

Algemene informatie

Aanbesteding: B04.008.2024 Hiring capacity to execute the Internal Auditor Function
Aanbestedende Dienst: Invest International Public Programmes B.V.
Referentie: B04.008.2024

Toelichting:

Vraag en antwoord

Ref.nr. **Onderwerp:**
1 Requirements - Quality Control System

Vraag:

One of the requirements is "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 the Nederlandse Beroepsorganisatie van Accountants (NBA)". Could you clarify why compliance with the NBA professional standards is a requirement and not with the IPPF issued by the Institute of Internal Auditors?

Antwoord:

Either qualification is acceptable.

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Ref.nr. **Onderwerp:**
2 Requirements - Audit team lead certification authority

Vraag:

We would like to have further clarification regarding the following requirement " The person leading the audit team has certification authority as provided for in Dutch laws and regulations". Could you specific which certification and Dutch law and regulations you refer to and the reasoning behind this?

Antwoord:

We have dropped this requirement (AT2) - Appendix 4 Program of Requirements - Section: Requirements relating to the members of the audit team (AT).

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3 **Onderwerp:**
Requirements

Vraag:

We would like to have further clarification regarding one of the requirements outlined in the tender documents (tender guide internal auditor p21). Specifically, the requirement states: "The contractor has a license issued by the Autoriteit Financiële Markten (AFM) to conduct statutory audits (WTA license) and the contractor is registered as an auditor in the auditors' register of the professional association NBA."

As an internal audit service provider firm, we do not conduct any statutory audits. Could you please confirm if this requirement only applies to firms conducting statutory audits? Are the consulting firms like ours (providing internal audit services) exempt from this licensing and registration requirement?

Antwoord:

We confirm that this requirement only applies to firms conducting statutory audits. Consulting firms like yours (providing internal audit services) are exempt from this licensing and registration requirement.

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4 **Onderwerp:**
Art. 7.15 Concept Framework Agreement

Vraag:

Art. 7.15 Concept Framework Agreement (question to contracting authority): We kindly request you to replace the words "can reasonably be attributed" with "is directly and demonstrably attributed to". Can you agree to this?

Antwoord:

We agree to this. The concept framework agreement will be adjusted.

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Onderwerp:

Art. 4.2 and 4.3 c Draft Framework Agreement

Vraag:

Art. 4.2 and 4.3 c Draft Framework Agreement (question to contracting authority): this article states that if an "expert" does not (no longer) meet the agreed qualifications or does not perform the work properly in the opinion of the contracting authority, the contracting authority is entitled to suspend this expert and he/she must be replaced within 5 working days. Non-compliance (including the set deadline) shall constitute a breach of contract. We consider not only the stipulated deadline of 5 working days unreasonable, but also the legal consequences as laid down in clause 4.2 (directly producing a default) and clause 4.3 (right of rescission) are too far-reaching. The Contractor is of the opinion that, in a situation as described in this article, the parties should discuss by mutual agreement a reasonable period for replacement. Furthermore, the Contractor proposes to remove article 4.3 from the agreement. In case of an (attributable) default, the Contractor should first be in default (after the Contractor has been put in default by means of a written reminder).

Antwoord:

Herewith we confirm that replacement must be replaced within one (1) month. Article 4.2 of the agreement will be adjusted. Article 4.3 is not applicable and will be removed from the agreement.

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Onderwerp:

ARVODI 2018| 24.7

Vraag:

24.7

Conditions of employment are confidential information. Moreover, it concerns personal data. We cannot unreservedly accept this obligation. This is different in case authorised bodies demand insight.

Can you therefore agree to drop this provision?

Antwoord:

We assume you mean article 27.4 of the ARVODI 2018. We agree to drop this provision.

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Onderwerp:

ARVODI 2018 | 26.2

Vraag:

Article 26.2 ARVODI 2018 sets out requirements regarding insurance. However, based on contractual agreements with the insurer that are common for accountancy organisations, we are prohibited to allow third parties (including clients) to inspect the insurance policy or individual policy conditions. However, we can alternatively provide proof of insurance, being a statement from the insurer stating that we are adequately insured.

Are you willing to declare article 26.2 ARVODI 2018 inapplicable and include in the Agreement that the submission of a proof of insurance will suffice?

Antwoord:

Herewith we declare that article 26.2 of the ARVODI 2018 is inapplicable and we will include in the Agreement that the submission of a proof of insurance will suffice.

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Onderwerp:

ARVODI 2018 | 24.7

Vraag:

24.7

We cannot agree to this indemnification. It is not common for our industry.

Can you agree to drop the indemnity?

Antwoord:

We refer to the answer of question 42.

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Onderwerp:

ARVODI 2018| 24.2, 24.3

Vraag:

24.2 | 24.3

These articles do not seem to apply to assignment requested.

Do you agree that these articles are declared not applicable?

Antwoord:

We refer to the answer of question 42.

