



IDH Sustainable Trade Initiative  
P.O. Box 1241, 3500 BE Utrecht

Tender: Development, servicing, maintenance, and marketing in relation to the SourceUp.org online platform

On behalf of Stichting IDH Sustainable Trade Initiative

Open public procurement procedure

#### Tender Guidelines

|                     |                          |
|---------------------|--------------------------|
| Place               | Utrecht, the Netherlands |
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## 1. Introduction

Based on these Tender Guidelines, Stichting IDH Sustainable Trade Initiative (hereinafter: IDH) aims to select a digital service provider that can further develop features, provide service and maintenance, as well as marketing support in relation to the SourceUp.org online platform.

This tender procedure is subject to Dutch Procurement Law 2012 and more specifically to the provision regarding the open tender procedure (article 2.26 Aw). This tender procedure consists of one single phase after which the Contract will be awarded.

These Tender Guidelines cover the entire tender procedure. Chapter 4 of these Tender Guidelines provide more in-depth information about the tender procedure conditions and timeline.

If there are any questions regarding these Tender Guidelines, they can be submitted in accordance with Paragraph 4.4 of these Tender Guidelines.

IDH reserves the right to update, change, extend, postpone, withdraw, or suspend the Tender Guidelines, the time schedule, or any decision regarding the selection or contract award. Additionally, IDH reserves the right to make any decision subject to conditions which may follow from, amongst others: a complaint of a third party, a ruling by the 'Autoriteit Consument en Markt', an advice from the 'Commissie van Aanbestedingsexperts', a notice or decision by the European Commission, a court judgement, or an instruction by the European Investment Bank (EIB). Also, the decision(s) can be a consequence of any other matter which may influence the feasibility of the project in a negative matter, financially or otherwise.

IDH reserves the right to suspend or annul the tender procedure at any moment in time. (Potential) Applicants cannot claim compensation from IDH, any affiliated persons or entities, in any way, in case any of the afore-mentioned situations occur.

IDH welcomes consortia to apply in the Tender.

By submitting a Proposal, the Applicant accepts all terms and reservations made in these Tender Guidelines, and subsequent information and documentation in this tender procedure.

## 2. Definitions

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement                | The agreement to be signed upon awarding of the Contract, also referred to as Framework Agreement, core elements of which are described in Chapter 3.6 of these Tender Guidelines                                                                                                                                                                                                                                         |
| Applicant                | Any person or company that has requested to participate in this tender procedure by submitting questions and/or Proposal in response to and in accordance with these Tender Guidelines                                                                                                                                                                                                                                    |
| Assignment               | The assignment as described in Chapter 3 of these Tender Guidelines                                                                                                                                                                                                                                                                                                                                                       |
| Consortium               | When two or more businesses combine their capabilities for the tender and completing the Contract                                                                                                                                                                                                                                                                                                                         |
| Contract                 | The object of this tender procedure, as described in Chapter 3.4 of these Tender Guidelines.                                                                                                                                                                                                                                                                                                                              |
| Consultant               | The Applicant who has been awarded the Contract by IDH, based on the Economically most advantageous offer                                                                                                                                                                                                                                                                                                                 |
| Evaluation Criteria      | The criteria for the purpose of selection, as stipulated in Chapter 6.3 of these Tender Guidelines                                                                                                                                                                                                                                                                                                                        |
| Grounds for Exclusion    | As described in Chapter 5.2 of these Tender Guidelines                                                                                                                                                                                                                                                                                                                                                                    |
| IDH                      | Stichting IDH Sustainable Trade Initiative, the contracting authority                                                                                                                                                                                                                                                                                                                                                     |
| Information Notice       | This refers to the responses by IDH to the questions asked in accordance with Paragraph 4.4.                                                                                                                                                                                                                                                                                                                              |
| Proposal                 | An offer submitted by the Applicant to IDH in response to these Tender Guidelines                                                                                                                                                                                                                                                                                                                                         |
| Product Owner            | An IDH-employed or contracted member of the development team responsible for defining and deciding on roadmap priorities within the development team based on IDH's strategic platform roadmap, management of backlog epics and functional user stories including their priority setting within the backlog and functional testing and formal acceptance on behalf of IDH of any delivered functionality on the platform. |
| Suitability Requirements | The minimal requirements as listed in Chapter 5.3 of these Tender Guidelines                                                                                                                                                                                                                                                                                                                                              |
| Tender Guidelines        | Guidelines with information to the object of the tender regarding the tender and award procedure.                                                                                                                                                                                                                                                                                                                         |
| Tender documents         | The set of documents that will be handed in by the Applicant in the Tender Phase                                                                                                                                                                                                                                                                                                                                          |
| UEA-Form                 | 'Uniform Europees Aanbestedings'-form - this is the European standard form that is used in the Netherlands for tender procedures. The UEA is an own statement from the Applicant about the financial condition, ability and suitability of a company for the tender procedure.                                                                                                                                            |

### 3. Assignment information

#### 3.1. Background

**IDH Sustainable Trade Initiative** (“IDH”) is a foundation that accelerates and up-scales sustainable trade by building impact-oriented coalitions of front running companies, civil society, governments, knowledge institutions and other stakeholders in several commodity sectors. IDH convenes the interests, strengths, and knowledge of public and private partners in sustainability commodity programs that aim to mainstream international and domestic commodity markets. We jointly formulate strategic intervention plans with public and private partners, and we co-invest with partners in activities that generate public goods.

