

Meemoo: digitization of glass plates

GIVE

Request for quotation (*Openbare Procedure voor diensten*)

Overview document v.1.0

English translation

Disclaimer

Transparency and knowledge sharing are core values for meemoo. That is why we share our main tender files from the domains of digitization and archiving. This way everyone can see how we work or get inspiration. We would like to include this warning and disclaimer:

This document has been drawn up in the context of a specific project, with a specific objective, timing and budget, which in turn are rooted in all kinds of circumstances, meemoo's vision on digitization and so on. During or after the execution of the project, this vision, circumstances or other context elements may change or have changed. Furthermore, this document may also contain errors. The person who copies these documents in whole or in part is and remains fully responsible for assessing the consequences for his interests. It is best to obtain sound legal advice, especially - but not exclusively - for copying the legal provisions.

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1. Deviating conditions

This Request for Quotation deviates from the Royal Decree of 14 January 2013 on the General Implementation Regulations (AUR) in the following aspects:

- Art. 146 AUR – The task is executed by placing several partial orders. See also chapter 6.2
- Art. 148 AUR – The quantity of carriers to be digitised; see also '2.2. GIVE, Coordinated Initiative for Flemish Heritage Digitization', '3 This tender' en '7.3. Payment.
- Art. 150 AUR – The acceptance of the digitised files at the delivery is only provisional. This acceptance will only become final if meemoo doesn't formulate any comments on the digitised files within six months after the provisional acceptance of the final delivered documents. See also chapter '6.2 Duration'. The acceptance of the partial orders does not qualify as a preliminary delivery of the contract.
- Art. 19 AUR – Specific rules concerning the intellectual property laws on the delivered files apply. The intellectual property rights on the digital files that would be created through the digitisation itself, are transferred at the moment of preliminary acceptance (see also art. 150 AUR) to the owner of the original carriers that have been digitised. Without derogating from the obligations concerning the temporary safety copy, the service provider has no right of use on the digitised files: see also '7.6. Intellectual Property rights'

This Request for Quotation changes and makes additions to the Royal Decree of 18 April 2017 on public procurement procedures in the classical sectors (KB Plaatsing) in the following aspects:

- Art. 7 § 1, 6° KB Plaatsing - No price revision clause is set. On the one hand this is due to the limited duration of the base task, on the other hand because of its specific characteristics. A relevant cost component is the acquisition cost of the working materials consisting of specific equipment. The volume and the duration of the agreement will be known at the moment of submission of the offers and thus the candidate will be capable of estimating the necessary materials and equipment, as well as the possible need to buy additional equipment. Making this estimation part of the contractor's risk. There is no certainty concerning possible extensions that might, due to budgetary restrictions, not be realised.

2. Introduction

2.1. Meemoo, Flemish Institute for Archives

Meemoo is a non-profit organization that, with the help of the Flemish Government, is committed to supporting the digital archive operations of culture, media and government organizations. Together with our partners, we bring the past to life and prepare it for the future. We safeguard their archive content digitally and make it accessible and usable. Meemoo's core tasks are:

- Digitization, digital preservation and management
- Making content accessible
- Gathering and sharing knowledge
- Giving advice about digital cultural heritage processes
- Setting up collaborative projects

Meemoo is a customer oriented service provider in the field of digitization, archiving and dissemination. Consequently, meemoo has years of experience in setting up large-scale digitization projects in which efficiency, economies of scale and quality are paramount. Until now, the focus has mainly been on audiovisual material (moving images and sound).

Meemoo's most important customers ('content partners') at this time are:

- The Flemish commercial, public and regional broadcasters.
- Flemish cultural heritage institutions: The institutions recognized and subsidized by the Cultural Heritage Decree
 - The institutions recognized by the Cultural Heritage Decree
 - City Archives of the Center Cities
- Heritage cells
- Flemish government administrations
- Arts organizations from the Flemish performing arts sector

However, extensions and modifications to this list are possible at any time.¹

2.2. GIVE, Coordinated Initiative for Flemish Heritage Digitization

The digitization of the Flemish glass plates which meemoo will carry out is part of the general GIVE Project. GIVE stands for [Gecoördineerd Initiatief voor Vlaamse Erfgoeddigitalisering](#) (Coordinated Initiative for Flemish Heritage Digitization), it concerns the concrete implementation of the resources provided within the recovery plan [Vlaamse Veerkracht](#) (Flemish Resilience) and is realized with the support of the [European Regional Development Fund](#).

