



Stichting IDH

**Development, Service and
Maintenance of the IDH
Environmental Footprint Tools**

Tender Guidelines

19 January 2024

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idh
transforming markets



Stichting IDH
P.O. Box 1241, 3500 BE Utrecht

Tender: Development, Service and Maintenance of the IDH Environmental Footprint Tools.

On behalf of Stichting IDH
Open public procurement procedure (*'Openbaar Procedure'*)

Tender Guidelines

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Table of Contents

1. Introduction	5
2. Definitions.....	6
3. Assignment information.....	7
3.1 <i>Environmental Footprint Tools Background</i>	<i>7</i>
3.2. Assignment framework	8
3.2.1. Development Team	8
3.2.2. Communications and legal	8
3.2.3. IT-support	9
3.2.4. Policies	9
3.2.5. Data Processing Agreement.....	9
3.3. Objectives and requirements	9
3.3.1. Objectives	9
3.3.2. Service Level Agreement (SLA)	10
3.3.3. General Consultant profile requirements.....	11
4. High-level technical information	11
4.1. The Environmental Footprint Tools	11
4.1.1. Functionality of the Tools.....	11
4.1.2. The EFT Input sheet.....	12
4.1.3. The Tools.....	12
5. Pricing and budget.....	13
6. Assignment Schedule	13
7. Description of the tender procedure.....	15
7.1. Tender procedure	15
7.2. Selection Procedure	15
7.3. Questions.....	16
7.4. Proposals.....	17
7.5. Tender conditions	17
7.6. Testing and weighing.....	18
8. Grounds for exclusion and suitability requirements	18
8.1. Suitability Requirements: Technical ability	18
8.2. References.....	18
8.3. Professional qualifications	18
9. Documents to be submitted with the Proposal	19
9.1. Narrative Proposal	19



9.2.	Budget.....	21
9.3.	Description per reference for Suitability Requirements	21
9.4.	ESPD-form in accordance with the template in TenderNed.....	21
9.5.	Documentary Evidence.....	22
9.6.	Term of validity	22
10.	Evaluation of the Proposals.....	22
10.1.	Evaluation committee	23
10.2.	Award criterion: MEAT.....	23
10.3.	Evaluation criteria – quality and price.....	23
10.4.	Scoring mechanism	24
10.4.1.	Criterion Quality	24
10.4.2.	Criterion Price	25
10.4.3.	Weighting	26
10.5.	Presentation.....	26
10.6.	Award.....	27
11.	The Contract: core elements of the Letter of Assignment	27
12.	Communication and Confidentiality	28
13.	Disputes	28
14.	Miscellaneous.....	28
14.1.	Re-assessment.....	29
14.2.	No remuneration	29
14.3.	Post-award inability to perform	29
15.	Disclaimer	29
16.	Annexes	29



1. Introduction

Stichting IDH (“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.

On the basis of these **Tender Guidelines**, IDH aims to select a party or multiple parties that can **further develop, service and maintain the Environmental Footprint tools of IDH** (the “Tools”).

This tender procedure is subject to Dutch Procurement Law 2012 (Aw 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(s) will be awarded.

These Tender Guidelines cover the entire tender procedure. Chapters 6 – 11 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 Chapter 8.3 of these Tender Guidelines.

IDH reserves the right to update, change, correct, 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 (as defined below) 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 aforementioned 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.

IDH is looking for an **IT provider, a database provider, and a Life Cycle Analysis (“LCA”) expert to develop, service and maintain IDH’s Environmental Footprint Tools** for the Fruit and Vegetable sector, the Aquaculture sector, the Flowers sector, the Spices sector, and the Juice sector.

The assignment will be split up into three plots (“*percelen*”): one plot for an IT provider, one plot for a database provider, and one plot for a LCA expert. Each provider will receive their own Contract (as defined below) with IDH. All plots will be evaluated and awarded separately; therefore, if an Applicant (whether it is an individual company or multiple companies applying as a consortium) applies for two or all plots, the potential award of one plot will not automatically award the Applicant of the other plot(s) that it has applied for.



2. Definitions

Applicant	Any person, company or consortium of companies 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 agreement between IDH and Consultant(s) to be signed upon awarding of the Assignment(s), also referred to as the Letter of Assignment, or LoA, or Agreement.
Consultant(s)	The Applicant(s) who has (or have) been awarded the Contract by IDH, based on the most economically advantageous offer.
ESPD-form (in Dutch 'formulier UEA')	The European Single Procurement Document (ESPD) form (in Dutch <i>Uniforme Europees Aanbestedingsformulier (UEA) formulier</i>) – is the European standard form that is used for tender procedures. The ESPD-form is a declaration by the Applicant about its financial condition, ability, and suitability for the purpose of this tender procedure.
Grounds for Exclusion	As described in Chapter 8 of these Tender Guidelines.
IDH	Stichting IDH, the contracting authority.
Plot ('percel')	One of the 3 “sub-assignments” that these Tender Guidelines intend to award. The Tender Guidelines include 3 plots: 1. PLOT 1: Maintenance of the excel based tools and development of an online tool (IT) 2. PLOT 2: Access to and updates of databases 3. PLOT 3: Environmental Expertise (LCA Consultant)
Proposal	An offer submitted by the Applicant to IDH in response to these Tender Guidelines
Sector Initiatives	IDH's five initiatives in which IDH convenes diverse stakeholders to co-develop, test and scale solutions: (i) the Sustainability Initiative Fruits and Vegetables (SIFAV), (ii) the Floriculture Sustainability Initiative (FSI), (iii) the Aquaculture Working Group on Environmental Footprint (AWG), (iv) the Sustainable Spices Initiative (SSI), and (v) the Sustainable Juice Covenant (SJC).
IDH programs	Sector programs where IDH is active.
The Tools	IDH's excel based Environmental Footprint tools: (i) the Fruit and Vegetable sector tool, (ii) the Aquaculture sector tool, (iii) the Flowers sector tool, (iv) the Spices sector tool, and (v) the Juice sector tool.



