

20 December 2018

Invitation to Tender – Xingu Seeds Network Association: Business Plan

Part 1 Tender Details and Invitation

| | | |
|-------------------------|---|--|
| Tender for: | <p>Partnerships for Forests approved a technical assistance to develop a business plan (“BP”) to Associação Rede de Sementes do Xingu (“ARSX”), located in the Xingu region, Northeastern Mato Grosso State, Brazil. ARSX is a cooperative of indigenous groups, small farmers and urban collectors that collect and commercialize native seeds. Currently, ARSX operations are based on grants and institutional support from Instituto Socioambiental (“ISA”). While the cost from ARSX are covered by ISA, revenue from seeds’ selling goes to collectors. ISA and ARSX are long-term partners and, together, they perform institutional strengthening activities with those same communities.</p> <p>To reach its financial sustainability, increasing its social and environmental impacts, the initiative needs consultancy services to develop a BP and a detailed implementation roadmap and budget. More specifically, for this assignment the consultant will:</p> <ol style="list-style-type: none"> I. Perform a full diagnostic on existing issues: revenues, cost, management, processes; II. Develop a BP and a transformation roadmap that covers: evaluation of levers to improve ARSX; identification of requirements and resources to implement identified levers; changes in the organizational structure and governance; budget assumptions and projections; and, risks. | |
| Project: | ARSX | |
| Activity Number | P4F-0454 | |
| The Company: | Palladium International Limited | |
| Closing Date and Time: | 25/01/2019 at 17:00 (Brasilia Time Zone) | |
| Contact Person: | Pedro Ferro (Pedro.Ferro@partnershipsforforests.com) | |
| Timetable: | ITT made available: | 20/12/2018 (DD/MM/YYYY) |
| | Deadline for receipt of Clarifications: | 10/01/2019 |
| | Deadline for receipt of Tenders: | 17:00 (Brasilia Time Zone) on 25/01/2019 |
| | Evaluation of Tenders: | 28/01/2019 to 06/02/2019 |
| | Notification of Award: | 07/02/2019 |
| | Confirm Contract Award and Contract Start Date: | 25/02/2019 |
| Tender Validity Period: | 30 Days after the Closing Date | |
| Details for submission: | <p>Tenders should be emailed to the Contact Person before the Closing Date and Time. Each of the three documents comprising the Tender should be saved as individual PDFs and named as follows: ‘[Type of Document] – [Tenderer]’ (e.g. ‘Cover Letter – Palladium’). No information relevant to the Tender, except for the Tenderer’s name and the contact details of their contact person, should be included in the email.</p> | |
| Jurisdiction | England & Wales | |

Thank you for your interest in the above. The Company invites you to tender for this activity.

The following pages include the Terms of Reference (TOR), the technical and financial selection criteria and the conditions of tender along with the due diligence form that the successful tenderer (if any) will be required to complete and the standard contract template which the successful tenderer (if any) will be required to sign once the agreed commercial terms have been included.

Please forward your Tender in accordance with the Details for Submission above by the Closing Date and Time.

I look forward to your response, and if you have any queries, please don't hesitate to contact Pedro Ferro by the following e-mail: Pedro.Ferro@partnershipsforforests.com.

Yours sincerely,

Marcio Sztutman

Latin America Regional Manager, Partnerships for Forests

Part 2 Terms of Reference (“TOR”)

Activity No. P4F-0454

1. Background

Partnerships for Forests (“P4F”) supports investment models in which the private sector, public sector and communities can achieve improved returns from sustainable forests and sustainable land use.

By creating market-ready ‘Forest Partnerships’ that offer an attractive balance of risks and benefits for the private sector, public sector and communities, the programme aims to mobilise significant investment, principally from the private sector.

Through grants and technical assistance, the programme helps selected partners move through the stages required to get to market – from idea development and memorandum of understanding (MOU), to business planning, to deal negotiation and piloting, and finally to commercial scale-up.

The programme also supports demand side measures that strengthen demand for sustainable commodities, and activities to create the right enabling conditions for sustainable investment

Partnerships for Forests operates according to a principle of additionality. This means that grants and TA must not substitute or replace organisation’s core funding or subsidise activities that private sector companies or other partners should undertake themselves.

The five-year programme is funded by the UK Department for International Development (DFID) and the Department for Business, Energy & Industrial Strategy (BEIS), as part of its commitment to help countries mitigate and adapt to climate change. Currently, the programme operates in Central, East and West Africa, South East Asia and most recently Latin America.

