

Request for proposal
Accountancy and Project Administration
EIT Digital IVZW

February 5th, 2018

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1. Definitions

Agreement – The agreement on which the Assignment is executed in accordance to the RFP Documents.

Assignment – The services and/or products that the winning Tenderer will deliver in accordance to the RFP Documents, the Tender and the Agreement. The Assignment is explicitly described in section 3.

Award Notification (Winner) – The digital transmitted decision with which the winning Tenderer is notified on its winning and in which it will be asked to send the supporting documents.

Award Notification (Others) – The digital transmitted decision with which the non-winning Tenderers are notified on the winner, a brief explanation to the decision and their possibility to ask questions and/or file a complaint.

BVFM – (Best Value for Money) The Tender which provides the most advantageous combination of costs, quality and/or sustainability.

Client – EIT Digital IVZW and its legal entities.

Collaboration – A combination of legal entities in the capacity of Tenderer who are individually jointly and severally liable for the Tender and performance of the Assignment.

Contractor – The winning Tenderer with the Tender which provides the BVFM.

Exclusion ground – A circumstance of the Tenderer or Tender which will lead to exclusion to the Assignment.

KPI – (Key Performance Indicator) Variables to analyse the performance of the Contractor, its product and/or its services.

Legal representative – The natural person who, according to the extract of the Chamber of Commerce (in the member state of the Tenderer), is entitled to bind the Tenderer.

Note of information – Combined answers of Client on questions of the Tenderers concerning the RFP Documents during the procurement procedure.

RFP (Request for Proposal) – Underlying document with which the Tenderers are asked to submit their quotes provided that they are fulfilling the minimum requirements.

RFP Documents – All documents that Client will provide during this procurement procedure with regard to this RFP.

Service(s) and/or Products – Requested services and/or products as defined in this RFP.

TED – Tenders Electronic Daily – The online version of the supplement to the Official Journal of the EU, dedicated to European public procurement.

Tender – The complete offer of a Tenderer including all attached documents with which Client can determine if the Tenderer meets the minimum requirements and to what extent the offer qualifies as BVFM.

Tenderer - A legal entity (or combination of legal entities) that is willing to submit and/or has submitted a Tender in accordance to the Assignment and corresponding requirements as formulated in this RFP.

Third parties – All parties except: Client, the Tenderers and all their legally related parties.

Qualitative selection criteria – Qualitative criteria are intended to provide Client with certainty on the quality of the Tenderer to complete the Assignment as desired and within the timeframe.

Working day – A calendar day, not the Saturday or Sunday, not an internationally respected holiday and/or the equivalent of such a day as respected by Client.

2. General information

2.1. Overview of Client

Client is a leading European digital innovation and entrepreneurial education organisation driving Europe's digital transformation.

Client delivers breakthrough digital innovations to the market and breeds entrepreneurial talent for economic growth and improved quality of life in Europe. It does this by mobilising a pan-European ecosystem of over 150 top European corporations, SMEs, start-ups, universities and research institutes.

As a Knowledge and Innovation Community of the [European Institute of Innovation and Technology](#), Client is focused on entrepreneurship and is at the forefront of integrating education, research and business by bringing together students, researchers, engineers, business developers and entrepreneurs. This is done in a pan-European network of Co-Location Centres in Berlin, Eindhoven, Helsinki, London, Paris, Stockholm, Trento, Budapest and Madrid. We also have a hub in Silicon Valley.

Client invests in strategic areas to accelerate the market uptake of research-based digital technologies focusing on Europe's strategic, societal challenges: Digital Industry, Digital Cities, Digital Wellbeing, Digital Infrastructure and Digital Finance.

Client breeds T-shaped entrepreneurial digital talent focused on innovation through a blended Education Strategy that includes Master School, Doctoral School, Professional School and Summer Schools.

Further information can be found at <http://www.eitdigital.eu>.

2.2. RFP and its purpose

This RFP and accompanying appendixes (mentioned in Chapter 7) are describing the procurement procedure, as well as the criteria to which extend the Tenderers and their Tenders will be judged in order to find the Tenderer which provides the best value for money.

Client started this procurement procedure in order to conclude the Agreement with one Contractor for the provision of Accountancy and project administration (the Assignment). More information on the Assignment is included in section 3. The execution of the Assignment starts January 1st 2019 and has a duration of one calendar year including all reporting over that year in the year thereafter. If Client wishes so, he has the unilateral possibility to extend the Agreement four (4) times with one (1) year each time at the latest one month before expiry of the term.

Client wishes to enter into the Agreement for the full initial contract duration and its renewals (in total 5 years), but it being understood that Client only undertakes legally binding commitments for the initial contract term of 1 year, due to the annual cycle of its business plan according to the EIT Horizon 2020 FPA and SGA.

Client chooses not to divide this Assignment into partial assignments. The nature and extent of the Assignment are contrary to such a split. Splitting the Assignment into partial assignments will inevitably lead to higher costs and a bigger workload to both Client and all Tenderers.

In this RFP the extend of the Assignment is described. Variants on the requested services will not be evaluated. Tenders with variants will be excluded from the procedure.

2.3. Procurement procedure

Client has voluntarily decided, in accordance to the EU “Financial Regulation” (EU no 966/2012), to set up a strong management and control procurement system. In addition to the principles as contained in the Financial Regulation, Client has looked for guidance in the European procurement directives 2014/24/EU and 2007/66/EG. These Directives includes provisions and principles like transparency, equal treatment, non-discrimination, proportionality and lack of conflict of interest which are equally respected throughout Client and this selection procedure in particular.

This RFP is therefore a result of the choices Client made in his Procurement Manual. In accordance to this Procurement Policy and with respect to the estimated contract value (above the European threshold of EUR 221,000), the “Public Tender” selection procedure is applicable. Accordingly, Client has published this Assignment on www.ted.europe.eu (the supplement of the official Journal of the European Union (TED)).

2.4. Best Value Procurement Method

In order to find the Tenderer which provides best value for money, this procurement procedure will be following the rules of the Best Value Procurement theory. Best Value Procurement (hereinafter BVP) or Performance Procurement is a method whereby the subscriptions are valued according to the principle that most value should be obtained for the lowest price. The BVP method was developed by Dean Kashiwagi of the Arizona State University Performance Based Research Group in the mid-1990s.

