Tender guide

Hiring capacity to execute the Internal Auditor Function

European tender procedure

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For SME and Public Programmes:

15. **ORIO/DRIVE/D2B**: wetten.nl - Regeling - Besluit vaststelling beleidsregels schenkingen financiering ontwikkelingsrelevante infrastructuurprojecten ontwikkelingslanden (DRIVE 2023) - BWBR0047756 (overheid.nl).

16. **DGGF**: wetten.nl - Regeling - Besluit vaststelling beleidsregels verstrekken subsidie Dutch Good Growth Fund - BWBR0035210 (overheid.nl).

17. **DTIF**: wetten.nl - Regeling - Besluit vaststelling beleidsregels verstrekken subsidie onderdeel 1 Dutch Trade and Investment Fund (Dtif herpublicatie) - BWBR0049398 (overheid.nl)

After signing the Non-Disclosure Agreement, the Contractor will have access to the following documents:

18. Audit report based on the four (4) executed audits in 2023
19. Quarterly Risk Report Q1-2024
20. Investment Policies SME – Mid Corp
21. Investment Policies Large Corporated Structured Finance (LCSF)
22. Investment Policies Equity
23. Investment Policies Public Programmes

DEFINITIONS

In this Tender Guide the definitions below are used with an initial capital letter. The definitions may be used in either singular or plural form. The definitions apply to all Tender Documents.

A	
Appendix	An attachment forming part of any of the Tender Documents.
Assessment committee	A team of individuals who do the substantive evaluation of the bids.
Assignment	The Contract to be put in the market through this Tender Procedure.
Award criteria	Criteria based on which the Contract will be awarded. There is one main criterion, namely the "most economically advantageous Proposal". Within this criterion, the legislator distinguishes the following three separate award criteria: (a) best value for money, (b) lowest cost calculated based on cost-effectiveness and (c) lowest price (Section 2.114 AW).
Award Decision	The Contracting Authority's choice of the Contractor to whom it intends to award the Contract to which the procedure relates, which shall include the choice not to award a Contract.
C	
Consortium Member	A consulting firm that is empanelled ed jointly with a group of firms in association with a Lead Firm. In this TOR, the term consortium is not used to refer to a particular legal construction but to describe an association of firms irrespective of the legal arrangement between them and the Lead Firm.
Consortium	Two or more Firms who register jointly and cooperate with each other on an equal level. Each Firm in the Consortium is jointly and severally liable.
Contracting Authority	A person who, or a company that, issues an Assignment to a Contractor. For this Assignment: Invest International Public Programmes B.V. This Tender shall be carried out on behalf of Invest International Public Programmes B.V.
Contractor	In this document all Tenderers are referred to as Contractor (read: potential Contractor). After contracting the party who will implement the contract is the Contractor.
E	
Economically Most Advantageous Tender (EMAT)	EMAT is the umbrella term for the three award criteria: • Lowest price • Lowest cost of living • Best value for money
European Single Procurement Document (ESPD)	The European Single Procurement Document (ESPD) is the European standard form used in the Netherlands for tenders both above and below the European Tender Threshold.
F	
Firm	A Contractor, Supplier, or consultant
Final Award	The communication of the Award Decision after the objection period, being acceptance as referred to in Article 217, paragraph 1, of Book 6 of the Civil Code of an offer made by a Contractor.

Framework Agreement	A written Agreement for valuable consideration entered between one or more service providers and one or more Contracting Authorities and relating to the provision of other services.
G	
Ground for exclusion	A circumstance applicable to the Contractor or a person affiliated with the Contractor that results in exclusion of the Contractor from participating in the further tendering process.
I	
Intention to Award	Notice to the winning Contractor to whom the Contracting Authority intends to award the Contract. This does not yet entitle the winning Contractor to Final Award of the Contract, as the notice does not constitute an acceptance of the Proposal. Therefore, there is no Contract yet.
IAF	Internal Audit Function
L	
Lead Firm	In the case of a joint submission in consortium or a group of firms, the party which is mandated to represent and legally bind all parties jointly apply to the Framework is the Lead Firm. If submission is made as a sole entity, please refer to the definition of Contractor.
Lot	A part of the Framework tendered together with other parts to create a panel of Contractors. A Lot is based on different requirements and panels can differ between Lots.
M	
Main Contractor	A Contractor who bids together with Subcontractor(s) and is jointly and severally responsible for the performance of the Contract.
Memorandum of Information	Supplement to the previously published Tender Documents, which forms an inseparable part of the Tender File.
P	
Pricesheet	The template on which Contractor enters the rates including all costs (all-in rate) for all requested items.
Procurement Act	Procurement Act 2012
Program of requirements	List of all the requirements related to the tender.
Proposal	The tender submitted by the Contractor.
Public Procedure	Procedure in which all Firms may tender in response to an announcement.
Public Procurement	The Public Procurement Act 2012 *(Aanbestedingswet 2012).*
R	
Registration	The Proposal submitted by the Contractor based on these Tender Guidelines, including Attachments.
S	
Subcontractor	Person or organization who, on the Assignment of a Contractor, without being employed by the Contractor, performs all or part of the Assignment assumed.
Suitability Requirements	This is to determine whether a Contractor can perform the Agreement.
Supplier	Anyone who offers products/services on the market.
T	
Tender	The process by which a Contracting Authority announces that it wishes to have a Contract performed and invites Firms to submit a Proposal.
Tender Documents	All documents prepared or referenced by the Contracting Authority to describe or determine components of the Procurement procedure.

Tender Guide	The present document, including the associated Appendices, which contains all information, requirements, preferences and conditions relevant to the submission of a Proposal within the context of the European Tender Procedure to which it relates.
Tender Platform	The digital platform TenderNed on which the Tender procedure is executed.
Tender Procedure	The chosen procedure in which the Contract is put in the market, to come to an Agreement with one or more Contractors, as defined in the Tender Document.
U	
European Single Procurement Document (ESPD)	The European Single Procurement Document (ESPD) is the European standard form used in the Netherlands for tenders both above and below the European Tender Threshold.

1. INTRODUCTION

These are the Tender Guidelines for the European Public Tender Procedure ‘Internal Auditor’. The Award Criterion of best price/quality ratio will be applied. These Tender Guidelines describe the Tender Procedure to be followed.

1.1 INVEST INTERNATIONAL

Invest International invests in Dutch solutions for global challenges. It helps companies, governments and investors fund and develop impactful projects that contribute to the achievement of the SDGs (globally agreed Sustainable Development Goals).

Invest International deploys various funding and financing instruments to support sustainable infrastructure development. The core impact focus of Invest International is to support projects with direct impact on **SDG8** (Decent Work and Jobs) and **SDG13** (Climate Action)1. Besides these primary SDGs, secondary focus is put on **SD2** (Zero hunger), **SDG3** (Good Health and Well Being) and **SDG6** (Clean Water and Sanitation), which is embedded in the sector in which Invest International is active.

The challenge of achieving the SDGs requires breakthroughs that take an entire sector or market segment to the next level. Innovative solutions at an early stage are often characterized by uncertainty and significant risk. Invest International provides project development services and co-financing solutions with the aim of making these projects fundable and/or developing scalable innovative business models.

To achieve the United Nations SDGs, public and private interests coincide. For this reason, Invest International supports governments and companies with its activities. It offers them case-specific financing arrangements and project development capacity. In addition, Invest International offers a range of capital solutions for companies and investment funds that contribute to realizing the SDGs with their international activities.