**SourceUp** is an online platform created by IDH, that offers a new way for companies to engage in supply chain sustainability, by supporting stakeholder coalitions in sourcing areas committed to improving sustainability (the so-called “Compacts”). Through the Compact, public and private stakeholders such as local governments and producers of agricultural commodities, agree on priority sustainability topics targets and a strategy to reach these targets. SourceUp thereby looks at sustainability at the level of an entire landscape, and not an individual farm. It also seeks to make best use of the strengths of each of the partners involved, making sustainability a joint responsibility between public and private sector. Companies buying commodities from these areas, can support Compacts and use SourceUp to verify progress as use the data on SourceUp to show that they deliver on their company sustainability commitments.

SourceUp is being developed by a group of companies, NGOs and government representatives, under the leadership of IDH (see <https://sourceup.org/partners>). In Fall 2020, a beta version of the [SourceUp online platform](#) was launched, which functions as a multi-sided platform. In its current form, the SourceUp platform contains profiles for Compacts and buyers of commodities. The SourceUp team ensures that credible information on sustainability progress and action is shared, by developing requirements for Compacts. More background information on SourceUp in general can be found at [www.sourceup.org](http://www.sourceup.org) and <https://www.idhsustainabletrade.com/approach/sourceup/>.

The SourceUp platform has been built by a digital service provider contracted by IDH. The SourceUp platform now moves on to its next development phase with main focus on enabling reporting progress data and interaction between Compacts and commodity buyers on SourceUp. The SourceUp platform has been populated with a set of Compacts, and more will be added soon. There is also a roadmap available for further platform development, which is subject to business needs.

The SourceUp platform environment consists of three separate instances:

- DEV (development) environment, used for all development activities and development-related testing;
- ACC (acceptance) environment, used for functional testing and acceptance. This environment closely resembles the Production environment;
- PROD (production) environment, on which the live production instance of the platform runs.

Currently, a Minimal Viable Product of the platform is live on the PROD environment. Some features are fully completed and accessible by the platform users while other features are partially developed. A backlog with all features and functionalities is managed and maintained by a dedicated Product Owner, who is part of the IDH team. This backlog is to serve as a basis for any future development efforts.

The SourceUp platform is based on the technology stack that can be found in Annex 3.

### 3.2. The Assignment

With this Tender procedure, IDH aims to select a partner (hereinafter: the “Consultant”) that can help to ensure that Compacts and commodity buyers are featured on the SourceUp platform, can use the platform with ease, connect with one another, report and display data, and ultimately reach sustainability ambitions. In practice, this is expected to be provided by the Consultant through: carrying out maintenance and servicing of the SourceUp platform; designing and building new features and improvements; providing customer support and contact for the IDH SourceUp team; and conducting SEO and digital marketing.

The Consultant is expected to carry out this work in close collaboration with the IDH SourceUp team based in Utrecht, the Netherlands. This may include joint working sessions either at the IDH office in Utrecht or another location in the Netherlands, if preferable by both parties.

*Important: If applicable, the Consultant is expected to include the estimate of the commuting expenses in their budget (see Chapter 5.7.1 point b) on Budget and Tender Form).*

IDH will delegate a Product Owner for this Assignment. All other team members for the delivery of services are to be provided by the Consultant.

IDH has an internal capacity on communications and legal matters. The IDH communications and legal teams are not a part of the IDH SourceUp team but may be involved for consultation when required, which consultation will be organized by the Product Owner.

IDH has limited internal IT-related capacity and will depend on the Consultant for other roles in the development process. Regarding the day-to-day maintenance and support of the SourceUp platform, the responsibilities of the Consultant will include, among other responsibilities, performance monitoring, security management, incident management, patch management and applying update management for relevant (software) components.

IDH has a limited number of internal policies and strategies relevant to the Assignment, which include a data strategy (under development), communication policy, safeguards and privacy policies. These policies and strategies will be made available to the Consultant at the contract signing stage.

### 3.3. Objectives

The objectives of this Assignment include:

1. Platform development - design and build, primarily:
  - a. Completion of currently partially developed functionality and user journeys on the platform;
  - b. Designing and building new functionalities and user journeys;
  - c. Developing integrations with data partners through APIs
2. Maintaining and servicing the SourceUp platform;
3. Customer key-user support and contact;
4. SEO and digital marketing (*optional*)\*

*\*Important: It is not mandatory for the Applicant to address Objective 4 in its Proposal. This optional component will be evaluated separately (see Chapter 6 on evaluation criteria).*

The Assignment is envisioned to start in June 2021 and end in June 2023. The intent of IDH engaging the Consultant for this Assignment is to establish a longer-term collaboration beyond an initial 2-year contract duration. After evaluation of the collaboration and the outcomes of the Assignment, IDH may offer to the Consultant a contract extension (see Chapter 3.5).

### 3.4. General requirements per objective

This section outlines the general requirements per objective. For detailed descriptions of the requirements, please refer to Annex 1.

#### 3.4.1. Objective 1 (mandatory): Platform development: Design and build new features and improvements

These activities relate to the development of new features and improvements on the SourceUp platform. In short, the requirements for performing those services relate to:

- Methods, experience, common practices, and procedures regarding development activities;
- Resourcing requirements on development teams;
- Experience regarding the development of certain key features;
- Common practices on platform and infrastructure architecture and data-modelling.

These activities should be delivered through series of sprints. Depending on business needs and budget availability, the SourceUp product owner and Consultant will jointly discuss the product backlog and determine sprint backlogs.

The first series of sprints is expected to be carried out at the onset of the Assignment and is expected to be in the order of magnitude of 2000 person hours. A subsequent series of sprints is expected to be scheduled for late 2021 or early 2022 of an equal volume. The total estimated magnitude is thus 4000 person hours.