3. Assignment information

With this tender procedure, IDH aims to select a party or multiple parties that can provide (1) IT services for the maintenance of the Tools and development of an online tool, (2) access to and updates of databases, and/or (3) LCA services and expertise to further develop, improve, service and maintain the Tools and general support on life cycle analysis methodology and to the different working groups under IDH's Sector Initiatives, as well as potentially develop a tool for additional IDH programs.

The tender consists of three plots: (1) one for IT services for the maintenance of the Tools and development of an online tool; (2) one for access to and updates of databases; (3) and one for LCA expertise. We welcome individual experts to apply for one or more plots under this tender, as well as multiple companies to jointly apply for one or more plots.

The Consultant is expected to carry out this work in close collaboration with the IDH program managers responsible for the development of the Tools. The Consultant is required to dedicate a continuous availability of agreed capacity and resources to the Assignment.

3.1 Environmental Footprint Tools Background

IDH convenes diverse stakeholders in its Sector Initiatives. By bringing stakeholders together, companies are able to co-develop, test and scale solutions. As the stakeholders often face similar challenges, they benefit by sharing their experience and solutions across sectors. The following Sector Initiatives have set targets for improving the environmental performance of the supply chains of the products that companies that take part in those initiatives trade:

- Sustainability Initiative Fruits and Vegetables (SIFAV)
- The Floriculture Sustainability Initiative (FSI)
- The Aquaculture Working Group on Environmental Footprint (AWG)
- Sustainable Spices Initiative (SSI)
- Sustainable Juice Covenant (SJC).

For their 2025 and 2030 agendas, the Sector Initiatives above aim to address the environmental impact of the sector. Most of the Sector Initiatives have set reduction targets to reduce the carbon footprint (and on other topics) of products that they have in scope.

For this reason, IDH has taken the initiative to build the Tools, originally in an excel based form, with which the environmental footprint of the respective products can be measured. The Tools were built in close collaboration with a service provider contracted by IDH (this service provider is not excluded from applying for this tender procedure).

The Tools will require a continuous improvement process for the years to come. IDH has furthermore found that the Tools, in their current Excel format, are neither scalable nor user-friendly. IDH is therefore looking to engage a Consultant that can provide (i) IT services for the maintenance of the Tools as well as the development of (and transition into) an online tool, (ii) access to and update of the relevant databases, and (iii) LCA advisory services to make sure that the Tools remain up to date.

Therefore, IDH is looking for one or more Consultant(s) that can provide services that cover three plots:

PLOT 1: Maintenance of the excel based Tools and development of an online Tool (IT)



- Continue the maintenance of the excel based Tools (for SSI, SIFAV, SJC and AWG)
- Update the Tools to include a dashboard report that includes feedback mechanisms (benchmarking output data of users (both on production level and trade level) to the average of others; providing advice on what hotspots to prioritize) to everyone in the supply chain. (for SSI, SIFAV, SJC and AWG)
- Create a Tool for additional products or commodities in existing tools, and/or create additional Tools for other IDH programs
- Develop an online Tool for Aquaculture (on the basis of the existing excel based tool) or create an add-on tool to existing tools. The Aquaculture Tool has to cover the scope from cradle to retail (for AWG).

PLOT 2: Access to and updates of databases

- Ensure updates of databases. (For SSI, SIFAV, SJC, and AWG)
- Continue providing access to the databases that underlie the tools. (For SSI, SIFAV, SJC, and A WG).

The excel Tools currently have access to the following secondary databases, and will remain to have access up to 2025:

- Ecoinvent
- Agrifootprint
- GFLI

IDH is willing to include new databases, if they are deemed to be more relevant and representative.

PLOT 3: Environmental Expertise (LCA Consultant)

- Provide advisory services, to make sure that the Tools are up to date with the most recent methodologies (e.g. GHG protocol ISO, EU HFCR/PFCR) reporting initiatives and guidelines (e.g. SBTi FLAG Guidance, GRI) and legal requirements (e.g. EU CSRD and the ESRS, TCFD). (For SSI, SIFAV, SJC, and Aqua WG)
- Provide advisory services to add topics such as antibiotic use to the existing Tools
- Provide advisory services to create a methodology for measuring the GHG footprint for other IDH programs.