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Onderwerp:

ARVODI 2018| 24.1| 24.5 | 24.6

Vraag:

24.1| 24.5 | 24.6

Under our professional regulations, we cannot transfer IP rights to our clients. Therefore, we propose to replace the text of Articles 24.1, 24.5 and 24.6 with the following text:

"The Contractor retains all intellectual property rights. All intellectual property rights which the Contractor uses or has used or develops or has developed during the performance of the assignment for the Client or resulting from it belong to the Contractor. Subject to a statutory obligation, the Client is explicitly forbidden to duplicate, disclose or exploit products containing the Contractor's intellectual property rights or products subject to intellectual property rights for which the Contractor has acquired rights of use, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual products of the Contractor, all in the broadest sense of the word. The Client does receive an extended right of use over the products delivered".

Can you agree to this?

Antwoord:

We refer to the answer of question 42.

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Onderwerp:

ARVODI 2018 | 22.4

Vraag:

22.4

We consider it reasonable to reciprocate the arrangement in Art 22.4 ARVODI 2018. Can you agree to this? And where Art 22.4 refers to seizure we would deem it appropriate to change it into attachment by execution.

Can you agree to this?

Antwoord:

We refer to paragraph 7.18 of the concept agreement.

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Onderwerp:

ARVODI 2018 | 21.3

Vraag:

21.3

We cannot agree to this limitation of liability. This is also unusual in our industry. The market norm is liability up to 3x the assignment value, based on the standard terms and conditions from our professional association. We therefore propose to amend the provision as follows:

"Barring intent or deliberate recklessness on the part of the Contractor's executives, the Contractor's liability is limited to three times the amount of the fee charged by the Contractor to the Client in the twelve (12) months preceding the time of the claim(s) for the work in which the cause of the loss is located, i.e. only for the relevant assignment. The Contractor shall not be liable for indirect damages, consequential damages, penalty damages and/or loss of profits."

Can you agree to this?

Antwoord:

An extra article regarding paragraph 21.3 of the ARVODI 2018 will be added in the framework agreement with the following text: "The five (5) bullets of paragraph 21.3 of the ARVODI 2018 are not applicable. These will be replaced by the following text: "Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damage incurred by the other Party, on the understanding that liability is limited to three (3) times the annual contract value of the relevant audit and the maximum value of six (6) times the annual contract value of the relevant audit per year for each year or part of a year that the contract has been in force. The contractor shall not be liable for indirect damages, consequential

damages, penalty damages and/or loss of profits".

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Onderwerp:
ARVODI 2018 | 18.3

Vraag:

18.3

According to this article, the costs of an auditor's examination of invoices shall be borne by the Client unless the auditor's examination reveals that the invoice is incorrect or incomplete, in which case the costs shall be borne by the Contractor.

We understand this exception, but in our view it is unreasonable where the inaccuracy or incompleteness is intangible. We therefore propose to add a sentence to clause 18.3:

"The aforementioned cost allocation (costs to be borne by the Contractor) does not apply if the inaccuracies or incompleteness are intangible"

Can you agree to this?

Antwoord:

We agree to this.

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Onderwerp:
ARVODI 2018 | 6.1

Vraag:

6.1

This provision may give the impression that it would be up to the Client to determine by whom the assignment is to be carried out. However, this cannot be the case. We suggest the following addition:

"The Contractor shall determine the manner in which and by which persons the assignment shall be carried out. All assignments shall be accepted and performed exclusively by the Contractor, even if it is the Client's explicit or

implied intention that the services be performed by one or more specific persons associated with the Contractor. Articles 7:404, 7:407(2) and 7:409 of the Civil Code shall not apply."

Can you agree to this?

Antwoord:

We agree to this.

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Onderwerp:
ARVODI 2018 | 4.

Vraag:

4.

This article indicates an approval procedure. This does not relate well to the position and role of the auditor, as well as the nature of the service.

Can you agree to drop this article?

Antwoord:

We don't agree to drop this article as this article concerns the assessment of the results of the executed audit services.

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Onderwerp:
ARVODI 2018 | 3.1

Vraag:

3.1

Pursuant to Article 3 ARVODI 2018, the Contractor must give guarantees to the Client. It does not suit the Contractor's position and role to issue such a guarantee, as this results in an obligation to achieve a result, which may be contrary to the professional and conduct regulations applicable to the Contractor. Therefore, the Contractor requests the Client to stipulate that, in deviation from Article 3 ARVODI 2018, an obligation to perform to the best of one's abilities rather than a result obligation is agreed.

Can you agree to this?

Antwoord:

We don't agree to this. The requirements mentioned in this article 3 are not disproportional.

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17

Onderwerp:
5.5 Award criterion 'price'

Vraag:

Rates need to be presented for the levels Director/Principle, Senior, Medior and Junior. As this does not match with our structure of functions/experience levels, would you support us presenting rate cards based on our set-up (preferred)? Or if not possible, indicate the experience level (in years) for the levels mentioned by you?

Antwoord:

The experience level (in years) are: 1) Director/Principle (>10 years of relevant experience), 2) Senior (5 - 10 years of relevant experience), 3) Medior (2-5 years of relevant experience) and 4) Junior (<2 years of relevant experience).

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18

Onderwerp:
5.4.3 Sub award criterion C "Quality Team"

Vraag:

Beside the 12 separate CV's there are 2 additional CV's requested for the contact persons. Isn't it possible that some-one of the key matter experts is also a contact person?

Antwoord:

It is possible that some-one of the key matter experts is also a contact person.