#### 3.4.2. Objective 2 (mandatory): Maintaining and servicing the current platform

Maintenance and service activities are all activities related to incident management, performance management, patch management and problem management to ensure that the SourceUp platform runs smoothly. Requirements to performing those services relate to:

- Methods, experience, common practices, and procedures regarding service and support activities;
- Automatic, proactive monitoring and logging on technical performance of various components of the Platform infrastructure;
- Security-related activities aimed at preventing and/or containing security issues within the Platform infrastructure domain;
- Patch management.

This work is continuous throughout the whole Contract duration.

#### 3.4.3. Objective 3 (mandatory): Customer support and contact

These activities should ensure the availability of adequate contact and support capabilities for assistance, advise, and other relevant communication for the IDH SourceUp team. Requirements to performing those services relate to:

- Support for IDH key users;
- Service and contact windows;
- Knowledge level of support staff;
- Commercial contacts and escalation lines.

This work is continuous throughout the whole Contract duration.

#### 3.4.4. Objective 4 (non-mandatory): SEO and digital marketing

These requirements to these optional components relate to monitoring the traffic on the SourceUp platform and ensuring that traffic is directed onto the platform. Requirements to performing those services relate to:

- Experience and common practices regarding SEO activities and Google Analytics management;
- Ability to implement content related digital marketing improvements;
- Support on Google Adwords campaigns.

This work will be carried out ad-hoc, upon request of IDH.

### 3.5. Assignment schedule (*tentative*)

| Time                  | Activity/Delivery                                                                                                                                                                                                                                           |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| June 2021             | Signing of the Agreement<br>Kick-off workshop to agree on high-level work plan                                                                                                                                                                              |
| June 2021             | Start of the Assignment                                                                                                                                                                                                                                     |
| June -July 2021       | Transfer of SourceUp platform technical responsibility from current service provider to new service provider                                                                                                                                                |
| July 2021 - June 2023 | Continuous maintenance, servicing, and customer support<br>Completion of current partially developed functionality and user journeys on the platform<br>Design & development of new functionalities<br>Continuous SEO and digital marketing (if applicable) |
| June 2023 (end)       | Possible renewal of the Agreement                                                                                                                                                                                                                           |

The Assignment schedule is a suggestion for the planning of the key services and deliverables for 2021-2023 and reflects the current needs of IDH SourceUp program.

At the beginning of the Assignment, there will be a transition period during which the responsibilities of the current service provider will be transferred to the awarded Consultant. A transition clause is part of the master services agreement (MSA) with current service provider to cover this event. While the current service provider is, through this MSA, required to support the transfer of the current processes, documentation, attributes, and knowledge, the Consultant will be required to:

- Draft a *Transfer and Adoption* plan, stating all required (process) steps required to adopt the platform and corresponding information, processes, and technologies. Drafting this plan will likely involve cooperation with the current service provider.
- Receive designs, architecture plans, backlogs, other relevant documentation, corresponding knowledge, and information. If necessary, the Consultant is responsible for converting or modifying formats to make them compatible to the Consultant's processes or systems.
- Receive or procure any required access, interfaces, credentials, licences, certifications, or other technical attributes to operate all elements described in the technology stack as part of Annex 3. In some cases, these may be transferred from the current service provider to the Consultant.
- Participate in meetings or workshops if these are deemed necessary for knowledge or asset transfer, in which case the Consultant will assure representation with adequate skills and material knowledge is available.
- Any other activities that may be required to smoothly transfer both operational and developmental related responsibilities to the Consultant.

### 3.6. The Contract

The subject of this Tender Procedure is the Contract for carrying out the Assignment: designing and building new features and improvements of the SourceUp online platform; maintenance and servicing of the current SourceUp online platform; providing customer support and contact for the IDH SourceUp team; and conducting SEO and digital marketing.

The Assignment will be contracted for 2 years (June 2021 – June 2023). IDH expects the awarded Applicant to sign an overarching Framework Agreement with a continuous Service Level Agreement

for the work under objectives 2 and 3, while subcontracts will be assigned for each series of sprints to be delivered under objective 1 and for the activities under objective 4.

In case significant changes in scope are foreseen, IDH and the awarded Applicant can agree to amend the budget using the same hourly rates submitted.

At the end of the two-year contractual period, IDH will evaluate the collaboration with the Consultant and its work on the Assignment to date. Based on this evaluation, IDH may offer to the Consultant a one-year contract extension. In the event IDH wishes to, and the Consultant accepts to extend the term of the Assignment, the extension terms will be negotiated within the framework of the Dutch procurement law and the Contract will be extended on the terms agreed between the parties. If agreement cannot be reached, the Contract will be terminated, in consequence of which the Assignment will be retendered, and the Consultant will have the opportunity to bid.

### 3.6.1. Core elements of the Framework Agreement

#### Intellectual Property and data ownership

IDH will be the owner of all intellectual property arising from the performance of the Assignment, including but not limited to copyrights, database rights, trademarks, patents and know how. Data ownership will remain with IDH or the party reporting or sharing the data and will not be with the Consultant. Detailed procedures on data ownership, including compliance with data privacy regulations, will be established, and agreed upon during contract negotiation.

#### Governing Law and dispute resolution

The Framework Agreement is governed by the laws of the Netherlands. Any dispute arising from or in connection with the Agreement which cannot be resolved amicably shall be submitted exclusively to the district court in Utrecht, the Netherlands, and each Party to this Agreement hereby submits irrevocably to the jurisdiction of such court.