For governments in developing countries Invest International makes Dutch Government Funds intended for infrastructure projects accessible. Its ambition is to stimulate innovative solutions for global challenges and make the necessary investments feasible. Initially it focuses on five markets in which the Netherlands has much to offer: 1) Agri-food, 2) Climate & Energy, 3) Healthcare, 4) Industry and 5) Water & Infra. It carries out its projects in low- and middle-income countries, including Africa, India, Southeast Asia and Latin America.

[1] See https://sdgs.un.org/goals

By the Authorization Act Establishment Invest International, dated July 14, 2021, the Minister of Finance is authorized on behalf of the State to establish the group of companies of Invest International. Invest International is the result of a cooperation between the Ministry of Foreign Trade and Development Cooperation, the Ministry of Finance on behalf of the State, FMO (Dutch Financing company for developing countries) and RVO (the Netherlands Enterprise Agency). The international financing schemes of RVO and the NL Business activities of FMO are housed in Invest International. Invest International is an Independent Contracting Authority. FMO and the Dutch State are the shareholders.

Invest International was incorporated in July 2021 and on 1 October 2021 Invest International opened its doors. A transfer of business has taken place from both the relevant parts of RVO and FMO. Currently Invest International has about 160 employees.

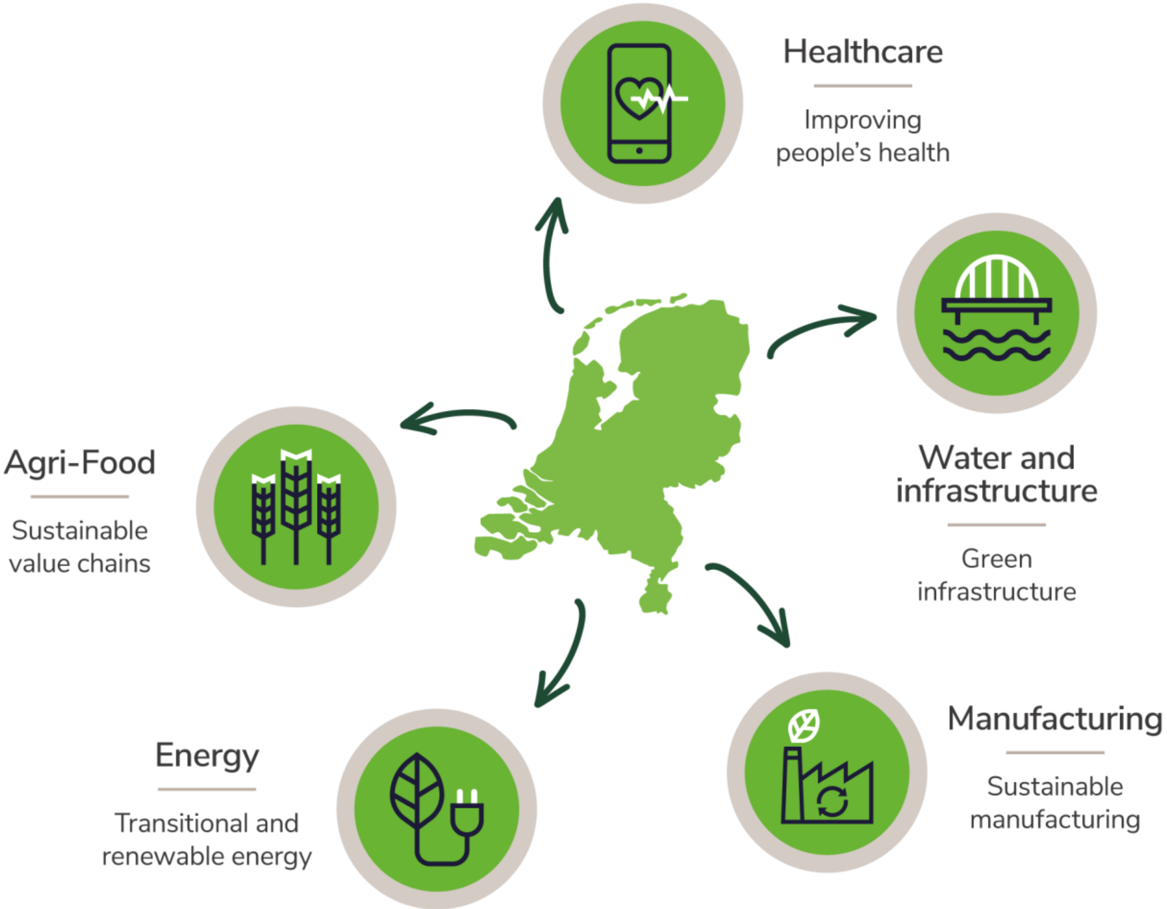
The 'holding' Invest International B.V. includes four subsidiaries:

- Invest International Public Programmes B.V.
- Invest International Development B.V.
- Invest International Capital B.V.
- Invest International Investment Management B.V.

Together they are referred to as the 'Invest International group'. More information on Invest International can be found on www.Invest International.nl

We invest in Dutch solutions for global challenges

Our impact themes in the five sectors in which the Netherlands has a lot to offer



Our impact and ESG commitments

SDGs: Ensuring that two-thirds of our total committed portfolio contributes directly to SDG 8 (Decent Work and Economic Growth) and SDG 13 (Climate Action).

Decent Work: Creating decent jobs – with living wages, equality and better employment conditions.

Climate: Realising a carbon-neutral portfolio, reducing our operational carbon footprint and aligning with the Paris Climate Agreement.

Human Rights: Respecting human rights in our investments and operations in line with the UN Guiding Principles on Business and Human Rights (UNGP).

Dutch Economy: Ensuring (decent) jobs supported in the Netherlands and value addition to the Netherlands GDP.

ESG: Supporting our clients with good ESG risk management practice, in line with IFC Performance Standards and OECD Guidelines.

1.2 CAUSE

As the current contract for the internal auditor expires on 1 January 2025, we are organizing this tender with the aim of being able to contract a new internal auditor by 1 January 2025.

1.3 DESCRIPTION OF ASSIGNMENT

To properly deploy audit resources, it is important to identify the risks the Contracting Authority faces in achieving its ambition and goals, including financial, strategic, compliance and IT-related risks, and how those risks can be effectively managed. That understanding then forms the basis for risk-based internal audit planning. Those audits are used to further strengthen business operations. The importance of controlled operations is even more relevant given the Contracting Authority's public mission and the fact that the Contracting Authority invests with public money. Demonstrably functioning internal control increases the trust that direct stakeholders specifically and society in general will have in the Contracting Authority. This safeguards the Contracting Authority's license to operate. As a third-line function within the governance model, an internal audit function has the specific task of providing independent and objective assurance and advisory services to the Contracting Authority. A properly functioning internal audit function thus makes an essential contribution so that the Contracting Authority can achieve its objectives in a controlled manner. Drawing up a risk-based (multi-year) audit plan is an important building block in this respect.

This Assignment concerns audit services aimed at conducting the internal audits. Part of the Assignment involves fixed work and part is flexible and is determined based on the audit plan and an underlying annual risk analysis. The Management Team and the Audit & Risk Committee of the Contracting Authority's Supervisory Board (SB) and the ARC should be involved in drawing up the annual Internal Audit plan. The CFRO and board members should be actively involved in the selection and planning of audits. The professional performance of this service imposes requirements on the process of performance, the components on which the audit focuses, the planning of the work, the coordination with the Contracting Authority, reporting on progress, making reports and monitoring the manner and extent to which the Contractor resolves outstanding audit items.

Prior to each audit to be performed, the Contractor creates and presents an audit scope. The execution of the audit can only start after approval of the auditee, the Director Risk & Compliance and occasionally the CFRO.