Through its Investments in Forests and Sustainable Land Use programme DFID, and posteriorly BEIS, contracted Palladium and McKinsey & Company to manage the technical assistance and grant-making facility – Partnerships for Forests. In Brazil, Partnerships for Forests will support ARSX transition from a grant-based institution to a profitable business.

ARSX is a network formed by 568 of seeds collectors. The network was created in 2007 by ISA (an NGO) and has produced accumulatively 200 tons of seeds from 220 native species. ASRX collects seeds over an area of 700,000 hectares in 11 municipalities in the states of Pará and Mato Grosso. It contributed ~6,000 hectares restoration projects in Amazon forest and Cerrado. The attached presentation contains more details about ARSX operation.

2. Objectives of the assignment

The overall goal of this work is to support ARSX’s business model transition in order to reach financial sustainability, enhancing their ability to generate positive impacts in forest restoration and improvement in collector’s lives.

For this assignment, the consultant is expected to:

- I. Perform a full diagnostic over ARSX’s existing model;
- II. Identification of barriers and levers to transform ARSX into a profitable business;
- III. Levers testing and prioritization;
- IV. Develop a BP and transformation roadmap.

The section 3 below describes in detail the scope of these objectives, while sections 3 and 4 details the preparation of the technical and financial submission.

Please see Part 3 and Part 4 for details relating to preparation of the technical submission.

3. Scope of the assignment

The consultant will perform:

- I. The diagnostic based on ARSX's existing model. This includes:
 - a. Description of the financial (revenues, costs, EBITDA, etc), operational (buying process, seeds delivery, communication between collectors and central administration, etc), governance aspects (link between ARSX stakeholders and decision process, etc), and its social impacts on the communities;
 - b. Description of ARSX's product portfolio;
 - c. Determination potential addressable market size for seeds and assess ARSX's current customer base;
 - d. Estimating the total seeds supply potential of ARSX collecting sites.
- II. Identification of ARSX barriers and levers. This includes:
 - a. Identification of ARSX issues and barriers to become a profitable business, including the organization of at least one workshop with ARSX and ISA to perform this assessment;
 - b. Assessment of levers that could be implemented to increase ARSX financial sustainability.
- III. Levers testing and prioritization. This includes:
 - a. Identification of barriers and risks for the implementation of each lever;
 - b. Verification of the feasibility and prioritization of identified levers, including meetings and testing with relevant stakeholders
 - c. Organization of at least one workshop with ARSX and ISA to prioritize and test levers
- IV. BP and roadmap development. This includes:
 - a. Detailed budget and requirements to implement selected levers (including capital, human resources and assets);
 - b. Detailed cost-benefit analysis of implementing selected levers;
 - c. Creation of an implementation roadmap for prioritized levers, including a risk assessment for each lever.

The consultant will ensure the quality of data gathered and the analysis made. The consultant will be working on a day to day basis with the P4F Latin America, ISA and ARSX teams. The P4F and ISA teams will ensure the quality of the results and provide appropriate guidance to the consultant to ensure that all analysis is made within the agreed timeframe. Consultants are expected to stay at least 8 weeks in the field, working with ARSX and ISA teams at ARSX facilities and operational areas in Mato Grosso. The field visits should be distributed across the project timeframe. The P4F team will support communication between the consultant, ISA and ARSX.

The attached presentation contains more information about ARSX and potential barriers and levers.

Specific activities that the consultant is expected to perform include but not limited to:

- Identifying and conducting interviews with managers, collectors, central administration, experts, potential investors and buyers;
- Conducting field visits to facilities and collecting areas to get data and information;
- Organizing and documenting weekly meetings with a Steering Committee formed by the consultant leadership, P4F, ISA and ARSX
- Conducting meetings and workshops with stakeholders to understand the business, identify ARSX's barriers to become a profitable business and to prioritize and test levers identified;
- Perform data analysis and create insights
- Synthesizing and sharing the progress and findings of the assessments with P4F, ARSX and ISA teams;
- Supporting the development of MoU between relevant parties;
- Identify and interview new potential buyers for the seeds.