#### Provision of services and liability

The Consultant will be responsible for providing the services under Objectives 2, 3, 4 on the obligation of result basis. For Objective 1, the Consultant will be expected to provide the services in line with the highest professional standards and oriented towards the overall objective of a well-functioning, accessible and innovative online platform suitable for the purpose outlined in Chapter 3.2 above.

IDH cannot be held liable for damages, losses and/or personal injury suffered by the Consultant and/or any third party resulting from the execution of the Framework Agreement, including any infringement of intellectual property rights. In addition, either Party's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions or damage ensuing from claims by third parties - whether based on contract, tort or otherwise - shall be excluded. The above-stated limitations of liability shall not apply if and insofar as the damage or injury is the result of the wilful intent or deliberate recklessness by the Parties or their executives.

## Exit Plan

The Consultant will be requested to provide, within six (6) months after the Framework Agreement Effective Date, an Exit Plan for the orderly transition of the Services from Service Provider to IDH and/or any replacement supplier in the event of any termination or expiry of the Framework Agreement. Such Exit Plan will include a budget for the additional services provided where the same fee rates as for the regular services shall apply.

## 4. Description of the tender procedure

### 4.1. Introduction

This tender is subject to the rules of the Dutch Procurement Law 2012, specifically the open procedure (*openbare procedure*). The award of the Contract will take place after a tender process that consists of one phase. In this chapter, the Selection Phase and the Tender Phase will be described.

### 4.2. Tender procedure

All proposals submitted by the Applicants will first be assessed against the Grounds for Exclusion and Suitability Requirements (the Grounds for Exclusion and Suitability Requirements are further described in Chapter 5.2). After this first assessment, the proposals and Applicants that meet the requirements will be assessed against the selection criteria. The Contract will be awarded on the basis of the award criterion “Most Economically Advantageous Tender”.

### 4.3. Schedule

This tender procedure is based on the following schedule:

|    |                                                            |                             |
|----|------------------------------------------------------------|-----------------------------|
| 1  | Announcement                                               | 2 April 2021                |
| 2  | Deadline submission of questions by Applicants             | 21 April 2021 (5:00 PM CET) |
| 3  | Publication of Answers to questions                        | 28 April 2021               |
| 4  | Deadline submission of proposals by Applicants             | 14 May 2021 (5:00 PM CET)   |
| 5  | Communication of the timeline for presentation             | 19 May 2021                 |
| 6  | Presentation (exact timing will be communicated via email) | 24-26 May 2021              |
| 7  | Provisional award of the Contract                          | 31 May 2021                 |
| 8  | End of Objection Period                                    | 21 June 2021                |
| 9  | Final award of the Contract                                | 22 June 2021                |
| 10 | Signing of the Contract                                    | 23 June 2021                |

The dates specified above under 2, and 4 shall be construed as a deadline. Questions that are not submitted before the deadline will not be considered, unless this is in the interest of this tender procedure and at the discretion of IDH. Proposals submitted after the deadline will be returned and will not be considered in this tender procedure.

### 4.4. Questions

Questions regarding the tender procedure can be submitted until 21<sup>st</sup> April 2021, 5:00 PM CET, by e-mail to [tender@idhtrade.org](mailto:tender@idhtrade.org). With the subject mention: “Questions Tender SourceUp Platform”.

Questions must be submitted in the English language and per the Model Question Form, attached as Annex 4. The submitted questions will be grouped, anonymized, and combined in a general information notice. IDH will publish the information notice on TenderNed ([www.tenderned.nl](http://www.tenderned.nl)) on 31 March 2021.

Please note the following:

- Questions that are deemed confidential by the Applicant must be clearly indicated as such in the Model Question Form. If IDH agrees that a question is indeed confidential, the question will be answered separately. However, if the answer to the question could result in an advantage of the Applicant, the question will be aggregated and published in the general information notice. IDH will notify the Applicant beforehand and will give the Applicant the option to withdraw the question.

The responsibility for the timely and accurate submission of the questions lies with the Applicant. When questions have not been received by IDH on time, the Applicant must demonstrate that the questions were sent timely.

Any inaccuracies, omissions, discrepancies, or objections to the content of any of the tender documents, including appendices, or the tender procedure, must be submitted in this round of questions. Failure to do so will result in a forfeit of the Applicant's right to invoke these matters before or after the Contract is awarded.

#### **4.5. Proposals**

Proposals must be submitted:

- 1) via email to [tender@idhtrade.org](mailto:tender@idhtrade.org) with the subject line containing: "Tender SourceUp Platform", or
- 2) via the Tenderned platform

before 14<sup>th</sup> May 2021 (5:00 PM CET).

The Proposal should be drafted and submitted in accordance with all requirements of the Tender Guidelines. Please see Paragraph 5.6 for an overview of all documents that must be submitted with the Proposal.

#### **4.6. Tender conditions**

The following terms and conditions apply:

- The proposal deadline is a firm date. Proposals that are not received before 14<sup>th</sup> May 2021, 5:00 PM CET will not be considered. Applicants are solely responsible for the timely and correct delivery of the Proposal.
- If the Applicant is of the opinion that the Tender Guidelines, or any of its Annexes contain omissions, errors, contradictions or is otherwise flawed in any way, the Applicant must report this in writing in accordance with chapter 4.4 of the Tender Guidelines. Failing to do so will result in a forfeit of the Applicant's right to invoke these matters after award of the Contract.