The Contractor must also provide governance around the provision of services. By this we mean to periodically maintain the audit charter which includes the relationship with the Audit & Risk Committee, the ARC, the CFRO and the Director of Risk & Compliance.

The Contractor should incorporate adequate professional technical measures so that it can complete internal audits independently and competently. The service to be performed by the Contractor can be summarized as follows:

- Preparing a proposal for the Internal Audit strategy during the term of the Agreement (7 years).
- Maintaining the Internal Audit Charter.
- Preparing and applying the Internal Audit methodologies, including reporting formats.
- Preparing an annual audit plan based on a high-level risk analysis.
- Presenting an audit scope for every audit to be executed.
- Coordinating with the Contracting Authority's Director Risk & Compliance and with the management team regarding the annual audit plan including risk analysis.
- Attending the ARC/SB twice a year.
- Performing audits and discussing draft findings and recommendations.
- Preparing reports on audit findings and progress reports.
- Compile short annual report and a short report on work performed and results for ARC/SB meetings.
- Monitoring the completion and monitoring of the Contracting Authority's outstanding audit items.
- Perform 4 to 6 audits every year, covering the entire spectrum of Invest International and auditing the following core processes, among others:

    1. Financial administration and payment transactions
    2. Investment process, including KYC, State aid and ESG
    3. Business development project process
    4. Information security
    5. Procurement
    6. Human Resource
    7. Legal
    8. Impact
    9. CSRD
    10. Taxonomy
    11. Compliance Policies & Framework
    12. Privacy

- The mock audit for a possible EU Pillar Assessment is included as an option.

Managing the internal audit function (IAF)

Fulfilling an IAF is more than just performing quality audits. Managing the function also means being and staying abreast of developments within the organization and evaluating what those developments mean for the risks and the degree of control. We therefore put the following elements at the heart of managing the IAF.

Risk analysis and internal audit plan

To arrive at an audit plan, an annual risk analysis is performed on the audit universe. Suggestions from the Management Board and the ARC/SB are incorporated and together with the Contractor and the external auditor we look at how best to make use of each other's work. The Contractor also makes suggestions for audits, based on their experiences at other organizations.

The Contractor informs the Contracting Authority and stays informed
It is essential for the Contractor to empathize with the Contracting Authority, to know what is going on within the Contracting Authority and to keep abreast of current events within the organization. This helps to keep the risk assessment up to date and to fulfil in their role as trusted advisor to provide the contracting Authority with solicited and unsolicited advice regarding any risks.

Accountability

All internal audit reports are discussed with the MB and with the ARC/SB. The ARC/SB is also briefed quarterly on activities in the past period and looks ahead to the coming period. Once a year, the Contractor prepares an annual report in which, in addition to what is included in the quarterly reports, they also discuss significant outcomes based on the reviews of their quality programme. In addition, the Contractor annually assesses whether the audit charter needs to be updated and they submit the (updated) charter to the ARC/SB.

Monitoring of open actions
Part of the Contractor's role as IAF is to monitor actions agreed with the management because of observations and findings from internal audits conducted. Contractor regularly reports to the MB and ARC/SB on progress in respect of outstanding actions.

Conducting internal audits
At the start of an audit, a scoping document is always prepared which is discussed with the auditee(s) and the Contracting authority. The findings are first coordinated with those involved. Reporting is done on a standard report format.

Mock audit
As the Contracting Authority has the intention to qualify for grants from the EU budget, a pillar assessment is necessary. The pillar assessment will be used to assess whether the protection of the EU's financial interests is equivalent. For that reason, the Contracting Authority may need a mock audit to simulate a formal audit to ensure that the organization is prepared and compliant. The mock audit will be included as an option in this tender procedure.

To achieve the objectives and goals and to execute the activities and tasks related to the Internal Audits as mentioned above, the Contracting Authority wants to hire capacity to execute the Internal Audit Function (IAF). This is the deployment of temporary capacity, not necessarily of specific expertise or for a specific result. The service is performed under the direction and responsibility of the Contracting Authority (Risk & Compliance). An effort commitment (inspanningsverplichting) will be agreed upon as the end results are not fixed or definable.

More information is to be found in the following Appendices:

- Annual report 2023 (Appendix 12)
- Organisation chart International (Appendix 13)

Due to confidential information, the Non-Disclosure Agreement must first be completed before the following documents can be received:

- Audit report based on the four (4) executed audits in 2023
- Quarterly Risk Report Q1-2024
- Investment Policies SME – Mid Corp
- Investment Policies Large Corporated Structured Finance (LCSF)
- Investment Policies Equity
- Investment Policies Public Programmes

1.4 SCOPE OF THE ASSIGNMENT

The Contracting Authority provisionally assumes between 4 and 6 audits per year, which may be deviated from in consultation with the Contractor depending on the severity of the audit. As needs may fluctuate due to possible growth and current events, the possibility that more audits may be required should be considered.

1.5 DESIRED RESULT

The Contracting Authority wishes to hire, and therefore contract a Supplier in the role of the internal audit function. The Contractor will perform internal audits independently and professionally. This means that the Contractor can operate independently and critically and advise which internal audits are best to perform and how best to set them up in terms of nature and scope. In addition to these specific audits, the Contractor should in any case audit several core processes. The Contractor should consider the characteristics of the Contracting Authority and choose a proportionate approach for the audits.

The Contracting Authority is aiming to bring the control to the next level. The Contractor can build support for these improvements so that they can then be picked up faster and more effectively.

1.6 REVISION CLAUSE

The Contracting Authority may decide to use one or more opportunities proposed by the Contractor. The use of these may have implications for the content of the Assignment including budgetary implications. It is also possible that the scope of the Assignment will be adjusted as a result.

It is possible that the services specified in the Agreement may change in the event of political, budgetary, administrative, or organisational developments within the (Dutch) government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

1.7 LOTS

This Assignment is not divided into lots and will therefore be marketed as a whole, because the contract is of such a size that it is accessible to a broad market approach size of the Assignment.

1.8 THE AGREEMENT/CONTRACT

The Contracting Authority wishes to conclude a Framework Agreement on behalf of the Risk & Compliance team with one (1) Contractor. The Framework Agreement has an initial term of three (3) years, with the optional possibility of extending the Framework Agreement two (2) times, the first (1st) time with three (3) years and the second (2nd) time with one (1) year. The Framework Agreement therefore has a maximum term of seven (7) years. The starting date of the Framework Agreement is currently 1 January 2025.

The maximum period of the Framework Agreement is seven (7) years. The reason why this period is longer than four (4) years is that a period of four years is too short to properly organize the audit function at the expense of being able to properly identify and manage financial, strategic, compliance and IT-related risks, among others, which in turn may have consequences for the achievement of Invest International's ambition and objectives.

The Framework Agreement has an estimated total contract value of max EUR 1,200,000, based on a period of seven (7) years.

1.9 MONITORING THE FRAMEWORK AGREEMENT

During the execution of the Framework Agreement, it will be monitored whether the contractual agreements are met, and the performance will be monitored. To monitor these contractual agreements and to assess performance, a monitoring tool can be used. This tool can be compared to a traffic light report, a dashboard or something similar.

2. Socially responsible procurement

Socially Responsible Procurement is an effective tool to help reduce CO_2 emissions, environmental impact, and resource use, to achieve an inclusive labor market and to stimulate innovative business activity. By directing its procurement towards social goals, the Contracting Authority contributes to a social, ecological, economic, sustainable, and inclusive society. In this, the implementation of the 3Ps (Planet, People and Prosperity) is central.