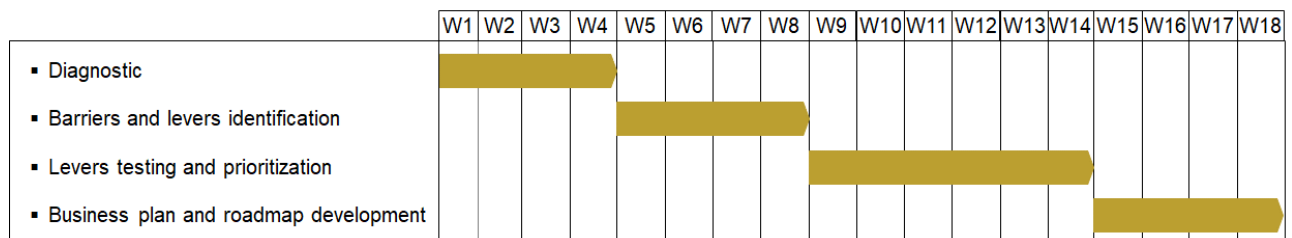
When possible, the consultant should create solutions for the identified issues, such as develop spreadsheet models, templates or manuals that could be applied to improve ARSX management and processes.

Outputs and Deliverables:

The consultant is expected to deliver the following, both in Portuguese and English versions:

| Deliverables | Timeframe to deliver | Format |
|----------------------------------|--|---|
| 1. Report on ARSX's diagnostic. | Four weeks after contract signature. | 1) Word Document with detailed assessment. 2) PPT presentation with the most important features of the Word document report. |
| 2. Report of preliminary levers. | Eight weeks after contract signature. | 1) Word Document with detailed assessment. |
| 3. Report on prioritized levers | Fourteen weeks after contract signature. | 1) Word Document with detailed assessment. |

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|------------------|--|---|
| | | 2) PPT presentation with the most important features of the project until that moment, |
| 4. Business Plan | Eighteen weeks after contract signature. | 1) Word Document with detailed Business Plan containing detailed implementation roadmap and budget. 2) PPT presentation with the most important highlights of the Business Plan and most important levers to be prioritized 3) Excel file containing ARSX operational indicators, cashflow model and assumptions, forecasts and the roadmap |



4. Business Plan Table of Contents

The final Business Plan report (deliverable 4) must contain, but not be limited to:

- I. Executive summary
- II. ARSX's aspired impact
 - a. Why ARSX
 - b. Comparison with other entities
 - c. Differentiators of ARSX
 - d. Focus areas of ARSX
- III. ARSX stakeholders
 - a. Constituents and their needs

- b. Value proposition for each constituency
 - IV. ARSX product portfolio
 - a. Overview of product portfolio
 - b. Secondary products
 - V. ARSX marketing strategy
 - a. Sources of revenue
 - b. Bioclimatic area of influence
 - c. Presence
 - d. Promotion
 - VI. Operating model
 - a. Metrics and key performance indicators
 - b. Core processes
 - VII. Organizational structure of ARSX
 - a. End-state organization
 - b. Organizational growth
 - VIII. Governance system
 - a. Structure of governing bodies
 - b. Roles & responsibilities of governing bodies
 - IX. Detailed Implementation Plan (roadmap)
 - X. Management team and board members
 - XI. Finance
 - a. Budget assumptions & projections
 - b. Funding roadmap and sources
 - XII. Risks and contingences
 - XIII. Appendix
 - a. Appendix A: ARSX mission and vision
 - b. Appendix B: Example scorecard for ARSX metrics
 - c. Appendix C: Descriptions of key roles
5. Duration and phasing

The activity is to commence on 04/03/2019 (DD/MM/YYYY) and end on 10/07/2019 (DD/MM/YYYY).

6. Specification of the advisory support

Demonstrate successful track record in developing sustainable business models and on working social enterprises, linking producers to investors/buyers, creating and finding markets, and building reputable brands.

Have experience working in Brazil or Latin America region, and/or with any relevant international accords or agreements in relation to the commodity.

Demonstrate a high level of commitment and responsibility towards completing assignments efficiently, accurately and in a timely manner.

Display high standards of ethical conduct.

7. Financial component

The Financial Limit for this procurement is **£65,000**.

The limit includes all operational expenses to develop the BP, such as flights and hotel to the Xingu region.

The limit also includes taxes and other transaction costs.

Please refer to Part 3 and Part 5 for details relating to preparation of the financial submission.

8. Responsibilities of the Company

Confirm that the selected Consultant is aware and compliant with all terms and conditions of the contract and briefing documents.

9. Responsibilities of the Consultant

To be prepared to complete the Company's Standard Due Diligence Questionnaire should they be selected as Preferred Tender

To be prepared to sign the Standard Contract Terms (See Part 6).