- By submitting a Proposal, Applicants declare to unconditionally agree to the content and the procedures mentioned in these Tender Guidelines and any other terms and conditions that are applicable to this Tender Procedure.
- The submitted Proposal is regarded as an irrevocable offer.
- By taking note of the Proposal and the particulars included therein, IDH assumes no responsibility or liability for any (price) particulars, or errors, included therein.
- Proposals that contain reservations are not permitted and will lead to exclusion from further participation in the tender procedure.
- Every Applicant can only submit one (1) Proposal. The Applicant that submits more than one (1) Proposal will be excluded from the Tender Procedure.

## **5. Grounds for exclusion and suitability requirements**

### **5.1. Introduction**

The selection committee will use the completed UEA-form with accompanying information to assess the Proposals against the Grounds for Exclusion and the Suitability Requirements.

It is explicitly stated that statements, which in hindsight appear to contain inaccuracies of commitments that cannot be realized may be treated as 'false statements' by IDH, per Article 2.87, section 1 point h) of the Dutch Procurement Law 2012. This could lead to exclusion from the tender procedure. The Applicant will be liable for all damages and (legal) costs of IDH caused by the false statements and may be excluded from future tendering procedures of IDH. Applicants are therefore requested to complete the UEA-form and additional document with the utmost care.

### **5.2. Grounds for Exclusion**

Excluded from participation in the tender procedure and contracting is every party that is in one or more of the circumstances as referred to in Article 2.86 or 2.87 of Dutch Procurement Law.

### **5.3. Suitability Requirements: technical ability**

The Applicant will show that all Suitability Requirements as stated in Annex 1 are met.

### **5.4. References**

The Applicant must provide a list of client references (including name of the client and contact details), that may be contacted by IDH in the evaluation procedure. Furthermore:

- Applicants need to use the template that is attached hereto as Annex 1.
- All References must have been finalized within the last three (3) years.
- References may be in the process of being commissioned, provided that the assignment is finished.
- One reference can cover more than one Suitability Requirement.

## 5.5. Professional qualifications

The Applicant must be entered in the professional or trade register in accordance with the regulations of its country of establishment.

## 5.6. Consortium

IDH welcomes consortia to apply in the Tender, where, for example, one party addresses Objectives 1-3 and another Objective 4. If a Proposal is handed in by a Consortium, the Consortium is excluded if one or more of the Consortium partners is in one or more of the circumstances as referred to in Chapter 5.2.

In case of application as a Consortium, each of the Consortium partners individually must be entered in the professional or trade register or in a comparable register in the country of establishment of the Consortium partner.

A Consortium must identify one party to be the main respondent for the execution of the Contract.

## 5.7. Documents to be submitted

The initial assessment involves a test of the answers to the questions in the UEA-form and a check of the completeness of the documents.

Upon IDH's request, the Applicant will provide the additional documentary evidence referred to in Paragraph 5.7.2 within seven (7) calendar days after a written request from IDH. In case of a Consortium, this documentary evidence must be submitted by each of the Consortium partners. When the evidence shows that the selected Applicant does not comply, IDH will award the Contract to the Applicant ranked second.

The documents referred to in this Paragraph must be submitted together with the Proposal. The absence of any of the documents referred to in this paragraph can lead to exclusion from further participation in the tender procedure.

### 5.7.1. Documents to be submitted with the Proposal

The following documents and information must be submitted by the Applicant, handled in the indicated sequence and numbering. Only complete Proposals that include all elements, are of high quality without major spelling mistakes will be considered.

#### a) Narrative Proposal and Tender Requirements Template

The Applicant must provide a Narrative Proposal together with a completed *Tender Requirements Template* (Annex 1), in order to present a proof of compliance with all requirements.

The Narrative Proposal must contain a description or vision as requested for each item in the scoring criteria. IDH is requesting the Applicants to hand in a Narrative Proposal of maximum 15 pages.

The specific deliverables and descriptions that are required for each component are explained in Chapter 3 (Project Information) and in Paragraph 6.3 (Evaluation criteria) of these Tender Guidelines.

IDH expects the Applicant to provide a Narrative Proposal, in accordance with Paragraph 5.7 of the Tender Guidelines, that contains the following chapters, i.e. components:

| Component |                                                                                                         | The Proposal should clarify at least the following aspects for each of the objectives                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1         | <b>Objective 1<br/>Platform development:<br/>Design and build new<br/>features and<br/>improvements</b> | <ul style="list-style-type: none"> <li>• <b>Approach:</b> Description of approach to developing and improving platform features.<br/>High-level information on the software development practices of the Applicant according to SCRUM-methodology, and a high-level approach for the overall infrastructure with regards to this project, incl. security requirements, storage solutions, requirements regarding integration with 3<sup>rd</sup> party geospatial data, and other considerations to live up to Objective 2.</li> <li>• <b>Workplan:</b> Description of activities and deliverables of the approach.</li> <li>• <b>Team capacity:</b> Description of project team and their roles and time-spent (including resumes) with regards to objective 1. Describe how continuity of team is throughout contract period.</li> <li>• <b>Organizational capacity &amp; network:</b> Evidence/reference (incl. contact details) of past projects that involved 2-sided platforms, 3<sup>rd</sup> party data integration using geospatial data, etc., and other experience requirements related to Objective 1 as detailed in Annex 1.</li> <li>• <b>Coordination and co-creation with IDH:</b> Describe approach to coordination and co-creation with IDH.</li> </ul> |
| 2         | <b>Objective 2<br/>Maintaining and servicing<br/>the current platform</b>                               | <ul style="list-style-type: none"> <li>• <b>Approach:</b> Description of activities and project management structure and procedures to show organizational capacity to deliver on the objective 2, explaining how the Applicant lives up to the requirements.</li> <li>• <b>Team capacity:</b> Description of project team and their roles and time-spent (including resumes) with regards to objective 2 and information on how ad-hoc support will be provided as laid out in under objective 2 of this assignment. Describe how continuity of team throughout the contract period.</li> <li>• <b>Organizational capacity:</b> Evidence/reference (incl. contact details) of past projects that involved maintaining and servicing a two-sided platform and other evidence requirements related to Objective 2 as detailed in Annex 1.</li> <li>• <b>Coordination and co-creation with IDH:</b> Describe approach to coordination and co-creation with IDH.</li> </ul>                                                                                                                                                                                                                                                                                                  |
| 3         | <b>Objective 3<br/>Customer support and<br/>contact</b>                                                 | <ul style="list-style-type: none"> <li>• <b>Approach:</b> Description of activities and project management structure and procedures to show organizational capacity to deliver on the objective 3, explaining how the Applicant lives up to the requirements.</li> <li>• <b>Team capacity:</b> Description of project team and their roles and time-spent (including resumes) with regards to objective 3 and information on how ad-hoc support will be provided as laid out in under objective 3 of this assignment.</li> <li>• <b>Organizational capacity:</b> Evidence/reference (incl. contact details) of past projects that involved customer support and contact.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



