

Monday 24 June 2019

Invitation to Tender – ALIANÇA DA TERRA SA: Sales and Marketing Strategy

Part 1 Tender Details and Invitation

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| Tender for: | <p>Partnerships for Forests (P4F) approved a grant to Aliança da Terra SA, which is a company located in Goiânia, Goiás, aiming to develop a marketing and sales strategy plan to support the company to effectively implement its business model and position the PRP stamp in the market.</p> <p>PRP is a database of rural properties created by the NGO Aliança da Terra in 2006, which is now managed by Aliança da Terra SA. The platform supports rural producers, companies and consumers to establish a more sustainable supply chain. Offering rural producers a roadmap and technical assistance to implement best practices on responsible production. After the rural property is added to the platform, it is monitored regarding environmental (e.g. fire focus, deforestation) and social (e.g. slavery) aspects. To date, more than 1,300 rural properties are monitored within the scope of PRP, offering to numerous companies information on the social, environmental and productive performance of their supply chain. Well-known product brands are already using the "Producing Right" stamp.</p> <p>To raise Aliança da Terra SA's presence within the agribusiness sector, the company needs consultancy services to build its brand and position its industry authority, expand presence in the market and strengthen the loyalty of "inherited" clients from the NGO as well as attract new ones. The Sales and Marketing Strategy must be based on ATSA's business model, supporting PRP transition from the NGO format towards a sustainable private business, with the objective to reach the mark of 1.2 million hectares of new monitored land by 2020 in the platform.</p> <p>For this contract, the assigned consulting company will:</p> <ol style="list-style-type: none">I. Perform a market study over Aliança da Terra SA's clients, products and services portfolio and the most effective way to access markets and develop and implement a Sales and Marketing Strategy alongside with ATSA's team;II. Manage the implementation of defined actions, alongside with ATSA's team, related to the internal and external communication and marketing as described in the S&M strategy, including but not limited to, content creation, social media, campaigns;III. Build and prepare ATSA commercial team to deal with complex clients and maximize sales conversion. |
| Project: | Producing Right Platform (PRP) |
| Activity Number | Tender 01 |
| The Company: | Aliança da Terra SA |

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| Closing Date and Time: | 05 July 2019, 23:59 BRT | |
| Contact Person: | | |
| Anticipated Timetable: | ITT made available: | 24 June 2019 |
| | Deadline for receipt of Clarifications: | 30 June 2019 |
| | Deadline for receipt of Tenders: | 05 July 2019, 23:59 BRT |
| | Evaluation of Tenders: | 06 to 11 July 2019 |
| | Notification of Award: | 12 July 2019 |
| | Confirm Contract Award and Contract Start Date: | 17 July 2019 and 22 July 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 – Aliança da Terra SA: Sales and Marketing Strategy'). 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 | Brazil | |

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. The standard contract template, which the successful tenderer (if any) will be required to sign, will be sent once agreed commercial terms have been included.

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

I look forward to your response, and if you have any queries, please don't hesitate to contact Lilian Scheepers by e-mail lilian.scheepers@aliancadaterra.org.

Yours sincerely,

Aline Locks

CEO, Aliança da Terra SA

Part 2 Terms of Reference

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.

In Brazil, Partnerships for Forests is supporting Aliança da Terra SA with the aim to develop its Sales and Marketing plan. The Producing Right Platform (PRP) is a database of rural properties supporting producers, companies and consumers to establish a more sustainable supply chain. It is managed by Aliança da Terra SA. In summary, the dynamics of PRP work in the following way: (i) rural producers face challenges to comply with social and environmental laws and PRP provides technical assistance using best practices to encourage a more sustainable and responsible production; (ii) market players (companies) face challenges to evaluate the sustainability of their supply chains and PRP provides them with information and a sustainable network of rural producers, and (iii) PRP helps consumers to identify products from responsible sourcing by providing a stamp to be used on food items available in the supermarkets.

The platform protects the forest and create social benefits assisting rural producers to improve social and environmental conditions in their properties, through in situ diagnostics, monitoring and a roadmap with technical assistance for improvements. Currently, 5 million hectares are under PRP's monitoring, and 2.4 million hectares of them are protected areas. The platform have already leveraged approximately £ 16 million in social-environmental improvements.

PRP has a system with great potential to scale-up. However, Aliança da Terra SA must now have a robust Sales and Marketing Strategy.