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Onderwerp:
5.4.3 Sub award criterion C "Quality Team"

Vraag:

The tender guide request for 12 separate items 12 separate CV's. Can you explain why it could not be an option that some key matter experts are experts on more than 1 item?

Antwoord:

The same key matter expert can be used for multiple audits with a maximum of 3 audits.

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Onderwerp:
5.4 Phase 4

Vraag:

Concerning the process, can you please share the evaluation of the current process with the current provider?

Antwoord:

The annual evaluation is taking place with the CEO /CFRO.

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Onderwerp:
5.4 Phase 4

Vraag:

Concerning the plan preparation, please share audit plans related to previous and current years?

Antwoord:

If you fill in and sign the NDA and mail it to procurement@investinternational.nl, you will get access to the audit report based on the four (4) executed audits in 2023 and the quarterly Risk Report Q1-2024.

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Ref.nr. 22 **Onderwerp:** 5.4 Phase 4 – evaluation of the award criterion ‘best value for money’

Vraag:
In case the current Contractor participates in this tender, how would you reasonably ensure that the other bidders have a fair change given their information gap with the current provider?

Antwoord:
We respect a level playing field. Therefore, we ensure that all interested parties have access to the right information to submit a good proposal.

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Ref.nr. 23 **Onderwerp:** 4.12 Proposal regulations

Vraag:
4.12 What to you mean with registration fee?

Antwoord:
The hourly rates submitted.

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Ref.nr. 25 **Onderwerp:** 3.11 Documents of evidence

Vraag:
It is indicated that the Contractor should be registered in the auditor’s register of the professional association NBA. Please note that the Institute of Internal Auditors is the main professional body for internal audit. Can you confirm that both registration for NBA and IIA are relevant?

Antwoord:
We confirm; either registration is acceptable. See also the answers to questions 1 and 44.

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26

Onderwerp:
1.9 Monitoring the framework agreement

Vraag:
What performance/service indicators/targets do you expect, or are currently in place?

Antwoord:
This it to be determined by mutual consent.

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Onderwerp:
1.8 The agreement/contract

Vraag:
It is indicated that the reason for a longer contract period is that a period of four years is too short to properly organize the audit function. Are you suggesting that there is preference to continue with the current provider, or may there be other business reasons for a transition to a new partner?

Antwoord:
We are by no means suggesting that there is a preference to continue with the current supplier. The reason for this tender is that the current agreement expires on 1 January 2025.

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Onderwerp:
1.8 The agreement/contract

Vraag:
What is the role and size of the Risk & Compliance team? (in paragraph 1.3 is mentioned that the start of each internal audit (3th line) needs approval of R&C (2nd line))

Antwoord:
The Risk & Compliance Team consist of seven (7) staff members.

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Onderwerp:
1.5 Desired result

Vraag:

How is current progress on action plans following internal audits?

Antwoord:

Audit findings are tracked in a FUM (Findings under Management) list and are up to date (no overdues).

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Onderwerp:
1.5 Desired result

Vraag:

What about the cultural elements?

Antwoord:

Cultural elements are part of the HR audit.

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Onderwerp:
1.5 Desired result

Vraag:

How would you describe the current level of risk management and internal control?

Antwoord:

Adequate. We have received positive feedback on risk management and internal control in recent reports on Invest by Dialogic and Alvarez.

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Onderwerp:
1.5 Desired result

Vraag:

To which extend is the process manual implemented at the start of Invest International up to date and embedded?

Antwoord:

We are using Mavim and the completion level of process on level 3 is approx. 80%.

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33

Onderwerp:
1.3 Description of assignment

Vraag:

In the tender guide is mentioned ‘the mock audit for a possible EU Pillar Assessment is included as an option’. Is the mock audit part of the weighting process or a separate element? Will including or excluding an additional paragraph in the proposal related to the mock audit has impact on the tender-decision?

Antwoord:

The mock audit is no longer part of this tender, so also not as an option. You need not include the mock audit in your proposal for this reason.

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34

Onderwerp:
1.3 Description of assignment

Vraag:

Mentioned is: “Perform 4 to 6 audits every year”, and in 5.4.1 an offer for 4 audits is requested. Does that mean that it would be possible that if in any year 5 or 6 audits are performed, there is also additional budget for this 1 or 2 additional audits?

Antwoord:

That is correct.

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Ref.nr. 35
Onderwerp: 1.3 Description of assignment

Vraag:
When was the internal audit charter for the last time updated?

Antwoord:
Please find enclosed our Internal Audit Charter, as approved in 2021.

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Ref.nr. 36
Onderwerp: 1.3 Description of assignment

Vraag:
It is indicated that ARC/SB is attended twice a year, but later that the ARC is briefed quarterly. Please clarify on frequency.

Antwoord:
The ARC is held quarterly. Internal Audit attends 2x per year.

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Ref.nr. 37
Onderwerp: 1.3 Description of assignment

Vraag:
The service is also to cover the preparation and applying internal audit methodologies, including report formats. How do you look at this as there is existing practice? Do you appreciate a fresh look and improvements?

Antwoord:
We are a relatively new company (2.5 years) and appreciate a fresh look.