The main Sustainable Development Goals for which Invest International stands are:

- Fair work and economic growth (SDG 8)
- Climate action (SDG 13)

In addition, through specific projects in developing countries, attention is paid to:

- No poverty (SDG 1)
- No hunger (SDG 2)
- Good health and well-being (SDG 3)
- Clean water and sanitation (SDG 6)
- Industry, Innovation, and Infrastructure (SDG 9)
- Accountable consumption and production (SDG 12)

By focusing on Socially Responsible Procurement in the tendering process, Invest International contributes both to realizing and where possible accelerating the social objectives of the Contracting Authority and to making the Supplier's business operations more sustainable.

To achieve the objectives, set out in this chapter, more is required than simply applying sustainability criteria in the tendering process. The Contracting Authority hereby calls upon the Contractor to perform the Contract as sustainable as possible.

3. Tender Procedure

This section describes the procedure that the Contractor will go through to participate in this Tender.

3.1 EXECUTING THE TENDER PROCEDURE

This European Public Tender Procedure is conducted based on the Dutch Public Procurement Act 2012.

3.2 TENDER PLATFORM

This Tendering Procedure will be conducted digitally and online through the TenderNed Tendering Platform. Various manuals are available on TenderNed. For questions relating exclusively to the functionality or technology of TenderNed, you can contact the TenderNed Service Desk on working days from 08.30 to 18.00 hours via 0800-TenderNed (0800-8363376) or servicedesk@TenderNed.nl.

3.3 E-RECOGNITION

For every TenderNed user of a Dutch company it is mandatory to log in and register with eRecognition. For this eRecognition tool a minimum of reliability level 2 is required. The Contractor is responsible for eHerkenning. The consequences of not having eRecognition (in time) are for the Contractor. For more information see: https://www.tenderned.nl/cms/voor-ondernemingen/registreren-en-eherkenning.

3.4 TIME SCHEDULE

The indicative time schedule for this procedure is given below. The Contracting Authority reserves the right to adjust this time schedule during the Tendering Procedure. Should this be the case, this will be announced and updated on the TenderNed Platform.

Process steps	Date
Publishing of Tender Documents	11 June 2024
First closing date for submitting questions	2 July 2024
Target date for the issuance of the Memorandum of Information	17 July 2024
Closing date for submitting Proposals	9 September 2024 09.00 A.M.
Send Award Decision	7 October 2024
Verification meeting	21 – 24 October 2024
Expiry of objection term	28 October 2024
Send Final Award	28 October 2024

Contracting	28 October 2024
Start the Framework Agreement	1 January 2025

3.5 COMMUNICATION

Communication regarding this Tendering Procedure will take place via TenderNed (www.TenderNed.nl), unless explicitly stated otherwise in these Tender Guidelines.

The Contractor is responsible for consulting the published documents and messages received via TenderNed (or the message inbox) on time. The Contractor is also responsible for setting its personal settings for, among other things, automatic notifications to its own e-mail address and for keeping the right people informed of the messages/documents sent/published by the Contracting Authority about the Tendering Procedure via TenderNed.

It is expressly forbidden, unless arrangements to this effect have been made explicitly and with the permission of the Contracting Authority, on penalty of exclusion, to contact any employees of the Contracting Authority or any other organisation connected to this Tendering Procedure other than the contact person below and/or his deputy about this Tendering Procedure:

Contact person	Angela van der Sluijs, Procurement Officer
Second contact person	Ilona van der Kaaij, Procurement Officer
Department	Procurement
Telephone number	+31 (0)6 – 31675906
Address	Bezuidenhoutseweg 12, 2594 AV Den Haag

3.6 QUESTIONS IN RESPONSE TO THE TENDER INSTRUCTIONS

If you have any questions and/or comments in connection with the Tender Guidelines including Appendices, the digital requirements and Award Criteria or the other Tender Documents as published on TenderNed, you must submit them no later than the date and time stated in the time schedule.

Contractors can also use the opportunity to ask questions, make comments and submit text proposals for the draft Framework Agreement, which includes the General Terms and Conditions (ARVODI version 2018). The Contracting Authority is free to amend these Tender Documents in response to these questions and text Proposals. After the Tender Procedure has been completed, these Tender Documents cannot be amended.

Contractors may also ask individual questions, for example if business-sensitive information is involved that is not supposed to be disclosed in the Memorandum of Information. Individual questions may be rejected by the Contracting Authority. If the question is rejected, the Contractor will receive a substantiation thereof.

The Contracting Authority requests Contractors to ask the questions at the earliest possible stage. The Contracting Authority has the possibility to release answers to the questions already before the publication of the Memorandum of Information.

Questions must be submitted in the "vraag en antwoord module" on the TenderNed platform. Please do NOT send the questions in a separate file per message or mail.

3.7 MEMORANDUM OF INFORMATION

All questions will be recorded anonymously and answered by the Contracting Authority in one or more Memorandum/Memoranda of Information. The Memorandum/Memoranda of Information will be published via TenderNed at the latest on the date stated in the time schedule of the Tender Guidelines. Questions will be visible to all parties involved from the time of publication, except for individual questions.

The Contracting Authority assumes that there are no uncertainties regarding the parts for which no questions have been asked. The responsibility for the timely and correct request of further information lies with the interested market parties. The Memorandum/Memoranda of Information forms an integral part of the Tender Documents.

For questions relating exclusively to the functionality or technology of TenderNed, the TenderNed Service Desk can be contacted. These questions will not be included in the Tender Documents.

3.8 RANKING IN CASE OF INCONSISTENCIES

In the event of inconsistencies between the various Tender Documents forming part of the Tender Documents, the following ranking will apply, with the higher document listed taking precedence over the lower one:

a. Framework Agreement
b. Verification Report
c. Memorandum of Information
d. Program of Requirements
e. Tender Guideline with Appendices
f. General terms and conditions of purchase (ARVODI 2018)
g. Proposal Contractor

If there are several Memoranda of Information, the provisions of the most recent Memoranda of Information will prevail in the event of inconsistencies between the Memoranda of Information.

3.9 COMPLAINTS

In addition to the possibility for Contractors to submit written questions or requests for information through the Memorandum/Memoranda of Information, the Complaints procedure (Appendix 9) may be used.

3.10 METHOD OF SUBMITTING THE PROPOSAL

The Contracting Authority requires the Contractor to provide the information requested in the requirements and Award Criteria on TenderNed. In addition to providing an answer, this may also involve uploading (several) documents. It is important that all requirements and Award Criteria are answered in the manner requested, either in the form of a document or by clicking on the correct answer. If an answer or document is missing, the Proposal is incomplete and may be rejected on that basis. Any information not requested but submitted will not be considered by the Assessment Committee.

3.10.1 DOCUMENTS TO BE SUBMITTED

The Contractor must submit the following documents with his Proposal:

1. European Single Procurement Document (ESPD), signed by an authorised person
2. Reference form (Appendix 2)
3. Holding Statement (Appendix 3)
4. Price Scheet, signed by an authorised person in pdf format and in Excel (Appendix 6)
5. CVs (Appendix 11)
6. Copy Registration National Professional or Trade Register

3.10.2 CLOSING DATE FOR SUBMITTING PROPOSALS

Only Proposals submitted via TenderNed will be accepted. Proposals must be submitted in the correct manner and before the date and time stated in the schedule. It will not be possible to submit Proposals after this time. The responsibility for timely submission of a correct Proposal via TenderNed always lies with the Contractor.

After the expiry of the deadline for submitting Proposals, these will be opened at TenderNed. This opening is not public.

3.11 DOCUMENTS OF EVIDENCE

The Contractor to whom a positive Award Decision is sent must submit the following evidence within seven (7) calendar days:

- **Declaration of Conduct for Tendering (in Dutch: gedragsverklaring aanbesteden (GvA))2**
  The Contractor to whom the Contract is awarded will be requested to submit a GvA. The GvA may not be older than two (2) years before the date of the Tender. When tendering with a Consortium, each Consortium member must be able to submit this evidence. A GvA can be requested from Justis, part of the Ministry of Security and Justice (https://www.justis.nl/producten/gva).