3.2. Assignment framework

3.2.1. Development Team

The development and adjustment of each sector specific Tool will be managed by the different Program Managers per sector. All other team members for the delivery of services are to be provided by the Consultant. As the features and priorities vary per Sector Initiative, the Consultant will be required to provide different services. For more information, please refer to Chapters 3.1. and 3.3.1. of these Tender Guidelines.

3.2.2. Communications and legal

IDH has internal capacity for communications and legal matters. The IDH communications and legal teams are not a part of the Sector Initiatives team. They may be involved for consultation if and when required, which will be organized by the relevant Program Managers.



3.2.3. 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 Tools.

3.2.4. Policies

IDH has a limited number of internal policies and strategies relevant to the Assignment, which include the IDH Code of Conduct and the Safeguarding Policy. IDH's policies and strategies are embedded in the IDH General Terms and Conditions. The IDH General Terms and Conditions (Annex 5), the IDH Code of Conduct (Annex 7) and the IDH Safeguarding Policy (Annex 8) are annexed to these Tender Guidelines. IDH expects the Applicants to acknowledge and adhere to these policies.

3.2.5. 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.

3.3. Objectives and requirements

3.3.1. Objectives

The objectives of this Assignment include:

1. PLOT 1: Maintenance of the excel based tools and development of an online tool (IT)

- Maintaining and servicing the excel based Tools for day-to-day availability and performance, primarily the completion of currently partially developed functionalities for those Sector Initiatives that are already using the excel Tools (for SSI, SIFAV, SJC, AWG).
- Updating guidance documents when required and being transparent on calculations (for SSI, SIFAV, SJC, AWG).
- Designing and building new functionalities in the excel based Tools, for example by providing a dashboard of feedback that traders can offer to producers and other supply chain partners, for example comparing producers to existing LCA literature and amongst each other; as well as providing feedback to producers on what to focus on (for SSI, SIFAV, SJC, AWG).
- Design the dashboard in a way that the footprint is shown for the specific supply chain stage more clearly (for SSI, SIFAV, SJC, AWG).
- Change dashboard to include data quality, e.g. that if a calculation is done by only filling in 40% of the data, it is understood that the footprint was not based on lack of inputs (for SSI, SIFAV, SJC, AWG).
- Include upcoming guidelines and methodology (e.g. FLAG, Biodiversity, Horticulture PEFCR (for SSI, SIFAV, SJC, AWG).
- Update to enable Pesticide indicator/ or other developed indicators (for SSI, SIFAV, SJC).
- Update Tools to include SBTi accounting, as well as the EU reporting directive.
- Update Tools for financial institutions/requirements TCFD for (for SSI, SIFAV, SJC, AWG).
- Update Tools to include other languages (Spanish, Vietnamese, Thai, Portuguese. The translation has partially happened, and IDH can arrange the translation, but we expect the Consultant to integrate it into the tool) (for SSI, SIFAV, SJC, AWG).



- Expand or develop tools for other commodities (Oysters-seaweed-bivalve in aqua; potentially tea/coffee etc.)
- Environmental footprint **online** Tools design and build for Aquaculture, primarily:
 - a. Designing and building an online version of the aquaculture Tool. We are open to integrating with, or adding functionalities to, existing Tools.
 - b. A front end that increases “ease of use” of the tooling.
 - c. Developing integrations with (data) partners through APIs.

2. **PLOT 2: Access to and updates of databases** (for SSI, SIFAV, SJC, AWG)

Enabling access to databases for the online tools.

- The excel Tools currently have access to the following secondary databases, and will remain to have access up to 2025:
 - Ecoinvent
 - Agrifootprint
 - GFLI
- Licenses to the same (and potentially more representative) databases might be needed for online Tools. We expect the Consultant to enable access to databases and include the licenses as part of their service provision.
- Potentially update databases with sector specific LCI data.

3. **PLOT 3: Environmental Expertise (LCA Consultant)**

Environmental Consultancy on LCA methodology (including GHG footprinting). For example:

- How does the changed methodology such as the CSDR change the current tools utilized by the SI cluster program (for SSI, SIFAV, SJC, AWG)?
- How to include databases that are representative yet have sufficient quality on land conversion (for AWG)?
- How to integrate these Tools with organizational footprinting, next to product footprinting (for SSI, SIFAV, SJC, AWG)?
- How can companies make claims, moving forward (for SSI, SIFAV, SJC, AWG)?
- Create methodology for other IDH programs, or additional species (bivalves in AWG) or products.
- Support to the IDH teams as well as user questions on methodology (for SSI, SIFAV, SJC, AWG).
- Data analysis of IDH SI member’s product environmental footprints (if needed) (for SSI, SIFAV, SJC).
- Clearly define how the methodology might deviate from the PEFCR and what impact it has on verification (for SSI, SIFAV, SJC, AWG).

As development efforts continue, other functionalities might be added during the duration of the Contract.

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.

