*[*30h June 2020]

Invitation to Tender – Consultancy (Ghana) – Feasibility and Design of a Sustainable Cocoa Landscape Finance Mechanism

Part 1 Tender Details and Invitation

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| --- | --- |
| Tender for: | Feasibility and Design of Sustainable Cocoa Landscape Finance Mechanism for three HIAs in Western- North region of Ghana |
| Project: | Partnerships for Forests |
| Activity Number | P4F 0588/1 |
| The Company: | Palladium International Limited |
| Closing Date and Time: | 31st July 2020 – 5pm GMT |
| Contact Person: | Victoria Wiafe – Duah |
| Timetable: | |  |  | | --- | --- | | ITT made available: | [30/06/2020] | | Deadline for receipt of Clarifications: | [05/07/2020] | | Deadline for receipt of Tenders: | [31/07/2020] | | Evaluation of Tenders: | [31/08/2020] | | Notification of Award: | [07/09/2020] | | Confirm Contract Award and Contract Start Date: | [09/10/2020] | |
| Tender Validity Period: | 30 days |
| Details for submission: | To be submitted by email to info.p4f@partnershipsforforests.com |
| Jurisdiction | Ghana |

Palladium invites you to tender for this activity. Please forward your Tender in accordance with the Details for

Submission above by the Closing Date and Time.

We look forward to your response, and if you have any queries, please don’t hesitate to contact Victoria Wiafe-Duah (Project director, Partnerships for Forests - West and Central Africa) by e-mail – info.p4f@partnershipsforforests.com.

Part 2 Terms of Reference

Activity No. P4F- 0588/1

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 TA must not substitute or replace organisation’s core funding, or subsidise activities that private sector companies or other partners should undertake themselves.

The eight-year programme is funded by the UK Department for International Development (DFID) as part of its commitment to help countries mitigate and adapt to climate change and currently operates in Central, East and West Africa and South East Asia. DFID has contracted Palladium and Systemiq to manage the technical assistance and grant-making facility of the programme.

**1.1 P4F Cocoa Pilots in Ghana**

In West Africa, P4F has over the past 3 years supported cocoa projects in Ghana, Liberia and Cote D’Ivoire. In Ghana, including the Olam and Touton forests partnership with communities, farmers and government to address barriers to cocoa sustainability and conservation in cocoa supply chains in the Western North Region. We have also supported the Cocoa and Forest Initiative (CFI) through the World Cocoa Foundation and IDH to facilitate implementation in Ghana and Cote D’Ivoire.

The Western North Region of Ghana is one of the six new regions created in 2019, carved out of the existing Western region of Ghana. The Western North region has an estimated population of 928,309 with over 80% of the population being smallholder farmers. Western North Ghana holds the largest area of remaining forests in Ghana and produces nearly 50% of Ghana’s cocoa beans, averaging about 400,000mt/annum. Ghana’s High Forest Zones experiences an average deforestation rate of 3.56% / annum, largely driven by cocoa farm expansion and other types of agriculture, coupled with a recent upsurge in illegal mining and logging.

P4F supported projects in Western Ghana have developed innovative landscape governance models for land and natural resource management with the ultimate goal of ensuring that cocoa and other commodities are produced and sourced within the Western cocoa belt of Ghana in a sustainable way. See below further details on our 2 flagship cocoa pilots in Ghana.

# Olam: Partnership for livelihoods and landscapes in Western Ghana

In Ghana, Olam and Rainforest Alliance are implementing the P4F supported Partnership for livelihoods and landscapes in Western Ghana to incentivize 10,000 cocoa farmers to sustainably manage and conserve 155,000 ha of the Sui River Forest Reserve in the Western North region.

Olam provides technical extension services and interest-free loan facility to cocoa farmers to safeguard the yields which would otherwise get lost by approximately 80% if nothing is done. Additionally, economic timber trees and cocoa seedlings are provided to farmers as part of productivity enhancement measures. Farmers are supported to register their farms and economic trees.

Landscape Management Boards (LMBs) will manage activities and monitor and prevent deforestation through the enforcement of by-laws and the sanctioning of farmers engaged in illegal activities. The LMBs operate through joint planning and strategy development and devolution of stewardship to local institutions, involving local communities and ensuring the equitable distribution of benefits to them. The result will be improved production that incentivizes and enables forest protection and regrowth.

OLAM Cocoa has made a public commitment to be fully sustainable by 2020 to fight deforestation, child labour, increase yields and full traceability at least to the first buyer. OLAM currently source about 50,000Mt of cocoa from Ghana and is the third largest exporter of cocoa beans from Ghana.

Outcomes achieved after nearly three years support from P4F are governance mechanisms set-up and operational with constitution and mandate for overseeing land use planning, implementation and forest conservation; Over 7,115 farms mapped and integrated into Olams Farmer Identification database; traceability systems completed; community forest enterprises established with offtake agreements for honey, snail secured; integration of agroforestry systems on cocoa farms among others.

