

Friday 21 December 2018

Invitation to Tender – COOPAVAM: Indigenous Lands Territorial Management Plan

Part 1 Tender Details and Invitation

Tender for:	<p>Partnerships for Forests approved a grant to COOPAVAM (Cooperativa dos Agricultores do Vale do Amanhecer), which is located at Juruena Municipality in Northwestern Mato Grosso State, aiming at (i) develop its marketing and sales strategies around Brazil nuts, (ii) enhance its capacity to support forest protection in the areas where it sources Brazil nut. COOPAVAM buys Brazil Nuts from indigenous lands in the region (Aripuanã and Apiaká/Kayabi) at the same time as performing institutional strengthening activities with these same communities. In 2018 COOPAVAM approved a grant from the BNDES/Amazon Fund to expand its buying area to other indigenous lands (Sete de Setembro and Zoró). To raise COOPAVAM's positive impact with the current and new indigenous lands where it sources Brazil nuts, the initiative needs consultancy services to help implement key components of the Brazilian National Policy of Indigenous Lands Environmental Management (Law N. 7,747 of 2012) around the structuring of local governance schemes and development of Indigenous Lands Environmental and Territorial Management Plans (PGTA). More specifically, for this assignment the consultant will:</p> <ol style="list-style-type: none"> I. Develop a methodology and chronogram based on local features for the establishment of a governance mechanism and the creation or update of individual indigenous land plans. II. Facilitate the establishment of governance structure related to Coopavam's intervention with Brazil nuts commercialization in the target indigenous lands, agreed among Coopavam and local indigenous associations; III. Facilitate the creation and/or updating of PGTAs in the four mentioned Indigenous lands. IV. Support indigenous communities to implementation key land protection and monitoring activities under each PGTA.
Project:	COOPAVAM
Activity Number	P4F-0456
The Company:	Palladium International Limited
Closing Date and Time:	Thursday 31 January 2019 at 18:00 GMT

Contact Person:	Luiz Henrique de Almeida (luiz.almeida@partnershipsforforests.com)	
Anticipated Timetable:	ITT made available:	21/12/2018
	Deadline for receipt of Clarifications:	18:00 GMT 20/01/2018
	Deadline for receipt of Tenders:	18:00 GMT 31/01/2019
	Evaluation of Tenders:	05/02/2019
	Notification of Award:	10/02/2019
	Confirm Contract Award and Contract Start Date:	15/02/2019
Tender Validity Period:	30 Days after the Closing Date	
Details for submission:	Tenders should be emailed to the Contact Person before the Closing Date and Time. Each of the four 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.	
Jurisdiction	England & Wales	

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 standard contract templates 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 the Contact Person by e-mail luiz.almeida@partnershipsforforests.com.

Yours sincerely,

Marcio Sztutman

Team Leader, Partnerships for Forests

Part 2 Terms of Reference

Activity No. P4F-0014/1

1. Background

Partnerships for Forests 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 technical assistance 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 "*Cooperativa dos Agricultores do Vale do Amanhecer*" (COOPAVAM). COOPAVAM enables the sustainable structure of the regional Brazil Nuts value chain by enhancing the expertise in each of its links through a successful model that raises the value of the standing forest and avoids forest loss related activities such as illegal logging, cattle and soybean production. Although this region is recognized as part of Brazilian "deforestation arc" it holds the last preserved forest boundary in the state of Mato Grosso, which faces daily challenges to prevent the spread of new deforestation activities.

In the middle of 2018, COOPAVAM was contemplated with grant funds from the Amazon Fund to expand its processing capacity and to provide tools, equipment and training for the indigenous associations that COOPAVAM already buy from (Aripuanã and Apiaka/Kayabi), and further Indigenous Lands COOPAVAM will buy from after expansion (Zoró and Sete de Setembro). However, Amazon Fund contribution does not tackle the enhancement of: (1) COOPAVAM's ability to reach new buyers for Brazil Nuts related products; (2) COOPAVAM's role in strengthening and developing forest protection and monitoring strategies aligned with local indigenous economic activities and Brazil's national policies and regulation. In this sense, Partnerships for Forests will support COOPAVAM to enhance both items. This term of reference will cover the latter, by procuring a consultancy company to develop Indigenous Lands Environmental and Territorial Management Plans (PGTA)¹ in the four Indigenous Lands under the scope of this project: Apiaka-Kayabi, Aripuaná, Sete de Setembro and Zoró.