In doing so, meemoo kept various objectives and preconditions in mind:

1. A broad and substantial impact: we involve partners from the broad cultural landscape and ensure that the results of the various processes benefit a broad group of organizations and users.
2. A coordinated approach and implementation: we opt for a limited number of aspects with central coordination to guarantee uniformity and quality. We, naturally, work together with relevant actors from the field and outsource services where possible and opportune.

¹ A current overview of meemoo's content partners can be found at <https://meemoo.be/nl/contentpartners>.

3. A one-time investment with a long-term impact on collection reuse: the recovery tools provide a one-time acceleration, but the results are aimed at long-term reuse. At the same time, we keep in mind that the current investments do not have too much of an impact on the operating resources in the long term.
4. Realistic and feasible within the stipulated period: we spread the preparation efforts over time and over different partners, we ensure that the scope remains manageable and that the estimated quantities are in line with the available budget.
5. An end-to-end vision: we should not consider the digitization of an item (the conversion of a physical carrier into a digital file) as a one-time, separate action, but as part of a larger chain. The digitization of collections starts with identification, selection, packaging, ... but also includes the long-term preservation, metadata and dissemination. Which is why we also foresee actions and solutions for these aspects.

Meemoo has chosen to focus specifically on four aspects within the GIVE project, including the **digitization of 170.000 glass plates** in this assignment.

3. This tender

This part of the GIVE project focuses on the digitization of vulnerable, endangered Flemish glass plates. In total, approximately **170.000 glass plates** will be digitized to a high standard: two third of these glass plates will be digitized ex situ, one third of the glass plates in situ (we refer to the 'background document' for more information on this method). For the digitization of these carriers, meemoo wishes to award one contract to one party.

3.1. Structure of the documents

This tender consists of ten documents.

1. The main documents (these documents were drawn up in Dutch, an English translation is provided for information purposes only):
 - a. The '**overview document**' (this document) contains general information about meemoo and this Request for Quotation. It describes the structure of documents and the timeline of the request for quotation. It instructs the candidates on how to submit a valid offer, it describes the selection criteria, the regularity verification process, and the award criteria based on which the award decision will be made. Finally, it contains the contractual provisions.
 - b. The '**background document**' describes meemoo's vision on digitization, the network of meemoo and its partners, and how this network operates. In addition, the business case is developed: how meemoo would like the project to proceed in general. For each step in the process there are:
 - i. a number of **minimum requirements**: the proposal on these, together with the contractual provisions, form the basis on which the regularity verification process will be checked.
 - ii. accompanying **clarifications**: the proposal on these forms the basis for the judgement regarding the award criterion '**quality of the general project approach**'.
2. The annexes:
 - a. Annex 1: The '**Price matrix**' holds, next to general and contact informatie, a tabel to fill out the proposed prices. This document has been drawn up in Dutch, an English translation is provided as an appendix for information purposes only.
 - b. Annex 2: The '**Nature and Condition of the Glass Plates Photo Bundle**' contains photos and explanations that should allow the tenderers to form a correct judgement about the diversity of the carriers, their condition, and the packaging situation. Furthermore, it provides more information about the spaces for the planned in situ digitization.
 - c. Annex 3: As an indication, an appendix describing the procedure of the **test and pilot phases** which meemoo wishes to employ (only drawn up in English).
 - d. Annex 4: A non-binding example of the XML-file '**METS XML after registration**' containing data as they will be provided by the registration database to the service provider.
 - e. Annex 5: A non-binding example of the XML-file '**METS XML after digitalization**' containing data as they will be provided by the service provider to meemoo.
 - f. Annex 6: **Processing agreement** as a contractual provision. This document has been drawn up in Dutch ("Verwerkersovereenkomst"). The General Data Protection Regulation (GDPR) is a European regulation that gives individuals more protection and imposes more obligations on organizations regarding the protection of natural

persons with regard to the processing of personal data and regarding the free movement of such data. The GDPR strengthens citizens' fundamental rights in the digital age and facilitates trade by clarifying the rules for businesses in the Digital Single Market.