This Term of reference aims at developing its Sales and Marketing plan to support PRP to effectively implement the new business model and position the PRP stamp.

2. Objectives of the assignment

The overall goal of this work is to support ATSA to build its brand and position its industry authority, expand presence in the market and strengthen the loyalty of "inherited" clients from the NGO as well as attract new ones. The Sales and Marketing Strategy must be based on ATSA's business model, supporting PRP transition from the NGO format towards a sustainable private business, with the objective to reach the mark of 1.2 million hectares of new monitored land by June 2020 in the platform.

For this assignment, the consultant is expected to:

- I. Perform a market study over Aliança da Terra SA's clients, products and services portfolio and the most effective way to access markets and develop and implement a Sales and Marketing Strategy alongside with ATSA's team;

- II. Manage the implementation of defined actions, alongside with ATSA's team, related to the internal and external communication and marketing as described in the S&M strategy, including but not limited to, content creation, social media, campaigns;
- III. Build and prepare ATSA commercial team to deal with complex clients and maximize sales conversion;

The section 3 below describes in detail the scope of these objectives, while sections 4, 5 and 6 details the duration, what is expected from the consultancy company and the financial limit for this procurement.

3. Scope of the assignment

To achieve the objectives described, the chosen consultant will have to develop the following:

I. **Perform a market study over Aliança da Terra SA's clients, products and services portfolio and the most effective way to access markets and develop and implement a Sales and Marketing Strategy alongside with ATSA's team**

a. Description

The consultant will develop a Sales and Marketing Strategy to build ATSA's brand and industry authority, increase presence in the market and establish new contracts with existing and new clients. The S&M strategy must focus on the PRP transition from the NGO format towards a sustainable business format, with the goal to go beyond the mark of 1.2 million hectares of new monitored land by June 2020 in the platform. The strategy must present solid and effective actions to propel ATSA's team to achieve this hard goal.

b. Format

For this Item, deliverable must be a ".doc" and a ".pdf" document with a Sales and Marketing Strategy with an implementation schedule, and a clear road map to implement it.

c. Minimum Quality Requirements

The Sales and Marketing Strategy must answer the following questions and provide evidences for each of them:

- Vision, Value and Impact
 - o Does ATSA have a clear vision for 2020?
 - o Does ATSA have a defined product and clear value proposition, including a strategy, impact and Return On Investment (ROI)?
- Stakeholders plan
 - o What are the key stakeholders?
 - o What are the key stakeholders engagement strategies and responsibilities?
- On price and competitiveness
 - How ATSA's competitors access different markets and channels?
 - How ATSA should structure its price to compete effectively with others?

- On commercial operations
 - What is the ideal channel mix?
 - How can ATSA structure better towards an ideal salesforce model?
- On logistics and infrastructure
 - How logistics problems affect ATSA?
 - How ATSA can overcome these challenges efficiently?
 - What is the required infrastructure necessary to run the business (including staff, organisation, location, land, office, IT, production, storage, suppliers etc.)? Is it in place?
 - Does ATSA has the management, technical and business capabilities to run the business?
- On Marketing
 - What is the appropriate level for marketing investment considering ATSA's dimension?
 - How ATSA can divide the investment in different channels?
 - What is the required funding amount and sources?
 - What is the market size, price levels, structure and trends?
 - What are the appropriate marketing channels to be used by ATSA?
 - What is the appropriate go-to-market strategy?
- On Client Service
 - What is the optimal structure in client service operations? And what ATSA needs to give a step further?
 - Is ATSA attending effectively the client's demands? And how can they improve it?

Based on that, the Sales and Marketing strategy must contain

- An analysis of Potential Markets for ATSA with key trends and opportunities.
- An analysis of ATSA's products with recommendations for product portfolio management;
- An analysis of ATSA's products market position and how to improve it;
- A road map for ATSA accessing new clients;
- A clear and realistic financial projection (cost, revenue, investments, profit, and cash flow) and evidences on this in a balance sheet and Profit & Loss;
- Evidences if ATSA has a plan for continued financial sustainability following the end of P4F funding;
- The key risks identified and commensurate mitigation strategies;
- Detailed schedule and workplan for implementing the strategy in the following months of the project development, divided in short-term (until the end of 2020) and long-term (after 2020).

