

Terms of Reference

Beyond Chocolate

Accountability, monitoring & evaluation design assignment

October 4, 2019

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.

On basis of these Terms of Reference IDH aims to select a party that designs **an accountability framework for the Beyond Chocolate Partnership (“the Partnership”)** and builds **a monitoring and evaluation scheme for the co-funded projects. The assignment will also consist of the measurement and monitoring of the overall Partnership ambitions and the individual co-funded projects. The accountability framework should result in a first baseline report that will be presented on December 5th, 2019.**

The Partnership was signed on December 5, 2018 by Choprabisco, chocolate companies, retailers, civil society organisations, trade unions, labels, impact investors and Belgian government committed to make the Belgian chocolate sector more sustainable. The key purpose of “Beyond Chocolate” is to make long-lasting improvements to the living conditions of cocoa farmers and their families in the cocoa-growing regions that are important for the Belgian industry. The Partnership intends to support men and women cocoa growers to support themselves, help their children to go to school, and promote the sustainable use of natural resources.

The partners **committed together** to ensure reaching the following targets:

“a) By 2025 at the latest

- 1) all the chocolate produced and/or sold in Belgium shall comply with a relevant certification standard and/or shall be manufactured from cocoa-based products covered by a corporate sustainability scheme
- 2) “Beyond Chocolate” partners shall comply with applicable agreements between governments and companies in the regions included in the Cocoa & Forests Initiative;

b) by 2030

- 1) cocoa growers will earn at least a living income
- 2) deforestation due to cocoa growing for the Belgian chocolate sector has ended.”

Several partners signed **individual commitments**. The Partnership will also measure and monitor those individual commitments (see annex 1).

Since the signing of the Partnership Nestlé Belgium and Samilia Foundation have also signed Beyond Chocolate. A list of the current signatories can be found under 8.

IDH was appointed by the Belgian government to build a sustainability program based on the Partnership and its concrete commitments. The core activities of the IDH program are:

1. Coordinate and convene, including management of the co-financing fund
2. Measure progress and effects against set of indicators
3. Communication on commitment and results

2. Objectives of the study

Overall objective

The overall objective of this assignment is the design of an accountability framework and the measurement and monitoring of the joint and individual commitments of the Partnership. For the individually co-funded projects, a monitoring and evaluation (M&E) scheme needs to be built. This M&E scheme should be designed to enable continuous learning within the Partnership and its individual partners.

Specific objectives

The specific objectives of this assignment are:

- Develop an accountability framework that enables the partners to report on the progress made on the overall and individual commitments of the Partnership;
- Support the Partnership working groups in the successful definition of the indicators and the intermediary targets for the Partnership's ambitions.
- Deliver a first baseline report based on the accountability framework. This report should describe and verify the current state of each of the signatories' activities around the ambitions of the Partnership;
- Design a monitoring and evaluation framework for the individual projects that will be co-funded after a successful closure of the first call for proposals.
- The accountability and M&E framework should be aligned as much as possible with the existing and renewed M&E frameworks of the EU sustainability platforms GISCO (German Initiative on Sustainable Cocoa) and the Swiss Platform for Sustainable Cocoa. An overall learning strategy should be an integral part of the assignment.
- As of 2020, the information gathered should be bundled in yearly reports on the progress of the Partnership's ambitions and the results of the individual projects.

Overall guiding principles agreed by the partners in the Partnership document should guide efforts to conduct this assignment as well.

3. Deliverables

The deliverables of this assignment will be:

- An accountability framework for the general and individual commitments of the Partnership.
- A 2019 baseline report based on the accountability framework that describes and presents the verified data of the current state of the signatories' activities as a starting point of the measurement in relation to the 2025 and 2030 ambitions.
- An indicators guidance manual. The manual should at least include detailed definition of indicators, which comprise of: definition, metrics, baseline and targets, needed reporting frequency (minimally on a yearly basis, according to the Partnership), data source, data collection tools and measurement guidance.
- Data collection tools and systems. The Consultant is expected to develop standard data collection tools/instruments to gather the data from various (existing) data sources, e.g. the three couverture makers, retailers and other partners. The tool needs to be user-friendly and easy to implement, with build-in design to ensure data consistency and quality. A digital solution is welcomed as a service option, but not a prerequisite.
- A M&E framework for the individual projects that will be co-financed by IDH. These projects will be selected via a call for proposals, that will be launched on December 5th, 2019. The framework should enable and encourage learning by the Partnership and its individual signatories.
- As of 2020, following the first 2019 baseline report, the Consultant will compile and present yearly reports on the progress of the Partnership ambitions and the individually co-funded projects, as well as offer the Partnership guidance on the learning strategy. In a first phase of the program, this reporting will take place in 2020 and 2021, with a possibility to continue the efforts until 2023 and beyond. This possible extension is not part of the current assignment.

Deliverables of the assignment *	Deadline
Draft Accountability Framework	10 November 2019
Final Accountability Framework	20 November 2019
Baseline Report	To be defined in consultation with the Consultant(s)
M&E Framework individual projects	After 5 December 2019, in consultation with the consultant(s)
Indicators guidance manual	In consultation with the consultant(s)
Data collection tools and systems	In consultation with the consultant(s)

*These deadlines can be adapted in agreement with the consultant to facilitate a presentation of the baseline report at the high-level event of December 5th, 2019. This date marks the one-year celebration of the Partnership's signing ceremony where the first call for proposals will be launched.