- g. Annex 7: The requested **TIFF specifications** ((uncompressed Baseline TIFF 6.0) for the creation of the mezzanine files. This technical document was originally drawn up in English by the Adobe Developers Association and is not available in a Dutch version.
- h. Annex 8: The requested **DNG specifications** (RAW, Digital Negative) for the creation of the archive master files. This technical document was originally drawn up in English by the Adobe Developers Association and is not available in a Dutch version.

3.2. Timeline of this Request for Quotation

Indicatively, the planned timing of the award process is shown below:

Timing	Procedure
28.03.2022	Publication of the request for quotation
28.03 until 03.05.2022, 12.00 (CEST)	Waiting period for the submission of offers
11.04.2022, 12.00 (CEST)	Deadline for the submission of questions
20.04.2022, 15.00 (CEST)	After evaluation of the questions: digital explanation session during which the project is explained and the questions are answered (meetinglink via Zoom: https://us06web.zoom.us/j/85095534722)
03.05.2022, 12.00 (CEST)	Deadline for the submission of offers
03.05 until 24.05.2022	Evaluation of the offers and preparation of the award report
24.05.2022	Decision and award after approval by the Board of Directors of meemoo
09.06.2022	Actual awarding and communication to the candidates

For practical reasons, no inspection of the material to be digitized will be provided. In order to allow the tenderers to form an opinion about the condition of the material, Annex 2 the 'Nature and Condition of the Glass Plates Photo Bundle' has been appended to this request for quotation.

3.3. Questions about the specifications and clarification

Questions about this specification **may only be sent by e-mail** to Brecht Declercq, Manager Digitization & Acquisition at meemoo, via the e-mail address brecht.declercq@meemoo.be. Telephone questions will not be answered under any circumstances.

The contracting authority reserves the right not to answer certain questions, for example if they are irrelevant.

The questions and answers will be published via the e-Notificationplatform (enot.publicprocurement.be) of the Belgian government. Insofar as they have been received in time, they will also be explained during the online explanatory session **(20.04.2022, 15.00 CEST)**.

3.4. Instructions for interested candidates

Modalities for the submission of an offer:

- The offer and all related documents must be submitted before **03.05.2022, 12.00 (CEST)**.
- The candidacy and all related documents must be submitted via the e-Tenderingplatform of the Belgian government and guarantees the compliance to the conditions of artikel 14, §7 of the Public Procurement Act. Offers received in any other way (paper, CD-ROM, USB stick...), will be rejected. Meemoo strongly encourages candidates to test the e-Tendering platform in advance to avoid any last-minute issues. It is allowed to upload a blank test document. Foreign candidates must have a token or a properly authorized Belgian submitter.
- The e-procurement platform can be found here:
 - <https://eten.publicprocurement.be/etendering/home.do>
- More information can be obtained via
 - <http://www.bestuurszaken.be/e-procurement-voor-bedrijven>, or
 - <http://www.publicprocurement.be>
- The FAQs about working with e-Tendering and the other manuals can be found at: <http://www.publicprocurement.be/portal/page/portal/pubproc/beep%20algemeen/eprocurement/faq>.
- The offer and all related documents must be drawn up in Dutch or English. Candidates based in a municipality of the Flemish Community without language facilities are obliged to use Dutch, referring to the decree of 30 June 1981, otherwise the offer is invalid. It is permitted to include technical appendices and/or brochures in English, if this is the only language in which they are available.
- The offer must contain all other legal documents and documents required by the specifications.