II. Manage the implementation of defined actions, alongside with ATSA's team, related to the internal and external communication and marketing as described in the S&M strategy, including but not limited to, content creation, social media, campaigns;

- a. Description

The consultant will manage, alongside with ATSA's team, the entire process of creation and implementation of all materials related to the communication and marketing needs set in the S&M Strategy. Having in mind the need to build ATSA's brand and industry authority, increase presence in the market and help establish new contracts with existing and new clients as fast as possible, so the goal of adding an extra 1.2 million hectares in the platform is reached by June 2020.

b. Format

For this Item, the deliverables must be: (1) S&M Plan containing in detail, but not limited to – (a) brand development and positioning, (b) promotion materials, (c) social media presence and content creation, (d) campaigns, (e) press and PR support, and any relevant deliverables recommended by the consultant.

c. Minimum Quality Requirements

They are:

- Document presenting the result of the branding exercise;
- Internal and external communication plan, including medias and campaigns, aligned with the company's business plan and sales goals, and an implementation schedule;
- Management, monitoring and control of contracts and service rendering of communication and marketing suppliers (agencies, designers, producers, automakers, graphic designers and others)
- All stages of work should be performed and implemented with the participation of ATSA's team

These will be verified by meetings with P4F and ATSA, register of communications (emails, messages), reports and meeting notes presented at the quarterly reports.

III. Build and prepare ATSA commercial team to deal with complex clients and maximize sales conversion

a. Description

The consultant will perform training and capacity building activities with ATSA commercial team, enhancing their business and management abilities. At the end of the project, ATSA team must be prepared to deal with complex clients and be equipped to reach the ultimate goal of signing new contracts, reaching the goal of 1.2 million hectares of new monitored land by June 2020 in the platform.

b. Format

For this Item, the deliverables must be: (1) training schedule to prepare ATSA commercial team to handle complex clients and demands, considering the actions set in the S&M strategy developed as in Item I; (2) training logs based on (1); (3) training material produced to support future trainings and ensure consistency and standard of ATSA commercial team.

c. Minimum Quality Requirements

They are:

- Training schedule must have interventions to enhance ATSA’s commercial team abilities to better address and manage highly complex requests from demanding market players and establish new contracts with existing and potential clients handle. It is imperative to consider strengthening loyalty with “inherited” clients from the NGO;
- Training logs presenting the theme and staff members;
- Training material produced containing the techniques supporting item b.1 above.

The consultant will be demanded to generate quarterly reports portraying evolution on the progress of ATSA’s commercial team achievements.

Outputs and Deliverables:

The consultant is expected to deliver the following:

| Deliverables | Timeframe to deliver | Format |
|--|---|--|
| 1. Sales and Management Strategy | Three months after contract signature with the consultant | 1 - For this item, deliverable must be a “.word” and a “.pdf” document with the Sales and Marketing Strategy, with the minimum requirements presented on Chapter 3, item I of this document, and a “.ppt” with the highlights from the Sales and Marketing Strategy. |
| 2. Communication & Marketing materials and content | Monthly, following implementation schedule set | 1 - For this item, deliverable must be a “.word” and a “.pdf” document with the Branding result and Communication & Marketing Plan, with the minimum requirements presented on Chapter 3, item II of this document. |
| 3. Capacity building activities | Activities can occur throughout the entire development of the project, based on the proposed schedule on the Sales and Marketing strategy | 1 - Training logs from the capacity building interventions with signed presence and training schedule, both with the |

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| | | minimum requirements established in Chapter 3, item III of this document. |
| 4. Final project report with details from all developed activities, achievements and next steps. | ten months after contract signature with the consultant | Final project Report in a .pdf format and .ppt format. |

4. Duration

The activities are expected to commence on 15/July/2019 and end on 30/June/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 solid Sales and Marketing Strategies for businesses, preference given to companies with track record on agribusiness, following details described on section 3 (above), sub-item (I);
- II. Creating internal and external communication and marketing materials, including but not limited to, content creation and curation, social media, campaigns and other related aspects, following details described on section 3 (above), sub-item (II);;
- III. Performing capacity building in business and sales for commercial teams, following details described on section 3 (above), sub-item (III).

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.

6. Financial component

The Financial Limit for this procurement is **GBP 77,000**.

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 complete the Company's Standard Due Diligence Questionnaire and to submit it together with the Submission of Tender.