3.3.2. Service Level Agreement (SLA)

The Consultant will be contracted via IDH ‘s Letter of Assignment. IDH will furthermore require a Service Level Agreement (SLA) as a supplementary part of the Contract to the Consultant(s) who will be awarded Plots 1 and 2.



3.3.3. General Consultant profile requirements

IDH highly values that its partners adhere to a level of affinity with the sustainability agenda of IDH. Requirements on the Consultant profile therefore relate to:

- The Consultant's sustainability profile and/or effort
- Means and frequency of meetings
- Lead contacts and escalation channels
- Language requirements
- Currency requirements for billing purposes.

4. High-level technical information

4.1. The Environmental Footprint Tools

For companies to measure their environmental footprint in the same way, using the same methodology thus making products and producers comparable, IDH, in collaboration with a service provider, developed an Environmental Footprint tool for each Sector Initiative (jointly referred to as the "**Tools**"). Each sector initiative has its own toolkit, covering the different products and sectors.

The Tools are excel-based Tools that calculate the environmental footprint of different supply chains. These calculations are based on a methodology that has been developed jointly by IDH and the current service provider specialized in Life-Cycle Analysis. The excel-based Tools are sourcing data from a variety of underlying databases whose access is provided by the current service provider.

The objective of the Tools:

- To ensure that users (retailers, traders, producers) can evaluate their environmental impacts of supply chains.
- To provide insight into environmental hotspots in the value chain, allowing to track the environmental performance of a product over time, and to compare different products.
- To enable the users to assess the carbon footprint, water (scarcity) footprint, as well as impacts on ecotoxicity and eutrophication. Despite not exactly an impact indicator, losses are also included in its scope, and plastic use is included in the aquaculture footprint tools.
- The EFT Tools are meant for internal use by Sector Initiatives' members only and cannot be used to make any external claims, as the data is currently not verified.

The actual users of the Tools are generally Sustainability / Procurement managers / Production plant managers, who enter production, processing and transport data per supply chain step into an excel sheet. The Tools should be accessible for companies with staff that have no background in Life-Cycle Analysis.

4.1.1. Functionality of the Tools

The current Tools are divided into two separate Excel files. The first Excel is named "Environmental Footprint Kit (EFT) Input sheet" (the Input sheet), and it is dedicated to the data collection process. It can be sent out to different actors along the supply chain (feed companies, hatcheries, farms, handlers, distribution, retail), each of them filling in the part that concerns them. The second Excel is named "Environmental Footprint Kit (EFT) Tool" (the Tool sheet), and it is dedicated to the analysis and



visualization of the collected data. A specific functionality allows the two Excel files to connect, exporting the data from the Input sheet and importing it into the Tool sheet. The Input sheet follows the supply chain linked to a single farm. Vice versa, the Tool sheet allows to store data imported from up to 100 Input sheets at the same time. The Tool sheet focuses on different environmental impact indicators (GHG, Freshwater use, eutrophication, plastic use, food loss and waste, ecotoxicity, soil health), depending on the Sector Initiative.

4.1.2. The EFT Input sheet

- The EFT Input sheet is the Excel file dedicated to data collection. It is organized into multiple tabs, reflecting the product's supply chain. The user can select which Impact Indicators that he/she wants to analyze in the Tools. This choice will influence the amount of data points that have to be filled in (only for SIFAV and SSI).
- All data points are considered mandatory, except where differently indicated. In certain sections, default values can be selected in case no data is known or available. Once all data points are filled in, the process of data collection is completed, and the EFT Input sheet can be connected with the Tools for data analysis and visualization.
- Then users proceed by filling in the data in every tab (or ask the relevant actor in the supply chain to fill it out). Each tab is organized in several sections, to help users understand what the data points refer to. Every data point has a name, a description, and a unit. In some cases, the value has to be selected from a drop-down list.

4.1.3. The Tools

- Data can be imported from one or more EFT Input sheets using the button in the "Import data" tab. Once the data is imported into the Tools, it is hard copied. This means that even if the original Input sheet is lost or its location changed, data will still exist in the Tools. It is anyway suggested to keep all original EFT Input sheets in an orderly manner to trace back data if needed.
- For SIFAV (but not for the Aqua tool). Every dataset originating from an EFT Input sheet is identified with an ID (automatically created). This makes every dataset recognizable and unique. In the case that a dataset with the ID identical to an already existing dataset is imported, the Tools will ask whether the existing dataset should be overwritten or whether the new dataset should be ignored. A maximum of 100 datasets can be uploaded in one tool.
- Deleting a dataset is not possible, but if some of its values are wrong, then the dataset can always be overwritten simply maintaining the same ID.
- The results of the data analysis are initially shown separately for every indicator (5 tabs including food losses). In these tabs, up to 10 different products can be selected to compare their performance against that indicator. Results are then displayed in numerical and graphical form. The description will help the user to understand how to interpret each graph and table (i.e., what the values refer to, or what the units are).
- Results are also shown cumulatively in the tab 'Total production', where results can be seen for one product or for the entire production, comparing different years. This tab is particularly relevant to help the user monitor the environmental performance over the years and track progress.
- In the last tab 'Table', all results for all datasets are summarized, so that the user can use them for other purposes, if needed.