The paradigm of this method differs from the traditional way of selecting and cooperating with a Tenderer. This method is based on the principle that the Tenderers are in fact the specialists instead of Client. The focus is on what should be reached (the objective), rather than how it's reached. This RFP describes just the minimum requirements and objectives of this procurement and not a long list on how the Tenderers should reach the targets. In the end this method tends to:

1. Transfer the risks that are within the grasp and responsibility of the Tenderer to the Tenderer, who in return will aim to utilize its expertise and experiences to prevent Client from damages when risks occur;
2. Allow the contract to become a performance-based contract instead of a specified contract using standards;

3. Minimize the need of Client to have technical expertise;
4. Increases the value and performance of the service to be performed by Tenderer and how it is perceived by Client in terms of cost, time and quality;
5. Force the Tenderers to differentiate themselves from each other by utilizing their expertise.

Our purpose is to challenge each Tenderer to be inventive and proof Client, why it is the best Tenderer and why it is able to fulfil our objectives. In short, the reasons of using this method are:

1. Better cooperation and coordination during the execution of the contract;
2. More opportunities for each Tenderer to distinguish itself from its competitors;
3. Less delay and no unforeseen costs;
4. Higher Client and Contractor satisfaction.

BVP requires a different way of thinking and it has a different timeline in comparison with the traditional tenders. The process consists of four phases:

1. Preparatory phase

Client used this phase to formulate the RFP Documents, to obtain market information and to prepare itself for the procurement procedure.

2. Assessment phase

After the Preparatory phase the Assessment phase starts. The objective of Client is to find the Tenderer with the best combination of price and quality. The price will be a relatively small factor in the assessment with 25 points to gain. The other 75 points are to be gained in the Performance & Project Capability document, the Risk Assessment Plan, the Added Value Document and the Interview of Key personnel (who will be actively working on the project).

The Tenderer needs to describe and proof with dominant information and performance metrics:

1. Why Tenderer can accomplish the Assignment and fulfil the objectives;
2. What Assignment risks Tenderer sees outside its own sphere of influence, and how it deals with them;
3. What opportunities Tenderer sees and how it uses these to enhance its services on top of the activities with which it fulfils the requirements of the deliverable and the project scope;
4. That the key personnel are accurate, competent and they comprehend the Assignment.

While evaluating all documents and the interviews, dominant information plays an important role. Objective information (concise, logical and measurable) has to be shown to ensure certainty

on the best Tenderer (intended Contractor) with the best plan. The purpose of the interviews is to ensure that the Tenderers plan in the Implementation and Execution phase can be met with the people it is deploying.

3. Realization phase

During the Realization phase the (intended) Contractor will work out its plans in detail. It (for example) draws up a detailed planning and the risks and management skills are elaborated. This phase however gives no room to edit/change the original offer. The (intended) Contractor has to show how the promised results will be measured and be reported on during execution. This phase is the most important phase in which the full plan of approach must be delivered. This plan of approach ensures that there will be no or just a few disturbances during the implementation. Should this phase prove that the intended Contractor does not meet the requirements, then this phase can be started with the second-best Tenderer.

The intended Contractor takes the lead in this phase. It must work out its own Tender and formulate Key Performance Indicators without losing sight on the main objectives. This phase ends with the signing of the Agreement.

4. Implementation & Execution phase

During the Implementation & Execution phase, the Contractor has completely explored the project in the future phases. In this phase the performance of Contractor is measured and reported on to the Client. Contractor must generate a Weekly Risk Report (WRR) throughout the Implementation & Execution phase. These WRRs are used to mitigate risks and document performance until the Assignment is completed. The WRR should include:

1. Milestone schedules;
2. Performance metrics;
3. Risk management plan;
4. Documentation of risks that occurred and the impact to the original time, cost, and quality of the Assignment.

2.5. Digital tendering

This procedure will be digitally executed using www.ted.europe.eu (hereinafter TED). This means, among other things, that:

1. All RFP Documents are digitally and free of charge available on TED as well on Clients website <https://www.eitdigital.eu/about-us/calls-tenders/>;
2. Questions regarding the RFP and/or the procedure must be asked by e-mail;

3. Tenders must be digitally submitted in accordance to the plans and regulations contained in this RFP;
4. Any further correspondence will take place by e-mail.

2.6. Communication during the procedure

It is prohibited during this procurement procedure to communicate with any other employee or otherwise to Client related person than:

Sjors Apeldoorn, Procurement Advisor, email: tender_accounting@eitdigital.eu for the attention of Sjors Apeldoorn.

In case of absence of Sjors Apeldoorn his activities will be observed by Anne de Moor, legal advisor of Client.

2.7. Tender team / Assessment team members

Best Value advisor and Project leader: Sjors Apeldoorn.

Legal Advisor: Anne de Moor.

Evaluation Committee members: The Evaluation Committee consists of several staff members of Client and its legal entities. Some are management staff and others will (also after awarding of this Assignment) actively work with the offered solution and/or will be a direct contact for Contractor during execution.

2.8. Timeframe (indicative)

The timeframe of this selection procedure is:

Activity	Date
Preparatory phase	04-10-2017
<i>Assessment phase</i>	<i>05-02-2018 until 24-06-2018</i>
• Publication	05-02-2018
• End date First Question period	19-02-2018
• First Note of information	02-03-2018
• <u>Optional Information Tender Meeting (Video Conference)</u>	07-03-2018
• End date Second Question period	12-03-2018
• Second Note of Information	20-03-2018
• Tender submission date	<u>30-03-2018 until 17:00 CET</u>

• Interviews (Brussels)	25-04-2018 and 26-04-2018
• Award notification date	25-05-2018
• End date Standstill Period	05-06-2018
• Possibility for refusal meeting (VC)	28-05-2018 until 15-06-2018
Expected start date Realization phase	25-06-2018
Expected end date Realization phase	10-09-2018
Expected Agreement Signing date	10-09-2018
Starting Implementation phase	01-10-2018
Starting date Execution	01-01-2019

3. The Assignment: Accountancy services

3.1. Nature of the Assignment

Client wishes to enter into an Agreement with one Contractor for the provision of Accountancy and Project Administration services for at least one calendar year including all reporting over that year in the year thereafter with the unilateral possibility to extend this term for four (4) times one (1) year. Where Client mentions a specific brand or quality standard in this RFP, then it should be read “or similarly”.