4. Selection procedure

The assignment will be awarded to the consultant with the most economically advantageous tender, this is determined on the basis of the evaluation criteria of price and quality.

The procedure will be as follows:

- Terms of reference publicized on IDH website
- Evaluation of the proposals by the evaluation committee consisting of the IDH Program Manager, the IDH Program Officer, a representative of the Beyond Chocolate Steering Committee and a member of the IDH M&E team. The evaluation committee will evaluate the proposals based on the selection criteria as published in these Terms of Reference.
- The Consultants of the 3 best proposals will be invited to do a pitch for the Evaluation Committee. This top 3 ranking will be made according to the scoring and weighing procedure below.
- Decision on selection of the Consultant
- Inception meeting with the selected Consultant

Tender process	Timeline
Terms of Reference published	4 October 2019
Deadline for submission of proposals*	22 October 2019, COB CET.
Team pitch**	25 October 2019
Selection of Consultant	25 October 2019

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

** IDH will request shortlisted Consultants to pitch their proposal via conference call or at the IDH Belgium office in Brussels.

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

5. Proposal requirements

In the proposal, please provide the following:

- a. A succinct, well-documented approach;
- b. Inclusion of a budget in Euros (excl. VAT) with a break-down of man days/rate per consultant;
- c. Clear description of the project team, relevant experience of team members and time allocation per team member;
- d. CVs of the Consultant(s), 3 examples from prior work for assessment of capability and where relevant references.
- e. Statement of experience (only experience from the suggested team members is relevant);
- f. Statement on Grounds for exclusion (see below).

6. 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).

Scoring & weighing

On the basis of the proposals, a ranking will be made.

Step 1 of 3: Criterion Quality

The proposal will be assessed based on the following selection criteria:

Component		Criteria
1	Proposal and demonstrated experience	The sample work meets quality standards in a related field; and Consultant(s) demonstrate(s) advanced experience and outstanding skills to handle complexity of assignment.
2	Design and Development process	The proposal clearly sets out the design and development of the assignment and demonstrates the approach.

3	Consultant profile	<p>The Consultant(s) demonstrates experience/knowledge around the following themes:</p> <ul style="list-style-type: none"> • Sustainable development, sustainability initiatives and their impact on development • Demonstrate knowledge and skills in data analysis and data management, both quantitative and qualitative • Sound knowledge of the Belgian market and preferably in-depth knowledge of the Belgian Development Cooperation landscape and multi-actor partnership projects <p>The Consultant provides evidence of his/her solid background and a track record in relevant topics, including concrete experience developing deliverables described in section 3.</p> <p>The Consultant(s) has/have the following skills:</p> <ol style="list-style-type: none"> a. Solid skills in accountability reporting, verification, M&E design and methodology b. Advanced strategic thinking and analytical skills <p>The Consultant(s) provides references or prior assignments proving his/her ability to:</p> <ol style="list-style-type: none"> a. accommodate short turnaround time b. analyse the evidence gap and provide advice and suggestions independently of the requests
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Scoring for each component

The evaluation committee will unanimously score each component by assigning scores from 1 to 5, with 5 representing optimal performance on the component and 1 representing extremely poor performance on the respective component.

Step 2 of 3: Criterion price

A combined price in Euros (ex VAT) is to be presented. This should be broken down per team member rate and hours.

The criteria of assessment is “the best price for the proposed level of quality” with a maximum grading of 5.

Step 3: Weighting

The final score will be weighted 50% on quality of proposal and 50% on price.

7. 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 Els Haelterman via haelterman@idsustainabletrade.com, and Mark de Waard via dewaard@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 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.

8. Disclaimer

IDH reserves the right to update, change, extend, postpone, withdraw or suspend the Terms of Reference, this tender, or any decision regarding the selection or contract award. The assignment is to be conducted in close collaboration with the IDH program manager. Extra intermediary deadlines or changes can be discussed during the study phase and decided upon in agreement with the writer of the report.

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.

9. List of partners Beyond Chocolate Partnership

Chocolate sector

- Choprabisco (Fevia, sector federation)
- Puratos (Belcolade)
- Barry-Callebaut
- Cargill
- Mars Belgium
- Mondelez
- ZOTO
- Tony's Chocolonely
- Chocolaterie Guylian
- Libeert

- Van Hoorebeke
- Belvas
- Kim's Chocolate
- Nestlé Belgium

Public sector

- Alexander De Croo, vicepremier en minister van Ontwikkelingssamenwerking
- Didier Reynders, vicepremier en minister van Buitenlandse Zaken
- Marie-Christine Marghem, minister van Duurzame Ontwikkeling
- Enabel – Trade for Development Center

Ngo's

- WWF
- Trias
- Oxfam Wereldwinkels
- Rikolto
- Bos+
- Fondation Samilia
- The Shift

Labels and member organisations labels

- Rainforest Alliance/UTZ
- Fairtrade
- ISEAL
- BioForum Vlaanderen

Retail sector

- Lidl
- Aldi Belgium
- Colruyt Group
- Delhaize
- Carrefour

Knowledge Institutes

- Ugent
- KU Leuven
- Vrije Universiteit Brussel
- Universiteit Antwerpen
- Univeriteit Hasselt
- VLIR-UOS
- ARES

Trade Unions

- ACV/CSC
- ACLVB/CGSLB
- ABVV/FGTB Horval

Social impact investors

- Incofin
- Alterfin
- BIO Invest
- Oikocredit
- Kampani

10. Contact information

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11. Annexes

Annex 1: Beyond Chocolate Partnership