



**Request for Proposals:
Supply Chain Grievance
Mechanism Pilot Partner**

Received Questions and Answers

GENERAL REMARK – CONFLICT OF INTEREST

Following the 'effectiveness criteria' included in the UN Guiding Principles, impartiality will be an important assessment criteria when selecting a future partner to support us with the roll-out of the SCGM Pilot.

Therefore, we would like to call upon the interested applicants which might face a potential conflict of interest (because of, for example, already providing auditing services to amfori), to include a clear indication of how they intend to address the conflict of interest and demonstrate how a structural separation between their services (e.g. auditing programs) and the GGM activities would be established, monitored and reported upon. This can be included under the 'Appendices (if applicable)' section of your submission.

QUESTIONS & ANSWERS

We welcome the shown interest in the amfori RfP for a SCGM Pilot Partner. Below you will find an overview of the received questions for which the answer was necessary and relevant for interested parties to prepare their proposal.

1. Grievances shall be submitted through multiple access points (e.g. voice/phone, mail, internet platform). Which access points should be covered as a minimum?

Considering the need for the SCGM to be as accessible as possible, we aim for as many different access points as possible also considering the specific national and cultural context of those countries where the pilot will be rolled out.

2. You mention different countries in the potential scope of the pilot (for South-East Asia Vietnam, Thailand, Myanmar or Cambodia). What role do you see for the local experts and do you expect to have project experts continuously on location in the respective countries during the project?

We will not have amfori project experts who will be continuously on location, except for those countries where we already have an amfori country representative. We do believe that the investigation of received grievances should be done by local experts which will be selected by the involved amfori members from a list of 'Investigation Partners'. Local experts are expected to be available on a need-basis, not under permanent contract. Their engagement will be sought on an ad hoc basis to address grievances that are submitted for the pilot countries.

3. Is the understanding correct that the policies and processes for the SCGM are in principle developed and will be refined in the pilot rather than developed from scratch?

Yes, we are in the process of developing the policies and processes that will shape the SCGM. The goal is that these policies and processes can be tested during the pilot and indeed finetuned afterwards.

4. Is the understanding correct that, after designing and implementing the SCGM, the service provider will be responsible for operating and maintaining the technical infrastructure of the SCGM while amfori and its members will be responsible for receiving and further processing any grievances incl. communication with the grievant?

Yes, this is correct. In addition, we welcome any information you can provide regarding your firm's geographical and industrial coverage, highlighting the capacity (e.g. through own staff or subcontracting) to deliver investigation and remediation of grievances.

5. Do you have a rough estimation on the number of expected grievances? Are additional awareness-raising measures planned to inform local stakeholders about the new grievance mechanism?

We have an estimation of the amount of workers that would have access to the SCGM pilot (see Annex 1). For the pilot, we would be able to receive approx. 40-50 grievances and manage up to

approx. 20-25 grievances that pass the preliminary assessment and thus proceed to the investigation and remediation phase. Additional awareness-raising measures are being planned to inform local stakeholders about the amfori SCGM.

6. We plan to respond to the request for proposal as a consortium with us focusing on consulting-related tasks and our project partner covering the IT solution. Is a constellation possible where the consortium partners act cooperatively but are legally based on individual, separate assignments?

Please see section 'Blended Application' and 'Subcontracting' on page 11-12 of the RfP.

7. What are your requirements regarding the location where data is hosted (data centre)?

We have to be fully compliant with the European GDPR regulation and therefore the data centre should be located in Europe.

8. We understand, that you expect confidential reporting channels, but also require highly secure anonymous reporting channels. Can you confirm?

Yes, this is indeed the case. Nonetheless, for investigation purposes, certain information (especially information concerning the grievant) will have to be disclosed but in such a manner that only the necessary partners (such as the investigation partner) can access this information.

9. As an institution based in the EU, the project needs to fully comply with EU GDPR. What are your expectations regarding data privacy? (independently certified solution?)

Yes, we have to be fully compliant with the GDPR regulation. A Data Protection Agreement shall be established. The system should be compliant with Rights of the data subject see <https://gdpr-info.eu/chapter-3/>. Key elements to consider are:

- Information transparency
- Rectification
- Erasure: The right to be forgotten
- Restriction of processing

10. How important do you consider the security of the data in the SCGM? (data fully encrypted, technical impossibility of data access even for the provider, freedom of any legislation enforcing a provider to grant access to security authorities, etc.)