3.2. Scope of the Assignment

Client wishes to enter into an Agreement with one company which will assure Client and its legal entities that Tenderer:

1. Takes care of all its accounting activities (under which but not limited to) bookkeeping and monthly financial reporting, and does that in accordance to local (at least in the 9 different European Member States, mentioned in section 3.3) and European legislation and works in accordance with the Generally Accepted Accounting Principles (GAAP) and (as a processor of privacy sensitive information) in accordance with the European General Data Protection Regulation (GDPR) required for each country. Client also has a legal entity in the United States of America for which the same services need to be provided except that Client has entered into an agreement with a local provider for Statutory and Fiscal filings;
2. Provides all services (including in the countries where the legal entities are based) required by the local authorities (statutory and fiscal). These include the maintenance of all tax rulings, the preparation and submission of all VAT and Corporate Income Tax filings as well as the required follow up, preparation, submission/filing and follow up of the Statutory Financial Statements. These services should be performed on time and in accordance with all legal and non-legal obligations in the applicable countries;
3. Provides all services required for the EIT Horizon 2020 based Cost Reporting. This includes but is not limited to monthly analytical views on the costs based on projects and on Horizon 2020 cost categories. Also the annual EIT Horizon 2020 Cost report needs to be prepared and submitted and EIT and EU auditors need to be supported to verify the eligibility of the costs;
4. Fulfils its role with regard to Project Administration enabling to facilitate Client proactively.

It's up to Tenderer to determine which services are needed in order to get the best results on the scope of the Assignment. By doing so, Tenderer will secure that Client is fulfilling its obligations and all other legal responsibilities, which will be proven by future results of the audits.

3.3. Current situation

Client has been established in 2010 and has since its inception subcontracted all accounting and project administration services. Due to the size of this outsource contract it is important to re-evaluate potential suppliers of this service.

Client is organised in the following way:

1. The Holding organization is Client, a non-profit association. This Association has 100+ member organizations (both private and public organizations), that participate in the EIT Digital Knowledge and Innovation Community (KIC) together with their affiliated entities or entities with a legal link. Client is registered in Belgium.
2. Client has established legal entities (“subsidiaries”) in 8 countries:
 - a. (Sweden, Finland, United Kingdom, The Netherlands, France, Italy, Spain and Hungary) that are linked to Client and perform the Activities of Client in the so-called node countries (to link with the country eco-systems).
 - b. There also exists a legal entity in Germany but that is not part of this legal structure nor this tender.
3. In Belgium an EIT Digital Education foundation is established to manage the scholarships, tuition fees and summer school financial transactions for the Master School and all financial transactions for the Professional School.
4. In Belgium an EIT Digital Accelerator IVZW (association) is established to manage all financial transactions for the EIT Digital Accelerator.
5. In the US the EIT Digital Silicon Valley Foundation is established to manage the Silicon Valley node and the links with the US eco-system.

At a top level the following services are required for each Legal Entity (12 in total):

- Central accounting system for all 12 LE’s including scanning services for the invoices;
- Creation of the internal procedures to manage the workflow of the various data streams;
- Daily Bookkeeping (including analytical views amongst others for project accounting and H2020 reporting categories);
 - Maintenance of the supplier accounts (including the purchase order and invoice approval workflows);
 - Maintenance of the client accounts (including invoicing);
 - Weekly preparation of all payments via SEPA batches from the central accounting system;
- Monthly Financial Reporting;
- All employee related payroll bookkeeping based on information provided by the local payroll organizations. The local payroll operation is not part of this tender.

- Monthly/Quarterly VAT declarations: preparation, submission via local affiliates of the provider and follow up;
- Annual Corporate Tax declarations: preparation, submission via local affiliates of the provider and follow up;
- Annual Report and submission of the Statutory Financial Statements via local affiliates of the provider;
- EIT Cost Report for each of the legal entities based on Horizon 2020 rules for cost eligibility;
- Overall quality control of the operation in accordance with ISO 9001.

Interfacing with the organization:

- Order processing and invoice handling – handling of emails and phone calls from the organization, clients and suppliers;
- Employee expense handling (Client uses Xpenditure) – verification of all receipts;
- Payroll accounting (different per country);
- Employer and Social benefits administration;
- Invoice generation and credit collection;
- Interface with KBC and other banks for all bank transactions.

Necessary additional services:

- Hosting and supporting the company auditor, EIT auditor and European Court of Auditors and OLAF requests and visits. Interfacing with the local payroll providers to obtain the required accounting information.

Project Administration:

- Help desk services;
 - Support Project Proposal set up;
 - Support Operations;
 - Activity changes;
 - Budget changes;
 - Support cost statements;
- Database management;
 - Import Partners in system, check validity;
 - Import Members, check validity;
 - Database maintenance: keep consistency;
- Maintain rules documentation.

Description of the supplier accounts work:

- Suppliers;
 - Manage the Supplier list per LE;
- Orders;
 - Creation of the order based on an input document (pdf) supplied via email;
 - Manage the workflow and exceptions in EasyForm, the Microsoft SharePoint based purchasing platform;
 - Inform the business requestor via email that the order is placed;
- Invoices;
 - Scan the incoming invoices into EasyForm that supports OCR capabilities for invoice handling and create the meta-data;
 - Link them to the applicable order, if no order exist manage the exception;
 - Send them in a workflow for approval by the Business requestor and the Cost Centre manager;
 - Once approved prepare a SEPA batch for payment via our banks;
 - Handle exceptions (eg credit notes, missing or wrong VAT information) and follow-up questions, manage corrections (bounced payment, etc.).

Following services were delivered by our current Contractor in 2017:

LE	Orders	Invoices	Employees (Payroll)	Expenses
IVZW	700	1,500	15	5,000
Node LE's (*8)	200*8=1,600	400*8=3,200	15*8=120	1500*8=12,000
Education Foundation	25	50	0	0
Accelerator IVZW	25	50	0	0
Silicon Valley Foundation	50	100	0	500
Total	2,400	4,900	135	17,500

The project administration serviced by the current Contractor includes 0.75 fte a year on necessary supportive activities including the hosting and supporting project audits.

All described services were at a stable level throughout the years. Client had to account for a stable annual budget of EUR 30.000.000,- during all these years (EUR 15.000.000, - for the KIC Legal Entity and EUR 15.000.000,- for other legal entities). Therefore, it's not expected that the amount of accounting and project administration services will change progressively. It will remain comparable with the amount mentioned above.

3.4. Assignment requirements

Client requires that the Assignment is set up and carried out from Belgium, since its head office is stationed in Brussels.

There is no objection for cloud solutions/placement of information in the cloud as long as:

1. The servers are placed in Europe and are subject to European Law and;
2. The solution will comply to the General Data Protection Regulation 2016/679/EC that will apply from 25th of May 2018.

