

Terms of Reference
IDH Sustainable Trade Initiative
Development, Service and Maintenance of IDH Salary Matrix online tool

April 26, 2022

IDH Sustainable Trade Initiative

P.O. Box 1241, 3500 BE Utrecht

Tender: Development, Service and Maintenance of IDH Salary Matrix online tool.

On behalf of Stichting IDH Sustainable Trade Initiative

Open public procurement procedure

Tender Guidelines

Place Utrecht, the Netherlands

Date 26/04/2022

Reference IDH 212569

Reference TenderNed 350475

Contents

1. Introduction	5
2. Definitions	6
3. Assignment Information	7
3.1 Salary Matrix Background	7
3.2 The Assignment	9
3.3 Assignment framework	9
3.3.1 Development team	9
3.3.2 Communications and legal	9
3.3.3 IT-support	9
3.3.4 Policies	10
3.3.5 Data Processing Agreement	10
3.4 Objectives	10
3.4.2 Maintenance and support, including service desk activities	11
3.4.3 SLA	11
3.4.4 General Company Profile Requirements	11
4. High level technical information	12
4.1 Technical Environments	12
4.2 Infrastructure and Architecture	12
5. Pricing and quotation	12
6. Assignment Schedule	14
7. The Contract:	15
7.1 Core Elements of the Framework Agreement	15
Intellectual Property and Data Ownership:	15
Governing Law and Dispute Resolution:	15
Provision of Services and Liability:	15
Exit Plan:	16
8. Description of the tender procedure	16
8.1 Introduction	16
8.2 Tender procedure	16
8.3 Schedule	17
8.4 Questions	17
8.5 Proposals	18

8.6 Tender conditions.....	18
9. Grounds for exclusion and suitability requirements.....	20
9.1 Introduction.....	20
9.2 Grounds for Exclusion.....	20
9.3 Suitability Requirements: technical ability.....	20
9.4 References.....	20
9.5 Professional qualifications.....	20
10. Documents to be submitted with the Proposal.....	20
10.1 Narrative Proposal.....	21
10.2 Budget and Tender form	22
10.3 Description per reference for Suitability Requirements	23
10.4 UEA-form in accordance with the template in TenderNed.....	23
10.5 Documentary Evidence	23
10.6 Term of validity.....	23
11. Evaluation of the Proposals.....	24
11.1 Evaluation committee	24
11.2 Award criterion: MEAT	24
11.3 Evaluation criteria – quality and price.....	24
11.4 Scoring mechanism	25
11.4.1 Weight categories.....	25
11.4.2 Compliance scores.....	26
11.4.3 Proposal requirements	27
11.5 Presentation	27
11.6 Award	27
12. Confidentiality	28
13. Disputes.....	28
14. Miscellaneous	28
14.1 Variants.....	28
14.2 No remuneration.....	28
14.3 Award	29
14.4 Re-assessment.....	29
14.5 Post-award inability to perform	29
Annexes.....	29

Annex 1: Salary Matrix Tender Scoring Template Manual.....	29
Annex 2: Salary Matrix Tender Scoring Template	29
Annex 3: Salary Matrix Technology Stack	29
Annex 4: Model Question Form	29
Annex 5a: IDH Code of Conduct	29
Annex 5b: IDH Safeguarding Policy	29
Annex 6: Data Processing Agreement	29

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, service and maintain the IDH Salary Matrix (“SM”) online tool**.

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 8 of these Tender Guidelines provides 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 8.4 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 exclude an Applicant from the tender procedure in the event of a possible and/or suspected risk of distorted competition and/or in the event the level playing field between Applicants may be compromised.

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.

By submitting a Proposal, the Applicant accepts all terms and reservations made in these Tender Guidelines, including its annexes 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 7.1 of these Tender Guidelines
Applicant	Any person or company that has requested to participate in this tender procedure by submitting questions and/or a Proposal in response to and in accordance with these Tender Guidelines
Assignment	The assignment as described in Chapter 3 of these Tender Guidelines
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 11.3 of these Tender Guidelines
Grounds for Exclusion	As described in Chapter 9.2 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 8.4.
Proposal	An offer submitted by the Applicant to IDH in response to these Tender Guidelines
Product Owner	IDH-employed responsible for defining and deciding on roadmap priorities in close collaboration with the Consultant's development team. This is based on IDH's strategic roadmap, management of backlog 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 9.3 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 Aanbestedingsformulier'-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 Salary Matrix Background

IDH Sustainable Trade Initiative (“IDH”) 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. We convene 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.