This is a very important factor to us. The details would need to be discussed, but all data-transfers should be encrypted (https, ftps,...) and free from any legislation enforcing us to grant access to security authorities. For reporting and transparency reasons, amfori would need access to the data to allow aggregated external communication (please see deliverables on p.7 RfP). The provider will have for administrative reasons access to data but can't use this data for any other purpose. The provider provides a Technical Operational Manual (TOM) where all procedures of who has access is described.

11. Given that Amfori does not have in-country representatives in the mentioned pilot countries, could you clarify the process of your country selection?

We are still in the process of selecting the final sample of the SCGM pilot. There are certain elements that we consider in this selection process:

- Heterogeneity of audience (e.g. piloting both with workers and communities)
- Likelihood for high number of different grievances being in the scope of the SCGM (e.g. choosing sectors where local GM exists, but not assessed as sufficient; where a lot of grievances are expected)
- Time required to implement and roll-out of the grievance mechanism (e.g. avoiding countries/sectors where cultural background or a lack of relations slow down the implementation; availability of service suppliers, linkages to members)

Also, in the roll-out phase we do not envisage the availability and involvement of local amfori representatives in the handling of grievance cases. Hence pilot country selection aims to replicate this situation.

12. Could you please clarify the composition of the team responsible for "Preliminary Assessment (by amfori)" in Annex 2? More specifically, would this be a team of amfori representatives in HQ, In-country, or a combination of both? Do you envision the project partner playing a role in preliminary assessment? (e.g: filtering grievances that come in through the system)

For the pilot, we envision the preliminary assessment to be done by the amfori SCGM project team (amfori representatives in HQ).

13. Could you provide some guidance and direction regarding the type of issues that would be escalated to amfori members, MSI, RBI, or other external parties vs. those that would be resolved locally? Or would you prefer to escalate all issues raised to amfori members?

When a grievance falls within the scope of the SCGM, it will always be directed to the involved members. With other MSIs and RBIs we are in the process of establishing a Collaboration Protocol via which we will share received grievances related to 'shared' members and/or producers, and collaborate for the investigation and remediation of the grievance where possible.

14. Will the issue verification (preliminary assessment by amfori) be a manual process (e.g. by live operators) or an automatic escalation to relevant amfori members?

For the time being, it will be a manual process to determine whether a grievance falls within the scope of the SCGM. If it falls within the scope of the SCGM, it will be directed to the involved amfori members.

15. Could you clarify who would take the role of investigation service provider SP? and what would be the partnership with trade unions, NGOs, or other external parties?

We want to create a list of investigation service providers from which the involved amfori members can select a service provider to conduct the investigation. The SCGM would be complementary to existing operational grievance mechanisms (OGMs) at the local level and therefore aims to strengthen OGMs at the local level by collaborating with trade unions, NGOs, or other external

parties. Only when an OGM is not available, effective or sufficient, can the grievant submit a grievance to the SCGM.

16. Could you confirm that the grievance protocol for Responsible Purchasing Practices will be based on the guidelines included in this [link](#).

Yes.

17. What human resources Amfori is planning to dedicate to the substantive complaints management of the SCGM (i.e. it is clear from the RFP that the SP is in charge of the technical maintenance and functioning of the SCGM platform)?

The human resources necessary for the pre-assessment of the received grievances and to support the investigation and remediation of the received grievances, which will be done in collaboration with our selected investigation/remediation partners. The SCGM Pilot partner that we are looking for in the scope of this RfP will primarily be in charge of the technical build up, functioning and maintenance of the SCGM. For more details, please see 'Scope of the required work' (p. 7 RfP).

18. How Amfori envisioned the local on-boarding of the suppliers and local members representatives ? Is it up to SP to integrate a potential local on-boarding support if necessary ?

As explained under 'Scope of the required work' (p. 7 RfP), we envision the SP to provide a training to the amfori secretariat and selected members on the SCGM structure, case-management system and its functioning.

19. Is there an estimated budget frame for the pilot?

The tender will be assigned to the service provider which submits an offer that meets the requirements and is commercially competitive. Budget frames are not shared with any of the applicants.