**Objective 1 (Mandatory) Platform development: Design and build new features and improvements (75 points):**

IDH projects that the current budgeted roadmap requires a development effort representing an estimated 4000 person hours. IDH requires a proposal that assures this effort is planned and secured in two more or less equal series of sprints. The first series of sprints will commence directly following contract signing. The second series of sprints will start on a later date yet to be agreed upon between parties, but it will end no later than 12 months after contract signing.

**Objective 2 (Mandatory) Maintaining and servicing the current platform (25 points):**

Total costs of maintenance and service activities are all activities related to incident management, performance management, patch management, security management and problem management to ensure that the Platform runs smoothly and under the requirements as specified in 3.3.2. for a duration of the maintenance and servicing services of 2 years. Costs should be shown as monthly costs with a total cost for 2 years. The submitted budget should **not** include the costs of 3<sup>rd</sup> party contracts, such as hosting.

**Objective 3 (Mandatory) Customer support and contact (41 points):**

The total costs for activities related to ensuring the availability of adequate contact and support capabilities for assistance, advise, and other relevant communication for the SourceUp team. Costs should be shown as monthly costs with a total costs for 2 years.

**Objective 4 (non-Mandatory) SEO and digital marketing (5 points):**

These requirements relate to monitoring the traffic on the Platform and ensuring that traffic is directed onto the Platform. Costs should be shown as hourly rates for specialized staff.

**Objective 5 (Mandatory) SLA (10 points)**

These requirements relate to generic guidelines of the SLA which will be signed as part of the contract.

**Objective 6 (Mandatory) General company profile requirements (6 points)**

These requirements relate to generic requirements regarding language support during the contract, generic financial requirements and the Applicant's commitment to sustainability themes.

All submitted hourly rates must be inclusive of additional costs, like travel, administration. All prices need to be given both inclusive and exclusive VAT and other applicable taxes. The structure of the rates must be competitive and logical.

The budget must be accompanied by a completed and signed Tender form, in accordance with the format provided in Annex 1. All required amounts in the tender form must be stated in Euros, including VAT and any other applicable costs.

The budget and the tender form will be assessed in accordance with the procedure that is described in Chapter 6.3. Failure to complete or sign the tender form or any deviation from the provided format can lead to exclusion from the tender procedure.

The exact budget and payment schedule will be agreed and approved per objective on a quarterly basis using the rates stated in the budget.

#### c) Description per reference for Suitability Requirements

The requirements for these references are stated In Chapter 5.3 (Suitability Requirements). In case of a Consortium, this information must be provided by the Consortium partner who has performed the reference project.

#### d) UEA-form in accordance with the template in TenderNed

The UEA-form can be made by the UEA-tool in TenderNed. The outcome is a PDF file of the UEA-form which must be submitted. The UEA-form must be completed and signed by a legally authorized representative. The UEA-form is a uniform statement, in accordance with the Dutch Procurement Law. In case of a Consortium, each of the Consortium partners must complete and sign the UEA-form.

#### 5.7.2. Documentary Evidence

Upon request from IDH, the Applicant will provide the additional documentary evidence as mentioned below within seven (7) calendar days.

- An extract of the entry in the local Chamber of Commerce or comparable register in the country of establishment. This extract must reflect the current status of the company and may not be older than six months at the time of application. In case of a Consortium, this documentary evidence must be submitted by each of the Consortium Partners.
- A 'certificate of good conduct for tendering', as referred to in Article 2.89 Paragraph 2 Dutch Procurement Law, issued by the Minister of Justice or a comparable document from the country of establishment issued by a judicial or authorized government body regarding the grounds for exclusion as referred to in Article 2.86 Dutch Procurement Law.

The selected Applicant guarantees that these certificates correspond with the actual situation of the selected Applicant at the time of application. The certificate of good conduct for tendering may not be older than two (2) years at the time of application.

#### 5.8. Term of validity

The Proposal must be valid for three (3) months after the date of issue. The Applicant will at the written request of IDH extend this term once by a period of one (1) month. The Applicant cannot derive any claim to the Contract from such a request. In case of extension of the term of validity, the planning submitted by the Applicant with its Proposal will be extended by a corresponding period.

The term of validity will automatically be extended for a period of one (1) month after a final judgment is passed in case of a legal procedure (in this tender procedure).

A shift in the planning for any reason whatsoever will not be regarded as a significant change to the Contract.

## **6. Evaluation of the Proposals**

After the deadline to submit a Proposal has passed, the evaluation committee will evaluate the Proposals.