[2] The Contracting Authority also accepts information and documents from another Member State which serve an equivalent purpose or from which it is apparent that the Grounds for Exclusion referred to in Article 2.86 or Article 2.87 Procurement Law, does not apply to the Contractor.

- **Tax authority statement2**
  A statement from the Tax Authorities, not older than six (6) months at the time of submission, demonstrating that the Contractor has fulfilled its obligations under the legal provisions applicable to it with respect to payment of social security contributions or taxes. When tendering with a Consortium, each Consortium member must be able to submit this evidence.

- **Company liability Assurance**
  Company liability insurance covering damage to persons and/or property and consequential loss in the unlikely event of an incident occurring during the journey.

  The Contractor has or declares when awarding any Agreement that he will take out, insurance against business risks covering possible damage during the performance of the Agreement. Liability for damages caused by the Contractor is covered up to 3 times the contract value per audit and up to 6 times the value per audit per calendar year for at least the duration of the agreement.

- **Copy WTA License**
  The Contractor has a license issued by the Autoriteit Financiële Markten (AFM) to conduct statutory audits (WTA license).

- **Copy Registration NBA**
  The Contractor is registered as an auditor in the auditors' register of the professional association NBA.

- **Copy ISO 27001** (more information in Appendix 2 ‘Suitability Requirements)
- **Sustainability or ESG Policy** (more information in Appendix 2 ‘Suitability Requirements)
- **Signed KYC format (Appendix 10)**
- **Non Disclosure Agreement (NDA) (Appendix 14),** when not previously submitted

If it transpires that the Contractor is unable, for whatever reason, to submit the requested documentary evidence, the Contractor will be excluded from the Tender Procedure after all.

3.12 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

The European Commission has drawn up an European Single Procurement Document (ESPD). The Contractor must complete this for this Tendering Procedure. The ESPD has been added as a separate document to the Tender Documents in TenderNed.

By means of the USPD, the Contractor declares whether the Grounds for Exclusion apply to it and whether it meets the Requirements for Suitability stated in the Appendix 1 (note: this concerns part IV of the USPD. This part states 'selection criteria'. You should read 'Suitability Requirements' there).

The answers to some questions are generated automatically. It remains the responsibility of the Contractor to ensure that the document is completed truthfully.

Opening the ESPD in programs other than Adobe Reader may lead to problems. Contractor is therefore strongly advised to open the ESPD in Adobe Reader. If this does not work, Contractor can print the ESPD and fill it in by hand. Any consequences (e.g. incorrect display) of opening the ESPD in other applications or programs are for the Contractor.

4. TENDER REQUIREMENTS

This chapter explains the requirements and obligations imposed on the Contractor.

4.1 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

The Contractor must submit a fully completed and legally signed ESPD with his Proposal (in the Folder 'Tender Documents' on the TenderNed platform). In case of a Consortium, the fully completed and duly signed ESPD of each participant in the Consortium must be submitted with the Proposal. Failure to do so may result in exclusion from the Tender Procedure.

4.2 (SUB)CONTRACTING AND CONSORTIUM

Contractors can register for this Tender in two ways.

1. A Contractor can register independently. This individual Contractor will, if a Framework Agreement is concluded with it, be the Contracting Authority's (sole) contractual partner.

2. Two or more Firms may jointly tender as a Consortium. The Consortium may tender for one or more lots, whereby all the Consortium members participating in the Consortium become contracting partners of the Contracting Authority and assume joint and several liability. A Consortium is deemed to be one Contractor. The Consortium must jointly submit the requested information and meet the requirements set for the assessment of suitability in accordance with the elaboration in these Tender Guidelines. The Consortium must select one participant to send the invoices to the Lead Firm.

Reliance on the capacity of other entities

Firms who rely on the capacity of other entities to satisfy the selection criteria from Part IV (Suitability Requirements) must fill in 'yes' at Part C in the ESPD. This concerns, for example, financial and economic capacity, but also, for example, technical capacity, professional competence or the possession of certificates. The Firms shall state the specific capacity it requires for each of the entities involved. Each of the entities involved fills out a separate ESPD form.

Main Contractor

If the Contractor act as main Contractor and state specific Subcontractor(s) in his Tender, he will be bound, upon award, to engage in cooperation with the mentioned Subcontractor(s) in accordance with the provisions of the Tender. As the main Contractor, he bears full responsibility for the activities of his

Subcontractor(s). He will oversee communication on behalf of and to the Subcontractor(s). Invoicing of subcontracted work will be done by the main Contractor.

4.3 REGISTER ONCE

A Firm can register once, either as an independent Contractor or as a Consortium member. Companies of the same group are considered the same for the purposes of this Tender Procedure, unless they can demonstrate that there is no threat of transparency or distortion of competition. A Contractor or Consortium member cannot also be a Subcontractor of another Contractor or Consortium member.

4.4 SIGNATURE ON PROPOSAL

When submitting a Proposal, all documents which require a signature must be signed by an authorized director (natural person) or an authorized representative of the Contractor. The director must be listed as such in the trade register of the Chamber of Commerce.

4.5 WAITING ROOM INSTRUCTION

Based on the evaluation of the Proposals in accordance with chapter 5, an order of priority of Firms is established. A waiting room agreement will be concluded with the Firm who, based on the ranking, is the first not to be considered for the award of the Framework Agreement. The waiting room agreement is attached as Appendix 8. It includes a provision that this Firm extends the period of validity of its Proposal for the duration of the waiting room agreement.

In accordance with the waiting room agreement, the Contracting Authority reserves the right, in the event of premature termination of the Framework Agreement with the original Contractor, to still award the Framework Agreement to the Firm with whom the waiting room agreement was entered into, in accordance with its Proposal, on the conditions of this tendering procedure. During the first 36 months, the waiting room agreement can be called off unilaterally by the Contracting Authority. After 36 months, this can only be done with the consent of the Firm with whom the waiting room agreement has been entered into. The Contracting Authority can invoke the aforementioned right up to a maximum of 84 months after the conclusion of the Framework Agreement with the first Contractor. The Contracting Authority may also decide not to use the waiting room agreement.

4.6 BRAND NAMES

At those points in these Tender Guidelines where brand names, types, manufacturing processes, etc. are mentioned and where it may concern a unique case, the provisions of sections 2.76 (3) and (4) of the Dutch Procurement Act 2012 will apply to the relevant part of the text. In such a case, the Contractor should read the phrase "or equivalent" immediately after the relevant part of the text. An exception is made for cases in which brand names are explicitly mentioned for comparison purposes.

4.7 RESERVATIONS

a. The requirements and Award Criteria in these Tender Guidelines are based on the current and future situation at the Contracting Authority known at this time. Contractors cannot derive any rights from the numbers, solutions or specifications stated in this document, nor can they derive any rights from the time schedule as stated on TenderNed. These serve only as an indication of the services and as a basis for comparison between various Contractors.

b. The solutions requested in this document are based on the technology known and available at the time of writing. Developments in technology or in the market can be a reason for the Contracting Authority to demand from the Contractor that at the moment of delivery of the performance the then current standards and performances are met.

c. The Contracting Authority reserves the right to halt the Tendering Procedure temporarily or permanently.

d. The Contracting Authority always reserves the right not to award the Framework Agreement to the Contractor who intends to sell its business prior to completion of the Framework Agreement. The Contractor must notify the Contracting Authority of any intention to sell its business when submitting the Tender, on pain of a penalty. The Contracting Authority also retains the right to terminate the Framework Agreement in the event of a drastic change in the control over the Contractor's company which means that the Contracting Authority cannot reasonably be expected to maintain the Framework Agreement.

e. Regarding these risks (c and d) of progress in the Tendering Procedure, the Contracting Authority - for as long as the Framework Agreement has not yet been formally awarded - cannot be held liable for this progress risk in the Tendering Procedure. Contractors cannot derive any rights from this, nor is the Contracting Authority liable in any way whatsoever towards the Contractor for damages. Contractor is aware of this and accepts the fact that it is participating in this Tendering Procedure entirely at its own expense and risk.

