

PROGRAM OF REQUIREMENTS

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

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

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

1. Requirements relating to the Contractor (RC)

RC1	During the term of the Agreement, the Contractor is able to perform the service in accordance with the Agreement, prevailing legislation and regulations and local frameworks and is obliged to ensure that all the necessary conditions are met during the term of the Agreement, including in any case the available capacity on the part of the Contractor and the continued fulfilment of the grounds for exclusion and suitability requirements stipulated at the time of the tender procedure. If at any time these conditions are not met, or the Contractor no longer seems to be able to meet one of these conditions, the Contractor is obliged to inform the Contracting Authority about this without delay, including the possible impact of an (impending) failure on the Contracting Authority and the proposed measures to prevent the failure from occurring, or at least to limit the consequences thereof for the Contracting Authority as much as possible.
RC2	The Contractor has and maintains the Wet Toezicht Accountantsorganisaties (WTA) licence from the Authority for the Financial Markets (AFM) to conduct statutory audits.
RC3	The accountant leading the team has certification authority as provided for in Dutch laws and regulations. This means that the audits are executed in accordance with NBA/IIA standards, under the responsibility of an RA/CIA.

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

AT1	At the location of the Contracting Authority, the Contractor's audit team members shall always follow the instructions of the Contracting Authority's staff, insofar as this does not compromise the objectivity and independence of the service by the Contractor.
AT2	At least one-third of the number of hours to be deployed by the audit teams will take place on the Contracting Authority's premises.
AT3	At the first request of the Contracting Authority, the Contractor shall submit, at its own expense, a V.O.G. of audit team members. The Contracting authority will not treat such requests lightly.
AT4	The Contractor guarantees that the deployment of personnel will in no way involve a conflict of interest in the execution of the audits. The Contractor has an obligation to report any potential conflicts of interest.
AT5	The Contracting Authority wants to accelerate the deadline for delivery of annual products from the next financial year to March 31. The Contractor commits to this deadline.
AT6	The Contractor guarantees to deploy only adequately qualified and equipped personnel for all service. Non-adequately qualified personnel, for example a trainee, shall only be deployed under the continuous supervision of a qualified employee.
AT7	Audit team members employed by the Contractor must not have been involved in serious professional misconduct around similar service to that to be performed for the Contracting Authority.
AT8	Audit team members have a good command of the English language or Dutch language, as needed, both verbally and in writing. Services must be performed, and products must be delivered in the English language.
AT9	During the term of the Agreement, in principle, there will be no change in the composition of the audit team(s).
AT10	The Contracting Authority has the right to require the Contractor to replace an audit team member with another person of the agreed quality in accordance with the provisions of the Agreement and ARVODI-2018 in appropriate cases, provided there are clear reasons for doing so.
AT11	Whenever audit team members are to be replaced or added, replacement or addition of audit team members shall be provided who, in terms of expertise, level of education and experience, are of at least the same level as the originally deployed audit team members. Replacement/addition by audit team members with lesser qualifications can only exceptionally (and then at a lower rate) take place after agreement with the Contracting Authority.
AT12	Audit team members shall also be deployed by the Contractor as much as possible for any additional assignments, to fill them in as efficiently as possible.
AT13	If extra deployment by the Contracting Authority is required due to the Contractor or deviates from the deployment indicated in the Tender Documents, measures will be taken which may lead to settlement of costs.
AT14	The Contractor has a clear and decisive escalation structure whereby the Contracting Authority can communicate at least at partner level about the (status of the) execution of the service.

1.2 Requirements relating to governance (GO)

GO1	The Management Team and the Audit & Risk Committee of the Contracting Authority's Supervisory Board (SB) and the ARC are involved in drawing up the Annual External Audit plan.
GO2	The Contractor attends the ARC/SB at least twice a year.
GO3	The Contractor compiles a short annual report and a short report on work performed and results for ARC/SB meetings.
GO4	All external audit reports are discussed with the MB and with the ARC/SB.
GO5	Contractor regularly reports to the MB and ARC/SB on progress in respect of outstanding actions.

1.3 Requirements relating to project coordination (RPO)

RPO1	The Contractor designates a permanent point of contact and a permanent substitute who is responsible for the entire service to the Contracting Authority and acts as the sole and substantive point of contact thereon for the Contracting Authority.
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1.4 Requirements reporting (RR)

RR1	All reports must be written in concise, clear, and well-edited English.
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Met opmerkingen [Av1]: Moeten er nog aanvullende eisen bij over de rapportage?

1.5 Quality Control and Quality Assurance (QC/QA) (RQ)

RQ1	The Contractor has a quality control system to guarantee the quality of the service to be performed by means of compliance with professional standards and quality rules as formulated by de Nederlandse Beroepsorganisatie van Accountants (NBA).
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1.6 Requirements relating to prices (RP)

RP1	Discounts are not allowed or should be internalised in the final prices and rates.
RP2	Prices/rates are all inclusive. This means that they include wage costs, overheads (such as business premises and wage costs of non-production workers), costs of support activities, costs of using equipment (such as computers) arising from the contract, the Contractor's costs related to (feedback) sessions, profits, expense insurance, travel and accommodation costs, use of innovative technologies, etc.
RP3	Additional work (extra work) is excluded within this agreement, unless a motivated written proposal is submitted for this purpose prior to the execution of the service, substantiating the need for the extra work and including a specification of the extra work to be charged. Additional work must be agreed in advance and must have been approved in advance in writing (by means of a PO) by the Contracting Authority. Contractor identifies and consults with the Contracting Authority when budget overrun is imminent.
RP4	For additional work, no higher hourly rates will be charged than indicated in appendix 6 (Price Sheet).



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