The objective of the Salary Matrix (SM) tool is:

- to ensure that users of the SM can upload their payroll data for a worker or group of workers to be able to evaluate how the total remuneration (including wages, bonuses, cash and in-kind benefits) compares to the applicable regional living wage benchmark.
- to calculate and visualise the gap between the different workers or job categories total remuneration and the applicable regional living wage benchmark.
- to support supply chain actors in their effort to bring transparency in supply chains regarding wages.
- to provide aggregate reporting of selected facilities for buying partners interested in getting an overview of their supply chain regarding wages.
- to provide benchmarks for users.
- to accomplish all of the above within an intuitive user experience, utilizing a user interface that requires basic online and digital skills and provides clear and understandable feedback.

The actual users and data entrants of the SM tool are generally payroll / finance managers who enter the HR payroll data directly into the online tool or via an Excel mass upload.

Users of the selected raw data and/ or aggregate reports generated range from Auditors to Retail, Traders, Certification schemes, NGOs, the users themselves and the IDH Living wage team and broader IDH teams. All users only have access to the raw data and/or aggregated reports which are within their scope and for which the user (data entrant) has given permission for.

All the data the user of the Salary Matrix provides, will remain anonymous (name and the name of the company will not be tied to the answers) and will not be shared with anyone other than members of the IDH living wage team and the Consultant.

The Salary Matrix was an Excel based tool originally developed by IDH and Rainforest Alliance (RA) to address possible gaps between workers’ total remuneration packages and living wage benchmarks. This Version 1 of the Excel tool was published in December 2018 by IDH and RA.

In May 2019, IDH held a public consultation to further refine the Excel tool. The valuable feedback from private sector partners, certification bodies, and others laid the foundation for improvements to help all supply chain actors take effective action towards living wage. With support from Fairtrade, Rainforest Alliance, and others, further pilot tests then took place between September 2019 and January 2020 — collecting data from the tea, banana, coffee, pineapple, and flower sectors in eight

countries. Throughout the process, IDH has been leading supporting partners engaged in the testing of the tool — from organizing consultation meetings to compiling feedback, analyzing recommendations, and identifying practical ways to incorporate them into further improvement of the tool.

The year of 2021 has been both a transition year from Excel to online, but also to build the core foundation and features of the SM tool. The online tool was built in close collaboration with a digital service provider contracted by IDH.

The further development of the Salary Matrix will remain a continuous improvement process for the years to come. More background and information about the tool and the IDH Living wage roadmap can be found here: <https://www.idhsustainabletrade.com/living-wage-platform/salary-Matrix/>

3.2 The Assignment

With this tender procedure, IDH aims to select an IT partner (hereinafter: the “Consultant”) to further develop, improve, service and maintain the Salary Matrix tool and service of end-users, clients and the infrastructure.

The Consultant is expected to carry out this work in close collaboration with the IDH Salary Matrix Living Wage 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 IDH and the Consultant.

The Consultant is required to dedicate a continuous availability of agreed capacity and resources to the Assignment. IDH has the preference to work with the same assigned developers throughout the project, but equally important is the availability of additional competent and skilled resources to hand-over and takeover responsibilities in case of need from the assigned team.

3.3 Assignment framework

3.3.1 Development team

The Salary Matrix online tool is developed using Agile Scrum software development methodologies. A backlog, which serves as the basis for all development efforts, will contain the stories covering all features and functionalities. This backlog is managed and maintained by a dedicated IDH Salary Matrix Product Owner. 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. While the Product Owner has the final approval regarding feature listing and development priorities, the Consultant will from time to time be requested to suggest non-functional and technical stories to be added to the backlog in order to ensure optimal platform operations.

3.3.2 Communications and legal

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

3.3.3 IT-support

IDH has limited internal IT-related capacity, mostly focused on IT policy and office automation. While they can be involved for subjects that fall under the IDH domain responsibility, like DNS, or email related topics, IDH will depend on the Consultant for any roles in the development process of the Salary Matrix tool.