2. Objectives of the assignment

The overall goal of this work is to support COOPAVAM in enhancing their ability to generate positive impacts in forest monitoring, forest protection and improvement in livelihoods in the cooperative's region of operation, namely four indigenous lands in Northwest Mato Grosso and Northeast Rondônia: Apiaka-Kayabi, Aripuanã, Sete de Setembro and Zoró.

For this assignment, the consultant is expected to:

- V. Develop a methodology and chronogram based on local realities for the establishment of a governance mechanism and the creation or update of individual indigenous land plans.
- VI. Facilitate the establishment of governance structure related to Coopavam's intervention with Brazil nuts commercialization in the target indigenous lands, agreed among Coopavam and local indigenous associations;
- VII. Facilitate the creation and/or updating of PGTAs in the four mentioned Indigenous lands.
- VIII. Support indigenous communities to implementation key land protection and monitoring activities under each PGTA.

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.

3. Scope of the assignment

The consultant will facilitate processes with indigenous associations and communities of four indigenous lands in Northwest MT and Northeast of RO aiming at improving the territorial management and forest protection in alignment with existing Brazilian policies and regulations. These four indigenous lands are:

¹ The PGTA concept adopted in this Term of Reference follows Brazilian Federal Indigenous Affairs Agency (FUNAI) guidelines, in accordance with the Brazilian National Policy of Indigenous Lands Environmental and Territorial Management, Law N. 7,747 of 2012.

- *Apiakás-Kayabi*: 109 thousand hectares in Juara municipality (MT State), 885 people, three ethnic peoples.
- *Aripuanã*: 751 thousand hectares spread in Juína and Vilhena municipalities Mato Grosso and Rondônia States, 352 people, one indigenous ethnicity.
- *Sete de Setembro*: 248 thousand hectares spread in Cacoal, Espigão D'Oeste and Rondolândia municipalities in Mato Grosso and Rondônia States, 1375 people, one indigenous ethnicity
- *Zoró*: 356 thousand hectares of land in Rondolândia, Rondônia State, 711 people, one indigenous ethnicity.

The PGTA is the officially recognised mechanism that promotes indigenous leadership in developing long-term vision and plans related to the management of their territory and natural resources. The support to the development and/or improvement of PGTA as well as to the implementation of key aspects of these plans related to forest protection is a central aspect of this work. Additionally, given Coopavam will be dealing with four distinct indigenous lands, agreements among representatives of these four indigenous lands are expected to be reached allowing the development of an structured governance related to Brazil nuts collecting, processing and commercialization.

The principles and activities under each objective of this work are detailed below.

- I. **Develop a detailed workplan to establish a governance structure and the creation/updating of individual indigenous lands' PGTAs.** This workplan should be based on (i) Coopavam operational characteristics, (ii) assessment of past and existing efforts related to environmental and territorial management in the four target indigenous lands and (iii) relevant literature.

The assessment should allow a comprehensive understanding of past and ongoing activities that can either support or jeopardise future investments in territorial management and in Brazil nuts related activities. The consultancy is not expected to duplicate existing efforts but rather to help local groups make further advances on what has been done before.

Each one of the four indigenous lands have distinct characteristics and past experiences in relation to territorial management and hence we do not expect the same set of activities for all of them. The workplan should include the methods to develop the PGTA and should be based on participatory principles. Therefore, the workplan must include activities with each individual indigenous land for shared construction and validation, but also activities with all actors involved to build alignment between COOPAVAM and the leaders of all indigenous lands.

- II. **Facilitate the establishment of governance structure related to Coopavam's intervention with Brazil nuts commercialization in the target indigenous lands, agreed among Coopavam and local indigenous associations.** These agreements should cover at a minimum the following aspects:
 - a. Decision making body and procedures, including representation and ways for their selection, scope of decisions, conflict resolution mechanism, frequency of meetings and other related aspects;
 - b. Mechanisms to ensure effective and efficient communication and transparency of Coopavam relevant transactions and decisions;

- c. Benefit sharing mechanism among indigenous lands for the expected additional **volume** of Brazil nuts that will be bought after COOPAVAM's processing facility expansion. Benefit sharing mechanism *within each individual indigenous lands* must be dealt during the creation of each PGTA (point III, below);
- d. Mechanisms to direct part of the Brazil nuts commercialization profits in forest protection and land monitoring activities.