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Ref.nr.
38

Onderwerp:
1.3 Description of assignment

Vraag:

New contract starts 1 January 2025, but approval of a multi-year plan and 2025 annual plan may be required earlier. So, how do you organise the transition in case of change of partners? May the new partner be onboarded earlier just for preparing plans and handover, and will the current partner still be available to present the result of work until end 2024, in ARC meeting early 2025?

Antwoord:

We prefer a smooth handover and are willing to cooperate in the transfer process as much as possible. The new partner can be onboarded earlier as 1 January 2025 for preparing plans and handover. The current partner will be available till 31 December 2024.

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Ref.nr.
39

Onderwerp:
1.3 Description of assignment

Vraag:

Is a multiple-year plan available? And if so, covering which period? Please share?

Antwoord:

No.

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Onderwerp:
1.2

Vraag:

1.2 Cause - reference is made that the contract with the current internal auditor expires on 1 January 2025.

- Did the current contract have the same conditions as the current tender with options for renewal?

Antwoord:

No.

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Beantwoord op: 11 jul. 2024

Ref.nr.
42

Onderwerp:
question ARVODI

Vraag:

Document: Article 24 – ARVODI

Question: Article 24 sets out a complete transfer of all intellectual property rights vested in the results of the agreement to the Contracting Authority. This is an issue for us for multiple reasons. We understand that the Contracting Authority wishes to freely use the results/deliverables of the Contract. However, we cannot agree with an unlimited and unrestricted use of such deliverables.

If we would transfer the intellectual property rights vested in our deliverables to the Contracting Authority, the Contracting Authority would have the right to amend/change and exploit such deliverables. Given the character of the deliverables, we cannot agree to that. If that would be the case, we cannot guarantee the correctness and completeness of the deliverables and therefore cannot exercise our professional responsibility with regard to the deliverables. With regard to any advice contained in the deliverables, we would lose our influence on the content and distribution of such advice.

We believe, based on the above, that a license to use the deliverables would suffice for the purpose of this contract. We also refer to rule 3.9.1.2 of the Proportionality Guide. Can you agree to change this article 24 accordingly?

“(Intellectual) property rights that vest in the Contracting Authority or the Contractor, or is licensed to them by a third party, before the execution date of the Contract, shall remain vested in the original owner. The Contractor reserves all intellectual property rights in relation to products of the intellect that it uses or has used and/or develops or has developed within the framework of the execution of the Contract in which it holds or can exercise copyrights or other intellectual property rights. The Contracting Authority may use the results of the Contract for its own internal use, insofar appropriate within the purpose of the Contract.”

Antwoord:

Article 24 of the ARVODI 2018 is declared inapplicable to the agreement. Article 7.19 of the agreement will be replaced by the following text “Article 24 of the ARVODI 2018 is declared inapplicable and will be replaced by the following text: "(Intellectual) property rights that vest in the Contracting Authority or the Contractor, or is licensed to them by a third party, before the execution date of the Contract, shall remain vested in the original owner. The Contractor reserves all intellectual property rights in relation to products of the intellect that it uses or has used and/or develops or has developed within the framework of the execution of the Contract in which it holds or can exercise copyrights or other intellectual property rights. The Contracting Authority may use the results of the Contract for its ownuse (including, for the avoidance of doubt, reporting to its external stakeholders), insofar appropriate within the purpose of the Contract.”

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Ref.nr.

43

Onderwerp:

question Framework Agreement

Vraag:

Document: Article 7.13 Framework Agreement

Question: Article 7.13 stipulates that the contractor needs to indemnify the contracting authority for third party claims. The accountant obviously has a professional responsibility regarding its work. In that context, the law and (professional) regulations already include a safety net with regard to the liability of the accountant for its professional errors towards the client and towards third parties. However, indemnifying the client against claims from third parties goes further and is contrary to what is customary in our profession. Providing an indemnity for third party claims is extremely unusual in our industry (the only exception to this is indemnities for claims from tax authorities and social security authorities and for claims from third parties regarding infringement of intellectual property rights). The risk placed on the contractor in this way is disproportionate, as determined in Regulation 3.9 A of the Proportionality Guide published by the Ministry of Economic Affairs and Climate in January 2022. Also, it is not clear if the liability cap as set out in second part of the clause also applies to the indemnification. Can you please confirm that that is the case.

Also, it is common practice in our type of business to align the limitation of liability to a maximum of three times the fee. Can you agree to substitute 7.13 with following clause:

“In deviation of article 21.3 of the ARVODI-2018 the following shall apply. The Contractor’s liability for any errors that would have been prevented if

Contractor had exercised due care, is limited to a maximum of three times the fee paid and/or owed by the Contracting Authority for the specific services provided under the Contract from which the errors resulted. This limitation of liability shall not apply to liability that according to the applicable law cannot be restricted, to liability for death, bodily injury or damage to health and to liability in case of intent or gross negligence on the part of the Contractor.”

Antwoord:

Article 7.13 will be inapplicable.