3.3.4 Policies

IDH has a limited number of internal policies and strategies relevant to the Assignment, which include a data strategy (under development), communication policy, safeguarding and privacy policies. These policies and strategies will be made available to the Consultant at the contract signing stage. IDH expects the Applicants to acknowledge and adhere to these policies or similar standards. The IDH Code of Conduct and the IDH Safeguarding Policy are annexed to these Tender Guidelines.

3.3.5 Data Processing Agreement

A data processing agreement must be in place to secure data security and protection, which outlines the roles, responsibilities, and risk mitigation measures. Please refer to Annex 6 for reference to IDH Data Processing Agreement.

3.4 Objectives

The objectives of this Assignment include:

1. Salary Matrix tool development - design and build, primarily:
 - a. Completion of currently partially developed functionality and user journeys for the Salary Matrix tool
 - b. Designing and building new functionalities and user journeys
 - c. Developing integrations with data partners through APIs
2. Maintaining and servicing the Salary Matrix Tool day-to-day availability and performance
3. Customer key-user support and contact

Regarding the development activities, a functional roadmap has been drafted by IDH. The main features of this roadmap, and therefore the main focus for the development effort at the start of the Assignment, will include:

- 1) Implementation of comprehensive user roles and a permission matrix, allowing for differentiation in data visibility and tool functionality depending on user permissions
- 2) Integrated standard and custom reporting functionality, replacing the current manual on-request reporting process. In the start-up phase of the project, the Consultant will be requested to support in the manual report aggregation and generation process. In parallel a longer-term solution is required to generate the reports automatically.
- 3) Interconnectivity with partner systems. Data exchange such as HR payroll systems or for the purpose of reporting and data import and sharing with partner certification schemes.

As development efforts continue, other functionalities will be added to the roadmap during the contract duration.

The following sections outline the general requirements per objective. These objectives relate to the detailed requirements in Annex 2 in which the Consultant is required to provide its compliance.

3.4.1 Development, design and technical documentation of the Salary Matrix tool functionalities

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

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

The Salary Matrix is being developed using Agile Scrum as development methodology. Sprint team size and duration are to be agreed on between the Salary Matrix Product Owner and Consultant. The ideal sprint duration for this Assignment ranges between 1-3 weeks. Sprint planning is based on the priorities in the backlog, managed and provided by the Product Owner and including a design process leading to signed off design, plan and budget by IDH prior to the start of the actual development or improvement work. No actual development can commence without formal approval by IDH. The design process is included in the estimated total hours of a Sprint.

3.4.2 Maintenance and support, including service desk activities

Maintenance and service activities are all activities related to incident management, performance management, patch management and problem management to ensure that the Salary Matrix tool 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
- Key-user support

3.4.3 SLA

IDH will require an SLA as part of the Contract. While the Consultant will be required to compose an SLA that fits their operations and organisation, IDH has a number of requirements to which such an SLA must adhere, see chapter 3 of Annex 2.

3.4.4 General Company Profile Requirements

Besides general requirements to allow an efficient cooperation between IDH and the Consultant, IDH highly values that its partners adhere to a level of affinity with the sustainability agenda of IDH.

Requirements on the general company profile therefore relate to;

- Means and frequency of periodic in-person meetings
- Lead contacts and escalation channels

- Language requirements
- Currency requirements for billing purposes
- The Consultant's sustainability profile and/or efforts

4. High level technical information

The following sections provide a brief, high-level overview of the current technical state of the Salary Matrix Tool.

4.1 Technical Environments

The current Salary Matrix tool environment consists of three separate environments:

- 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.

The Salary Matrix tool is based on the technology stack that can be found in Annex 3.

4.2 Infrastructure and Architecture

The Salary Matrix tool is built on the Google Cloud platform. There is no in-house or custom infrastructure involved. A high-level Infrastructure schematic can be found in Annex 3.

