy that caters to analysing the user traffic of the platform and how to use SEO and digital marketing to enhance it. Costs should be shown as hourly rates for specialized staff, based on the strategy proposed and the output product.

d) Description per reference for Suitability Requirements

The requirements for these references are stated in Chapter 5.3. (Suitability Requirements). In case of a Consortium, this information must be provided by the Consortium partner who has performed the reference project.

e) UEA-form in accordance with the template in TenderNed

The UEA-form can be made by the UEA-tool in TenderNed. The outcome is a PDF file of the UEA-form which must be submitted. The UEA-form must be completed and signed by a legally authorized representative. The UEA-form is a uniform statement, in accordance with the Dutch Procurement Law. In case of a Consortium, each of the Consortium partners must complete and sign the UEA-form.

f) Service Level Agreement (SLA) template

The SLA template must include the following:

- a) Reporting elements and frequencies,
- b) Service windows – relevant time zone in CET,
- c) Mean time to Restore (MTTR) for high, medium, and low priority (security) issues,
- d) Problem management processes,
- e) Contact information and escalation matrices,
- f) End-to-end platform availability of 99% excl. downtime for planned maintenance, which is sufficiently backed by, if any, Applicant's 3rd party agreements. Mean time to Restore (MTTR) of maximum 4 hours for high priority issues, applicable within office hours (Mo-Fr 08.00-17.00 hrs CET).

The SLA template shall include and be limited to technical and operational details. In the event the Applicant is chosen, further details of the SLA template will be discussed between IDH and the chosen Applicant.

Important: Please refer to the evaluation criteria of Objective 6 in Annex 2 to ensure that you have addressed all aspects that will be used for scoring of your profile and competence.

5.3.2. Documentary Evidence

Upon request from IDH, the Applicant will provide the additional documentary evidence as mentioned below within seven (7) calendar days.

- An extract of the entry in the local Chamber of Commerce or comparable register in the country of establishment. This extract must reflect the current status of the company and may not be older than six months at the time of application. In case of a Consortium, this documentary evidence must be submitted by each of the Consortium Partners.
- A 'certificate of good conduct for tendering', as referred to in Article 2.89 Paragraph 2 Dutch

Procurement Law, issued by the Minister of Justice or a comparable document from the country of establishment issued by a judicial or authorized government body regarding the grounds for exclusion as referred to in Article 2.86 Dutch Procurement Law.

The Applicant guarantees that these certificates correspond with the actual situation of the Applicant at the time of application. The certificate of good conduct for tendering may not be older than two (2) years at the time of application.

5.4. Term of validity

The Proposal must be valid for three (3) months after the date of issue. The Applicant will at the written request of IDH extend this term once by a period of one (1) month. The Applicant cannot derive any claim to the Contract from such a request. In case of extension of the term of validity, the planning submitted by the Applicant with its Proposal will be extended by a corresponding period.

The term of validity will automatically be extended for a period of one (1) month after a final judgment is passed in case of a legal procedure (in this tender procedure).

A shift in the planning for any reason whatsoever will not be regarded as a significant change to the Contract.

6. Evaluation of the Proposals

After the deadline to submit a Proposal has passed, the evaluation committee will evaluate the Proposals that have passed the initial tests as described in Chapter 4.2.

During this evaluation, the documents referred to in Chapter 5.3. of the Tender Guidelines are tested against the evaluation criteria as stipulated in this Chapter 6. IDH may verify the submitted references, documentary evidence, and answers. This verification includes direct contact with the contact persons of listed reference projects.

6.1. Award criterion: MEAT

The Contract will be awarded to the Applicant with the most economically advantageous tender (so-called MEAT). The most economically advantageous tender is determined on the basis of the evaluation criteria of price and quality.

The Quality criterion will account for 50% of the total score, while Price criterion will account for 50% of the total score.

6.2. Evaluation criteria – quality and price

The evaluation criteria are compared and weighed according to the procedure below. These are listed in the Scoring Template (attached hereto as *Annex 2*), which is filled out by the Applicant.

The *Annex 2* contains an Instructions tab. Only proposals adhering to those instructions will be considered eligible for consideration.

6.2.1. Scoring mechanism

Step 1: Criterion – Quality

The Applicant can be awarded a maximum of 100 points for the criterion Quality. These points are awarded across 7 objectives, with several sub-topics, as detailed out in *Annex 2*, tab “Quality assessment”.

The below table shows the maximum amount of points for each objective for the Quality assessment:

Table 1: Points division per objective for the Quality of the proposal

	Objective	Max points
1	Transfer of the existing platform technology and maintenance services	15
2	Platform Development	25
3	Maintenance and Support activities	15
4	Customer support and contact	15
5	SEO, digital marketing and user analysis (optional)	0
6	SLA	15
7	Applicants general company profile requirements	15

The evaluation committee scores the quality of the Applicant's proposal on each of the sub-topics, by determining a level of compliance.

In the below table the scores are listed according to requirement compliance level.

Scoring definition	Score awarded
Answer missing or non-compliant	0
Answer is partially compliant	4
Answer is compliant	7
Answer is surpassing requirement	10

Important: Each requirement will be assessed and scored exclusively against the aforementioned scores. For example, it is not possible for an Applicant to get a score of 8 in a requirement – only non-compliant (0), partially compliant (4), compliant (7), and surpassing requirement (10). The list of all requirements (must-haves and should-haves) can be found in Annex 2.

The Applicant's score for criterion Quality is the sum of all awarded points.

Step 2: Criterion- Price

The Applicant can be awarded a maximum of 100 points for criterion Price. The awarding of points is based on the total budget in EURO (including applicable taxes and excluding the Objective SEO) as supplied by Applicant in *Annex 2*, tab “Budget assessment”.