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Ref.nr.
44

Onderwerp:

question Framework Agreement

Vraag:

Document: Article 6.2 Framework Agreement

Question: There could be circumstances or reasons that the data and information received under the Framework Agreement or for the execution of the services need to be retained for a longer period of time. Can you agree with adding following wording at the end of the clause:

“[...], unless (i) Contractor is required under any provision in the applicable national or international legislation and regulations, including professional rules and regulations, to retain such information, or (ii) Contractor or persons affiliated with it or working for Contractor act in any disciplinary, civil, administrative or criminal proceedings in which this information may be of importance”.

Antwoord:

We agree with adding these words at the end of article 6.2 of the framework agreement.

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Ref.nr.
45

Onderwerp:

question Framework Agreement

Vraag:

Document: Framework Agreement Article 7.4

Question: We are part of an international network of independent local legal

entities (member firms) that provide professional services, including accounting and advisory services, under the same name and brand. Can you agree to amend article 7.4 as follows?:

“In addition to article 8 of the ARVODI 2018, Parties agree that 'third parties' as included in article 8.1 of the ARVODI 2018 does not mean entities affiliated to the Contractor or operating in the same network and providing services under the same brand name as Contractor and that Contractor does not require the prior consent of the Contracting Authority for the engagement of such affiliated entities or member firms.”

Antwoord:

We agree to this. Paragraph 7.4 of the concept agreement will be adjusted.

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Ref.nr.
46

Onderwerp:
Question NBA

Vraag:

Document: Appendix 1 Suitability requirements part IV ESPD; Section: NEDERLANDSE BEROEPSORGANISATIE VAN ACCOUNTANTS (NBA)

Questions: "The Contractor is registered as an auditor in the auditors' register of the professional association NBA" Does a registration to the IIA also qualify?

Antwoord:

Yes, we also refer to the answers of questions 1 and 25.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

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Ref.nr.
47

Onderwerp:
question Tender guide and Waiting Room Agreement

Vraag:

Document: Paragraph 4.5 Tender guide and Waiting Room Agreement

Questions: Paragraph 4.5 of the tender documentation stipulates that a waiting room agreement of no less than 3 (!) years must be concluded with the second-best contractor. We are of the opinion that a one-sided waiting room construction is not reasonable, because of the high risk that the situation of the second-best contractor /ourselves will change after the

contract has been awarded. For example, it may happen that a company affiliated with us carries out consultancy work for the client, as a result of which we can no longer carry out the audit assignment due to the independence legislation. Moreover, it is practically impossible to keep the same team as mentioned in the tender available for a long period of time. In addition, if this agreement is invoked after the winning party has started to perform work for Invest International, a new situation may arise that might qualify as a "substantial change" and as a result the agreement must be retendered taking into account the changed circumstances (duration/transfer work/etc). The proposal would therefore no longer fit the situation and circumstances.

Given the above, would it be possible to not apply the waiting room requirement? If you are not willing to do so, can you agree to make the Waiting Room Agreement subject to the following conditions; (a) the contractor is not obliged to make available the same team (of course comparable), (b) the waiting room agreement may be refused by the contractor in connection with a conflict with the independence legislation the accounting firm is subject to, and (c) the waiting room agreement cannot be invoked in the event of a material change?

Antwoord:

We accept your proposal and agree to make the waiting room agreement subject to the following conditions; (a) the contractor is not obliged to make available the same team (of course comparable), (b) the waiting room agreement may be refused by the contractor in connection with a conflict with the independence legislation the accounting firm is subject to, and (c) the waiting room agreement cannot be invoked in the event of a material change. The waiting room agreement will be adjusted.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

Beantwoord op: 17 jul. 2024

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Onderwerp:

Question NDA

Vraag:

Questions: When and how should the signed NDA be submitted?

Antwoord:

The signed NDA must be as soon as possible sent per email to procurement@investinternational.nl.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

Beantwoord op: 17 jul. 2024

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49

Onderwerp:
Question certification

Vraag:

Document: Appendix 1 Suitability requirements part IV ESPD; Section: C. PROFESSIONAL ABILITY AND CERTIFICATION

Questions: "The Contractor has executive officers and employees directly responsible for the audit who are in any case part of the professional group of auditors as referred to in Article 393(1) of Book 2 of the Dutch Civil Code." This Civil code refers to a chartered accountant in regards to auditing the annual accounts (RA). Interms of Internal Auditing do you deem a Chartered operational auditor (RO) that is a member of the Institute of Internal Auditors (IIA) also sufficient?

Antwoord:

Yes, we refer to the answer to questions 1, 25 and 46.

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50

Onderwerp:
Question key competence

Vraag:

Document: Appendix 1 Suitability requirements part IV ESPD; sectie: B. TECHNICAL AND PROFESSIONAL COMPETENCE - REFERENCES

Questions: "The Contractor Shall attach a maximum of one (1) reference per key competence" Could you please explain what is ment with key comptence. As in the previous sections one core competence is mentioned?

Antwoord:

Only one (1) key competence is applicable: "The Contractor has been responsible for the performance of internal audit services for at least one reference organization being a financial asset manager with assets to be managed of at least EUR 500 million per year. The audit work included at least the preparation of audit plans, conducting audits, reporting and monitoring in accordance with NBA audit standards or according to the Institute of Internal Auditors (IIA).

Furthermore, the Contractor must have carried out at least three different internal audits for the reference organization, of which at least one focused

on the financial administration of the reference organization".