The Proposals will first be tested for completeness. The absence of the documents referred to in Paragraph 5.6 of the Tender Guidelines can lead to exclusion from further participation in the Tender Procedure. The absence of compliance with all compulsory requirements will lead to exclusion from further participation in the Tender Procedure.

If the Tender is complete, the evaluation committee will check the Proposal for any reservations made by the Applicant. Proposals that are subject to reservation are not permitted and will be excluded from further participation in the Tender Procedure.

If the Proposal is submitted timely, correctly, and without reservation, it will be evaluated. During this evaluation, the documents referred to in Paragraph 5.6 of the Tender Guidelines and the Presentation are tested against the evaluation criteria as stipulated in this chapter. IDH may verify the submitted references, documentary evidence, and answers. This verification includes direct contact with the contact persons of listed reference projects.

### **6.1. Evaluation committee**

The evaluation committee has been assigned the task to evaluate the Tenders. The award decision will be made by IDH's Executive Board.

### **6.2. Award criterion: MEAT**

The Contract will be awarded to the Applicant with the most economically advantageous tender (MEAT). The most economically advantageous tender is determined on the basis of the evaluation criteria of price and quality.

The quality criteria will account for 60% of the total score, while price will account for 40% of the total score.

### **6.3. Evaluation criteria – quality and price**

The evaluation criteria are compared and weighed according to the procedure below. These are listed in the Scoring Template (attached hereto as Annex 2).

Annex 1 contains an Instructions tab. Only proposals adhering to those instructions will be considered eligible for consideration.

#### **Scoring mechanism**

Each requirement will be scored individually by IDH to assess the quality of the proposal. The final score will be calculated based on two input variables:

- **Weight:** A score which is fixed and ensures that requirements are weighted based on their importance to the tender issuer.
- **Compliance Score:** A score awarded to each requirement based upon the Applicant's compliance statement and corresponding remarks and comments.

The calculation of **Compliance Score \* Weight** provides a calculated score for each requirement. The calculated scores of all requirements are added to provide a final quality score.

Finally, the pricing of the Applicant's bid is weighted in relation to the pricing of the lowest eligible bid received, to provide a weighted pricing score multiplier. The highest possible multiplier on pricing is 1, for the Applicant with the lowest price and eligible quality proposal.

To reflect that it is not mandatory to submit proposals containing Objective 4, each proposal will be assessed and scored on quality and pricing for objectives 1-3 and Objective 4 separately.

The pricing score will thus be calculated based on the following:

1. Applicant submitted pricing including Objective 4: SEO and digital marketing.
2. Applicant submitted pricing excluding Objective 4: SEO and digital marketing.

and

1. Overall lowest received pricing including Objective 4: SEO and digital marketing.
2. Overall lowest received pricing excluding Objective 4: SEO and digital marketing.

The Applicant with the highest number of points has the most economically advantageous tender and is awarded with the Contract. The optional component 4 allows for Applicants that have included this component to score additional points, which will be considered if otherwise the other quality scores (in total) for Objectives 1-3 are equal across Proposals.

If scores of Applicants are equal, priority between those Applicants will be based on the total scores that were given for the Criterion Quality. The Contract will be awarded to the Applicant that has received the highest score for the Criterion Quality. If the evaluation of the Criterion Quality does not lead to a distinction, the score for the component "Platform Development" will be decisive. In the event the score for the Platform Development component does not lead to a distinction, the ranking will be determined by the least expected effort of transferring the services from the current service provider to the new service provider.

### ***Weight categories***

The Tender distinguishes four (4) weight categories for the issued requirements:

- Must have or Knock Out Criteria (M): Solutions that do not meet all (M) - requirements cannot be considered as viable options, regardless of their score on other requirements.
- Should have (S): Includes requirements that are deemed very important. (Partial) Non-compliance does not disqualify the proposal of the Applicant but will result in the highest possible score deduction.
- Could have (C): Includes requirements that would add extra value to the solution but are not deemed necessary to perform core functionality.
- Would have (W): Includes requirements that go beyond the current business or technical scope but might increase value in future use cases.

The below table explains the requirement categories and their assigned weights:

| Legend for priority categories |                                                                                                                    | Weight      | Max. score |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------|------------|
| <b>M</b>                       | - must have: Proposals that do not meet this requirement cannot be considered as viable options (Knock Out)        | <b>K.O.</b> | n. a.      |
| <b>S</b>                       | - should have: Functionality is highly desired, but the solution is viable without it.                             | <b>100%</b> | 10         |
| <b>C</b>                       | - could have: Functionality that add extra value to the solution but are not necessary for core operations         | <b>50%</b>  | 5          |
| <b>W</b>                       | - would have: Functionality that goes beyond the current scope of the solution but might support future use cases. | <b>10%</b>  | 1          |

### Compliance scores

In Annex 1, the Applicant is required to state their compliance level for each requirement. Requirements that do not have a compliance level stated by the Applicant will be scored as "Not compliant".

Applicants can as an option provide additional remarks or comments for each requirement to illustrate how or why the requirement is met or surpassed.

Note that if the Applicant states to be Partially compliant without providing any additional comments on how partial compliance is met or what part of the requirement cannot be met, the requirement will be scored as "Not compliant".