To determine the Applicant's score, the total budget amount of the Applicant's bid is compared against the lowest eligible bid received across all applicants, with the following formula:

$(\text{Lowest eligible bid} / \text{Applicant's bid}) * 100 = \text{Applicant's score}$
--

Step 3: Weighting

The final score will be weighted based on a 50% score for the Criterion Quality and 50% on Criterion Price obtained by the Applicant.

6.3. Presentation

All Applicants⁷ are invited to present their Proposal to the evaluation committee. The exact date will be communicated by IDH, yet, the presentations are planned to take place between **22th – 27th March 2024** as outlined in the schedule (see: Chapter 4.3.). The timeslot reserved for each presentation will be announced by IDH via email.

The presentation is optional to the Applicant and serves the purpose of getting to know the Applicants and their presentation of the Proposal in order to clarify and improve the quality assessment of the Proposals as laid out in Chapter 6.3.

The presentation, including a question round, will take a maximum of 60 minutes and include the following elements:

- brief introduction of all persons present (maximum 5 minutes);
- presentation of the Proposal (maximum 30 minutes);
- opportunity to ask questions (maximum 25 minutes).

The presentation will take place virtually and must take place in English. During the presentation, the opportunity is given to elaborate on the submitted Proposal. It is, however, not permitted to submit supplementary or new material, which is not included in the submitted Tender during the presentation. Any deviation here from may cause the Tender to be declared invalid. IDH prefers that the presentation will be given by maximum three (3) people who will belong to the core project team and include the person(s) who will act as key-contact during the entire duration of the Assignment.

Important: IDH reserves the right to reduce the time of the presentation to 20 minutes depending on the total number of Applicants for this tender procedure. IDH will notify the Applicants as outlined under Chapter 4.3.

6.4. Award

The Applicant with the highest score and thus the most economically advantageous tender (MEAT) is (provisionally) awarded with the Contract.

If scores of Applicants are equal, priority between those Applicants will be based on the scores determined by the least expected effort of transferring the services from the current service provider to the new Digital Agency (if applicable).

Once IDH has decided which Applicant it intends to award the Contract, a written notification thereof is sent to all Applicants.

7. Communication and confidentiality

⁷ That is, all Applicants that have not been that have not been excluded from the tender procedure, as specified in Chapter 4.2.

The Applicants must ensure that all its contacts with IDH, with regards to the Tender, during the tender procedure take place exclusively via Tendered platform. In specific circumstances outlined in these Tender Guidelines, and if deemed necessary, IDH reserves the right to communicate with the Applicants via email.

The Applicant is explicitly prohibited, in order to prevent discrimination of the other Applicants and to ensure the diligence of the tender procedure, to initiate any contact whatsoever regarding the tender procedure with any other persons of IDH than via Tendered platform.

The documents provided by or on behalf of IDH will be handled with confidentiality. The Applicant will also impose a duty of confidentiality on any parties that it engages. Any breach of the duty of confidentiality by the Applicant or its engaged third parties will give IDH grounds for exclusion of the Applicant, without requiring any prior written or verbal warning.

All information, documents and other requested or provided data submitted by the Applicants will be handled by IDH with due care and confidentiality. The provided information will after evaluation by IDH be filed as confidential. The provided information will not be returned to the Applicant.

8. Disputes

Any dispute between the parties involved in the Tender Procedure that arise from the Tender Procedure, will be submitted to the competent court in Utrecht, the Netherlands.

The Applicants can object against the decision to award the Contract by means of an interim proceeding filing with the civil court in Utrecht, the Netherlands, within twenty (20) calendar days after receiving a written notification from IDH, in which it states its intention to award the Contract to one of the Applicant. By refraining from filing an objection, the Applicant is deemed to have waived its rights to object to the aforementioned award. Any rights of the Applicant under this Tender Procedure will lapse.

In the interest of fast and good progress, each Applicant is urgently requested to provide IDH with timely notification of any legal measures taken, for example by sending the summons.

In the event of interim proceedings, IDH can award the Contract after the judgment in the first instance, unless this judgment prohibits the award.

9. Miscellaneous

9.1. Variants

Variants are not allowed.

9.2. No remuneration

IDH respects the effort and time Applicants are expected to put into the tender procedure. However, IDH is obliged to use its financial means as economically as possible. Therefore, IDH will not remunerate Applicants for their participation in the tender procedure.

9.3. Award

IDH has set out the terms and conditions in these Tender Guidelines and is intent on applying those terms and conditions diligently. However, IDH has the right to assess whether the measures to be taken are proportional and may deviate in exceptional circumstances.

9.4. Re-assessment

In the event that a re-assessment must be made of the Criterion Quality, IDH can appoint the same evaluation committee to do so, or appoint a new evaluation committee. In the event that an Applicant is deemed invalid before the Contract has been awarded, a re-evaluation of the Criterion Price will be made, and subsequently of the Total score. The Criterion Quality will remain intact.

9.5. Post-award inability to perform

If after the final award of the Contract, the Applicant to whom the Contract has been awarded can no longer meet (for whatever reason) its contractual obligations, IDH is entitled to award the (remainder of) the Assignment (insofar as possible) to the Applicant that obtained the second highest overall score in the tender procedure. The Contract will in that case be awarded on the terms and conditions offered in the original tender procedure, without the necessity of conducting a new tender procedure for such assignment.

10. Annexes

Annex 1: Platform development process

Annex 2: Tender Scoring Template- Applicant version (incl. Budget)

Annex 3: SourceUp technology stack

Annex 4: SourceUp & FPC features

Annex 5: Model Question Form

Annex 6a: IDH Code of Conduct

Annex 6b: IDH Safeguarding policy

Annex 7: UEA form