20. What are the meanings of 'RBI' in page 14?

Responsible Business Initiatives.

21. Regarding the agricultural sector in Morocco, are the 10 producers manufacturing sites or plantations?

Within the current 10 producer profiles, several processes are covered, including cultivation of plants, processing and packaging food.

22. Can amfori provide details of the specific channels that will be included in the grievance management system (e.g. phone, app, email, in-person etc.)?

Considering the need for the SCGM to be as accessible as possible, we aim for as many different access points as possible also considering the specific national and cultural context in which the pilot will be rolled out.

23. Does the scope only include set up and maintenance of the system or will it include issue investigation as well, and if so;

The scope of the RfP does not include issue investigation (please see concrete deliverables on p.7 of the RfP).

24.1 Will the third party operating the system be precluded from providing additional services such as issue investigation and resolution?

No. We invite interested applicants to already indicate their capacity (e.g. through own staff or subcontracting) to deliver investigation and remediation of grievances (see 'Documents to be Submitted', p. 10 RfP).

24.2 Should a blended application be submitted between a grievance mechanism operator and an investigative partner with labor rights and supply chain investigations, would the investigate partner be precluded from providing future investigative and remediation services?

No. Please follow the guidelines provided under 'Blended Application/Subcontracting' (p. 11 RfP).

25. Following the pilot period is it expected that the chosen provider will scale up operations to encompass all of amfori's network? If so- what would the approximate total number of people with access to the grievance mechanisms (both the 6.9 million workers plus community)?

Although not in the scope of this RfP, we request the applicant to provide a quote for the creation, implementation, operation and maintenance of a global system (see Annex 3 for more detailed numbers) including the applicant's licensing structure and accompanying cost for potential future reference.

26. In the RfP it is mentioned that the case-management system should facilitate a two way communication between the grievant and amfori secretariat. Is this meant to be direct access between amfori and the grievant or would two-way communication between the grievant and amfori via the pilot partner be excepted?

For the roll-out of the pilot, we would prefer this access to be direct. We nonetheless welcome good reasons for this to go via the pilot partner.

27. Would a grievance solution that encompasses other functions such as push notifications, surveys/polls and custom training materials between amfori to workers and communities, while maintaining the grievance function as the key function of the grievance mechanism, be considered for this tender?

No.

28. Will Amfori require all reports to be translated into English for triage?

Yes.

29. Would we be contracting directly with you or with your members and producers?

With the amfori Secretariat.

30. Who would decide the scope of investigations?

The scope of the SCGM is currently being determined.

31. Would you like the supplier to carry out the investigations?

Although not part of the current 'Scope of the required work' (p. 7 CfA), we do welcome applicants to highlight their potential capacity (e.g. through own staff or subcontracting) to deliver investigation and remediation of grievances.

32. You refer to a Grievance mechanism. Do you want to have both grievances and whistleblowing reports?

For the SCGM Pilot, we would like to focus primarily on grievances.

33. How do you intend to promote the SCGM to the supply chain?

We are currently working on a communications strategy, details to be confirmed.

34. Our view is that a strong tech partner would be vital for this project to succeed. In our experience a tech partner with experience overseeing the operationalisation and intake of communications with workers adds value. Is this an approach that Amfori would be receptive towards?

Yes, we refer to the 'Scope of the required work' section (p.7 RfP) and 'Blended Application'/'Subcontracting' (p. 11 RfP) for more details.

35. In our experience, to launch and establish a long-term grievance mechanism that is successful, we would also recommend a focus on stakeholder and local community engagement, i.e. grassroots organisations etc. Our proposal would include this component – what are your thoughts on this?

Yes, we agree. You can consider to include this under the 'Technical Proposal' section of the necessary documents that need to be submitted.

36. Could we please ask for further clarity on the long-term plan for this pilot? For example:

- **What are Amfori's measures of success and what does success look like?**

- ***What would you expect from Impactt during the pilot phase? Beyond pilot phase?***

We aim to adhere to the UN GPs 'effectiveness criteria' and will use these as a benchmark to measure success. Considering the scope of the current CfA, we are now only expecting the concrete deliverables included under the section 'Scope of the required work' (p. 7 RfP).