5. Pricing and quotation

To compare the Applicants' quotations on this tender, IDH will require applicants' quotation for this Contract. The applicant is to provide a quotation for the entire assignment, for the full duration of the Contract. This quotation will have to cover the following components:

- **Development Effort**
 - The required man hours for development (incl. design) in the period from August 2022 – July 2024 are estimated at up to 225 hours per month for the entire multi-disciplined development team (excluding the IDH product owner).
- **Maintenance and support effort**
 - All activities as listed under "*2: Maintenance and support, including service desk activities*" in Annex 2 for the entire duration of the contract. The required man hours for this workstream are continuous and expected to be relatively stable throughout the entire contract period from August 2022 – July 2024. Estimated at an average of 50 hours per month.
- **Any other costs**

- Any other costs related to the Assignment deemed necessary by the applicant for the duration of the contract

The Applicant must submit a budget that is split out as stated above and a total budget figure per year as well as a total budget figure for three years (two-year Contract and potential one-year extension). The budget must be submitted in euros (€) and show costs with and without VAT. Any currency risk is borne by the Applicant.

6. Assignment Schedule

Time	Activity/ Delivery
Mid June 2022	EU Tender Consultant selection decision made
Mid July 2022	Detail alignment of scope of service and workplan
End July 2022	Contracting and signing of Agreement
August 2022	Start of Assignment Transfer of Salary Matrix technical responsibility from current service provider to new service provider Estimated 1 month of handover and onboarding
August / September 2022	First development sprint Continuous service and support
October 2022 – July 2024	Development & Service and Maintenance at full capacity and speed
July 2024	Intended renewal of Contract

The Assignment schedule is a suggestion for the planning of the key services and deliverables for and reflects the current needs of the IDH Living wage program.

Following a month of handover and onboarding, the first series of sprints is expected to be started at no later than 1 month after the start of the Assignment and at full capacity and speed the month after. In this period the responsibilities of the current service provider will be transferred to the Consultant who is awarded the Contract. A transition clause is part of the agreement with current service provider to cover this event.

In accordance with the agreement in place with the current service provider is required to support the transfer of the current processes, documentation, attributes, and knowledge, before the end of the handover period, the Consultant will be required to:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) Any other activities that may be required to smoothly transfer both operational and developmental related responsibilities to the Consultant.

7. The Contract:

The Assignment is envisioned to start in August 2022 and end in July 2024. 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. 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.

Based on this evaluation, IDH may offer to the Consultant a contract extension of 1 year. 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.

7.1 Core Elements of the Framework Agreement

Intellectual Property and Data Ownership:

IDH shall be and will remain 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 on the obligation of result basis 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 this document.

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.

8. Description of the tender procedure**8.1 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.

8.2 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 9). 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”.

The most economically advantageous tender is determined on the basis of the evaluation criteria of price and quality.

The quality criteria will account for 50% of the total score and is determined by the evaluation of the response provided by the applicant in the Tender Scoring template in Annex 2. The lump-sum price will also account for 50% of the total score.

8.3 Schedule

This tender procedure is based on the following schedule:

1	Announcement	26 April 2022
2	Deadline submission of questions by Applicants	9 May 2022 (5:00 PM CET)
3	Publication of Answers to questions	16 May 2022
4	Deadline submission of proposals by Applicants	8 June 2022 (9:00 AM CET)
5	Communication of the timeline for presentation	8 June 2022
6	Presentation (exact timing will be communicated via email)	8 June -10 June 2022
7	Provisional award of the Contract	17 June 2022
8	End of Objection Period	8 July 2022
9	Final award of the Contract	11 July 2022
10	Signing of the Agreement	1 August 2022

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.

8.4 Questions

Questions regarding the tender procedure can be submitted until May 9th, 2022, 5:00 PM CET, by e-mail to tender@idhtrade.org. With the subject mention: "Questions Tender Salary Matrix online tool".

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 (reference number: 350475) on May 16th, 2022.

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. Questions sent in by applicants after the deadline will not be addressed by IDH.

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. In case the above are not addressed before the deadline of the question round, this will result in a forfeit of the Applicant's right to invoke these matters before or after the Contract is awarded.

8.5 Proposals

Proposals must be submitted before June 8th, 2022 (9:00 AM CET):

- 1) via email to tender@idhtrade.org with the subject line containing: "Tender Salary Matrix online tool", or
- 2) via the TenderNed platform

The Proposal should be drafted and submitted in accordance with all requirements of the Tender Guidelines. Please see Paragraph 10.5 for an overview of all documents that must be submitted with the Proposal.

8.6 Tender conditions

The following terms and conditions apply:

- The proposal deadline is a firm date. Proposals that are not received before June 8th, 2022, 9:00 AM 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 8.4 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.

9. Grounds for exclusion and suitability requirements

9.1 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.