Although it is up to Tenderer to define which services/solutions are needed there are a few requirements from Client that will help to complete the activities Client and Contractor have to undertake during the Assignment. Unless Tenderer can proof why their differentiating solution will be easier to work with, the solution of Tenderers will be rated more positively when:

1. Tenderer offers one and the same point of contact (mandatory located in Belgium) for Client and each of its Node legal entities;
2. Tenderer offers one integrated solution, that is flexible enough to connect with EasyForm or similar systems based on bi-directional XML EDI specification and provides Client the possibility to analyse information in Excel for the entire organisation;
3. The solution provides certainty on undisturbed continuation of the core business of Client as well during implementation as during execution.
4. Tenderer shows to be able in minimizing the investment from Client on time and money during implementation and execution (less labour-intensive).
5. Tenderer is able to control its own entities and/or subcontractors at all times. It is expected that all entities will use the same IT system based on localised templates for GAAP and local requirements such as electronic tax (VAT, CIT) filings.

3.5. Documents applicable to the procedure and Assignment

The applicable documents to this selection procedure and the final Assignment are in order of importance:

1. The Agreement;

2. Note of information (mentioned in section 4.4);
3. RFP Documents;
4. The plan of execution as formulated by Contractor and approved by Client during the Realization Phase;
5. The Tender.

4. Procedural aspects and regulations

4.1. Tenderers and Collaborations

All Tenderers who meet the minimum requirements to enrol (independently, in a collaboration and/or by calling on Third parties) are invited.

The Contractor will be the Tenderer to whom the Agreement is awarded based on the BVFM criterion. A Tenderer may include one or more legal entities under the terms of this RFP.

In case of a Collaboration of any kind and/or calling on qualities of Third parties, **the nature of the Collaboration and/or calling on qualities of Third parties, responsibilities and specific qualities of each party must be explained in the Tender letter.** In addition, each of the parties (both collaborators/subcontractors and Third parties on which is called on) must individually sign and submit the declaration of honour and apply an extract from the Trade Register of the State in which the concerned party is seated.

If a Tenderer calls upon resources and/or experiences of Third parties, it must **(within 5 Working days upon request)** submit a legally signed declaration of the Third party in which the Third party declares to apply the necessary resources whenever the Tenderer requests these.

A Tenderer may not function as a Third party/subcontractor to another Tenderer. A Third party may act as a subcontractor for several Tenderers at the same time in respect to this RFP and following Agreement. During the term of the Agreement, the Collaboration may change its composition only upon written consent of Client.

4.2. Provisions with regards to cancellation of the procedure

Client is not obligated to award the Assignment. Client is at all time allowed to end this procurement procedure and to start a new one whenever and however it desires. In addition to this, Client reserves the right to suspend or cancel the Agreement, where the procurement procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Agreement, Client may refrain from concluding the Agreement. In the event of cancellation of the procurement procedure, Client will notify Tenderers of the cancellation.

Tenderer shall take all measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). It should inform Client immediately if there is any change in the above circumstances at any stage during the implementation or execution of the Assignment.

Client will not compensate any costs incurred by Tenderers relating to this procurement procedure. Client has no intention of completing this RFP unsuccessful. However, if a situation arises that result in the decision to terminate the procurement procedure in whole or in part, temporarily or completely and/or not to award the Assignment before or after receiving Tenders,

Tenderers are not entitled to compensation of any kind whatsoever. In no event shall Client be liable for any damages or whatsoever under which, without limitation, damages for loss of profits, in any way connected with this proposal procedure, even if Client has been advised of the possibility of damages.

4.3. Communication, ownership and confidentiality

Tenderer may use the information that Client provides regarding this RFP only for the purpose for which it was provided: (possible) participation in the RFP.

Tenderer is obligated to treat the information Client provides with regard to this RFP in a confidential matter. Tenderer will also impose this obligation upon Third parties with whom the Tenderer wishes to fulfil the requirements and/or the Assignment. This confidentiality will remain in effect during seven years after the procurement procedure has ended.

Client retains ownership of all Tenders received under this procurement procedure. Tenders will not be returned nor deleted at the end of the procurement procedure. Proprietary information identified as such, which is submitted by Tenderer with regards to this procurement, will be kept confidential.

Client has the right - without notification - to share the Tenders of all Tenderers and the Agreement to internal audit services from Client, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office. This right remains in effect during the implementation of the Agreement and for seven years after the completion of the Assignment. Client is allowed to do so for the purposes of safeguarding the EU's financial interests.

Publicity or advertising relating to, following, or by reference to this Assignment by or on behalf of Tenderer, on or after the procurement procedure is only permitted upon prior written consent of Client.

Tenderer is not allowed to approach representatives of Client or to its related parties about this procurement procedure other than the single contact point mentioned in section 2.6. By doing so Tenderer will risk being excluded from further participation in this procurement procedure.

Oral notices, commitments or agreements have no legal power. All relevant information will be digitally provided in the documents mentioned in section 3.5.

All data exchange, work and correspondence during the procurement procedure and the performance of the Assignment will be in English, unless expressly stated otherwise.

4.4. Rules for Q&A

Client invites Tenderer to ask questions, including questions regarding text proposals, comments on the draft Agreement etcetera. However, the following requirements must be observed:

Tenderer is obligated to notify Client by the latest at the closing date for questioning as set out in the timeframe (section 2.8) in case of obvious or perceived errors or omissions, including contradictions in the RFP Documents. The moment of receipt of the questions is the measure. Client will not provide answers on questions received after the deadline. Tenderer should use the questioning format as provided in Appendix 10.

In order to enable proper processing by Client, each question must be formulated separate, with a clear reference to the part of the RFP Document to which the question relates and without mentioning any company data.

If Tenderer fails to warn Client in advance of any apparent or perceived error or omission, it processes its rights in that regard. The possible consequences are for the account and risk of Tenderer. It can no longer complain at any later stage during the procurement procedure and/or during the execution of the Assignment.

Tenderer will receive the answers to the questions in one or more Notes of Information which will be provided to all Tenderers simultaneously. There will not be an individual answer to questions in order to be transparent.

4.5. Submission of Tenders

Tenders must be e-mailed in **English** before the deadline: **March 30th before 17:00 Central European Time** to tender_accounting@eitdigital.eu: for the attention of Sjors Apeldoorn.