4.8 CONFIDENTIAL COPYRIGHT AND CONFIDENTIALITY OF THE CONTRACTING AUTHORITY

The Contractor may only use the information which the Contracting Authority makes available to it in connection with this Tender Guidelines for the purpose for which it was provided. The Contractor shall treat such data confidentially and shall not disclose such data to third parties. The Contracting Authority will treat the Tender with confidentiality. It will only be shown to employees who are directly involved in the Tender Procedure. Correspondence and the received Proposal will not be returned afterwards. Publicity regarding this project, both during the Tender phase and after the Award Decision, is only permitted with the Contracting Authority's written consent.

4.9 ACTING WITH INSIDE INFORMATIONB AND OR CONFLICTS OF INTEREST

A Contractor is excluded from the Tender Procedure if acting with inside information or conflicts of interest have affected the level playing field. The Contracting Authority reserves the right to exclude a Contractor if it appears that:

- Contractor and/or Subcontractor/Consortium member is involved as an advisor for the Proposal itself and has previously performed work or services in preparation of the present Tender Procedure or Assignment or is or has been involved in any other way, directly or indirectly, in the preparation of the Tender Procedure and/or Assignment.
- The Contractor may be excluded from participating in the Tender Procedure and/or Assignment if the Contracting authority suspects that he has inside information.

Prior to exclusion, the Contracting Authority shall give the Contractor the opportunity to rebut the suspicion of inside information to the satisfaction of the Contracting Authority and to demonstrate that fair competition and the level playing field are not harmed by the (previous) involvement of the Contractor.

4.10 CONTRADICTIONS

This Tender Document and all accompanying Appendices have been prepared with due care. Nevertheless, these Tender Documents may contain ambiguities, inadequacies and/or contradictions. The Contracting Authority expects a proactive attitude from the Contractor, which means that the Contractor will report any lack of clarity in the Tender Documents to the Contracting Authority at the earliest opportunity, giving reasons, and at a time when this lack of clarity can still be rectified, i.e. by asking questions intended for the Memorandum of Information.

After expiry of the deadline for submission of the Proposal, the Contractor can no longer object to any lack of clarity in the Tender Documents. Consequently, the Contractor loses its right to raise objections after the Tender Procedure against any violations of law, including the consequences thereof, insofar as these are referred to in the Tender Documents, and the Contractor is deemed to unconditionally consent to the contents of the Tender Documents. The Contracting Authority will then in no way be liable for the consequences of any ambiguities in the Tender Documents. These will be at the risk of the Contractor.

4.11 GENERAL TERMS AND CONDITIONS

This Tendering Procedure and the Framework Agreement (if any) resulting from it are not subject to any terms and conditions of delivery, payment and/or other conditions than the Contracting Authority's General Terms and Conditions (ARVODI version 2018). Delivery, payment, purchasing and other general terms and conditions of the Contractors and third parties are hereby expressly rejected.

If a Contractor nevertheless makes a reservation regarding the applicability of its terms and conditions, or otherwise makes a reservation regarding its Proposal or refers to any negotiations, the Contractor will be excluded from further participation in this Tendering Procedure.

4.12 PROPOSAL REGULATIONS

By submitting a Proposal, the Contractor unconditionally complies with the following regulations:

a. The all-in rates used are in euros (€), excluding VAT. Contractor shall state the applicable VAT rates.

b. Submitting an unrealistic or manipulative tender leads to exclusion. Exclusion concerns the submission of unrealistic or manipulative tenders on parts of the price form. This results in the following: Contractors may not submit prices that manipulate the award system. Contractors must offer a price that is realistic. The following prices are suspected to be unrealistic:
   - Negative prices
   - Prices of 0 euro
   - Prices below cost price
   - Abnormally low prices

   This also applies to individual elements.

c. If the Contracting Authority suspects an abnormally low registration fee, the Contractor shall, at the Contracting Authority's request, submit an open and detailed justification of its registration fee in relation to the Framework Agreement. The Contracting Authority will then use this justification to investigate whether an abnormally low subscription rate is involved and decide whether to reject the Contractor based on this investigation.

d. The Proposal and any correspondence must be written in English. Further communication after the Award Decision is in English as well. The Contracting Authority uses this language requirement as a minimum requirement when assessing the Tenders.

e. These Tender Guidelines are not an Assignment, nor can they be interpreted as such.

g. The Proposal is free of charge for the Contracting Authority. In the pre-contractual phase, the Contractor shall bear its own costs. If no agreement has been reached and a written Framework Agreement signed by both parties has not been drawn up, the Contracting Authority is not bound in any way whatsoever and there is no obligation to compensate for any damage or costs whatsoever.

h. Contractor agrees that the Contracting Authority reserves the right to ask to provide official proof at a later stage. If these proofs do not correspond with the statements in the Proposal, the Contractor will be excluded from the award without being entitled to compensation of any cost whatsoever.

i. The Proposal has been submitted in accordance with the instructions included in Section 3.10 of these Tender Guidelines.

j. Contractor is familiar with and agrees to the valuation and assessment methodology used by the Contracting Authority.

k. The submitted Proposal will be valid for at least three (3) months after the date on which the Proposal must be submitted at the latest. During this period the Proposal has the nature of an irrevocable offer. For the Contractor who signs the waiting room agreement, paragraph 4.5 of this document is applicable.

l. The Contractor agrees to extend the period of validity of its Proposal, if summary proceedings are instituted, to a minimum of four weeks after the date of the judgment in the summary proceedings.

m. All details submitted by the Contractor have been filled in truthfully and can be deemed to be true. The Contracting Authority reserves the right to compensation if incorrect and/or incomplete information has been submitted by the Contractor and/or what has been offered by the Contractor is not fulfilled.

4.13 SUBMITTED DOCUMENTS

All documentation submitted by the Contractor as part of the Proposal will become the property of the Contracting Authority and will not be returned but will be treated and stored confidentially. It will be destroyed after the expiry of the legal retention period. The Contracting Authority will treat as confidential information originating from the Contractor of which it knows, or can reasonably be expected to know, that it is confidential and will in any case consider the legitimate (business) interests of the Contractor.

5. ASSESSMENT PROCEDURE

This chapter describes the assessment process for the Proposals submitted for this Tendering Procedure. The Assessment Procedure consists of the following phases:

Phase 1: Verification of completeness, validity and formal requirements
Phase 2: Grounds for Exclusion and Suitability Requirements
Phase 3: Assessment of the Program of Requirements
Phase 4: Assessment of the Award Criterion 'Best value for money'

The Contracting Authority reserves the right to request a further explanation of the Proposal submitted by the Contractor at any time if it deems this necessary.

5.1 PHASE 1 – VERIFICATION OF COMPLETENESS, VALIDITY AND FORMAL REQUIREMENTS

The procurement advisor will verify that all documents accompanying the Proposal have been submitted in accordance with the applicable terms and conditions and general provisions. An incomplete response may lead to exclusion. Submitting a conditional Proposal result in exclusion from the further Tendering Procedure.