As for the methodology, the EFT has used the following LCA standards as guidelines:

- The ISO 14040 / 14044 standards (ISO, 2006b), that define the basic LCA principles.
- The Product Environmental Footprint Category Rules (PEFCR), developed by the European Commission (European Commission, 2017), are used as the overall calculation methodology.



- When there is a specific PEFCR for a particular food crop, this is used as well.

5. Pricing and budget

The Applicant is to provide a budget for the Assignment, for the full duration of the Contract, for the plot(s) the Applicant applies to. A budget for each of the plots that the Applicant applies to shall be included. This budget will have to cover the following plots.

1. Maintain and develop the Tools (IT)

- Maintenance and support effort.
The required working hours for this workstream are continuous and expected to be relatively stable throughout the entire contract period from April 2024 – December 2025. Estimated at a total average of 24 hours per month.
- Development Effort
The required man hours for development (incl. design) in the period from April 2024 – December 2025 are estimated at up to 40 hours per month for the entire multi-disciplined development team.

2. Access and updates to databases

- Database licenses

3. Environmental consultancy

- All activities as listed under Environmental Consultancy.
The required man hours for this workstream are continuous and expected to be relatively stable throughout the entire contract period from April 2024 to December 2025. Estimated a total average of 24 hours per month.

Additionally, the Applicant must submit the following, alongside the budget for the plot(s) that the Applicant applies to:

A. Any other costs

- Any other costs related to the Assignment deemed necessary by the Applicant for the duration of the Contract.

IDH encourages existing tool owners to apply to integrate their existing tool with the IDH Tools. If this is proposed by the Applicant, we expect to see this reflected in the budget as an in-kind contribution of the Applicant.

The Applicant **must submit a budget per plot** that is split out as stated above and a total budget figure per year as well as a total budget figure for the original duration of the assignment (21-month Contract). **The budget must be submitted in euros (€) and show costs both including and excluding VAT.** Any currency risk is borne by the Applicant. We ask Applicants to use the budget template provided by IDH (attached hereto as Annex 10), as further described in Chapter 9.2. of these Tender Guidelines.

6. Assignment Schedule

The Assignment schedule is a suggestion for the planning of the services and deliverables and reflects the current needs of the Sector Initiatives working on the Tools.



The Assignment is envisioned to start in April 2024 and end in December 2025. The intent of IDH engaging the Consultant for this Assignment is to establish a longer-term collaboration beyond an initial 21-month 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 Consultant(s) can agree to amend the budget using the same hourly rates submitted.

Based on this evaluation, IDH may offer the Consultant a contract extension of up to 15 months. 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 an 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.

The deliverables of this assignment will be:

Deliverables of assignment	Deadline
Maintenance of the Environmental footprint Excel toolkit (IT)	Ongoing
Develop tools (IT)	Ongoing
Access to databases	Ongoing
Environmental Consultancy on LCA methodology	Ongoing

Following handover and onboarding, the first series of developments 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. During this period, the responsibilities of the current service provider will be transferred to the Consultant who is awarded the Contract.

In accordance with the agreement in place with the current service provider, the current service provider is required to support the transfer of the current processes, documentation, attributes, and knowledge to the Consultant(s) who will be awarded Plot 1 and 2. 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 Tools and corresponding information, processes, and calculations. 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, licenses, certifications, or other technical attributes to operate. 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. Description of the tender procedure

This tender is subject to the rules of the Dutch Procurement Law 2012, specifically the open procedure ('openbaar 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.

7.1. 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 8 of the Tender Guidelines). After this first assessment, the Proposals and Applicants that meet the requirements will be assessed against the evaluation criteria per plot. The Contract(s) per plot 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 criterion 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 criterion will also account for 50% of the total score.

7.2. Selection Procedure

The procedure will be as follows:

1. Publishing the tender.
2. Option to submit questions regarding the assignment and the Tender Guidelines. Questions will be answered via an information notice that will be shared with all Applicants that indicate their interest in the Assignment or submitted questions.
3. Evaluation of the Proposals by the evaluation committee, per plot. The evaluation committee will evaluate the proposals based on the selection criteria as published in these Tender Guidelines and may invite the top 2 Applicants per plot, up to a maximum of 6 Applicants in total (for the complete Assignments), to do a team pitch.
4. Pitch of the top Applicants
5. Decision on selection of the Consultant(s).
6. Inception meeting with the selected Consultant(s).

The schedule below indicates the timelines for the tender procedure:

Tender process		Timeline
1	Tender Guidelines published	19 January 2024
2	Closing date questions*	2 February 2024, 5 p.m. CET
3	Publication of information notice	19 February 2024
4	Deadline for submission of proposals*	5 March 2024, 5 p.m. CET



5	Team pitch**	13-14 March 2024
6	Provisional award of the Contract	19 March 2024
7	Award of the Contract	9 April 2024
8	Start of the Contract	15 April 2024

* The dates specified above at 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 sole discretion of IDH. **Proposals submitted after the deadline will be returned and will not be considered in this tender procedure.**

** IDH may request shortlisted Applicants to a pitch session at the IDH HQ in Utrecht, Netherlands or via video conference.