The proposal shall contain the following documents:

1. Legally signed Tender Letter;
2. Appendix 1 – Company information;
3. Appendix 2 – Information on subcontractors;
4. Appendix 3 – Declaration of Honour;
5. Appendix 4 – References;
6. Appendix 5 – Q1 Performance and Capability Document;
7. Appendix 6 – Q2 Risk Assessment Plan;
8. Appendix 7 – Q3 Added Value Document;
9. Appendix 8 – Q4 Profile Key Staff;
10. Appendix 9 – P1 Total Costs.

Tenders must be submitted in PDF. **Responses should be concise and clear.** The Tender will be incorporated into any Agreement that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually.

Tenderer represents that the individual submitting the Legal entities proposal, is duly authorized to bind its entity to the Tender as submitted. Tenderer also affirms that it has read the RFP and has the experience, skills and resources to perform, according to conditions set forth in this RFP

and the Tender. Tenderer must be represented by its Legal representative who has to sign the legally signed Tender letter and necessary appendixes, that should be added as part of the Tender.

To the Agreement, except as otherwise provided for in this RFP, only the terms and conditions of Client apply. The terms and conditions of Tenderers are expressly rejected. By submitting the Tender, Tenderer fully and unconditionally agrees with the requirements and terms set out in the RFP Documents. Submitting the Tender differently than prescribed in this section will not be accepted.

The Tender needs to be submitted before the closing date and time specified in the Timeframe. The Tender will not to be opened before the deadline ends. Receipt of a Tender after the deadline ended is, irrespective of the cause, at the expense and risk of Tenderer. Tenders received after the deadline will be excluded from the evaluation. The received documents regarding an excluded Tender, will be deleted without opening.

Tenderer is allowed to withdraw its Tender until the submission date and time by sending an explicit notification of its wish to do so by e-mail to tender_accounting@eitdigital.eu. Tenderer will receive a conformation of the successful withdrawal of its Tender when applicable. All uncertainty, ambiguity and/or overdue notice with respect to the submission and/or withdrawal of the Tender is at the expense and risk of Tenderer.

Client reserves the right to check all submitted data without further permission of the Tenderer and if necessary by accessing the specified reference persons.

4.6. Clarification of Tenders

Any Tender that doesn't follow the instructions of this RFP will be rejected by Client. After submission of the Tenders, Client checks whether the Tender satisfies all the formal requirements set out in the RFP Documents. Where information or documentation submitted by Tender are or appear to be incomplete and/or erroneous and/or otherwise unclear and/or prices seem to be at an abnormal low subscription, Client is allowed to ask for a simple clarification. Tenderer is however, not allowed to make substantive changes in the offer, while providing answers on the questions (like a different price or description of services).

Tenderer has to submit supplements, has to clarify and/or complete the relevant information or documentation (on first request) within 2 working days after receiving the request. Whenever Tenderer fails to give the requested supplement, clarification and/or relevant information or these are unsatisfying and/or leading towards a different Tender, Client will exclude the Tenderer for this selection procedure. If so, Tenderer will receive a confirmation of its exclusion for the procedure at hand.

4.7. Validity of the proposals

Tenderer is bound by its Tender until September 10th 2018.

4.8. Award Notification

Each Tenderer will be informed as soon as possible by the Award Notification (via email). Client will provide a brief explanation on the score and ranking of each individual Tender in comparison with the winning Tender. Client will not provide complete Tenders of other Tenderers. In addition, information that could harm public interests and/or the commercial interest of one of the Tenderers and/or that could harm fair competition will not be shared.

4.9. Appeals/complaints

If there is something unclear about the procedure or the Award notification, there is a chance for Tenderer to channel first complaints during the questioning periods.

Tenderers believing that their interests have been harmed by an error or irregularity during the procurement procedure can ask for clarification and/or may file a complaint. Appeals should be addressed to Client.

Client maintains a “standstill period” of 10 days during which Tenderer can file its complaints, starting from the day the Award notification was sent by e-mail to the Tenderers. Client will not start the Realization phase or conclude the Agreement following the decision to award the Agreement before the expiry of the “Standstill period”.

Questions and/or complaints must be send to: tender_accounting@eitdigital.eu If the complaint procedure is not satisfactory to the complaining party, it has the right to address the (remaining) complaints to the competent court seated in Brussels (Belgium). Belgium law applies on this procurement procedure and the Agreement.

4.10. Signature of the Agreement(s)

The final award does not yet constitute the Agreement. The Agreement will be concluded at the time of signature by Contractor and Client.

Within 10 days of receipt of the Agreement from Client, the selected Tenderer shall sign and date the Agreement and return it to Client by using E-signing. In case the winning Tenderer is unable to enter into or lacks to contact within the above-mentioned period, Client may decide to exclude Tenderer from the procedure and start the Realization phase with the second-best Tenderer.

4.11. The “waiting room agreement”

During the Realization phase it might become clear that the intended Contractor doesn't meet the requirements and/or that it's understanding of the Assignment and/or its solutions and/or services will not provide an acceptable execution of the Assignment. Client is allowed to start the Realization phase with the second-best Tenderer whenever this situation occurs. So, there is no need for Client to start the complete procurement procedure all over again. Whenever the Agreement is signed, this possibility is however no longer available.

In order to prevent Client and the Tenderers for another procurement procedure whenever the Agreement is terminated within the first 24 months after its signing, Client has chosen to create the possibility of contracting the second-best Tenderer during this period on the basis of this procurement procedure.

In the (draft) Agreement (Appendix 11), Client regulated that it has the right to terminate the Agreement in specific situations. For this reason, Client also concludes a so-called “Waiting room agreement” with the second-best Tenderer (based on the principle of BVFM). The purpose of this Waiting room agreement is to transfer the Services for the remaining (maximum) duration of the Agreement (including remaining renewal options) to the Tenderer with the Waiting room agreement, in the event of early termination of the Agreement. The draft “Waiting room agreement” is attached as Appendix 12.

5. Evaluation of Tenderers

5.1. Introduction

Client will at first assess whether the conditions for participation in the procurement procedure have been met. This evaluation consists three steps, which means that the qualitative evaluation of the Tender will only be started if the Tenderer isn't excluded during one of the following steps.