To reach these desired agreements the consultant is expected to collect inputs, provide guidance through bi-lateral and multilateral meetings with local stakeholders, with at least one moment engaging all parties for decision making. Final agreements should be registered in writing with stakeholders' adherence demonstrated.

III. **Facilitate the creation and/or updating of PGTAs in the four mentioned Indigenous lands:** The concepts and principles here adopted for PGTA development are those supported by FUNAI and described in the publication "*Orientações para elaboração: Planos de Gestão Ambiental e Territorial de Terras Indígenas*".²

Based on that publication, it is expected that the process of creating new PGTA include the following phases:

- a. *Awareness and mobilization:* focus on identifying the right momentum and engaging the right actors for establishing the local PGTA process. Main audience is the indigenous groups themselves and also their closest allies, such as FUNAI local and potentially other groups. A detailed chronogram should be developed in partnership with the target audience.
- b. *Diagnosis:* presents a strong participatory approach. Should include the development of an ethnomap of the entire indigenous land; this is an assessment tool based on spatial representation of the territory according to indigenous knowledge and standards. Its development may include local meetings and field activities where this later is conducted by indigenous groups themselves.
- c. *Planning:* includes the prioritization of activities aiming at problems resolution and development of the potentialities identified in the diagnosis phase. The development of agreements within communities of the indigenous land is a crucial aspect of that phase. An important and helpful tool is the ethno-zoning, where communities identify priority uses por parcels of their territory, related to their characteristics and the community's objectives.

Although the final definition of the sections that each PGTA should be made with the indigenous communities, a general approach to be considered is the inclusion of the following chapters: surveillance & protection; economic activities; land use agreements; indigenous capacity building; and monitoring & evaluation.

Activities related to surveillance & protection and economic alternatives must be represented in some fashion in the PGTA, whether as specific chapters or in different manners; this is so because as the positive impacts from Coopavam activities are dependent on their planning to reach greater scale. Institutional

² Available at http://www.funai.gov.br/arquivos/conteudo/cggam/pdf/Cartilha_PGTA.pdf

arrangements for implementation and financial sustainability are also useful transversal sections of PGTAs.

Given the context where these PGTA will be developed, it is expected that they present a special view on Brazil nut stock, access and conservation. Finally, that general context of PGTA should be adapted for each indigenous land; they do present distinct past experience and hence some areas might only require quick updates of those plans whereas other might require work to be started from the very beginning.

The PGTA should include a detailed budget and roadmap to implement the activities defined during its construction.

- IV. Support indigenous communities to implement key land protection and monitoring activities under each PGTA:** Based on the surveillance and monitoring activities defined in the PGTA, the consultant will need to help COOPAVAM and indigenous communities during the implementation of those activities for a period of 6 months. This is necessary to assure that COOPAVAM and the indigenous have the necessary expertise to establish and maintain surveillance and monitoring activities. In this context, the consultant should develop specific workshops or training sessions with COOPAVAM and indigenous. For instance, it is expected that drones that will be made available by Coopavam to help find and monitor Brazil nut in the forests. The drones could also be used to monitor sensitive areas of indigenous lands. In addition, the very own implementation of the PGTA needs to be monitored for efficiency, generating data that might request specific methods for analysis. The consultancy is expected to support indigenous associations in deploying these new tools, as well as to foster the formalization and implementation of agreements with local authorities to increase the monitoring outreach and efficiency.

The consultant will ensure the quality of data gathered and the analysis made. The consultant will be working on a day to day basis COOPAVAM team. The Partnership for Forests (P4F) Latin America Regional Team will also be engaged during the implementation of this work, ensuring the quality of the results and providing appropriate guidance to the consultant to ensure that all analysis is made within the agreed timeframe. For that, the consultant will be demanded to generate data quarterly reports portraying evolution on the project development and achievements. The P4F team will support communication between the consultant and COOPAVAM members when requested. **The consultant will need to establish a demanding and recurrent physical presence at the project site, with local employees residing on the region visiting the project site regularly (weekly or bi-weekly).**

Outputs and Deliverables:

The consultant is expected to deliver the following:

Deliverables	Timeframe to deliver	Format
1. Workplan	Two months after contract signature	1 Word Document with methodological approach

		and a detailed chronogram for activities in an Excel spreadsheet. Attached to the Project's 1 st quarterly report.
2. Documentation describing the Governance Structure agreed by all associations.	Six months after contract signature with the consultant.	An agreement signed by all indigenous associations. Attached to the 2 nd Project quarterly report.
3. PGTA for Indigenous Land 1	Nine months after contract signature with the consultant	A PGTA developed with land monitoring mechanisms workplan for implementation, in pdf format and presented in ppt format. Attached to the 3 rd Project quarterly report.
4. PGTA for Indigenous Land 2	Twelve months after contract signature with the consultant	A PGTA developed with land monitoring mechanisms workplan for implementation, in pdf format and presented in ppt format. Attached to the 4 th Project quarterly report.
5. PGTA for Indigenous Land 3	Fourteen months after contract signature with the consultant	A PGTA developed with land monitoring mechanisms workplan for implementation, in pdf format and presented in ppt format. Attached to the 5 th Project quarterly report.
6. PGTA for Indigenous Land 4	Sixteen months after contract signature with the consultant	A PGTA developed with land monitoring mechanisms workplan for implementation, in pdf format and presented in ppt format.

		Attached to the 6 th Project quarterly report.
7. Forest Monitoring activities are in place and all associations can perform them properly	Twenty months after contract signature with the consultant	Monitoring reports from every Indigenous Land, or association. Attached to the 7 th Project quarterly report.
8. Final project report with details from all developed activities, achievements and next steps.	Twenty-one months after contract signature with the consultant	Final project Report in a .pdf format and .ppt format.

4. Duration and phasing

The activities are expected to commence on February 1st/2019 and end on June 20th/2020.

5. Specification of the advisory support

The ideal consultant to be hired on this term of reference is a consultancy company with a solid successful track record on:

- I. Developing PGTA's with Brazilian indigenous communities in the field (preferably in the Amazon region)
- II. Developing relevant work related with structuring the Brazil Nuts value chain with indigenous collectors.
- III. Generating solid quantitative and qualitative analysis of impacts coming from similar activities.

Former contracts with DIFID or BEIS funded successful projects will be considered an asset. Consultants that are already involved with projects at the targeted indigenous lands will also be considered an asset.

The consultant must have a high level of commitment and responsibility towards completing assignments efficiently, accurately and in a timely manner. The consultant to be contracted will also display high standards of ethical conduct and will not harm COOPAVAM's current relationship with the indigenous communities.

6. Financial component

The Financial Limit for this procurement is **£200,000**.

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

7. Responsibilities of the Company

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

8. Contractor responsibilities

To be prepared to sign the Standard Contract Terms (See Part 7).

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 have any relevant registrations (including tax registrations).

If unable to supply the above, to provide sufficient justification as to why you cannot be employed as a sub-contractor or service provider.

Organise appropriate travel, accommodation and travel insurance arrangements using Palladium's systems (if applicable).

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

To complete the monthly progress reports and activity completion report in the prescribed format and on the required dates.

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 2), including the declaration contained in Part 8;
- 1.1.2. a due diligence submission (Part 6);
- 1.1.3. a technical submission (Part 4); and
- 1.1.4. a financial submission (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, and the relevant registration number; and
- 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 8.

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 uncapitalised 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 due diligence assessment (Part 6);
- 2.2.2. a technical assessment (Part 4);
- 2.2.3. a financial assessment (Part 5);
- 2.2.4. other factors, which may impact on the Tenderer's performance.

- 2.3. The Company will undertake a due diligence assessment of the Tenderers responses to the questions on the Due Diligence Form at Part 6. Tenderers may be excluded from the procurement process if they are judged to have failed the due diligence assessment. Tenderers are 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 a 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, as per Part 6.
 - 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 for those Tenders assessed by the Company as not acceptable on due diligence grounds (as set out in 2.3) will not be subject to technical or financial assessment.
- 3.5. Tenderers should note that technical submissions that do not meet 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.
- 3.6. The Technical Submission must:
 - 3.6.1. be in a type font of no less than 12 points;
 - 3.6.2. be in a single column format;
 - 3.6.3. be five A4 pages or less in length;
 - 3.6.4. 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:
$$\text{Price Score} = \frac{\text{Bid Price of Lowest Priced Technically Acceptable Bid}}{\text{Tenders Bid Price}} \times 20\%$$
- 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.