An offer must, in any case, include the following documents:

1. Regarding your organisation:
 - An executive summary (max. 2 pages) in which the offer and its benefits are explained. This document is purely indicative.
 - The identity details of the tenderer (and of the possible subcontractors).
 - Proof of the representative authority of the signatory of the offer.
 - In case of a consortium: the information requested above for all members.
2. A file that formulates an answer to the minimum requirements (ME) and clarifications (VD) as stated in the 'background document'. This file must be submitted **as a PDF file, the text of which is machine searchable**. The candidates are strongly encouraged to:
 - answer the minimum requirements clearly and concisely.
 - answer the clarifications in as much detail as possible.

- clearly structure all answers and **clearly state the number of the minimum requirement or the clarification** to which the answer is given for each answer.
- 3. Two signed copies of the 'Price Matrix' (once in letters and once in numbers) in which all the required fields have been completed, including the contact details of the person within your company who is responsible for this assignment and how long the quotation is valid for.
- 4. Evidence that the applicant is not in a state of exclusion. Details about the documents to demonstrate this can be found in the applicable legislation with the main elements copied under the chapter 'Legal Framework' (4. Legal Framework).
- 5. Evidence of the tenderer's financial and economic standing.

For reasons of comparability, all applicants are requested to adhere to this list as closely as possible. Meemoo reserves the right to refuse any offer which does not meet these directives. Any additional information the applicant may wish to communicate may be sent to meemoo as appendices to the tender.

All documents which are part of the tenders must be brought together in a **zip file (.zip)** before being uploaded to the e-Tendering platform.

4. Legal Framework

The main laws and regulations applicable to this Request for Quotation and the subsequent assignment are listed below :

- Law of 17 June 2016 on Public Procurement (hereinafter referred to as "Public Procurement Act");
- Royal Decree of 18 April 2017 on public procurement procedures in the classical sectors;
- Royal Decree of 14 January 2013 specifying the general rules for public contracts;
- Law of 17 June 2013 on justification, information and legal remedies with regard to public procurement, certain contracts for works, supplies and services, and concessions.

4.1. Exclusion criteria (Art. 67-70 Wet, Art. 61-64 & 73 KB Plaatsing)

The tenderer may not find himself in one of the situations referred to in Articles 67 to 69 of the Public Procurement Act. This includes the mandatory grounds for exclusion, the grounds for exclusion related to tax and social debts, and the optional grounds for exclusion.

Where a mandatory or optional ground for exclusion applies to the tenderer, the tenderer may prove that the corrective actions they have taken are sufficient to demonstrate their reliability despite the applicable ground for exclusion. If the contracting authority deems this proof to be sufficient, the tenderer concerned will not be excluded from the award procedure.

This provision applies individually to the participants submitting a tender together as a group, as well as to entities on whose capacity the tenderer relies for the purpose of fulfilling the selection criteria.

Below, the provisions of Articles 61 to 64 of the Placement Royal Decree regarding the grounds for exclusion for an assignment are summarized briefly. The tenderer must check the relevant provisions in the aforementioned Royal Decree with regard to drawing up his offer.

4.1.1. Mandatory exclusion of the right of access

According to Article 69 of the Public Procurement Act and 61, §1 of the Placement Royal Decree candidates are excluded from access to every stage of the award procedure if the contracting authority is aware they have been convicted in a final court judgement for:

1. involvement in a criminal organization as defined in Article 324bis of the Criminal Code or in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime;
2. bribery as defined in Articles 246 and 250 of the Criminal Code or in Article 3 of the Convention against Corruption involving officials of the European Communities or of the Member States of the European Union or in Article 2.1 of Framework Decision 2003/568/JHA of the Council of 22 July 2003 on combating corruption in the private sector;
3. fraud as defined in Article 1 of the Convention on the protection of the European Communities' financial interests, approved by the law of 17 February 2002;
4. terrorist offenses or offenses related to terrorist activities as defined in Article 137 of the Criminal Code or in the sense of Articles 1 or 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism or instigation of, complicity to or attempt to commit such a crime or offense as referred to in Article 4 of the said Framework Decision;
5. money laundering or terrorist financing as defined in Article 5 of the Act of 11 January 1993 on the prevention of the use of the financial system for money laundering and terrorist financing or within the meaning of Article 1 of Directive 2005/60 /EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for money laundering and terrorist financing;
6. child labour and other forms of trafficking in human beings as defined in Article 433quinquies of the Criminal Code or within the meaning of Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting victims thereof, and to replace Council Framework Decision 2002/629/JHA;
7. employment of third-country nationals residing illegally in the country within the meaning of Article 35/7 of the Law of 12 April 1965 on the protection of the wages of workers or within the meaning of the Law of 30 April 1999 on the employment of strange workers.