5.2. First step – Formal requirements

The first step is verifying if the Tender is formally in line with the requirements formulated in section 4 (like reception in time, in the right format, with the right documents) and if the Company information ([Appendix 1](#)) and information on Subcontractors is submitted ([Appendix 2](#))

5.3. Second step – Exclusion grounds

The second step is the one in which Client checks if there are any exclusion grounds applicable. Tenderer can prove its fulfilment of the requirements by signing its declaration of honour ([Appendix 3](#)). Client will exclude any Tenderer that isn't willing to sign the declaration of honour. Whenever Client has proof or notice of non-compliance, Client will give Tenderer a chance to explain this before Tenderer will be excluded or the Agreement will be terminated. If a Collaboration of parties enrol as one Tenderer, all the parties have to meet the requirements stated in this section and fill in Appendix 3 – Declaration of Honour. The exclusion grounds are:

1. Exclusion grounds – excluded are Tenderers of which its legal person(s) and/or its representatives who are a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control the legal person;
 - a. were a subject of a conviction by final judgement for one of the following reasons:
 - i. Participation in a criminal organisation;
 - ii. Corruption;
 - iii. Fraud;
 - iv. Terrorist offences and/or offences linked to terrorist activities;
 - v. Money laundering;
 - vi. Child labour and/or other forms of trafficking in human beings.
 - b. are in breach of their obligations relating to the payment of taxes or social security contributions (where this has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the party is established).
2. Possible exclusion grounds: Client may exclude parties which are/were;
 - a. Bankrupt or the subject of insolvency or winding-up proceedings;
 - b. Guilty of grave professional misconduct which renders its integrity questionable;

- c. Under sufficiently plausible conditions on which Client can conclude that they are into agreements with other economic operators aimed at distorting competition;
- d. Involved in distortion of competition from the prior involvement of the economic operators in the preparation of a procurement procedure.
- e. Showing significant or persistent deficiencies in the performance of a substantive requirement under a prior Agreement with Client and/or linked Third parties, which led to early termination of that prior Agreement, damages or other comparable sanctions.
- f. Guilty of serious misrepresentation in supplying information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, are withholding such information or are not able to submit the requested documents;
- g. Undertaking actions to unduly influence the decision-making process of Client to obtain confidential information that may confer upon it undue advantages in the procurement or negligently providing misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5.4. Third step – Qualitative requirements

The third step is the evaluation on to what extend the qualitative requirements are met by Tenderer. The qualitative selection criteria are intended to provide certainty about the quality of Tenderer to complete the Assignment as desired. Tenderer has to proof its compliance **within 7 days after receiving the Award notification**. If Tenderer can't prove - on time and/or adequately - that it meets the requirements, Tenderer will be excluded from further participation in this tender. Tenderer (individual or in total in any Collaboration) has to meet following qualitative requirements:

1. Tenderer has to be registered in the professional and/or trade register kept in their Member State. Tenderer can proof this by supplying an extract from the Commercial Register (or similar).
2. Tenderer has to be creditworthy. It can proof this by submitting a Dun & Bradstreet (or similar) report that indicates a score of 2 or better (low risk profile).
3. Tenderer must be technically and professionally able to perform the required services. It can proof this by adding suitable references (please use Appendix 4) from contracts to its Tender. Tenderer must in any case demonstrate the following competences:
 - a. Ability to create all statutory accounting documents (financial statements (SFS) (from within one European Member State), filing those documents and filing these into the Belgium register and also filing them according to the local legal prescriptions in at least 5 of the 9 countries in which Client and its legal entities are located;

- b. Ability to carry out accounting, cost reporting and project administration for European subsidies (Horizon 2020 or similar);
 - c. Ability to work with one integrated system in which all international accounts (from at least five locations in different European Member states) come together and are merged into a central report and submission of local VAT and CIT filings is possible.
- 4. Tenderer has a sufficient insurance or will be sufficiently insured (starting October 1st 2018) against occupational/professional risks and legal liability. To proof this, Tenderer must submit an insurance policy that provides cover for at least EUR 1.500.000,- per event per year. When it doesn't possess such an insurance yet, a statement from the insurance company in which the insurance company declares that such an insurance will be concluded at the latest October 1st 2018, is sufficient.
- 5. Tenderer works with a Quality management system, with which the risk on (human) mistakes are reduced and the quality of the services are improving during execution. Tenderer can proof this by submitting a copy of their ISO9001:2008 or ISO9001:2015 accreditation (or similar).
- 6. Tenderer uses an environmental management system to develop an environmental policy that is appropriate for the organization and guarantees its implementation. Tenderer can proof this by submitting a copy of their ISO14001:2004 or ISO14001:2015 accreditation (or similar).

6. Evaluation of Tenders

6.1. BVFM Criteria

The Tender will be awarded based on the criterion BVFM, whereby the Tenderer wins that submits the Tender which, in the opinion of Client, gets the highest total score. In total there are 100 points to be earned, divided between the Quality and Price sub-criterion.

The score of each Tender will be evaluated in accordance with the below mentioned award criteria. The award criteria will be examined in accordance with the requested service indicated in Section 3 of the document.

Award Criterion	Sub criterion	Max points
Quality	Q1 – Performance & Capability Document	20
	Q2 – Risk Assessment Plan	15
	Q3 – Added Value Document	10
	Q4 – Interviews	30
Price	P1 – Total Costs	25
Total		100

Q1 – Performance & Capability Document

Tenderer needs to describe on the bases of a number of statements, why it is able to perform the Assignment well and how it will achieve the project objectives. Tenderer is expected to substantiate its arguments with verifiable performance information (so called Metrics) that relates to the project objectives. It is all about distinctive (dominant) information. Tenderer is not expected to include detailed information or technical information on how it will perform. The distinguishing (dominant) information that Tenderer includes in its Tender is:

1. Non-reprehensible, accurate, easily verifiable and measurable;
2. A representation of the performance level that is to be realized;
3. Concretely translated to the present Assignment (Specific, Measurable, Acceptable, Realistic and time-bound).

Client is interested in information that describes how the performance of the Assignment will be delivered, not in gaining experiences of the past. It will be sufficient to provide a functional description of the past performance and how it can be translated into the execution of the Assignment.

Q2 – Risk Assessment Plan

Client distinguishes two types of risks:

1. Internal risks (Technical risks): these aren't real risks. Tenderer knows and obviates these risks in its work, trade practices and delivered services. These risks should be included in the price.
2. External risks: these can't be affected by Tenderer and they might endanger the project objectives. These risks are at the expense of Client and should not be included in the subscription price.

Tenderer must identify the most important "External risks" regarding the Assignment in the Risk Assessment Plan. It should prioritize these risks and indicate the corresponding management measures. In doing so, it must briefly substantiate the effectiveness of the measures with verifiable execution information. The result and the priority must be incorporated into the risk file. Tenderer is expected to substantiate all external risks for itself, formulate management measures and take any costs for the management measures into its risk file. During the Realization phase full attention will be paid to the risk file and all possible risks will be included, including management measures formulated by Tenderer. At this phase, relevant external risks (without the management measures) mentioned by other Tenderers will be shared with Tenderer. By subscribing, Tenderer hereby agree.