To be prepared to sign the Standard Contract Terms that will be provided with the Notification of Award.

To have in place insurance policies covering 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.

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.

9. Other requirements for the Consultant

To be legally established in Brazil and to have *Cadastro Nacional de Pessoa Jurídica* (CNPJ).

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.

1.5. 'The Company' (where capitalised) means Aliança da Terra SA (ATSA), the sender of this invitation. Depending on the context, an uncapitalised version of 'company' may also refer to the Company.

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 Tenderer's responses to the questions on the Due Diligence Form mentioned in Part 6 and sent as an attached file. 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 with 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 5.

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:

$$\text{Technical Score} = \frac{\text{Tender's Weighted Technical Score (out of 100)}}{\text{Highest Weighted Technical Score (out of 100)}} \times 80\%$$

- 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, that will be provided with the Notification of Award, is signed by the Company (with the agreed commercial terms included).
- 5.3. 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. 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.

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

8.3. 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 Financial Transaction Tax (IOF) and Income Tax (IR) inclusive, as per Brazilian tax regulations.

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. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:

11.1.1. is strictly necessary for submitting the Tender;

11.1.2. is required by relevant laws;

11.1.3. is authorised by prior written approval from the Company; or

11.1.4. 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.

11.1.5. 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.

11.1.6. 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. Governance Policy and Code of Ethics and Conduct

- 13.1. Tenderers shall be aware and ready to help comply with the Company's Governance Policy as well as the Code of Ethics and Conduct (both attached separately) in the submission of any tenders.

14. Unsuccessful Tenders

- 14.1. Unsuccessful Tenders will be notified in writing and might 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 in the State Justice Forum, in Goiânia, capital city of Goiás state, Brazil. The language and relevant laws shall be the language and laws of the Jurisdiction.

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). |

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|---|---|
| 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 | 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 business models, market research, sales and marketing systems, best commercial practices, and presentation skills.</p> <p>Response:</p> | 2 pages | 6 | [0 to 5] | 30 | 3 out of 5 |
| 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</p> | 2.5 pages | 10 | [0 to 5] | 50 | 3 out of 5 |

| | | | | | | |
|-----------|---|-----------|---|----------|----|------------|
| | <p>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> | | | | | |
| 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 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> | 0.5 pages | 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 five A4 pages (excluding CVs and workplan).

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 | 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 A | 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 **GBP 77,000** 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 Project Manager of the Progress / Activity Completion Report or non-acceptance by the Project 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) In-country travel | Return airfare can be reimbursed where the preferred tenderer is required to travel from their normal place of business. 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 a registered entity shall be required to evidence Public Liability insurance, and provide their Nominated Personnel with the appropriate level of cover regarding work-related travel.

Part 6 Due Diligence Assessment Form

Please provide a completed version of the Due Diligence Assessment Form.

To help understand and comply to Aliança da Terra SA's policies, the following document will be made available for Tenderers:

- Code of Ethics and Conduct

[Attached Separately]

Part 7 – Aliança da Terra SA Standard Contract

The Standard Contract, which the successful tenderer (if any) will be required to sign, will be sent with the Notification of Award

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.

Part 9 – Conclusion Checklist

By the end of the proposed project, the selected Tenderer shall submit the following checklist with respective evidences:

| S&M main aspects | Y/N | Evidence |
|---|-----|----------|
| The PRP has a clear vision for 2020 | | |
| The PRP has a defined product and clear value proposition, including a strategy, impact and Return on Investment | | |
| The PRP has analysed the market (size, price levels, market structure, market trends) | | |
| The PRP has duly considered go-to-market planning and marketing channels | | |
| The PRP has a short-term and long-term marketing plan | | |
| The key stakeholders have been identified and engagement strategies / responsibilities have been established | | |
| The required infrastructure initiatives (including staff, organisation, location, land, office, IT, production, storage, suppliers etc.) are in place | | |
| The PRP has the management, technical and business capabilities to run the business | | |
| The PRP has clear and realistic financial projections (cost, revenue, investments, profit, and cash flow) and has evidenced this in a balance sheet and Profit & Loss | | |
| The required funding amount and sources have been identified | | |
| The PRP has a plan for continued financial sustainability following the end of P4F funding | | |
| The key risks have been identified and commensurate mitigation strategies have been formulated | | |
| All project partners agree with the above | | |