To have in place insurance policies covering Professional Indemnity and Public Liability (if contracting as an appropriately registered entity rather than in an individual capacity).

To be registered in a Jurisdiction that is acceptable to the Company.

To hold any regulatory permits or approvals required to provide the services, either as an individual or through a registered entity.

To complete the deliverables and submit payment / reimbursement requests in the prescribed format and on the required dates.

10. Other requirements for the Consultant

To have Portuguese native speakers within the nominated personnel expected to participate on the consultancy service.

To have experience in the Brazilian market and dealing with NGOs in Brazil.

To have experience working in the Amazon region, with Brazilian indigenous and/or traditional communities.

To have economic anthropology knowledge is not a requirement but it is considered a relevant asset to the proposal.

Part 3 Conditions of Tender

1. Tender content

1.1. The Tender must contain the following:

1.1.1. a cover letter from the Tenderer for the activity (specifying the Activity Number set out in Part 1), including the declaration contained in Part 7;

1.1.2. a technical submission (see Part 4);

1.1.3. a financial submission (see Part 5).

1.2. Every Tender shall state in the cover letter:

1.2.1. the Tenderer's nominated contact person;

1.2.2. in the case of an individual, full or given names, surname, date of birth and permanent address;

1.2.3. in the case of a company, NGO or other registered entity, the full name of the entity, the address of the registered office of the entity, the names of all proprietors or directors, the relevant registration number and a copy of the certificate of registration;

1.2.4. in the case of a trust, the full names and addresses of each trustee of the trust;

1.2.5. a list of all the nominated personnel expected to contribute to the performance of the Terms of Reference (TOR), including their names, surnames and title of their position;

1.2.6. The declaration contained in Part 7.

1.3. Tenders are to be in English.

1.4. 'The Tenderer' (where capitalised) means the person or organisation to whom this invitation has been sent. Depending on the context, an uncapitalized version of 'tenderer' may also refer to the Tenderer.

2. Tender Assessment Process

2.1. Tenders must comply with the requirements of the TOR. Failure to submit a Tender including the information required by the TOR generally will factor into The Company's assessment of the level of compliance of the Tender and may result in rejection of the Tender.

2.2. The Company will evaluate Tenders on the following basis:

2.2.1. a technical assessment (see Part 4);

2.2.2. a financial assessment (see Part 5);

2.2.3. other factors, which may impact on the Tenderer's performance.

2.3. The Company will undertake a due diligence assessment of the Preferred Tenderers responses to the questions on the Due Diligence Form. Award of the Tenderer should not be considered complete until the Preferred Tenderer is confirmed having passed the Company's due diligence assessment. The Tenderer is able to provide an explanation behind each answer and the Company

will assess the explanations given and their relevance and in terms of proportionality may allow the Tenderer to remain in the process.

2.4. The Company will assess Tenders based on the Technical Assessment Selection Criteria specified in Part 4 and will provide a list of ranked technically suitable tenders.

2.5. The Company will undertake a financial assessment in accordance with Part 5

2.6. This procurement will follow a structured and transparent process to ensure that a fair and level playing field is maintained at all times, and that all Tenderers are treated equally. The indicative key dates for this procurement as they are currently anticipated to be are set out in the Timetable in the Tender Particulars.

2.7. The Company reserves the right:

2.7.1. to accept or reject any tender, and to annul the tendering process thereby rejecting all tenders, at any time prior to the award of contract at its sole discretion;

2.7.2. to cancel or vary the Invitation to Tender process at any time whether before or after the closing date;

2.7.3. to reject any tender that does not adhere to the structure and content requirements as outlined in these Terms and Conditions;

2.7.4. to recall tenders from any source including those tenderers who have already submitted tenders, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for this action;

2.7.5. to accept Tenders for the whole or any part of the requirement;

2.7.6. make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason;

2.7.7. to require that tenderers submit to the Company's Due Diligence process prior to or after the submission of Tenders; and

2.7.8. to negotiate with the most favourable tenderer should it be deemed that the offered prices are unreasonable or greater than the targets set in the planning process.

2.8. The Company shall not be bound by any advice given or information furnished by it.

2.9. The conduct of this Invitation to Tender is not intended to give rise to any legal or equitable relationship.

2.10. A Tender will not be considered if the Tenderer or a representative of the Tenderer gives or offers anything to an employee or agent or subcontractor of the Company as an inducement or reward, which could in any way tend to influence the actions of that employee or agent.