4.1.2. Optional exclusion of the right of access

In accordance with Article 61 of the Public Procurement Act, candidates are excluded from access to every stage of the award procedure if:

1. the contracting authority demonstrates by any appropriate means that the candidate or tenderer has breached the applicable environmental, social and labour law obligations referred to in Article 7;
2. the candidate or tenderer is in a state of bankruptcy or liquidation, has ceased its activities, is undergoing a judicial reorganization, or has declared bankruptcy, is subject to liquidation or judicial reorganization proceedings, or finds himself in any analogous situation arising from a similar procedure mentioned in other national regulations;
3. the contracting authority can demonstrate, by any appropriate means, that the candidate or tenderer has committed a serious error in the exercise of his profession, which may cast doubt on his integrity;
4. the contracting authority has sufficient plausible indications to conclude that the candidate or tenderer has allegedly committed acts, entered into agreements or arrangements aimed at distorting competition within the meaning of Article 5(2);
5. a conflict of interest within the meaning of Article 6 cannot be effectively resolved by other less intrusive measures;
6. due to the candidate's or tenderer's previous involvement in the preparation of the tendering procedure, a distortion of competition as referred to in Article 52 has occurred which cannot be remedied by less intrusive measures;

7. the candidate or tenderer has shown significant or persistent failure to perform a material requirement during a previous public contract, contract with a procurer or concession agreement and this has resulted in the imposition of ex officio measures, damages or other comparable sanctions;
8. the candidate or tenderer is guilty of serious misrepresentation in providing the information necessary for checking the absence of grounds for exclusion or compliance with the selection criteria, or has withheld information, or was unable to submit the supporting documents required under Article 73 or Article 74; or
9. the candidate or tenderer has attempted to improperly influence the contracting authority's decision-making process, to obtain confidential information that could provide it with undue advantages in the tendering process, or to provide culpably misleading information that could significantly influence exclusion decisions, selection and award.

4.1.3. Evidence of the criteria above

In submitting a tender, tenderers declare that no exclusion criteria apply to them where this concerns exclusion criteria that have been proven based on documents which the contracting authority may request electronically. This particularly concerns the RSZ certificate, the certificate of tax debt, and the certificate of non-bankruptcy.

The tenderer must, however, prove any possible corrective actions by appending written documents to the tender.

Moreover, the tenderer must include the following documents:

- the Belgian tenderer: a certificate from the criminal records office according to the special model 596.1 – 32: public procurements which is max. 6 months old at the deadline for the submission of tenders;
- the Belgian tenderer who employs staff who are subject to the social security legislation of an other member state of the European Union: a recent certificate issued by the relevant foreign government which confirms the compliance with their obligations regarding the payment of social security contributions in accordance with the legal provisions of the country in which they reside;
- the foreign tenderer: a certificate from the criminal records office which is max. 6 months old or is conform to the legislation of the country of origin at the deadline for the submission of tenders, certificates regarding tax and social debt, and a certificate of non-bankruptcy.

When a document or certificate was not issued in the country concerned or was not sufficient proof for all exclusion criteria, a declaration on oath may be included as a replacement, or in countries where this is not possible, a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body in the country of origin or in the country where the employer is established.

4.1.4. Non-Discrimination

The contracting authority has the option, at any stage of the award procedure, to exclude the tenderer if it demonstrates by any appropriate means that the candidate or tenderer violated the applicable obligations defined in Article 7 of the Public Procurement Act on environmental, social and labour law. Social and labour law includes the legislation specified under I.5, b).

4.2. Financial and economic capacity criteria

The financial and economic capacity of the applicant must be proven by one of the following references:

1. Annual accounts, or filed annual accounts if the legislation of the country of the applicant requires filing;
2. A statement of overall turnover and, where appropriate, of turnover in the business area relevant to the contract, up to a maximum of the last available three financial years, depending on the establishment date or the date on which the bidder began its activity, to the extent that the relevant turnover figures are available.