5.2 PHASE 2 – GROUNDS FOR EXCLUSION AND SUITABILITY REQUIREMENTS

The procurement advisor checks whether the Grounds for Exclusion apply to the Contractor and whether the Contractor meets the Suitability Requirements. If the Grounds for Exclusion apply to the Contractor or if the Contractor does not meet the Requirements for Suitability, the Contracting Authority is entitled to exclude the Contractor from the Tendering Procedure.

5.3 PHASE – CHECK PROGRAM OF REQUIREMENTS

This phase assesses whether the Contractor unconditionally meets all the minimum requirements. Only a Contractor that submits a Proposal unconditionally and without reservations is considered to have met the requirements. Where a requirement calls for a reference, this reference may be given. If the Contractor does not unconditionally meet all the requirements, it is excluded from the further Tendering Procedure. If the Contracting Authority draws the conclusion from the Proposal that the stipulated requirements are not yet met, the Contracting Authority shall verify this with the Contractor. If verification shows that the Contractor does not meet all the minimum requirements, the Contractor shall be excluded from the further Tendering Procedure. By submitting the Proposal, the Contractor agrees to the procedures laid down in these Guidelines, including Appendices.

5.4 PHASE 4 – EVALUATION OF THE AWARD CRITERION ‘BEST VALUE FOR MONEY’

When the Contractor has successfully completed Phase 3, its response to the formulated sub-Award Criteria will be assessed. The assessment of the Proposal will be based on the Award Criterion 'best value for money'.

The following sub-Award Criteria will be used to determine which Contractor has the best price/quality ratio. The Contractor will demonstrate its added value and distinctive character based on these Award Criteria.

Weighted Factor Method

No.	Award Criteria	Max. number of points to be gained	Further explained in paragraph
1.	Audit Plan	100 points	5.4.1
2.	Process	300 points	5.4.2
3.	Quality Team	300 points	5.4.3
4.	Price	300 points	5.5
Total		**1,000 points**	

Best value for money:
In determining the 'best price/quality ratio', use will be made of the principle 'Weighted Factor Method'.

The following scale will be used for the assessment of the sub-Award Criteria 1 through 3.

Score	Explanation of Rating	Percentage of the max. points to be gained
Excellent	In the opinion of the assessors, the Contractor has provided an excellent substantively relevant, concrete, and applicable answer to all the elements requested. The method of fulfilment has been excellently demonstrated in the Proposal. It is distinctive, innovative and offers considerable added value to the Contracting Authority.	100%
Good	In the Assessors' opinion, the Contractor has provided a good substantively relevant, concrete, and applicable response to all requested elements. The manner of fulfilment has been well demonstrated. In parts, the Proposal is distinctive and/or innovative and offers some added value.	80%
Satisfactory	In the Assessors' opinion, the Contractor has provided a sufficiently substantively relevant and appropriate response to all requested elements in the Proposal. The manner of fulfilment has been sufficiently demonstrated.	60%
Poor	In the Assessors' opinion, the Contractor has not provided a sufficiently substantive and appropriate response to one or more of the requested elements in the Proposal. The manner of fulfilment has not been sufficiently demonstrated.	Will be put aside

The table above shows how the quality added value can be achieved in percentages. For example, if a sub-Award Criterion is assessed as 'good', 80% of the maximum number of points to be awarded will be allocated to this criterion. Formula example:

Sub-Award Criterion x: Maximum number of points to be awarded x 80% = points obtained

5.4.1 SUB AWARD CRITERION A 'AUDIT PLAN'

The Contracting Authority considers it important that Contractor proposes appropriate audits allocated for that particular year, assuming 4 audits for the first year. The objective of Internal Audit is to provide assurance and advice from an independent position by evaluating and improving the (effectiveness of the operational) processes of governance, risk management and control. In doing so, the design, existence and operation of the processes and policies are tested by means of audits. Conducting these audits should lead to the achievement of this objective.

The Contractor indicates in its proposal:

1. Which 4 audits it proposes and why for the audit plan for the first contract year.
2. Which 4 audits it proposes and why for the concept audit plan regarding the second and third contract year.

To this end, the Contractor will select from the audits listed below:

1. Financial administration and payment transactions
2. Investment process, including KYC, State aid and ESG
3. Business development project process
4. Information security
5. Procurement
6. Human Resource
7. Legal
8. Impact
9. CSRD
10. Taxonomy
11. Compliance Policies & Framework
12. Privacy

The Contracting Authority will assess the audit plan of the Contractor, including whether the Proposal is in line with the intended objective of the internal audits (breadth and depth), the Proposal is in line with the nature and processes of the Contracting Authority and the proposal is proportionate given the size of the organisation.

The elaboration of this sub-Award Criterion may consist of a maximum of four (4) A4 (single-sided, including images, tables, figures, et cetera), Arial 10 font. References to other sub-Award Criteria are not permitted.

Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first four (4) pages will be assessed.

5.4.2 SUB AWARD CRITERION B ‘PROCESS’

The Contracting Authority considers it important that the processes are well-designed, and the cooperation is appropriate, communication is good, and expectations are well-managed. The Contractor describes the following issues in its Proposal:

a. The understanding the Contractor has of the Contracting Authority and the specific Business Units and processes and how the cooperation with the Contracting Authority is shaped in general.
b. What the approach is regarding preparing the annual audit agenda/plan based on a high-level risk analysis, maintaining the audit charter and providing the short annual report on the work carried out and results and thus arriving at a final audit plan for the coming year.
c. How the right stakeholders are identified and appropriately engaged.
d. How (oral and written) communication is shaped around the conduct of audits.
e. How progress and deadlines set for improvements are monitored and how to deal with the monitoring of open issues, follow-up monitoring.
f. How results are presented to auditees, Management Team and ARC/SB.
g. How cooperation with the external auditor will take shape.

The Contracting Authority will assess the approach of the Contractor, looking, among other things, at the extent to which the approach will be successful in the eyes of the Assessment Committee and will lead to:

1. Understanding with the Contracting Authority's needs, so that they are addressed with proportionate and appropriate audit (research) questions.
2. A clear audit process, so that the Contracting Authority knows what is happening when and what contribution is expected from the Contracting Authority.
3. Monitoring of open points and assessment of good measures on these points by the Contracting Authority.
4. A clear presentation and reporting of the outcomes that add value to the Contracting Authority.

The elaboration of this sub-Award Criterion may consist of a maximum of four (4) A4 (single-sided, including images, tables, figures, et cetera), Arial 10 font. References to other sub-Award Criteria are not permitted. Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first four (4) pages will be assessed.

5.4.3 SUB AWARD CRITERION C ‘QUALITY TEAM’

Audits have different focus areas. The quality of the audit largely depends on the quality of the people assigned to the audit. It is desirable that there is partly a permanent workforce, but that specialists can also be deployed. The Contractor is requested to indicate in its Proposal, in relation to the 12 various audits as named under paragraph 5.4.1:

a. How the relevant audit teams (including specialists) are composed.
b. What (specialist) expertise, knowledge and experience are present within them.
c. The job level and job description of one dedicated expert per audit:

1. Financial administration and payment transactions
2. Investment process, including KYC, State aid and ESG
3. Business development project process
4. Information security
5. Procurement
6. Human Resource
7. Legal
8. Impact
9. CSRD
10. Taxonomy
11. Compliance Policies & Framework
12. Privacy

d. What diversity in the composition of the teams (in terms of content) is like.
e. The roles and tasks of individual team members.
f. How the actual deployment of these team members is ensured and demonstrated.
g. How the continuity of the team will be monitored.