In the below table the scores are listed according to requirement compliance level.

| Scoring definition                                       | Score awarded |
|----------------------------------------------------------|---------------|
| Answer missing or non-compliant                          | 0             |
| Answer is partially compliant                            | 4             |
| Answer is compliant                                      | 7             |
| Answer is surpassing requirement or K.O. criteria is met | 10            |

### Proposal requirements

The below table shows the weighted maximum score for each subject as well as the total overall achievable score for a proposal:

| Subject                                      | Weighted max score |
|----------------------------------------------|--------------------|
| <b>1: Platform Development</b>               | 75                 |
| <b>2: Maintenance and Support activities</b> | 25                 |
| <b>3: Customer support and contact</b>       | 41                 |

|                                                           |            |
|-----------------------------------------------------------|------------|
| <b>4: SEO and digital marketing</b>                       | <b>5</b>   |
| <b>5: SLA</b>                                             | <b>10</b>  |
| <b>6: Applicants general company profile requirements</b> | <b>6</b>   |
| <b>Total weighted requirement scores</b>                  | <b>162</b> |

#### 6.4. Presentation

All Applicants are invited to present their Proposal to the evaluation committee on the 24-26 May 2021 as outlined in the schedule in Paragraph 4.3. The time reserved for each presentation will be announced by email after the suitability requirements and provided references (Paragraph 5.3.) have been checked and approved. The presentation is optional and serves to get to know the Applicants and their presentation of the Proposal to clarify and improve the quality assessment of the Applicants as laid out in Paragraph 6.3.

The presentation, including a question round, will take a maximum of 60 minutes and include the following elements:

- brief introduction of all persons present (maximum 5 minutes);
- presentation of the Proposal (maximum 30 minutes);
- opportunity to ask questions (maximum 25 minutes).

The presentation will take place virtually and must take place in English. During the presentation, the opportunity is given to elaborate on the submitted Proposal. It is, however, not permitted to submit supplementary or new material, which is not included in the submitted Tender during the presentation. Any deviation here from may cause the Tender to be declared invalid. IDH prefers that the presentation will be given by maximum three (3) people who belong to the core project team and include the person(s) who will act as key-contact during the entire duration of the Contract.

***Important:*** IDH reserves the right to reduce the time of the presentation to 20 minutes depending on the total number of Applicants for this tender procedure. IDH will notify the Applicants as outlined under Paragraph 4.3.

#### 6.5. Award

Once IDH has decided which Applicant it intends to award the Contract, a written notification thereof is sent to all Applicants.

### 7. Confidentiality

The Applicants must ensure that all its contacts with IDH, with regards to the Tender, during the tender procedure take place exclusively in writing by e-mail to [tender@idhtrade.org](mailto:tender@idhtrade.org). The Applicant is thus explicitly prohibited to prevent discrimination of the other Applicants and, in order to ensure the diligence of the procedure, to have any contact whatsoever regarding the tender with any other persons of IDH than those contacts obtained via the aforementioned email address, with the exception of the presentation as referred to in paragraph 6.5 of these Tender Guidelines.

The documents provided by or on behalf of IDH will be handled with confidentiality. The Applicant will also impose a duty of confidentiality on any parties that it engages. Any breach of the duty of confidentiality by the Applicant or its engaged third parties will give IDH grounds for exclusion of the Applicant, without requiring any prior written or verbal warning.

All information, documents and other requested or provided data submitted by the Applicants will be handled with due care and confidentiality by IDH. The provided information will after evaluation by IDH be filed as confidential. The provided information will not be returned to the Applicant.

## **8. Disputes**

Any dispute between the parties involved in the Tender Procedure that arise from the Tender Procedure, will be submitted to the competent court in Utrecht, the Netherlands.

The Applicants can object against the decision to award the Contract by means of an interim proceeding filing with the civil court in Utrecht, the Netherlands, within twenty (20) calendar days after receiving a written notification from IDH, in which it states its intention to award the Contract to one of the Applicant. By refraining from filing an objection, the Applicant is deemed to have waived its rights to object to the aforementioned award. Any rights of the Applicant under this Tender Procedure will lapse.

In the interest of fast and good progress, each Applicant is urgently requested to provide IDH with timely notification of any legal measures taken, for example by sending the summons.

In the event of interim proceedings, IDH can award the Contract after the judgment in the first instance, unless this judgment prohibits the award.

## **9. Miscellaneous**

### **9.1. Variants**

Variants are not allowed.

### **9.2. No remuneration**

IDH respects the effort and time Applicants are expected to put into the tender phase. However, IDH has to use its financial means as economically as possible. Therefore, IDH will not remunerate Applicants for their participation.

### **9.3. Award**

IDH has set out the terms and conditions in these Tender Guidelines and is intent on applying those terms and conditions diligently. However, IDH has the right to assess whether the measures to be taken are proportional and may deviate in exceptional circumstances.

### **9.4. Re-assessment**

In the event that a re-assessment must be made of the Criterion Quality, IDH can appoint the same evaluation committee to do so, or appoint a new evaluation committee. In the event that an Applicant

is deemed invalid before the Contract has been awarded, a re-evaluation of the Criterion Price will be made, and subsequently of the Total score. The Criterion Quality will remain intact.

#### **9.5. Post-award inability to perform**

If after the final award of the Contract, the Applicant to whom the Contract has been awarded can no longer meet (for whatever reason) its contractual obligations, IDH is entitled to award the (remainder of) the Assignment (insofar as possible) to the Applicant that obtained the second highest overall score in the tender procedure. The Contract will in that case be awarded on the terms and conditions offered in the original tender procedure, without the necessity of conducting a new tender procedure for such assignment.

### **10. Annexes**

**Annex 1: Tender Requirements Template**

**Annex 2: Tender Scoring Template**

**Annex 3: SourceUp technology stack**

**Annex 4: Model Question Form**

**Annex 5a: IDH Code of Conduct**

**Annex 5b: IDH Safeguarding policy**