If the candidate, for reasons which must be justified, is unable to provide the references requested, economic and financial standing may be proven by any other document with a similar probative value.

5. Selection criteria

Based on the selection criteria below, it is decided whether or not a tender will be retained from being assessed in the regularity check and then possibly given a score based on the award criteria. Tenderers who do not meet the selection criteria will not be assessed in the regularity check and will not receive a score based on the award criteria.

With regard to compliance with the selection criteria, the contracting authority can use all means to verify the information provided and, if necessary, request additional documents.

The selection criteria are:

1. The exclusion grounds as stated above.
2. The criterion of financial and economic standing as mentioned above.
3. References: the tenderer must provide information in the 'Price matrix' about:
 - a. At least 2 finished digitization projects, from the last 10 years, of at least 5.000 glass plates in total.
 - b. At least 1 finished digitization project from the last 5 years where, in total, at least 10.000 photo-carriers were digitized. This may also refer to other photo types, such as slide film, negatives, prints.

It is allowed to refer to the same projects within these references, if this meets multiple of the required references.

The candidate must provide the following information about these references:

- Project name;
- Name and e-mail address of the project leader at the contracting organization;
- Name and e-mail address of the project leader at the tenderer;
- Nature and numbers of the digitized collections;
- Project start and (anticipated) end date.

6. Invoking capacity (Art. 78 Wet, Art/73 KB Plaatsing)

The tenderer may rely on the capacity of subcontractors or other entities, whatever the legal nature of its relationship with those entities, with a view to meeting the selection criteria set out in chapter 5. (except for criteria relating to suitability to carry out the professional activity).

Note: the normal use of subcontractors, without the tenderer calling on financial resources to meet the selection criteria, is still a possibility during the execution of the contract.

In the event of a claim on financial capacity, the following rules apply:

- The tenderer shall attach the necessary documents to its tender, showing the commitment of these subcontractors or other entities to make the resources necessary for the contract available to the tenderer.
- No grounds for exclusion as referred to in clause 4.1. may apply to these subcontractors or entities whose capacity is called upon, without prejudice to the possibility of applying corrective measures.

- If the service provider calls on financial capacity in the context of study and professional qualifications or relevant professional experience, he is obliged to actually call on the subcontractors on whose capacity he calls on for the execution of the contract.

The use of other subcontractors is subject to the prior consent of the client.

7. Evaluation of the offers

7.1. Regularity verification process

Offers that did not meet the selection criteria will not be subjected to the regularity check.

The regularity check is used to examine whether the offer meets the minimum requirements of the 'Background document'.

All minimum requirements must be met. In case of discrepancies, extensive reasoning must be provided for why this happens. Meemoo reserves the right to declare a quotation irregular if not all minimum requirements are met and the provided explanation does not comply. We refer tenderers to article 76 of the Public Procurement Act.

Additionally, the offer's compliance with the contractual provisions will be checked.

7.2. Award criteria

The award criteria below are only applied to tenders that meet the selection criteria and the regularity check. In addition, the offers must sufficiently meet the conditions and objectives of the contract documents. Offers that contain substantial deviations or that jeopardize the comparability of the tenders will be rejected on principle.

Meemoo reserves the right not to assign the contract.

For the entire contract, the offers will be assessed on the basis of the award criteria below and in accordance with the assigned weighting percentages. The assessment will be done by an evaluation commission of experts composed by meemoo.

The contracting authority may, if necessary, request explanations from the tenderers in the context of the assessment of the tenders, without this being allowed to give rise to changes to the tender.

To clarify the criteria, it is explained which assessment elements will, among other things, be taken into account in the context of an overall assessment, without necessarily being exhaustive.

7.2.1. Clarity of the offer (5% of the total score)

This criterion will be assessed on the basis of:

- Readability and overall clarity: the structure of the candidacy or proposal, the presence of a table of contents, information about which minimum requirement (MExx) or clarification (VDxx) a certain part of a response refers to, and a correctly completed Price Matrix.