Regarding c. the Contractor submits per audit in question (number 1 to 12) the CV (Appendix 11) of a dedicated expert who will be participating in the audit team.

Furthermore, the Contractor submits the CVs (Appendix 11) of the 2 contact persons (Director/Principal and Senior).

This means that the Contractor submits 14 CVs (Appendix 11) in total: 12 CVs of that the Contracting Authority may assume will be used for the audit in question and 2 CVs of the 2 contact persons.

The approach and composition of the overall team will be assessed based on the information received. The Contracting Authority will assess whether the approach and composition can be relied upon, including the degree of affinity with the field and the processes of the Contracting Authority, the qualities and specialisms of the people and the relevant experience brought in. The Contractor should clearly indicate the permanent composition of the team across the proposed 4 audits of the first contract year (see paragraph 5.4.1: Audit Plan) and indicate per audit whether and if so, what specialist expertise will be added to the team.

The CVs are limited to five (5) pages each and the approach and composition of the overall team may consist of a maximum of three (3) A4 (single-sided, including images, tables, figures, et cetera), Arial 10 font. References to other sub-Award Criteria are not permitted. Any references to media will not be assessed. If the maximum number of pages is exceeded, only the first five (5) and three (3) pages will be assessed.

5.5 AWARD CRITERION ‘PRICE’

The Contractor must fully complete the attached Pricesheet with the hourly rates (in Euro’s excluding taxes) per function (Appendix 6).

The hourly rates are applied at:

1. The experts performing the audits
2. The experts performing the management/administration of the IAF.

Based on the hourly rates for the different seniority levels (Director/Principal (5%), Senior (40%), Medior (35%) and Junior (20%)) the weighted average hourly rate will be calculated.

VAT

The maximum price excludes Dutch VAT.

The maximum price further includes all taxes, levies or duties not specified herein, which have been or will be levied in or outside the Netherlands, by a country or part of a country (which has the power to levy taxes independently).

Calculation of the score

The formula to determine the score is as follows: The Contractor whose weighted average hourly rate is the lowest will get the maximum score of 300 points. The remaining Contractors will be scored pro rata according to the formula:

(Lowest weighted average hourly rate / weighted average hourly rate Contractor) X (max. number of points) = score Contractor

Instructions for filling in the Appendix 6, ‘Pricesheet’:

- Prices are expressed in Euros (excluding VAT), rounded to no more than two decimal places.
- The prices are all-in rates.
- A possible graduated discount has been deducted from the total price.
- Changing the prescribed text in the price Appendix (Appendix 6) is not permitted and can lead to exclusion of the further Tender Procedure.

5.6 METHOD OF ASSESSMENT

The Contracting Authority has appointed an Assessment Committee for the evaluation of the qualitative (sub-)Award Criteria of the Proposals. The Assessment Committee consists of a minimum of 3 members.

The assessment of the qualitative criteria takes place without knowledge of the prices submitted.

The assessors will initially assign a score per sub-Award Criterion individually.

After completing the individual assessment, the Assessment Committee will determine the final value per Proposal, per Award Criterion, based on consensus.

5.7 HOW IS THE WINNING CONTRACTOR DETERMINED?

Adding up the scores of all qualitative sub-Award Criteria will result in the total score for the 'quality' element. Adding the score for the 'price' component to this will produce the total score for the Proposal.

The Contractor with the highest number of points has offered the best price-quality ratio and will be designated the winner. This Contractor is eligible for the award.

Of the Proposals where the total score is the same after the assessment, the Proposal with the highest score for the Award Criterion ‘Quality Team’ will be ranked as the highest of those equally ended Proposals. If the score for the Award Criterion ‘Quality Team’ of these Proposals is also equal, the score for the Award Criterion ‘Process’ will determine the rank order. If this score is also equal, a new ranking by lot will be drawn among the Contractors eligible for the award, with the winning Contractor receiving the Award Decision.

6. Award Process

This chapter describes the process from dispatch of the Award Decision up to and including signing of the Framework Agreement. The Award Procedure consists of the following phases:

Phase 5: Award Decision
Phase 6: Objection period
Phase 7: Final Award

6.1 PHASE 5 – AWARD DECISION

Following the evaluation of all Proposals, the Contracting Authority will inform all Contractors in writing by way of an Award Decision which Contractor the Contracting Authority intends to award the Framework Agreement to, the reasons for the Award Decision and - to the extent relevant for the 'provisional' Award Decision - the characteristics and the advantages of the Proposal on the basis of which the relevant Contractor will be awarded the Framework Agreement.

The Award Decision does not yet entitle the successful Contractor to award the Framework Agreement, as the communication does not imply acceptance of the Proposal. In other words, there is not yet an (Framework) Agreement between the Contracting Authority and the intended winning Contractor. The Contractor to whom the Award Decision has been issued will be invited for a meeting about his/their Proposal, the verification of data and the discussion of the possible Framework Agreement to be concluded.

6.2 PHASE 6 – OBJECTION PERIOD

Contractors who do not agree with the Award Decision and wish to object to it must lodge civil proceedings to this end with the civil court in The Hague within twenty (20) calendar days after the date of the award advice, by serving a summons.

Any requests for a further (verbal) explanation of the Award Decision shall not suspend this period. If interim injunction proceedings are instituted in the prescribed manner, the Contracting Authority shall await the outcome of the interim injunction proceedings before proceeding with the Final Award. The Contracting Authority shall also reserve the right to await any appeal or to proceed with the Final Award in the event of a favourable decision by the Interim Injunction Judge of the Court.

If a proper writ of summons is not issued within this period of twenty (20) calendar days, the Contracting Authority will in principle proceed to Final Award, subject to the right not to award the Framework Agreement (in accordance with Section 4.7-d). If an unsuccessful Contractor fails to issue a summons in time or correctly, it will be deemed to have expressly waived its right to have the lawfulness of the Award Decision and/or the Tendering Procedure conducted reviewed by the court and its claim will be inadmissible if it lodges a legal remedy after all.

6.3 PROCEDURE OF VERIFICATION

Prior to awarding the Framework Agreement, the Contracting Authority shall conduct a verification interview with the Contractor to whom the Award Decision has been sent. In preparation for the verification, the Contracting Authority shall establish the points on which the information provided by the Contractor must be verified or the documents or further information which the Contractor must submit. It is also determined which questions still require clarification and which points need to be coordinated.

The verification interview will also assess whether the Contractor has correctly interpreted the Tender Guidelines including the Appendices.

If it emerges that the Contractor to whom the Award Decision has been sent has provided incorrect information in his Proposal, or that there are insurmountable objections on other points, or that no agreement can be reached on the Framework Agreement to be concluded, the relevant Proposal may be rejected. If this Proposal is discarded, the Award Decision will be sent to the next highest in ranking Contractor.

In case of remaining suitable Contractors with equal scores, to determine which of these suitable Contractors will be awarded (part of) the Contract, a lot will be drawn in accordance with the draw procedure described in Section 5.7.

6.4 PHASE 7 – FINAL AWARD

If no objections are received, the Contracting Authority will proceed with the Final Award. The Contracting Authority will send a Final Award letter to the successful Contractor.

6.5 WAITING ROOM AGREEMENT

After the Final Award, the Contractor not awarded the Agreement will be placed in the "waiting room". For more information, see section 4.5.

6.6 SIGNING THE FRAMEWORK AGREEMENT

After the award is final, the Framework Agreement will be signed between the Contracting Authority and the winning Contractor.

Final word

We would like to thank you in advance for making the effort to read these Tender Guidelines. If, after reading this document, you wish to participate in this Tendering Procedure, we wish you every success in compiling your Proposal and we look forward to receiving your Proposal!

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