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 7 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 contract negotiations cannot be concluded with the preferred tenderer.

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; and

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.

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 Tenders 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.

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 the 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 Palladium.

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.

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 the 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 matrix 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 be in the following format:

Form of Technical Submission		Page limit	Weight	Score	Max Score	Minimum Score Requirement
1	<p><u>Quality of 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, and private sector development, and analytical, research and presentation skills.</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>(i) 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 (Weighting = 7 / Max Score – 35 out of 50).</p> <p>(ii) Tenderers should also describe their approach to ensuring optimal value for money (Weighting = 2 / Max Score – 10 out of 50).</p> <p>(iii) Tenderers should provide a half 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 any proposed output based payment deliverables, dates and amounts (Weighting = 1 / Max Score – 5 out of 50).</p>	2.5 pages	10	[0 to 5]	50	3 out of 5
Response:						
3	<p><u>Relevant Experience</u></p> <p>Tenderers should identify 2 assignments undertaken within the last 5 years relevant to the TOR and the</p>	0.5 pages	4	[0 to 5]	20	3 out of 5

	<p>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.</p>					
<p>Response:</p>						

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 five A4 pages (excluding CVs).

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. Fee rates should include all costs that are not reimbursable. Fee rates must be in Pound Sterling (GBP). The Tender Price will form the basis of the comparative financial assessment.

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

- 1.2. Using the below format state a budget and total value of all expected reimbursable expenses (see Sections 2-4 below for eligible expenses). 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 **£30,000** 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 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 / Activity Completion Report or non-acceptance by the Regional Programme Manager of any related deliverables.

3. Standard allowances and costs

Category and allowance (per assignment)	SHORT TERM < 6 months assignment)
Flights/Travel (Economy Class international and domestic travel)	Return airfare can be reimbursed where the preferred tenderer is required to travel from their normal place of business.

In-country travel	Domestic ground transportation costs can be reimbursed where the preferred tenderer is required to travel away from their normal place of business.
Accommodation, meals and other living / travel expenses	Hotel accommodation, meals and other living/travel expenses can be reimbursed where the preferred tenderer is required to travel away from their normal place of business.

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 Due Diligence Assessment Form

[Attached Separately]

Please also provide a completed version of the below 'Additional Due Diligence' table within your response to Part 6 (Additional Disclosures) of the Due Diligence Assessment Form.

Additional Due Diligence			
1. Has the Tenderer failed to fulfil obligations relating to the payment of taxes and/or social security contributions under the law of the relevant jurisdiction in which it is established? If YES, please supply details.			YES/NO
2. Has the Tenderer had its statutory audited accounts (or its parent, ultimate parent, or subsidiaries' accounts) qualified in any of the last 3 years? If YES please provide details.			YES/NO
3. Has the Tenderer ever engaged in any anticompetitive behaviour, collusion, or any attempt to distort the market in any way? If YES please provide details.			YES/NO
4. Are you aware of any conflicts of interest between the Tenderer and Palladium or McKinsey or any of the ERC consortium companies listed in the Background section of Part 2 of the ITT? If YES to either part please provide details and explain how you propose to remedy the situation			YES/NO
5. Please let us know how you would deal with any potential conflict of interest which may arise in the future.			
6. Has the Tenderer had any contracts which have been terminated for poor performance or has a court awarded any damages against the Tenderer for poor performance under a contract within the last 3 years? If YES, please provide details below.			YES/NO
Client name and address	Contract reference and brief description of services provided	Date of claim/ contract termination	Reason for claim/ contract termination
7. In the last 3 years has the Tenderer been - or is the Tenderer in the process of being - the subject of formal investigation by the Equality and Human Rights Commission or equivalent body in any jurisdiction on the grounds of alleged unlawful discrimination in the employment field? If YES, please provide details.			YES/NO
8. Has the Tenderer been responsible directly or indirectly for any material environmental incidents in the last 3 years, irrespective of whether they were the subject of an official investigation? If YES, please provide details.			YES/NO
9. If the answer to either question 7 or 8 is YES, please explain what steps have you taken as a result of that finding or investigation?			

Part 7 – Palladium Standard Contract Templates

Subcontract Agreement – used when contracting a registered entity.

Consultant Agreement – used when contracting with an individual.

[Both Attached Separately]

Part 8 – 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.