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Onderwerp:
Tender guide - 1.3

Vraag:

How many years will it take for the internal auditor to cover the entire audit universe with the audits to be performed?

Antwoord:

2 to 3 years.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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52

Onderwerp:
Tender guide - overall

Vraag:

The Tender Guide is in English. Is it correct that the proposal must also be written in English?

Antwoord:

That is correct.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

Beantwoord op: 11 jul. 2024

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53

Onderwerp:
Tender guide - 1.3

Vraag:

What is the current list of 12 audits based upon? How does this list relate to the requirement for the internal auditor to draft an annual plan by itself?

Antwoord:

Based on past experience.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

Beantwoord op: 17 jul. 2024

Ref.nr.
54

Onderwerp:
Tender guide - 1.3

Vraag:

Is there a multi-year Internal Audit plan? If so, how are audits on request or changing risks incorporated into the plan?

Antwoord:

No.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

Beantwoord op: 17 jul. 2024

Ref.nr.
55

Onderwerp:
Tender guide - overall

Vraag:

Is an Internal Audit manual available?

Antwoord:

No.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

Beantwoord op: 17 jul. 2024

Ref.nr.
56

Onderwerp:
Tender guide - overall

Vraag:

Is the IAF IIA certified, or does the IAF have ambitions to become certified in the future?

Antwoord:

No.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

Beantwoord op: 17 jul. 2024

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57

Onderwerp:
Tender guide - 1.3

Vraag:

Is there a reason why operational audits, in addition to strategic, financial, IT, and compliance audits, are not mentioned as types of audits to be performed?

Antwoord:

That the operational audits are not mentioned as types of audits to be performed is an omission. They should have been included. You can consider them to be performed.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

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58

Onderwerp:
Tender guide - 1.4

Vraag:

Does Invest International expect any assurance audits (in line with NV COS), or should the audits be performed in accordance with IIA Standards?

Antwoord:

We don't expect any assurance audits.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

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59

Onderwerp:
Tender guide - 5.4.1

Vraag:

What elements are required to be included for sub-award A (audit plan)? Should this include a detailed plan of approach for the individual audits (how we will deliver the audits), or is Invest International only looking for a list of which audits will be performed?

Antwoord:

We are looking for: 1) a list of 4 audits for the audit plan for the first contract year and the explanation why you have selected these audits. 2) a list of 4 audits for the concept audit plan regarding the second contract year and 4

audits for the third contract year, including the explanation why you have selected these audits.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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60

Onderwerp:
Tender guide - 1.3

Vraag:

One of the 12 core processes is "impact." Could you please elaborate on this process?

Antwoord:

The "impact core process" refers to the reporting, calculation and methodology of the Impact that is generated in the different investment portfolios of Invest International.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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61

Onderwerp:
Tender guide - overall

Vraag:

Is there currently an internal control framework implemented in the organization according to which the organization is working that details the (key) controls in place?

Antwoord:

No.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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62

Onderwerp:
Tender guide - overall

Vraag:

How do you expect the internal auditor to work together with (and rely on) the work performed by the second line functions?

Antwoord:

Internal Auditor works closely with the second line departments and the Director of Risk is the first point of contact for the internal audit.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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63

Onderwerp:

Tender guide - overall

Vraag:

In addition to the Internal Audit (IA) risk assessment, are there any other risk assessments performed?

Antwoord:

The ADR (Audit Dienst Rijk) may perform audits on public funded programmes (DRIVE, D2B, ORIO).

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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64

Onderwerp:

Appendix 13 Organisation chart

Vraag:

In the organization chart (appendix), IESG is mentioned. What does the "I" stand for?

Antwoord:

The "I" stands for "Impact".

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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65

Onderwerp:

Tender guide - overall

Vraag:

What are the key elements that the current provider did well (and the new internal auditor must replicate) and what aspects did not go well (and should

be improved by the new internal auditor)?

Antwoord:

We don't think this question is appropriate. You have access to all the relevant information to prepare your proposal.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

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66

Onderwerp:
Tender guide - 1.1

Vraag:

Is the Internal Audit Function (IAF) active within all four subsidiaries of the holding company Invest International B.V.?

Antwoord:

Yes.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:
Tender guide - overall

Vraag:

Are there specific Key Performance Indicators (KPIs) already agreed upon and in place? If so, what are these KPIs? If not, do you expect the contractors to include these (proposed) KPIs in the proposal?

Antwoord:

We refer to the answer of question 26.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:
Appendix 2 format reference

Vraag:

The reference form currently refers to one credential only (for a financial

asset manager). Given our extensive experience with numerous relevant organizations, can we include multiple credentials as a reference?

Antwoord:

No.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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69

Onderwerp:

Tender guide - overall

Vraag:

Taking into account the current Internal Audit (IA) supplier's capabilities and knowledge of Invest International, would it be possible to have contact with 1-2 relevant employees of Invest International?

Antwoord:

No, the Memorandum of Information is the only possibility to ask questions.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:

Tender guide - overall

Vraag:

Who are the three members of the assessment committee?