- Digital searchability: the entire text of the documents submitted must be machine-readable, with the exception of the supporting documents supplied by external parties. All submitted documents must be collected in a zip file (.zip) before they are sent to meemoo.
- Absence of irrelevant and unnecessary information.

If all of the above 3 aspects are properly respected, the candidate will receive the maximum points on this criterion. For each of the above aspects which is not properly respected, the candidate will lose 1.5 points.

7.2.2. Beneficial pricing (45% of the total score)

This criterion is tested on the basis of a 'cost per glass plate', including the full offer as answered to the minimum requirements and clarifications as stated in the 'Background document'. This 'cost per glass plate' is converted into a score using the following formula:

$$Pt = Pt.max \times (Pr.min / Pr.proposal)$$

where:

- **Pt** = points awarded for the criterion
- **Pt.max** = maximum weighing of the criterion (45 points out of 100)
- **Pr.min** = lowest price of the proposals found to be in accordance with the regularity requirements
- **Pr.offerte** = proposal price

The unit prices and global prices of the contract include all charges taxing the contract, with the exception of value added tax. The value added tax is shown in a separate item of the Price Matrix to be added to the price of the quotation. If the tenderer fails to fill in this item, the price offered will be increased by this tax by the contracting authority.

The tenderer must provide all information to enable meemoo to examine the offered prices. After a price investigation within the meaning of Articles 33 to 37 of the Public Procurement Act, meemoo will be able to exclude offers with speculative or abnormal prices as irregular.

7.2.3. Quality of the offer (50% of the total score)

This criterion will be assessed on the basis of the following characteristics:

- The quality of the candidacy or proposal formulated in response to the clarifications (VDxx).
- The extent to which the candidate makes suggestions for improving the process and/or the specifications.

These elements will not be reviewed separately, but as part of the general assessment.

For the evaluation of this qualitative award criterion, scoring parameters with an associated weighting percentage will be used, as set out below:

- **0% of the maximum for the criterion:** Exceptionally low-quality Proposal. The Proposal answers none of the questions with a minimum amount of quality.
- **10% of the maximum for the criterion:** Very low-quality Proposal. The Proposal answers almost none of the questions with a minimum amount of quality.

- **30% of the maximum for the criterion:** Low quality Proposal. The Proposal answers some questions with a minimum amount of quality, but for most it doesn't.
- **50% of the maximum for the criterion:** Average quality Proposal. The Proposal answers most questions with a minimum amount of quality.
- **60% of the maximum for the criterion:** Good-quality Proposal. Most questions get an answer with a minimum amount of quality. Some questions get an answer with more than the minimum quality.
- **70% of the maximum for the criterion:** Very good quality Proposal. The answers obtain a minimal amount of quality for all questions and some questions get an answer with more than the minimum quality.
- **80% of the maximum for the criterion:** High quality Proposal. The answers obtain a minimal amount of quality for all questions and in many cases the questions get an answer with more than the minimum quality.
- **90% of the maximum for the criterion:** Very high-quality Proposal. The answers obtain a minimal amount of quality for all questions and in many cases the questions get an answer with more than the minimum quality. The offer has an added value on some aspects.
- **100% of the maximum for the criterion:** Exceptionally high-quality Proposal. The answers obtain a minimal amount of quality for all questions and in many cases the questions get an answer with more than the minimum quality. The offer has an added value on many aspects.

8. Contractual clauses

This section governs the procedure relating to the performance of the contract. To the extent that it is not deviated from, the Royal Decree of 14 January 2013 laying down the general rules of public procurement and concessions of public works and any subsequent changes is applicable to every assignment, with the exception of the provisions relating to the surety bond and those relating to ex officio action. These are applicable to the entire contract.

8.1. Lead and supervision

The implementation of the services will be supervised by Brecht Declercq, Digitization & Acquisition Manager at meemoo:

- Email: brecht.declercq@meemoo.be
- Phone: +32 9 298 05 01
- Mobile: +32 474 25 04 67

Delivery will be overseen by Nico Verplancke, director of meemoo:

- Email: nico.verplancke@meemoo.be
- Phone: +32 9 298 05 01

8.2. Execution period

The execution period runs from the awarding of the assignment until 31.12.2023. This means that the glass plates must all be digitized and the files must be delivered by **30.09.2023** at the latest.