2.11. Your Tender will be valid for the Tender Validity Period.

3. Technical Assessment

3.1. The Technical Assessment will be undertaken by an internal Procurement Committee.

3.2. The Technical Assessment of the Tender will account for 80% of the overall score using the following formula:

Technical Score = Tender's Weighted Technical Score (out of 100) x 80%

Highest Weighted Technical Score (out of 100)

3.3. The Procurement Committee, in assessing the technical part of the Tender, will consider the Selection Criteria specified in Part 4.

3.4. Tenderers should note that technical submissions that do not meet any of the Minimum Score Requirements set out in the Form of Technical Submission in Part 4 will be assessed by the Procurement Committee as not technically acceptable.

3.5. The Technical Submission must:

3.5.1. be in a type font of no less than 12 points;

3.5.2. be in a single column format;

3.5.3. be five A4 pages or less in length;

3.5.4. have attached up-to-date CVs of the nominated personnel (which do not count toward the page limit) relevant to the activity (no longer than 4 A4 pages each).

4. Financial Assessment

4.1. Following consideration of the technical merit of Tenders, a like-for-like price assessment will be undertaken by the Company of the Tenders assessed as technically suitable. The like-for-like price assessment will represent 20% of the overall score.

4.2. The following formula for the scoring and ranking of Tenders on the basis of price will be used:

$$\text{Price Score} = \frac{\text{Bid Price of Lowest Priced Technically Acceptable Tender}}{\text{Tenders Bid Price}} \times 20\%$$

4.3. Tenderers should note that financial submissions for those Tenders assessed by the Procurement Committee as not technically acceptable will not be subject to financial assessment.

4.4. The financial component of the Tender must be submitted as set out in Part 5 and must be an unconditional offer and fixed for the duration of the Project.

4.5. The Tenderer may include per diem rates as an estimate, however the Company shall only reimburse actual expenditure upon presentation of receipts.

5. Acceptance of Tenders

5.1. The Company is not bound or required to accept the lowest priced Tender or any Tender.

5.2. A Tender will not be deemed to be accepted unless and until a Contract in the form listed in Part 6 is signed by The Company (with the agreed commercial terms included).

5.3. A Subcontract Agreement will be used if the preferred Tenderer is a registered entity, and a Consultant Agreement will be used if the preferred Tenderer has no such registration and is contracting as an individual.

5.4. The Company reserves the right to enter into negotiation with any other tenderer if by the 'Confirm Contract Award and Contract Start Date' stated in the Timetable either contract negotiations have not been concluded with the preferred tenderer or if the preferred tenderer has not completed the Due Diligence Assessment Form in a manner acceptable to the Company.

6. Alternative Tenders

6.1. The Company reserves the right to accept and consider alternative Tenders providing they:

6.1.1. are submitted with a compliant Tender;

6.1.2. clearly identify the differences and improvements offered in the Alternative Tender.

7. Non-Compliant Tenders

7.1. Tenders will be regarded as non-compliant if they do not comply with any part of the requirements of this Invitation to Tender.

7.2. The Company may however, in its absolute discretion evaluate any non-compliant Tender.

8. Lodgement of Tenders

8.1. It is the responsibility of the Tenderer to ensure that the Tender is received by the Company by the closing date and time prescribed in this Invitation to Tender. A Tender lodged after the closing date is a late Tender.

8.2. A late Tender will normally not be considered unless it can be demonstrated by the Tenderer that the Tender would have arrived at the tender point by the required date and time as prescribed in this Invitation to Tender. The Company may allow a late Tender to be assessed at its absolute discretion.

8.3. The Company will not consider or entertain any queries about a decision to assess or reject a late Tender.

8.4. Tenders are to be in English and all pricing and costs are to be in Pound Sterling (GBP).

9. Tenderer Costs

9.1. Tenderers are responsible at their own cost for:

9.1.1. making all arrangements and obtaining and considering all information relating to the TOR;

9.1.2. the preparation, delivery and lodgement of their tender;

9.1.3. dealing with any issues, including disputes, that may arise out of the tendering process;

9.1.4. Dealing with any currency risk.

10. Basis of Payment

10.1. Payments will be made in Pound Sterling (GBP), within 30 days of receipt of an acceptable invoice and subject to performance as identified by milestones or deliverables specified in the Contract.

10.2. All Tenderers should be aware that agreed pricing shall be Withholding Tax (WHT) and Value Added Tax (VAT) inclusive, as per the Company's standard contract templates.