Antwoord:

The assessment team consists of persons with at least the position of Director.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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71

Onderwerp:

Appendix 11 format summary CV's

Vraag:

Could you confirm whether there is a specific limit of 5 pages per CV

(meaning the total CV element of the proposal entails 70 pages (14 CVs x 5 pages each)?

Antwoord:

Yes, we confirm.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:

Appendix 11 format summary CV's

Vraag:

We have many experts within a large domain. For example, within ESG, we have experts in the fields of sustainability, compliance, double materiality assessment, etc.. May we submit multiple CVs for a single topic?

Antwoord:

No.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:

Tender guide - overall

Vraag:

The Request for Proposal can be based on existing practices and relationship with the current vendor. With this, the current vendor will be able to present a proposal that is in line with the current way of working and thereby achieve the full score. This relates to an advantage of the current vendor. How will it be ensured that an equal playing field is created for the Bidders?

Antwoord:

All interested bidders have been supplied with the same relevant information and the submitted proposals will be evaluated objectively. We also refer to our answer of question 22.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:

Vraag:

"To the extent that personal data are processed in the provision of our services, Contractor considers itself to be a data controller within the meaning of the GDPR. This means that Contractor does not enter into processing agreements with customers as this is only required and appropriate if Contractor acts as a processor. The background to this position is that Contractor is engaged by customers because of its particular expertise on the subject in question and thus provides its services as a professional, independent advisor. Contractor determines entirely independently how it will carry out its work, what resources it will use to do so and what personal data are required to do so, and also drafts its opinions entirely independently. This independence is essential for Contractor to maintain the quality of its services. The obligation to follow client instructions as to which personal data we may process and exactly how we may do so, as a processor must do, inherently impinges on the autonomy that Contractor needs to provide quality services. Processing personal data is also not at the core of our services but rather a necessary adjunct to delivering our services. Finally; to the extent that Contractor receives instructions from clients, these basically relate to the desired output of our services and not how we should process personal data.

In view of the foregoing, we believe that entering into a processor agreement is neither appropriate given the GDPR role we actually have (controller), nor necessary for compliance with the GDPR. As the responsible party, the Contractor itself will ensure that the necessary processing of personal data complies with the GDPR. The Contractor is, however, willing to make agreements regarding the processing of personal data that are appropriate to a situation where there are two independent processors. In any case, a right to instruct cannot be part of this. This also affects article 7.9

Do you share our view that, as the Contractor as the data controller will not receive any instructions from the Contracting Authority regarding the processing of personal data, no processing will be concluded in the context of the Agreement. If not, why not?"

Antwoord:

We share your view that, as the Contractor as the data controller will not receive any instructions from the Contracting Authority regarding the processing of personal data, no processing will be concluded in the context of the Agreement.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function
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Ref.nr. **Onderwerp:**

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Tender guide - overall

Vraag:

"It is necessary, based on the professional regulations applicable to our organization, that the intellectual property rights to statements and reports belong to the Contractor. From our discipline we bear the technical responsibility for our statements and other reports. We cannot, of course, bear this responsibility if we transfer the rights to our statements. It is therefore important for us that the agreement contains a provision that stipulates that the intellectual property rights on the reports and statements to be provided by us remain with us and that you therefore cannot process with the further distribution or adaptation of the work products to be delivered by us without our prior permission.

Are you therefore willing to add to this provision to the agreement?

Text proposal:

"The Contractor retains all intellectual property rights. All intellectual property rights that the Contractor uses or has used or develops or has developed during the execution of the Assignment for the Contracting Authority or as a result thereof belong to the Contractor. The Contracting Authority is expressly prohibited, unless there is a legal requirement, to reproduce, publish, and/or exploit products which contain intellectual property of the Contractor or products that have intellectual property rights for which the Contractor has acquired user rights, including computer programs, system designs, methods, advice, (model) contracts and to multiply, make known or exploit other mental products of the Contractor, all in the broadest sense of the word. The Contracting Authority does receive an extensive right of use over the delivered products " "

Antwoord:

We refer to the answer of question 42.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:

Tender guide - overall

Vraag:

"Article 1.2 provides for a ranking provision. It does not follow from this ranking provision that the Memorandum of Information takes precedence over the Framework Agreement. The Contractor does not consider this to be reasonable, as it means that possible deviations from the Framework Agreement on the basis of the Memorandum of Information do not take precedence over the Framework Agreement, whereas this is the intention. Contractor therefore proposes to change the ranking order as follows:

1. Memorandum of Information
2. This Framework Agreement
3. The verification report
4. Tender Guideline
5. ARVODI 2018
6. The proposal

If you do not agree with this, can you guarantee that the adjustments based on the Memorandum of Information will be included in the Framework Agreement?"

Antwoord:

We don't agree this as the adjustments based on the Memorandum of Information will be included in the Framework Agreement.

Perceelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:

Tender guide - overall

Vraag:

Articles 4.1, 4.2, 4.3 and 4.4 give the Contracting Authority the possibility to affect the composition of the audit team. The Contractor considers this neither reasonable nor preferable. We therefore propose to declare the third sentence of article 4.1, articles 4.2 and 4.3 in its entirety and the last sentence of article 4.4 inapplicable.

