

Terms of Reference

Annual progress monitoring for the Sustainable Juice Covenant, January 9, 2020

1. Introduction

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.

IDH acts as the secretariat of the Sustainable Juice Covenant (SJC), a sector initiative with the target of 100% sustainable sourcing by 2030. As the secretariat, IDH was appointed by the Steering Committee of the SJC to manage the SJC activities, budget and coordinate collaboration with stakeholders in the global juice sector.

On basis of these Terms of Reference the Sustainable Juice Covenant aims to select a consultant (also referred to as “SJC review provider” in the Monitoring Protocol) **to monitor and validate the annual progress of the participants of the Sustainable Juice Covenant, per member company and at an aggregate level.**

The Sustainable Juice Covenant consists of a group of private and public organizations that have the shared target of 100% sustainably traded juice, nectars and purees by 2030. The approach to reporting and monitoring under the Sustainable Juice Covenant is described in the Monitoring Protocol. Approximately 14 companies will participate in the monitoring in 2020 (on 2019 data), and we expect that between 15 to 20 companies will participate in the monitoring in 2021 (on 2020 data). IDH reserves the right to update, change, extend, postpone, withdraw or suspend the Terms of Reference, this tender, or any decision with regard to 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. IDH reserves the right to suspend or annul the Tender Procedure at any moment in time.

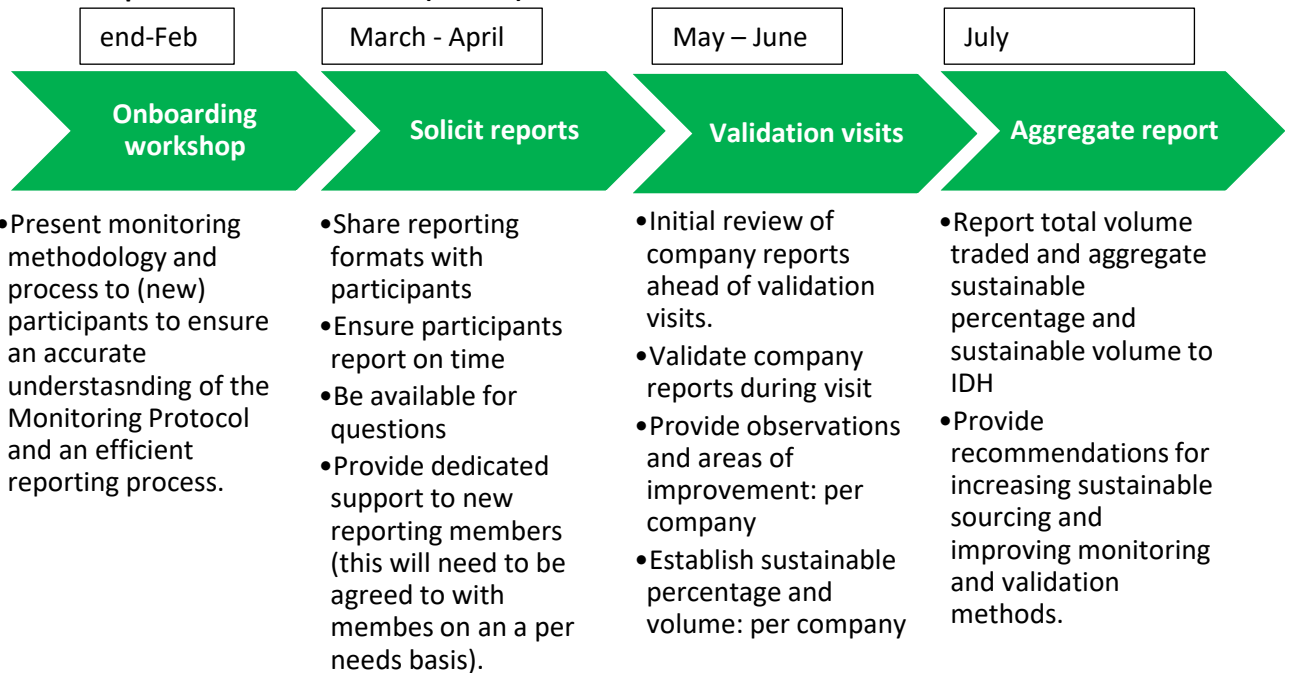
Participants cannot claim compensation from IDH, any affiliated persons or entities, in any way, in case any of the afore-mentioned situations occur.

By handing in a proposal, participants accept all terms and reservations made in these Terms of Reference, and subsequent information and documentation in this tender procedure.

2. Objectives

The overall objective of this assignment is to monitor and validate the member companies’ reported progress towards the target of 100% sustainable sourcing. The monitoring should be based on the attached Monitoring Protocol and reporting formats. The monitoring shall be carried out annually, monitoring reported data that reflects activities in the preceding year. The assignment will cover the monitoring and validation for the next two years (2020 and 2021), with the possibility of extension.