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 or incompleteness of the documents referred to in Chapter 9 of the Tender Guidelines can lead to exclusion from further participation in the tender procedure. This is also the case when the minimum requirements listed in Chapter 9 of the Tender Guidelines are not met.
- If the proposal is complete, the selection committee will evaluate the proposal based on the criteria as mentioned in Chapter 10 of the Tender Guidelines.

The plots of the Assignment will be awarded to the Consultant(s) with the most economically advantageous tender. This is determined based on the evaluation criteria price and quality.

IDH will reject the proposal if any illegal or corrupt practices have taken place in connection with the award or the tender procedure.

7.3. Questions

Questions regarding the assignment or the Tender Guidelines can be submitted until **2 February 2024, 5:00 p.m. CET**, via TenderNed. With the express mention: "Questions tender Environmental Footprint Tool".

Questions must be submitted in the English language and using the Model Question Form, attached to these Tender Guidelines as Annex 3.

The submitted questions will be grouped, anonymized, and combined in an information notice. This notice will be sent to all Applicants in a reply to the email in which the questions were submitted.

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 service provider. When IDH indicates that questions have not been received by IDH before the indicated deadline, the Applicant must demonstrate that the questions were sent in a timely manner.
- IDH will publish the information notice on TenderNed (reference number: 392544) on 19 February 2024.
- 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.

7.4. Proposals

The proposal must be submitted via the TenderNed Platform **before and no later than 5 March 2024, 5 p.m. CET**.

The proposal should be drafted and submitted in accordance with all requirements of the Tender Guidelines. Please see Chapter 9 for an overview of all documents that must be submitted with the Proposal.

7.5. Tender conditions

The following terms and conditions apply:

- The proposal deadline is a firm date. **Proposals that are not received before 5 March 2024, 5 p.m. 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 7.3 of these 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, which must include a Narrative Proposal and budget for each of the plots that the Applicants applies to. The Applicant that submits more than one (1) Proposal for the same plot(s) will be excluded from the Tender Procedure.



7.6. Testing and weighing

The assignment will be awarded to the Applicant with the most economically advantageous tender. The most economically advantageous tender is determined on the basis of the evaluation criteria of price and quality. More information on the scoring criteria can be found in Chapter 10.4 of the Tender Guidelines.

8. Grounds for exclusion and suitability requirements

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 Articles 2.86 and 2.87 of the Dutch Procurement Act.

The evaluation committee will use the completed ESPD-form with accompanying information to assess the Proposals against the Ground for Exclusion.

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 ESPD-form with the utmost care.

8.1. Suitability Requirements: Technical ability

The Applicants will show that all Suitability Requirements as stated in Annex 2 are met. Proposals that do not meet such requirements cannot be considered as viable options (Knock Out), will not be further assessed and can therefore be **excluded from further participation in the tender procedure**.

8.2. References

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:

- 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.

8.3. Professional qualifications

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



9. Documents to be submitted with the Proposal

All documents referred to in this Chapter must be submitted. **The absence or incompleteness of any of the documents referred to in this Chapter 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:

Content:

1. A succinct, well-documented Narrative Proposal document addressing the requirements set out in the Tender Guidelines, as further described in Chapter 9.1 of the Tender Guidelines. Applicants that intend to bid for more than one plot must submit separate Narrative Proposals for each of the plots that they apply for.
2. The completed Annex 2 (the Environmental Footprint Tools Tender Scoring Template), in order to present a proof of compliance with all requirements. The Applicant must fill Annex 2 only for the plot(s) that it applies to.
3. Maximum of three client references.
4. An overview of the project team, including the CVs of the project team members.
5. Budget presented in Euros (both including and excluding VAT), with a break-down of days-/rate per project team member, as described in Chapter 9.2 of the Tender Guidelines and in the budget template (Annex 10), and the figure for the original duration of the assignment (21-month Contract). We ask Applicants to use the budget template provided by IDH (Annex 10) to submit the budget: If an Applicant applies for two or all plots, the Applicant must fill in the budget template Excel sheets of the respective plots that it applies for.

Administrative:

6. Completed and signed ESPD-form (attached hereto as Annex 9), as described in Chapter 9.4 of the Tender Guidelines.
7. Copy of most recent (audited) financial accounts.
8. Upon request from IDH, an extract of the entry in the local Chamber of Commerce or comparable register in the country of establishment, as described in Chapter 9.5 of the Tender Guidelines.
9. Upon request from IDH, 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, as described in Chapter 9.5 of the Tender Guidelines.

9.1. Narrative Proposal

The Applicant must provide a Narrative Proposal together with a completed Annex 2 (the Environmental Footprint Tools Tender Scoring Template) in order to present a proof of compliance with all requirements. Annex 2 must be filled only for the plot(s) that the Applicant intends to apply for. 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 per plot (excl. SLA). Pages exceeding this limit will not be considered in the Proposal. Applicants that intend to bid for more than one plot must submit separate Narrative Proposals for each of the plots that they apply for and they must clearly indicate in the Proposal for which plot it refers to.