9.2 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.

9.3 Suitability Requirements: technical ability

The Applicant will show that all Suitability Requirements as stated in Annex 2 are met.

9.4 References

As stated in multiple requirements in Annex 2, the Applicant must provide client references (including name of the client and contact details) that may be contacted by IDH in the evaluation procedure. Furthermore:

- Applicants must use the template that is attached hereto as Annex 2.
- All reference client projects 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.

9.5 Professional qualifications

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

10. Documents to be submitted with the Proposal

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 this tender procedure.

The following documents and information must be submitted by the Applicant, handled in the indicated sequence and numbering. Only complete Proposals that include and address all elements will be considered.

10.1 Narrative Proposal

The Applicant must provide a Proposal together with a completed Annex 2 (the Salary Matrix Tender Scoring Template) in order to present a proof of compliance with all requirements. Additionally, the Proposal must contain a description or vision as requested for each item in the scoring criteria.

The Proposal shall not contain more than 10 pages (excl. SLA). Pages exceeding this limit will not be considered in the Proposal.

The specific deliverables and descriptions that are required for each component are explained in Chapter 3 (Assignment information) and in Paragraph 11.3 (Evaluation criteria) of these Tender Guidelines. IDH expects the Applicant to provide a Proposal, in accordance with this Paragraph 10.1 of the Tender Guidelines, that contains the following chapters, i.e., components:

Component		The Proposal should clarify at least the following aspects for the objectives
1	Objective 1 Development, design and technical documentation of the Salary Matrix tool functionalities	• Approach: Description of approach to developing and improving tool features including project management and procedures. High-level information on the software development practices of the Applicant development working method (e.g. Scrum), and a high-level approach for the overall infrastructure with regards to this project, incl. security requirements, storage solutions, requirements regarding integration with 3rd party data. • Team capacity: Description of project team and their roles and qualifications • Workplan: Description of activities and deliverables of the approach. • Organizational capacity & network: Evidence/reference (incl. contact details) of past projects that involved multi-sided platforms, 3rd party data integration, and other experience requirements related to Objective 1 as detailed in Annex 2. • Coordination and co-creation with IDH: Describe approach to coordination and co-creation with IDH. Including roles and responsibilities and expectations from IDH.
2	Objective 2 Maintenance and support, including service desk activities	• Approach: 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. • Team capacity: Description of project team and their roles and time-spent 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 is safeguarded. • Organizational capacity: Evidence/reference (incl. contact details) of past projects that involved maintaining and servicing a tool and other evidence requirements related to Objective 2 as detailed in Annex 2. • Coordination and co-creation with IDH: Describe approach to coordination and co-creation with IDH. Including roles and responsibilities and expectations from IDH.

3	Service Level Agreement (SLA) template	The SLA template must include the following: • Reporting elements and frequencies. • Service windows. • Mean time to Restore (MTTR) for high, medium, and low priority (security) issues. • Problem management processes. • Contact information and escalation matrices. • End-to-end platform availability of 99% excl. downtime for planned maintenance, which is sufficiently backed by, if any, Applicant's 3rd party agreements. Mean time to Restore (MTTR) of maximum 4 hours for high priority issues, applicable within office hours (Mo-Fr 08.00-17.00 hrs CET). <i>The SLA template shall include and be limited to technical and operational details. In the event the Applicant is chosen, further details of the SLA template will be discussed between IDH and the chosen Applicant.</i>
4	Applicant's general company profile requirements	The Applicant's company profile must include the following: • Description of location and ability to travel to facilitate meetings in the Netherlands at least 4 times a year. • Description and supporting documentation on how the company has affinity for or commitment to environmental sustainability, working conditions in emerging economics, or other sustainability goals and efforts. • Affinity or commitment to environmental sustainability, working conditions in less-developed countries or other sustainability goals and efforts • Language proficiencies for carrying out the proposed activities to achieve the listed objectives. • Ability to invoice and submit financial settlements in Euros (€). Any currency risk is borne by the Applicant. • Ability and willingness to live up to IDH's Code of Conduct (Annex 5a) and Safeguarding Policy (Annex 5b)

10.2 Budget and Tender form

The budget and the tender form will be assessed in accordance with the procedure that is described in Chapter 8. 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. The budget should reflect the total estimated hours for the three workstreams e.g. i) Development effort ii) Maintenance and service effort and iii) any other costs as explained in Chapter 5. It should also reflect the bottom-up build-up of the budget and clearly reflect the assumptions made and hourly rates calculated for each of the workstreams and expected job profiles.

