

PROGRAM OF REQUIREMENTS

This chapter includes the requirements set by the Contracting Authority concerning the requested services and the prices and rates.

By submitting a Proposal, the Contractor unconditionally agrees to the set of requirements. Failure to comply with one or more requirements will result in your Proposal being disqualified from the assessment process and therefore excluded from the tendering process.

By submitting a Proposal, you as Contractor, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Proposal being disqualified from the assessment process and therefore, excluded from the tendering process.

1. Requirements relating to the Contractor (RC)

RC1	During the term of the Agreement, the Contractor is able to perform the service in accordance with the Agreement, prevailing legislation and regulations and local frameworks and is obliged to ensure that all the necessary conditions are met during the term of the Agreement, including in any case the available capacity on the part of the Contractor and the continued fulfilment of the grounds for exclusion and suitability requirements stipulated at the time of the tender procedure. If at any time these conditions are not met, or the Contractor no longer seems to be able to meet one of these conditions, the Contractor is obliged to inform the Contracting Authority about this without delay, including the possible impact of an (impending) failure on the Contracting Authority and the proposed measures to prevent the failure from occurring, or at least to limit the consequences thereof for the Contracting Authority as much as possible.
RC2	Internal audits are executed in accordance with NBA/IIA standards, under the responsibility of an RA/CIA.
RC3	The execution of the audits as the management of the IAF must be carried out as efficiently as possible (inspanningsverplichting).

1.1 Requirements relating to the services requested (RS)

RS1	In principle, the audit plan is leading. If no budget overrun is required, it can be discussed between the Contracting Authority and the Contractor to adjust the audit plan (e.g. a scope change or an additional small audit in exchange for another planned audit with a narrower scope).
RS2	The draft audit reports will be sent to the Contracting Authority within 1 month after completion of the internal audit.
RS3	If reports are not accepted, with good reason, by the Contracting Authority, the Contractor will make the necessary adaptations without impact on the overall planning.
RS4	All reports and other information prepared and/or adapted by the Contractor must be delivered in electronic version to the Contracting Authority. The Contractor takes responsibility for the timely dispatch of these documents in full.

1.2 Requirements relating to the members of the audit team (AT)

AT1	At the location of the Contracting Authority, the Contractor's audit team members shall always follow the instructions of the Contracting Authority's staff, insofar as this does not compromise the objectivity and independence of the service by the Contractor.
AT2	The person leading the audit team has certification authority as provided for in Dutch laws and regulations.
AT3	At the first request of the Contracting Authority, the Contractor shall submit, at its own expense, a V.O.G. of audit team members. The Contracting authority will not treat such requests lightly.
AT4	The Contractor guarantees that the deployment of personnel will in no way involve a conflict of interest in the execution of the audits. The Contractor has an obligation to report any potential conflicts of interest.
AT5	The Contractor guarantees to deploy only adequately qualified and equipped personnel for all service. Non-adequately qualified personnel, for example a trainee, shall only be deployed under the continuous supervision of a qualified employee.
AT6	Audit team members employed by the Contractor must not have been involved in serious professional misconduct around similar service to that to be performed for the Contracting Authority.
AT7	Audit team members have a good command of the English language or Dutch language, as needed, both verbally and in writing. Services must be performed, and products must be delivered in the English language.
AT8	During the term of the Agreement, in principle, there will be no change in the composition of the audit team(s).
AT9	The Contracting Authority has the right to require the Contractor to replace an audit team member with another person of the agreed quality in accordance with the provisions of the Agreement and ARVODI-2018 in appropriate cases, provided there are clear reasons for doing so.
AT10	Whenever audit team members are to be replaced or added, replacement or addition of audit team members shall be provided who, in terms of expertise, level of education and experience, are of at least the same level as the originally deployed audit team members. Replacement/addition by audit team members with lesser qualifications can only exceptionally (and then at a lower rate) take place after agreement with the Contracting Authority.
AT11	Audit team members shall also be deployed by the Contractor as much as possible for any additional assignments, to fill them in as efficiently as possible.
AT12	If extra deployment by the Contracting Authority is required due to the Contractor or deviates from the deployment indicated in the Tender Documents, measures will be taken which may lead to settlement of costs.
AT13	The Contractor has a clear and decisive escalation structure whereby the Contracting Authority can communicate at least at partner level about the (status of the) execution of the service.

1.3 Requirements relating to project coordination (RPO)

RPO1	The Contractor designates a permanent point of contact and a permanent substitute who is responsible for the entire service to the Contracting Authority and acts as the sole and substantive point of contact thereon for the Contracting Authority.
RP02	There is regular (at least once a month) consultation.

1.4 Requirements reporting (RR)

RR1	All reports must be written in concise, clear, and well-edited English.
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1.5 Quality Control and Quality Assurance (QC/QA) (RQ)

RQ1	The Contractor has a quality control system to guarantee the quality of the service to be performed by means of compliance with professional standards and quality rules as formulated by de Nederlandse Beroepsorganisatie van Accountants (NBA).
RQ2	Upon request, the Consultant provides insight into quality control carried out for specific audit reports. These can include, but are not limited to, early internal draft versions of reports, internal quality review and use of control sheets in spreadsheet model, calibration and validation, internal check lists on data sets, internal review comments from the Consultant's own reviewers.

1.6 Requirements relating to prices (RP)

RP1	Discounts are not allowed or should be internalised in the final prices and rates.
RP2	Prices/rates are all inclusive. This means that they include wage costs, overheads (such as business premises and wage costs of non-production workers), costs of support activities, costs of using equipment (such as computers) arising from the contract, the Contractors costs related to (feedback) sessions, profits, expense insurance, travel and accommodation costs, use of innovative technologies, etc.
RP3	Additional costs and/or costs under any name above the proposed price are not legally due by the Contracting Authority.

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