The specific deliverables and descriptions that are required for each component are explained in Chapter 3 of these Tender Guidelines. IDH expects the Applicant to provide a Narrative Proposal, in accordance with this of the Tender Guidelines, that contains the following chapters, i.e., components:

Plot	The proposal should clarify at least the following aspects for the objectives
PLOT 1	
Maintenance of the Environmental footprint Excel toolkit; and Develop tools	• Approach. • Team capacity. • Organizational capacity and network. • Experience with user friendly tools, and experience with user friendly dashboards for companies and farmers. • Coordination and co-creation with IDH.
Applicant's general company profile requirements	• Description and supporting documentation on how the company has affinity for or commitment to environmental sustainability or other sustainability goals and efforts. • 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 Data Processing Agreement (Annex 6) Code of Conduct (Annex 7); and Safeguarding Policy (Annex 8).
PLOT 2	
Access to and updates of databases	• Approach. • Organizational capacity and network. • Representativeness of agriculture and aquaculture data of Southern countries (non-EU). • Procedure, including average timeframe, of including new data into database.
Applicant's general company profile requirements	• Description and supporting documentation on how the company has affinity for or commitment to environmental sustainability or other sustainability goals and efforts. • 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 Data Processing Agreement (Annex 6); Code of Conduct (Annex 7); and Safeguarding Policy (Annex 8).
PLOT 3	



Environmental Consultancy on LCA methodology	• Approach. • Team capacity in LCA consultancy, covering the sectors in scope. • Organizational capacity and network. • Coordination and co-creation with IDH and their Sector Initiative members.
Applicant's general company profile requirements	• Description and supporting documentation on how the company has affinity for or commitment to environmental sustainability or other sustainability goals and efforts. • 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 Data Processing Agreement (Annex 6); Code of Conduct (Annex 7); and Safeguarding Policy (Annex 8).

9.2. Budget

The budget should reflect the total estimated hours for each of the three plots: i) Maintenance of the excel based tools and development of an online tool (IT); ii) Access to and updates of databased; iii) Environmental Expertise (LCA Consultant) and iv) 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.

IDH encourages existing tool owners to apply as a way to integrate their tool with the IDH excel based tools. If this is proposed by the Applicant, we expect to see this reflected in the budget as an in-kind contribution of the Applicant.

The Applicant must submit a budget in accordance with the budget template (Annex 10), with a total budget figure for the original duration of the Contract (21-month duration). **The budget must be submitted in euros (€) and show costs both including and excluding VAT. If an Applicant applies for two or all plots, the Applicant must fill in the budget template Excel sheets of the respective plots that it applies for.** Any currency risk is borne by the Applicant.

9.3. Description per reference for Suitability Requirements

The requirements for these references are stated in Annex 2.

9.4. ESPD-form in accordance with the template in TenderNed

The ESPD-form (Annex 9) can be made by the ESPD-tool in TenderNed. The outcome is a PDF file of the ESPD-form which must be submitted. The ESPD-form must be completed and signed by a legally authorized representative. The ESPD-form is a uniform statement, in accordance with the Dutch Procurement Law.

The absence of the signed and completed ESPD-form will lead to the exclusion from further participation in this tender procedure.



9.5. 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 Consultant(s) guarantees that these certificates correspond with the actual situation of the selected Consultant 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.

9.6. 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.

10. 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 or incompleteness of the documents referred to in Chapter 9 (Documents to be submitted with the Proposal) of the Tender Guidelines can lead to exclusion from further participation in the tender procedure. The absence of compliance with all compulsory requirements can 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 Chapter 9 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.

All plots will be evaluated and awarded separately; therefore, if an Applicant (whether it is a group of companies or an individual company) applies for more than one plot, the potential award of one plot will not automatically grant the Applicant the award of the other plot(s) that it has applied for.

10.1. Evaluation committee

The evaluation committee has been assigned the task to evaluate the Proposals and will also make the award decision based on their knowledge of the purpose of the Tools and the required technical specifications. The evaluation committee shall consist of the following people:

PLOT 1

- 1) The IDH Aquaculture Program Manager,
- 2) the IDH Program Manager Salary Matrix and
- 3) the IDH Director Sector Initiatives.

PLOT 2

- 1) the IDH Aquaculture Program Manager,
- 2) the Consultant to Aquaculture Working Group,
- 3) the IDH Director Sector Initiatives.

PLOT 3

- 1) the IDH Aquaculture Program Manager,
- 2) the IDH Fruit and Vegetables Program Officer and
- 3) the IDH Director Sector Initiatives.

10.2. Award criterion: MEAT

The Contract will be awarded to the Applicant with the most economically advantageous tender (MEAT) for each plot. 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.

10.3. Evaluation criteria – quality and price

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

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



10.4. 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 compliance statement and corresponding remarks and comments.

The calculation of Compliance Score Component 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 will be calculated on the basis of the lowest offer, which will receive the maximum available points per plot.

The Applicant(s) with the highest number of points per plot will be considered to have the most economically advantageous tender and is awarded the Contract for the plot(s) that it has applied for.