10.3. Reimbursement shall be on the basis of actual expenditure evidenced by receipts.

10.4. Payments will be made according to the criteria and timeline described below:

- 20% of the total Tender Price paid at the contract signature;
- 20% of the total Tender Price after the deliverable and approval of deliverables 1 and 2;

- 20% of the total Tender Price after the deliverable and approval of deliverable 3;
- 40% of the total Tender Price after the final report approval.

11. Confidentiality

- 11.1. The Tenderer acknowledges that in the course of this Tender, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this Tender and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person.
- 11.2. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:
- 11.2.1. is strictly necessary for submitting the Tender;
 - 11.2.2. is required by relevant laws;
 - 11.2.3. is authorised by prior written approval from the Company; or
 - 11.2.4. occurs after the Confidential Information already is or comes into the Tenderer's possession (or in the public domain) otherwise than pursuant to this Tender, pursuant to a separate confidentiality undertaking by the Tenderer or a third parties' (or that parties') unauthorised disclosure.
 - 11.2.5. If the Tenderer is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company.
 - 11.2.6. The parties agree that this obligation applies during the Tender and after the completion of the process.

12. Request for Information

- 12.1. Any prospective Tenderer may until Deadline for receipt of Clarifications set out in Part 1 request information on any point of clarification in this Tender. The information requested shall be given in writing by The Company as soon as practicable, and where in the opinion of The Company the information could have an effect on other tenderers, that information may at the Company's sole discretion be given in writing to all known prospective tenderers.

13. Business Partner Code of Conduct

- 13.1. Tenderers shall comply with the Company's Business Partner Code of Conduct in the submission of any tenders.

14. Unsuccessful Tenders

- 14.1. Unsuccessful Tenders will be notified in writing and shall be entitled to feedback regarding their tender.

15. Tenderer Acceptance of Conditions

- 15.1. A Tender lodged in response to this Invitation to Tender does so with agreement to these Conditions of Tender unless any departures from these Conditions are detailed in the tender submission. The Company reserves the right to reject any departure from these Conditions of Tender, and thereby determine that the tender submission is non-conforming for that reason.

16. Publicity

16.1. No publicity regarding the procurement or the award of any Contract will be permitted unless and until the Company has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the Invitation to Tender, its contents or any proposals relating to it without the prior written consent of the Company.

17. Jurisdiction

17.1. This Agreement shall be subject to the laws of the Jurisdiction.

17.2. The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement or the breach, termination, or invalidity thereof.

17.3. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

17.4. The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English. The relevant laws shall be the laws of the Jurisdiction.

17.5. Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

18. Client Specific Provisions

18.1. Subcontractors and Consultants will be required to comply with the terms of the Head Contract for the Project, including the DFID Standard Terms and Conditions and any additional terms advised by the Company.

19. Consortium

19.1. Tenders of multiple parties, in the form of a consortium, are accepted.

Part 4 Technical Assessment and Selection Criteria

1. Technical Submission.

1.1 The Technical Assessment places emphasis on the degree of confidence the Procurement Committee has in the Tender content and the Tenderer's ability to deliver the services effectively. A high degree of confidence is gained where:

- 1.1.1 A deep understanding of key issues is clearly demonstrated. Merely providing general statements of information and a can-do attitude will not generate high scores.
- 1.1.2 A convincing methodology is provided to achieve results, whilst ensuring optimal value for money over the lifetime of the contract. The methodology should demonstrate how value for money will be achieved and include clear links between performance outputs and pricing mechanisms (such as milestones for payment linked to clear deliverables).
- 1.1.3 The methodology includes monitoring & performance management tools where appropriate, such as: critical path analysis, risk strategies/mitigation plans, communications plans etc.
- 1.1.4 A detailed Work Plan is provided that breaks down activities and outputs, which are clearly cross referenced (where appropriate) to the level of effort of Nominated Personnel, payment mechanisms and governance/quality assurance mechanisms to ensure effective delivery on time and within budget.
- 1.1.5 Strong examples demonstrate the proposed methodology has been applied successfully in environments relevant to the TOR.
- 1.1.6 A well-balanced team of Nominated Personnel is proposed that provides the right mix and level of skills, with assured availability at the right time and with the right number of days.
- 1.1.7 Greater effort has been made to provide certainty in the Tender detail so that it can be relied on from a contractual perspective (for example, poor management processes, lack of performance measures and vague terminology represent a potential performance risk).