8.3. Payment

Payments are made per order, and must take place within 30 calendar days after the approval of the claim. All invoices must be sent to:

meemoo vzw
Ham 175
9000 Gent
BELGIUM

The order number must clearly be stated on invoices. Invoices must clearly state the performance and/or supplies for which payment is requested.

The mention of the total size of the collections, will in no way imply a purchase obligation for meemoo.

8.4. Suretyship

With regard to the suretyship, the Royal Decree of 14 January 2013 determining the general rules for the implementation of public contracts and public works concessions does not apply to each order individually, but to the contract as a whole.

The following surety is requested: 5% of the original estimation of the cost of the total assignment (excl. VAT), rounded to the higher decimal.

The surety will be released in full after the completion of the entire contract (unless there are reasons to arrange the release of the bail in part). When the contract is extended, the suretyship is also extended by the same period. The suretyship must be provided within 30 calendar days following the day of the conclusion of the contract by registered letter. The proof of suretyship must be sent to the address of the contracting authority. The service provider sends the surety release request to meemoo.

8.5. Ex officio measures

In the event of a serious breach by the contractor, meemoo is entitled to take ex officio measures in accordance with the procedures stipulated in Article 47 of the Royal Decree of 14 January 2013 laying down the general rules on public contracts and concessions for public works.

If the contract is terminated pursuant to what is determined in this article, the contractor undertakes to take all the necessary steps to ensure that all materials, data, documents and the like related to or resulting from the implementation of the framework contract and the assignments are immediately delivered to meemoo. In such a case, meemoo acquires all the relevant rights.

8.6. Intellectual property rights

Since the contractor, with regard to the material itself, merely applies a technical process (digitization) and does not create any intellectual work, no copyrights originate on the footage on the part of the contractor, and this is recognized by the contractor.

The copyright on the work that is digitized by the contractor (regardless of the format and its medium) always remains with the original owner. Except for the fulfilment of its obligations regarding the temporary backup copy, the Contractor has no rights on the usage of the digitized works, regardless of the format and the medium.

As deviation from Article 19, §1, 1e AUR, from the moment of its creation, all intellectual and industrial property rights, including copyright, and any other rights on the works that are created by or on behalf of the contractor in the performance of the contract (such as reports), will be transferred to meemoo automatically, irrevocably, unconditionally, worldwide, in all their current and future extent and for the duration of the copyright protection of the work under Belgian law. These transferred rights include, but are not limited to, the right to reproduce the work worldwide permanently or temporarily, as a whole or in part, in any manner and in any form, to inform the public, translate, adapt or otherwise modify, and distribute in any way. The contracting authority may provide the works or make them available to any third party.

The contractor withdraws from the execution of his moral rights in such works worldwide, irrevocably, unconditionally and for the duration of its protection under Belgian law.

The Contractor only has a right of usage on these works in the context of the implementation of its obligations regarding the temporary back-up, for the implementation of inspections of the assignment, and its possible defence against any identified deficiencies by meemoo.

The stipulated compensation for the execution of the contract includes the payment for the aforementioned transfer and implementation of the rights. No additional compensation will be due for the aforementioned transfer and waiver of the implementation of the rights.

The aforementioned transfer and the waiver of execution of the rights shall survive any termination of the assignment, regardless of its cause, and by whom, and how it ends.

The contractor warrants that (1) the aforementioned works do not constitute infringements of the rights of any third party, (2) its managers, employees and contractors involved in the creation of these works, have signed the necessary written agreements in a way that the contractor is the full holder of the transferred rights, and can exercise and transfer these rights to meemoo, and (3) its managers, employees and subcontractors have waived, in writing, the exercise of their moral rights in the said works.

8.7. Liability

The contractor holds the risks of damaging, loss or destruction of the carriers with the digitised files until the moment of delivery at meemoo's storage infrastructure.