The Applicant must submit a budget that is split out as stated above and a total budget figure per year as well as a total budget figure for three years (two-year Contract and potential one-year extension). The budget must be submitted in euros (€) and show costs with and without VAT. Any currency risk is borne by the Applicant.

10.3 Description per reference for Suitability Requirements

The requirements for these references are stated in Paragraph 10 .1 and Annex 2.

10.4 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.

10.5 Documentary Evidence

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 below. When the evidence shows that the selected Applicant does not comply or does not provide the required evidence within 7 calendar days, IDH will award the Contract to the Applicant ranked second.

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.
- 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.

10.6 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.

11. 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 Chapter 10 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 10.1 of the Tender Guidelines and Annex 2 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.

11.1 Evaluation committee

The evaluation committee has been assigned the task to evaluate the Tenders and will also make the award decision based on their knowledge of the purpose of the SM tool and the required technical specifications. The Evaluation Committee shall consist of three people, 1) the Salary Matrix Product Owner, 2) Neutral Technical Advisor; and 3) Deputy Director Food Crops and Ingredients.

11.2 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 50% of the total score, while price will account for 50% of the total score.

11.3 Evaluation criteria – quality and price

The evaluation criteria are compared and weighed according to the procedure below. These are listed in the Salary Matrix 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.

11.4 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 the importance to the tender issuer.
- **Compliance Score:** A score awarded to each requirement based upon the Applicant's compliancy 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 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.

The Applicant with the highest number of points has the most economically advantageous tender and is awarded the Contract.

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 "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.

11.4.1 Weight categories

The tender distinguishes three (3) weight categories for the issued requirements:

- Must have or Knock Out Criteria (M-1):
Solutions that do not meet all (M) - requirements cannot be considered as viable options, regardless of their score on other requirements.
- Should have (S-2):
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-3):
Includes requirements that would add extra value to the solution but are not deemed necessary to perform core functionality.

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

Legend for priority categories		Weight	Max. score
M-1	- must have: Proposals that do not meet this requirement cannot be considered as viable options (Knock Out)	K.O.	n. a.
S-2	- should have: Functionality is highly desired, but the solution is viable without it.	100%	10
C-3	- could have: Functionality that add extra value to the solution but are not necessary for core operations	50%	5

11.4.2 Compliance scores

In Annex 2, 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

11.4.3 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
1: Development, design and technical documentation of the Salary Matrix tool functionalities	90
2: Maintenance, IT Helpdesk, SaaS (Software As A Service) and Service and Support SAAS	45
3: Service Level Agreement	10
4: General company profile requirements	15
Total weighted requirement scores	170

11.5 Presentation

All Applicants are invited to present their Proposal to the evaluation committee on the 9th and 10th of June 2022 as outlined in the schedule in Paragraph 8.3. The date and time reserved for each presentation will be announced by email after the suitability requirements and provided references (Paragraph 9.4.) have been checked and approved. The presentation serves for the Applicants to clarify their Proposals to IDH in case the Proposal raised questions. The presentation will not be awarded with additional scores.

The presentation, including a question round, will take a maximum of 30 minutes and include the following elements:

- brief introduction of all persons present (maximum 5 minutes);
- presentation of the Proposal (maximum 10 minutes);
- opportunity to ask questions (maximum 15 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 during the presentation, in case such material was not included in the submitted Proposal. 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.

11.6 Award

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

12. 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 email 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 11.5 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.

13. 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 Applicants. By refraining from filing in 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.

14. Miscellaneous

14.1 Variants

Variants are not allowed.

14.2 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.

14.3 Award

IDH has set out the terms and conditions in these Tender Guidelines and its 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.

14.4 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.

14.5 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.

Annexes

Annex 1: Salary Matrix Tender Scoring Template Manual

Annex 2: Salary Matrix Tender Scoring Template

Annex 3: Salary Matrix Technology Stack

Annex 4: Model Question Form

Annex 5a: IDH Code of Conduct

Annex 5b: IDH Safeguarding Policy

Annex 6: Data Processing Agreement