1.2 The following selection criteria and weighting will be used in the assessment process to assess the technical capacity of the Tenders.

| Scoring Methodology for the technical submission | |
|--|--|
| 5 | Excellent, addresses the requirements of the TOR and all ITT issues, and where relevant demonstrates fine tuning, to make a match with Client expectations, and is of a quality and level of detail and understanding that provides confidence in certainty of delivery and permits full contractual reliance (where applicable). |
| 4 | High degree of confidence that they can meet the requirements of the TOR (and where relevant strong evidence they have tailored their response to meet these). Demonstrates they have a thorough understanding of what is being asked for and that they can do what they say they will; translates well into contractual terms (where applicable). |
| 3 | An understanding of all issues relating to delivery of the TOR and tailoring the response to demonstrate that proposals are feasible so that there is a good level of confidence that they will deliver; can be transposed into contractual terms (where applicable). |
| 2 | Understands most of the issues relating to delivery of the TOR and addresses them appropriately with sufficient information, but only some relevant tailoring and so only some confidence that they will be able deliver in line with expectations. |
| 1 | Some misunderstandings of the issues relating to delivery of the TOR and a generally low level of quality information and detail. Poor appetite to tailor when asked and so fails to meet expectations in many ways and provides insufficient confidence. |
| 0 | TOR issues are scantily understood and flimsy on quality information, with minimal tailoring if anywhere relevant. Provides no confidence that the issues will be addressed and managed at all in line with expectations. |

1.3 Technical Submissions **MUST** follow the question structure below, addressing each question separately and distinctly:

| Form of Technical Submission | | Page Limit | Weight X Score | | Max Weighted Score | Minimum Score Requirement |
|------------------------------|--|------------|----------------|----------|--------------------|---------------------------|
| 1 | <p><u>Quality of Nominated Personnel and/or Partners</u></p> <p>Tenderers should describe, referring to the CVs submitted to evidence any statements, how the Nominated Personnel fulfil each of the criteria set out in the Specification of the advisory support in the TOR and how they are sufficiently skilled to undertake all aspects of the Scope of the assignment.</p> <p>Answers should demonstrate, but not be limited to, the Nominated Personnel's extensive knowledge of value chains, marketing systems, private sector development, analytical, research, presentation skills and economic anthropology.</p> | 2 pages | 6 | [0 to 5] | 30 | 3 out of 5 |
| Response: | | | | | | |
| 2 | <p><u>Methodology and Approach to Delivery of TOR</u></p> <p>2.1 Tenderers should describe from their own understanding of the Objectives of the assignment and the Scope of the assignment in the TOR, as well as the context of the project, how their Nominated Personnel will facilitate delivery of the tasks, outputs and deliverables set out in the Scope of the assignment. (Weighted = 7; Max Score – 35 out of 50).</p> <p>2.2 Tenderers are also expected to describe their approach to ensuring optimal value for money (Weighting = 2; Max Score – 10 out of 50).</p> <p>2.3 Tenderers should provide a two-page anticipated Workplan (not included in the Page Limit), plotting the delivery of the tasks and clearly linked to the level of effort of each of the Nominated Personnel. This Workplan must identify the number of days to be worked by each individual staff role, and should directly</p> | 2.5 pages | 10 | [0 to 5] | 50 | 3 out of 5 |

| | | | | | | |
|-----------|--|--------|---|----------|----|------------|
| | relate to the information provided in the Financial Submission (Weighting = 1; Max Score – 5 out of 50). | | | | | |
| Response: | | | | | | |
| 3 | <u>Relevant Experience</u> Tenderers should identify 2 assignments undertaken within the last 5 years relevant to the TOR and the project context. A brief summary of each of the assignments should be provided, as should the name and contact details for referees who can verify the Tenderers performance on the assignment. | 1 page | 4 | [0 to 5] | 20 | 3 out of 5 |
| Response: | | | | | | |

2. The Tenderer must provide an up-to-date CV (including the names and contact details of two referees) for all Nominated Personnel expected to contribute to the performance of the TOR (no longer than four A4 pages in length).
3. The Technical Submission format **must** clearly address the criteria above as this will impact on the assessment process.
4. The Technical Submission should not exceed the total Page Limit (excluding CVs and workplan).
5. If crucial information is still needed and doesn't fit in Page Limit, tenders can include one attachment.