Antwoord:

Article 4.1: we agree: The third sentence will be considered inapplicable and therefore be removed (see also our answer to question 14). Article 4.2: we don't agree and refer to the answer of question 5. Article 4.3: we agree and refer to the answer of question 5. Article 4.4: we don't agree as we consider, that when an auditor registered in the AFM register with disciplinary actions, is deployed to execute an audit for us, this so important, we wish to have the possibility to intervene.

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Onderwerp:

Tender guide - overall

Vraag:

Article 7.11 provides that the Contractor's employees may be subject to an additional screening. The Contractor conducts a comprehensive pre-employment screening of its employees prior to their employment. Are you willing to omit your screening on the basis that the aforementioned pre-employment screening by the Contractor provides sufficient safeguards?

Antwoord:

Yes, we are willing to do that.

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Onderwerp:
Tender guide - overall

Vraag:

"Identification

As stated above, it is necessary that the intellectual property rights to statements and reports belong to the Contractor. Article 7.19 is not consistent with this. Therefore, we propose that article 7.19 be deemed inapplicable. According to article 7.13 the Contractor must indemnify the Contracting Authority against third-party claims. Such a generally worded indemnification is not acceptable. We therefore propose that the indemnification as contained in article 7.13 be declared inapplicable.

Furthermore, it is desirable and common within the industry to agree on an indemnity in favour of the Contractor. We propose to replace article 7.14 by the following wording:

“Contracting Authority shall indemnify the Contractor in respect of all claims by third parties arising from or relating to the work(s) performed or to be performed for the Contracting Authority, unless such claims are the result of intent or deliberate recklessness on the part of managerial staff of the Contractor. The indemnity also covers all damage and (legal) costs suffered or incurred by Contractor in connection with such a claim.””

Antwoord:

Regarding article 7.9, we refer to the answer of question 42. We agree to confirm the indemnification as contained in article 7.13 to be inapplicable (we refer to the answer of question 43). Regarding article 7.14: we don't accept your proposal. The following text will be added to this article: "As soon as the Contractor becomes aware of such claim or a potential claim, it shall (i) notify the Contracting Authority and provide all information relating to such claim and (ii) the Contractor shall use its best efforts to minimize any damages. The Contractor will not be compensated for any damage if it fails

to meet these obligations."

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:

Tender guide - overall

Vraag:

"Liability

Article 7.15 amends article 21.5 ARVODI-2018. It is not clear to Contractor why such an amendment is proposed. Furthermore, the reference to article 7 ARVODI-2018 seems incorrect (article 7 ARVODI-2018 does not make reference to goods). Therefore, we propose to delete article 7.15 and to follow the original text of article 21.5 ARVODI-2018. Could you agree to this?

To comply with internal policies, we propose to amend article 7.16 as follows:

"Any liability of Contractor shall lapse one (1) year from the day that the Contracting Authority became aware of the damage."

Antwoord:

We agree to delete article 7.15 of the concept agreement and follow the original text of article 21.5 ARVODI-2018. We do accept your proposal to amend article 7.16.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:

Tender guide - overall

Vraag:

"Intellectual Property

As stated above, it is necessary that the intellectual property rights to statements and reports belong to the Contractor. Article 7.19 is not consistent with this. Therefore, we propose that article 7.19 be deemed inapplicable."

Antwoord:

We refer to the answer of question 42.

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Onderwerp:
Tender guide - overall

Vraag:

"Early termination (article 10.1)
According to Article 10.1, in the event of early termination of the Framework Agreement, the Contracting Authority may demand that the Contractor conclude the Services and transfer the results to the Contracting Authority or to a third Party designated by it in such a way that the research can continue unhindered. We cannot agree to this provision, as new clients (i.e. third party) first must successfully complete our client engagement and acceptance procedures. Furthermore, this provision could impose conflict of interest or independence issues. Are you therefore willing to add to this provision that Contracting Authority will request the prior written consent from Contractor?"

Antwoord:

Yes, we are willing to add this.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:
Tender guide - overall

Vraag:

"Pursuant to regulations applicable to us, such as to safeguard our independence, we wish to have a termination option at all times that allows us to terminate if continuation of the assignment would be in breach of regulations or professional standards applicable to us. We therefore propose to include the following provision:

""The Contractor may terminate this Agreement by giving thirty (30) days written notice of termination in the event of a change: i) of laws and/or regulations, including rules of conduct and professional standards ii) applicable regulations or professional standards iii) or a change of circumstances, as a result of which the Contractor would be required to act in breach of the aforementioned laws or regulations, including rules of conduct and professional standards, with continuation of the services under the Agreement.""

Antwoord:

We agree to this, however, by giving ninety (90) days written notice of termination.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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Onderwerp:

Tender guide - overall

Vraag:

"Pursuant to independence legislation, a non-solicitation clause must be agreed between the Client and the Contractor. To this end, the Contractor would like to include the following clause in the Agreement:

""During the performance of the work and within one (1) year after termination of the Agreement, the parties shall not employ or otherwise engage or negotiate with the other party's persons involved in the work, except with the prior express written consent of the other party, which consent shall not be withheld on unreasonable grounds.""

Antwoord:

We agree to include this clause in the agreement.

Percelen: P1 Hiring capacity to execute the Internal Auditor Function

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