For each plot, if scores of Applicants are equal, 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 Consultant.

10.4.1. Criterion Quality

Weight categories

The tender distinguishes two (2) weight categories for the issued requirements per each plot:

- 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.

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), will not be further assessed and can therefore be excluded from further participation in the tender procedure	K.O.	n.a.
S-2	100%	10



- should have: Functionality is highly desired, but the solution is viable without it.		
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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 "non-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 "non-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	10

Each requirement will be assessed and scored exclusively against the aforementioned scores. For example, it is not possible for an Applicant to get a score of 8 in a requirement – only non-compliant (0), partially compliant (4), compliant (10).

The list of all requirements (must-haves and should-haves) per plot can be found in Annex 2.

Proposal requirements

The below table shows the maximum score for each plot. The scoring of each plot is separately and will be weighted separately.

Plots	Maximum score
1. Maintenance of the Environmental footprint Excel toolkit and Develop tools	70
2. Access to databases	40
3. Environmental Consultancy on LCA methodology	40

10.4.2. **Criterion Price**

The Criterion Price is assessed as follows:



For each plot, the budget with the lowest price (based on the total budget for a potential 3-year Contract (21-month Contract and 15-month extension) will receive the maximum points:

1. PLOT 1: 70 points
2. PLOT 2: 40 points
3. PLOT 3: 40 points

All other will receive points to the lowest offer (for example, Offer A of Plot 1: 80K, Offer B of Plot 1: 100K, Offer C of Plot 1: 130K. Offer A receives 70 points; Offer B receives $(80/100)*70 = 56$ points; Offer C receives $(80/130)*70 = 43,1$ points). All scores will be rounded to the first decimal point.

10.4.3. Weighting

The final score will be weighted based on a 50% score for the overall quality of the Proposal (provided that the Applicant must be compliant with all the knock-out requirements that are part of the Quality Criterion of each plot) and 50% on price.

Here is a summary of the total scoring for each plot:

Plots	Maximum score – Quality	Maximum score – Price	Total maximum score
1. Maintenance of the Environmental footprint Excel toolkit and Develop tools	70	70	140
2. Access to databases	40	40	80
3. Environmental Consultancy on LCA methodology	40	40	80

10.5. Presentation

The two top Applicants for each plot may be invited to present their Proposal to the evaluation committee between 13 – 14 March 2024. The date and time reserved for each presentation will be announced by email after the suitability requirements (as in Annex 2) and provided references 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 presenting (maximum 5 minutes);
- Presentation of the Proposal (maximum 10 minutes);
- Opportunity to ask questions (maximum 15 minutes).

If an Applicant is invited to do a pitch for two or all plots, the Applicant will not have to do multiple presentations, but IDH may solely decide to reserve that Applicant additional time, so the Applicant can do a presentation of the Proposals for all the plots that they have applied to.

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 a maximum of 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.

10.6. Award

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

The Consultant is contracted via a Letter of Assignment, following IDH's template (Annex 4) and its standard General Terms and Conditions (Annex 5).

Submission of a response to these Tender Guidelines and its presentation do not bind IDH to engage the Applicant to provide the requested services. The Applicant is solely responsible for the costs incurred in responding to these Tender Guidelines.

11. The Contract: core elements of the Letter of Assignment

11.1. 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.

11.2. 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.

11.3. 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 Letter of Assignment, 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 willful intent or deliberate recklessness by the Parties or their executives.



11.4. Exit Plan

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

12. Communication and Confidentiality

The Applicant will ensure that all its contacts with IDH, with regards to the tender, during the tender procedure take place exclusively via TenderNed. The Applicant is thus explicitly prohibited, to prevent discrimination of the other Applicants and to ensure the diligence of the procedure, to have any contact whatsoever regarding the tender with any other persons of. If deemed necessary, IDH reserves the right to communicate with the Applicants via email.

The documents provided by or on behalf of IDH will be handled 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. 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.

14.2. 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. 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.

15. Disclaimer

IDH reserves the right to update, change, correct, extend, postpone, withdraw, or suspend these Tender Guidelines, this tender procedure, or any decision regarding the selection or contract award. IDH is not obliged in this tender procedure to make a contract award decision or to conclude a contract with a participant.

Participants in the tender procedure cannot claim compensation from IDH, any affiliated persons or entities, in any way, in case any of the afore-mentioned situations occur.

By handing in a Proposal, **Applicants accept all terms and reservations made in these Tender Guidelines, and subsequent information and documentation in this tender procedure.**

16. Annexes

Annex 1: Environmental Footprint Tools Tender Scoring Template Manual

Annex 2: Environmental Footprint Tools Tender Scoring Template

Annex 3: Model Question Form

Annex 4: IDH Letter of Assignment template

Annex 5: IDH General Terms and Conditions for Services

Annex 6: IDH Data Processing Agreement template

Annex 7: IDH Code of Conduct

Annex 8: IDH Safeguarding Policy



Annex 9: European Single Procurement Document (ESPD-form)

Annex 10: Budget template

Annex 11: Screenshots of the current IDH's Environmental Footprint Tools (example)