Part 5 Financial Assessment and Selection Criteria

1. The financial component must:

1.1. Using the below format state the daily fee rates (based on an 8 hour working day for one person) for all the Nominated Personnel and any other staff roles expected to be deployed. Fee rates should include all costs that are not reimbursable. Fee rates must be in Pound Sterling (GBP) and **must be inclusive of all relevant taxes.**

1.2. The staff roles and number of days stated here should **correspond directly** to those listed in the Workplan provided as part of the Technical Submission.

1.3. The Tender Price will form the basis of the comparative financial assessment.

| Nominated Personnel | Staff Role | Daily Fee Rate | Number of Days | Cost |
|---------------------|-------------------|----------------|----------------|--------------------|
| E.g. Consultant A | E.g. Staff Role A | e.g. £100 | e.g. 2 | e.g. £200 (2x£100) |
| E.g. Consultant B | E.g. Staff Role B | e.g. £50 | e.g. 3 | e.g. £150 (3x£50) |
| Tender Price | | | | e.g. £350 |

1.4. Using the below format state a budget and total value of all expected reimbursable expenses (see Sections 2-4 below for eligible expenses) in the format below. While these will not form part of the Tender Price and will not be considered in the comparative financial assessment, Tenderers should note that **the Financial Limit of this Tender is £65,000 and that the Tender Price plus (+) the Total Reimbursable Expenses cannot exceed the Financial Limit.** Where the Financial Limit is exceeded, the Company reserves the right not to accept the Tender.

| Reimbursable Expenses Line Item | Units | Price | Cost |
|---|---------------------------|-----------|----------------------|
| E.g. International Flight to [X] from [X] | E.g. 2 (if 2 consultants) | e.g. £100 | e.g. £200 (2 x £100) |
| Total Reimbursable Expenses | | | e.g. £200 |

2. The following financial aspects need to be taken into consideration:

- 2.1. the rates are to be inclusive of relevant taxes;
- 2.2. all activity preparation costs are the responsibility of the Tenderer;
- 2.3. all reimbursable expenses will need to be evidenced;
- 2.4. a requirement is for the preferred Tenderer to submit a monthly Progress and Financial Report and an Activity Completion Report at the end of the activity. All costs associated with the preparation and submission of these reports are the responsibility of the preferred Tenderer.
- 2.5. payment of fees and reimbursable costs may be withheld due to non-approval by the Regional Programme Manager of the Progress / Financial / Activity Completion Report or non-acceptance by the Regional Programme Manager of any related deliverables.

3. Standard allowances and costs

3.1. To be eligible for reimbursement all expenses must be incurred in accordance with the [P4F Guidelines for Using Grant Funds](#).

| Category and allowance (per assignment) | SHORT TERM < 6 months assignment) |
|---|--|
| Flights (Economy Class Only) | Return airfare can be reimbursed when flying is the most effective transportation option. |
| In-country travel | In-country ground transportation (taxis, trains, buses, car rental etc.) costs can be reimbursed as long as the costs are not part of normal 'business as usual' travel. |
| Accommodation, meals and other living / travel expenses | Hotel accommodation, meals and other living/travel expenses can be reimbursed as long as staff are travelling away from their normal place of business and/or area of residence. |

4. Insurance cover:

- 4.1. Preferred Tenderers contracted by the Company as individuals shall be added to the Company's corporate travel insurance policy and/or expatriate travel insurance policy as required. Policy details available upon request.
- 4.2. Preferred Tenderers contracted by the Company as a registered entity shall be required to evidence Professional Indemnity and Professional Liability insurance, and provide their consultants with the appropriate level of cover regarding work-related travel.

Part 6 – Palladium Standard Contract Templates

Subcontract Agreement – used when contracting a registered entity.

Consultant Agreement – used when contracting with an individual.

Both are Attached Separately for reference.

Part 7 – Declaration by Tenderers

Tenderers shall submit their tender with the following declaration:

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

Where requested by the Company, I/We will promptly provide the certificates or other documents referenced in this ITT.

I/We understand that any information given by us will be relied on and used by the Company to assess my/our suitability to participate further in this potential procurement.

I understand that the Company may reject my/our Tender if it is non-compliant, or false/misleading in any way.

Where this statement is being provided by an individual on behalf of the Company, that individual has the necessary corporate authorisation to provide the declaration on behalf of the Company.

I / We have not communicated to any person other than the Company the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I / we or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above

I/We have not engaged in any behaviour which has or could contravene Bribery Act 2010 (UK), the Foreign Corrupt Practices Act (US) or any similar legislation.

I/We have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this tender) which could give rise to a perception of bribery or corruption in relation to the Tender or any other dealings between the parties.