During the execution there may occur an external risk that no one has provided. If so, Tenderer must report this in the weekly report and submit a proposal for a management measure including its substantiation. In addition, Tenderer must indicate the costs involved and the consequences for the planning. In principle, truly unforeseen external risks will be borne by Client. However, these risks may be of such an unforeseen nature because of which Client can reasonably no longer be bound by its contractual obligations. Tenderer is always expected to prevent and/or minimize the impact on costs and time.

Q3 – Value Added document

Tenderer must identify the opportunities for the Assignment. In other words, it's about extras that by definition add something to the Assignment objectives. Tenderer must briefly describe how the opportunity adds value to the Assignment, substantiated with verifiable execution information, including a specified price quotation (e.g. calculation). Tenderer must also prioritize the identified opportunities. The result of this must be incorporated in the Value-Added document. The pricing of the opportunities is not part of the subscription price. The opportunities must be in relation to the project objectives for the Assignment. For opportunities for which research must be carried out, Tenderer must process the research costs in the financial calculation of its offer for the Value Add document. An empty Added Value document or a document filled with (in our opinion) irrelevant opportunities lead to a "4-score" (0 points) on this criterion.

Please note that the project objectives must be achieved without taking advantage of the opportunities! An opportunity required to realize the project goals is not a chance. If this appears to be the case, Client will reject the Tender as invalid.

Client has the right during the Clarification phase to use a given opportunity and request Tenderer to include this in the plan of action (to be drawn up by Tenderer). In addition, Client reserves the right to decide on a given opportunity after the award decision. If Client decides to use an opportunity, the financial value as stated in the financial statement applies.

Q4 – Interviews

Tenderer must state the names and functions of the Key personnel (two persons) that are to be interviewed. Key personnel must be persons who will perform an important role in the preparation and/or daily execution of the Assignment. Client wishes to interview:

1. The employee that manages the contract on behalf of the Contractor;
2. The employee that is responsible for the daily management of the accountancy services and for the final result of the Assignment.

The interviews are scheduled to take place on April 25th and/or 26th 2018 and will be held in Brussels (Belgium). The interviews are done by an interviewer who is not a member of the Evaluation Committee. During the interview the members of the Evaluation Committee will be present for the assessment. The entire interview will be recorded and stored on audio since the statements made during the interviews are part of the Tender and thus the Agreement.

We emphasize that the key personnel may only provide a further substantive explanation (clarification) on the qualitative part of the Tender, thereby substantiating the extent to which they can understand and manage the Assignment. It is not permitted, punishable by exclusion, to deviate from the submission of the interview in such a way that a change or addition in addition to the registration will be made in essence.

Client will invite up to five Tenderers for the Interviews. Only the five Tenderers with the highest total scores based on their points on criteria Q1, Q2, Q3 and P1 are eligible for this. In the event of an equal total score, the Tenderer that scores best on Q1 Performance and Capability Document will prevail. If that score is equal the best score on Q2 Risk Assessment Plan and eventually the score on P1 Total Costs, will prevail. In the event all the scores of the Tenderers are equal, Client will determine the Tenderer or Tenderers that will be invited for the Interviews by lottery.

6.2. Document requirements

Tenderer has to use the formats Client has provided, for each of the sub criterion: Appendix 5 – Q1 Performance & Capability Document, Appendix 6 – Q2 Risk Assessment Plan, Appendix 7 – Q3 Added Value Document, and Appendix 8 – Q4 Profile Keys Staff.

Tenderer can substantiate its statements with any experience it has gained from other assignments **but may not name** any clients or reference projects by name. All descriptions must be completely **anonymous**. Adding a reference in the description that implicitly or explicitly can lead or leads to knowledge to whom the Tenderer is, will lead to exclusion.

In order to receive Tenders that can be compared, the number of pages - on which the Tenderer can explain its offer – is reduced to 2 A4 per criterion, letter type *Arial 9* and line spacing *single* and within standard margins (2.5cm top/bottom/left/right). Tenderers must adhere to the maximum number of A4 as indicated per sub-criterion.

If more space is used, the multiple will not be included in the review. The extent of these documents is deliberately limited, because Client believes that the expert who understands the Assignment needs little text to capture the essence.

6.3. Pricing requirements

Tenderer must determine a price (below the maximum price of EUR 750.000,- and above EUR 550.000,-) which includes the solution for the set boundary conditions. The projective objectives must be achieved with this. Extras can be offered in the Added Value Document.

With regards to the submission of prices, the following principles apply:

- Tenderer must complete the Pricing Sheet (Appendix 9 – P1 Total Costs) and add this to its Tender.
- In addition to the Pricing Sheet Tenderer must add a financial statement of its offered price (max 1 A4).
- The price is a fixed fee per year and is formulated in euro, excluding VAT.
- In all cases the price is an all-in rate. Client expects no costs during the Assignment that are not explicitly stated in the Tender.
- In the event that Client will start or terminate a new legal entity, and/or the services will increase/decrease considerably during the execution, it reserves the right to include this expansion/decrease in the scope of the Assignment. If this expansion/decreasing exceeds a value of over 10% of the fixed fee, then the fixed price will be a subject of discussion.
- Client allows Tenderers to subscribe with prices of maximum EUR 750.000, - and a minimum of EUR 550.000, -. Subscriptions that exceed or undercut these thresholds will be turned down as an invalid registration. The costs of the services within the deliverable and the project scope and the additional costs to Added Value solutions may combined not exceed the maximum price of EUR 750.000, -.
- Price indexation following the Belgium “Gezondheidsindex” (Health Index) will be accepted starting January 1st 2021. This must be agreed upon in writing at least two months prior to the intended date of entry. If Tenderer doesn’t notify Client in writing of the fee changes, Client will assess the Agreement to be issued by Tenderer after the 1st of January that year similar to the prices/rates of the previous year. The increase of the fee can’t exceed 2% from the previous financial year and provided that fee reductions are also reviewed annually.
- Client will pay 90% of the annual price in 12 equal amounts during each year (Year N). The last 10% of the annual price will be paid after the annual EIT Horizon 2020 Cost Report, the VAT and Corporate Tax declarations and Annual Report (Statutory Financial

Statements) are filed and the external annual (EIT Horizon 2020 and Statutory) audits has been carried out (Year N +1). This will approximately lead to payment each June after the financial year ending.