3. Scope and timeline of work (annual)



4. Deliverables and planning

The deliverables and planning of this assignment will be:

Deliverables of project	Deadline
Onboarding workshop	Feb 28, 2020/21
Ensure all participants submit report	April 30, 2020/21
Validate reports of all participants	June 30, 2020/21
Submit aggregate report and provide recommendations to IDH	July 31, 2020/21

5. Resources and input

To prepare this proposal the Tenderer should use the following resources as input:

- The Sustainable Juice Covenant document
- Monitoring Protocol
- Reporting tool

6. Proposal guidelines

In a proposal of **maximum 5 pages**, Tenderers should at least provide the following:

1. Workplan

- a Description of deliverables and activities. A succinct, well-documented approach.
- b Detailed description of the procedures to be followed for validation and the principles underlying these procedures; differentiating between European signatories and signatories abroad, for whom a physical visit might not be feasible.
- c Clear description of the project team, relevant experience of team members and time allocation per team member (including resumes).

The team members need to proof the following experience / knowledge:

- Sustainability standards in both production and processing in the agri-food sector
 - Supply chain quality and certification management systems
 - Monitoring of supply chain / company performance regarding sustainability certification
 - Understanding of the global juice sector (incl. retail)
- d Detailed description of how sensitive data will be protected in this assignment. Ideally, member companies will submit their sourcing data to your company for review ahead of the company visits. However, this will only be on clear assurance of sufficient protection of sensitive data. Members will still have the option to not submit data in advance; in this case, a full review of the data will need to take place during the company visit.
 - e Description of sub-contractors, if applicable

2. Budget

- a Budget for total annual monitoring process, subdivided per deliverable:
 - I. Onboarding workshop
 - II. Dedicated support provided to members that are new to reporting under the Juice Covenant – these will need to be planned as block sessions (3-4 hours) on an ad hoc basis (in consultation with member companies) and should be quoted against an hourly rate.
 - III. Follow-ups to ensure all reporting members submit reports.
 - IV. Company visits to validate members' reports (distinguishing between on-site and off-site validation)
 - V. Generation of aggregate report

(Budget lines I and V should be indicated as a flat fee; budget lines II, III and IV as a flat fee per company)

- b Hourly rates and total time specified for each team member and level of seniority (junior, mid-level, senior expert)
- c All budget line items must be specified in Euros, excluding and including VAT.

3. Additional information

- a Proposed payment structure: ideally, the selected Consultant will invoice budget lines II, III and IV directly to the individual companies; budget lines I and V will be invoiced to IDH.
- b Copy of your policy for the protection of sensitive data
- c Written confirmation that grounds for exclusion are not applicable to Tenderer.

7. Procedure

The procedure will be as follows:

- Inviting consultancy companies to hand in a proposal based on these Terms of Reference.
- IDH team to receive and check proposals for completeness and advise the Sustainable Juice Covenant Steering Committee on the selection of a consultancy. All complete proposals will be submitted to the Sustainable Juice Covenant Steering Committee.
- Evaluation of the proposals by the Steering Committee. The SJC Steering Committee will evaluate the proposals on the basis of the exclusion, selection and award criteria as published in these Terms of Reference. In case the Steering Committee cannot reach a conclusion based on the proposals alone, all Tenderers who have not yet been excluded will be invited to pitch their proposal to the Steering Committee.
- Decision by the SJC steering committee on selection of consultancy.
- Inception meeting of the selected consultancy company and IDH.

Tender process	Timeline
Terms of Reference published	9 Jan, 2020
Deadline for submission of proposals*	27 Jan 2020 – 17:00 CET
Selection of consultancy	7 Feb, 2020

* Proposals submitted after the deadline will be returned and will not be considered.

Proposals should be submitted by e-mail to David Black at black@idhtrade.org before 27 January, 2020 – 17:00 CET

8. Evaluation of the proposals & selection criteria

Grounds for exclusion

1. Tenderers shall be excluded from participation in a procurement procedure if:
 - a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
 - c) they have been guilty of grave professional misconduct proven by any means which the IDH can justify;
 - d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established, or with those of the Netherlands or those of the country where the contract is to be performed;

- e) they or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization, money laundering or any other illegal activity, where such illegal activity is detrimental to the MFA's financial interests.

Tenderers must confirm in writing that they are not in one of the situations as listed above.

2. Tenderers shall not make use of child labor or forced labor and/or practice discrimination and they shall respect the right to freedom of association and the right to organize and engage in collective bargaining, in accordance with the core conventions of the International Labor Organization (ILO).

The proposal will only be evaluated when the proposal is submitted timely and correctly.

Evaluation

The proposal will be awarded to a selected Tenderer on the basis of relevant experience and capacity, in combination with financial competitiveness. This will be determined through the following evaluation criteria:

- Fit of approach with requirements of these Terms of Reference, the Monitoring Protocol and the Reporting Format
- Experience/qualification of the consultants
- Level of data security provided.
- Robustness of validation: credibility, accuracy and completeness.
- Expected time requirement for companies, including administration of payments and contracts
- Reasonable cost

Confidentiality

The Tenderer will ensure that all its contacts with IDH, with regards to the Tender, during the tender procedure take place exclusively in writing by e-mail to David Black via black@idhtrade.org. The Tenderer is thus explicitly prohibited, to prevent discrimination of the other Tenderers and to ensure the diligence of the procedure, to have any contact whatsoever regarding the tender with any other persons of IDH than the person stated in the first sentence of this paragraph.

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

All information, documents and other requested or provided data submitted by the Tenderers 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 Tenderer.

Contact information

Name : David Black

Position : Program Officer

Phone : +31627015045

Email : black@idhtrade.org