6.4. Assessment method

The Evaluation Committee is formed out of four Client representatives. They will individually review the Tenders on the written part of the Quality Criteria. They will assess without having knowledge of the prices. The individual scores per Tender and per criterion will be subject of discussion between the Evaluation Committee members. They will (without knowledge of price or the entity of Tenderer) agree on a unanimous score per criterion per tender.

The Performance and Capability document will be scored using the following assessment table:

Score	Valuation	Score
10	The document shows that Tenderer contributes excellently to the realization of the deliverable and the achieving of the project objectives.	20
8	The document shows that Tenderer contributes well to the realization of the deliverable and to achieving the project objectives.	10
6	The document shows that Tenderer realizes the deliverables and achieves the project objectives.	0
Unsatisfactory	The document shows that Tenderer is not able or not able to contribute in a satisfactory way to the realization of the deliverables and to achieving the project objectives.	Invalid registration

The Risk Assessment document will be scored using the following assessment table:

Score	Valuation	Score
10	The document shows that Tenderer contributes excellently to minimalizing the client risks.	15
8	The document shows that Tenderer contributes well to minimalizing the client risks.	10
6	The document show that Tenderer contributes to minimize the client risks.	5

4	The document shows that Tenderer cannot sufficiently contribute to minimizing the risks of the client and/or that Tenderer mostly mentioned risks within its own sphere of influence.	2
2	The document shows that Tenderer doesn't contribute to minimalizing the risks of the client.	0

The Value-Added Document will be scored using the following assessment table:

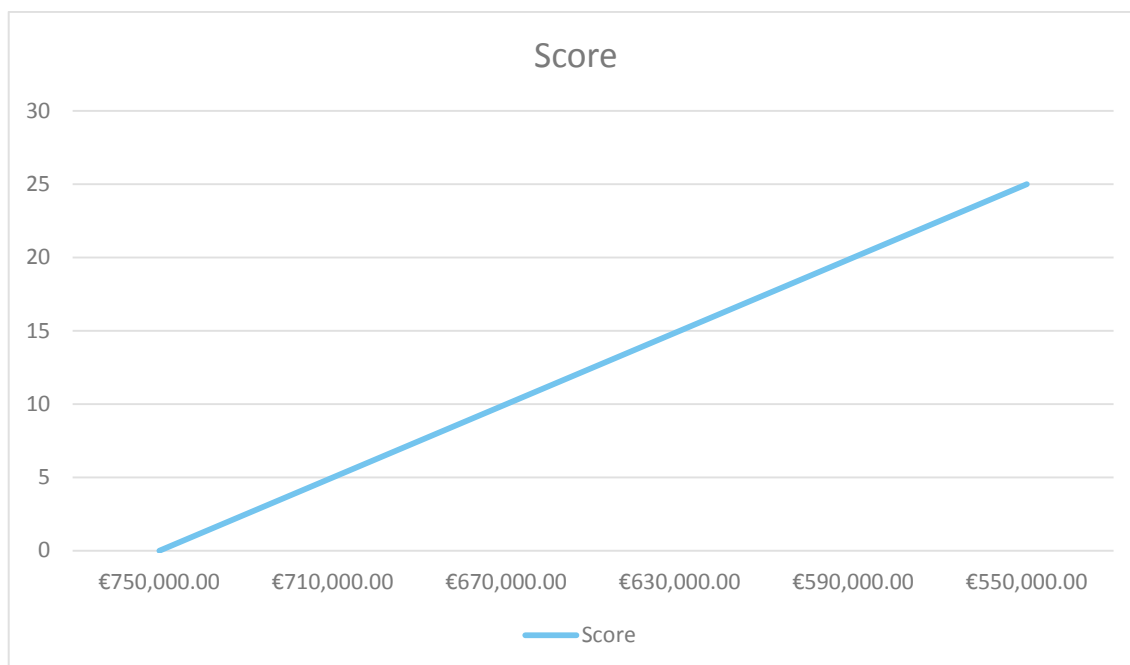
Score	Valuation	% of quality value
10	The document shows that Tenderer contributes very well to excellent in achieving the project objectives above the obligations according to the deliverable and project scope at proportionally (additional) costs.	10
8	The document shows that Tenderer contributes reasonably/sufficiently in achieving the project objectives above the obligations according to the deliverable and project scope at proportionally (additional) costs.	6
6	The document shows that Tenderer contributes slightly in achieving the project objectives above the obligations according to the deliverable and project scope at proportionally (additional) costs.	3
4	The document shows that Tenderer doesn't contribute in achieving the project objectives above the obligations according to the deliverable and project scope at proportionally (additional) costs.	0
Unsatisfactory	The document shows that the deliverable and /or the project scope will not be realized.	Invalid registration

The Interviews will be scored using the following assessment table:

Score	Valuation	% of quality value
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10	The qualification and experience of the key officer and its role in the organization make an excellent contribution to the project objectives.	15
8	The qualification and experience of the key officer and its role in the organization contribute well to the project objectives.	10
6	The qualification and experience of the key officer and its role in the organization contribute to the project objectives.	5
4	The qualification and experience of the key officer and its role in the organization make an insufficient contribution to the project objectives.	2
2	The qualification and experience of the key officer and its role in the organization doesn't contribute to the project objectives	0

The score on the criterion P1 Total Costs, will be scored using the following calculation:



In case of an equal total score, the Tender with the best score on Q1 Performance and Capability Document will be the winner. If that score is equal the best score on Q2 Risk Assessment Plan,

the score on Q4 Interviews and eventually the score on P1 Total Costs, will prevail. When the scores are the same on all criteria, then the winner is determined by lottery. Client will in case of a lottery invite all parties for a (video) conference on which the names of these Tenderers are put in a box. The winner is the Tenderer whose name is drawn first.

7. Appendixes

Appendix 1 – Company information

Appendix 2 – Information on subcontractors

Appendix 3 – Declaration of Honour

Appendix 4 – References

Appendix 5 – Q1 Performance and Capability Document

Appendix 6 – Q2 Risk Assessment Plan

Appendix 7 – Q3 Added Value Document

Appendix 8 – Q4 Profile Key Staff

Appendix 9 – P1 Total Costs

Appendix 10 – Questioning format

Appendix 11 – Draft Agreement

Appendix 12 – Draft Waiting room Agreement

Appendix 13 – Draft GDPR Processor Agreement