The pilot and preparation for scale-up phase of the project is currently focusing on testing the business and commercial viability of the forest landscape governance mechanism as a vehicle of change in the landscape. This is complemented by a forest protection mechanism, based on the Landscape Action Plan, that provides incentives to communities and restores degraded areas through the planting of timber trees. The project is expected to catalyse about GB£50 million of supply chain investment from licensed buying companies, including Olam enabling them to green their supply chain for sustainable cocoa sourcing

* + 1. **Touton: Partnerships for Productivity, Protection and Resilience in Cocoa Landscape (3PRCL)**

Touton was the first company to engage the Forestry Commission and Ghana Cocoa Board to pilot the GCFRP. This pilot in the Bia-Juabeso landscape of the Western North Region and is the first hotspot intervention area identified by GoG. The landscape has a population of 147,000 people whose main source of livelihood is cocoa farming, producing approximately 60,000 MT of cocoa annually. The landscape covers a total land area of 265,500 Ha out of which 160,000 Ha is forest reserves.

The project has been successful in signing sub-agreements with indigenes of the districts, established Hotspot Intervention Area (HIA) governance board, implementing climate smart cocoa practices, and gotten the attraction of other private companies such as Ferrero and Mondelez to invest in this model. The project facilitated the signing of framework agreement between communities and GoG that served as the pre-condition for Ghana’s Emissions Reduction Payment Agreement (ERPA) with the World Bank Carbon Fund, unlocking $50m to communities for reduced deforestation and sustainable land-use over 5 years

The project is working with smallholder farmers to increase their productivity/ ha , provide farmers with incentives for forest protection, set-up forest encroachment and remediation committee, provide additional livelihoods to farmers, set-up deforestation and risk alert systems in the landscape, provide credit to farmers, plant trees on farms and train farmers on best management practices. With all this being done, there is still a gap in terms of investments needed to generate sustainable finance to produce, maintain and trade deforestation-free cocoa at scale, verified by third party at the landscape-level. This gap needs to be addressed.

The project is expected to benefit an estimated 60,000 smallholder cocoa farmers and catalyse investment of about GB£70million in supply chain finance, input supply, carbon credits among others by 2020 and beyond.

**1.1.3 Cocoa and Forests Initiative**

The Governments of Côte d’Ivoire and Ghana and the world’s leading cocoa and chocolate companies [signed landmark agreements](https://www.idhsustainabletrade.com/uploaded/2017/11/CFI-Press-Release_Final.pdf) in November 2017 to end deforestation and promote forest restoration and protection in the cocoa supply chain.

This public-private partnership – called the [Cocoa & Forests Initiative (CFI)](https://www.worldcocoafoundation.org/initiative/cocoa-forests-initiative/) – funded by partnerships for forests (P4F) is jointly implemented by the World Cocoa Foundation (WCF), IDH - the Sustainable Trade Initiative. The CFI was launched by The Prince of Wales in March 2017 and currently has 35 cocoa and chocolate companies signing unto the framework of action committing ‘‘to work together, pre-competitively to end deforestation and forest degradation in the cocoa supply chain, with an initial focus on Ghana and Côte d’Ivoire’’. The Frameworks of Action signed by government and leading chocolate and cocoa companies in Cote d’Ivoire and Ghana committed to focus on:

* Conserving National Parks and forested land, as well as restoring forests that have been degraded by cocoa farm encroachment.
* Sustainable intensification and diversification of income in order to increase farmers’ yields and livelihood, to grow “more cocoa on less land” and thereby reduce pressure on forests.
* Engaging and empowering cocoa-growing communities. In particular mitigation of the social impacts and risks of land-use changes on affected cocoa farmers and their communities.

In Côte d’Ivoire and Ghana, these Frameworks for Action have been translated into National Implementation Plans, released in June/July 2018 specifying timelines, roles and responsibilities, monitoring and evaluation, and governance - shaped by public, private and civil society stakeholders, through a series of strategic and technical discussions.

In March 2019, CFI companies released initial action plans for 2018-2022. These plans spell out the specific actions each company will take in 2018-2022, to deliver on their commitments set out in the Frameworks for Action. Each company action plan has been aligned to the National Implementation Plans.

Key progresss has been made in terms of companies putting in place systems to eliminate deforestation from their supply chains and ensuring sustainable cocoa production. These include mapping more than 1 million farms; more than 4 million trees planted by signatory companies for agroforestry systems and reforestation; new forest code adopted by Côte d’Ivoire Government; acceleration of landscape level partnerships supported by GoG; more than one million farmers trained on good agronomic practices in both Ghana and Côte d’Ivoire.

1. **Objectives of the assignment – Why the Need for a Sustainable Cocoa Landscape Finance Mechanism Now**

Given the innovative models in implementation with P4F support in cocoa landscapes on governance and collaborative management and the commitments made by industry and governments of Ghana and Cote D’Ivoire on the Cocoa and Forest Initiative (CFI), it has become necessary to identify and pursue pathways to secure financing for transforming and sustaining deforestation-free landscapes while promoting collective action, within a pre-competitive space. Although companies and investors have shown a willingness to pay and incentivise smallholders for sustainable ecosystem, the lack of a shared and transparent mechanism to pool, manage and govern such funds, and ensure equitable payments to communities and smallholder farmers’ impedes the successful implementation, scaling and sustainability of such an initiative.

Secondly, increase in cocoa producer price, poor soil due to unsustainable farming practices and increased demand for cocoa, creates a perverse incentive for expansion into forests. Recent discussions by government and industry in Ghana and Cote D’Ivoire who produce more than 60% of the Worlds cocoa, aimed at transforming pervasive cocoa farmer poverty has resulted in an introduced Living Income Differential (LID) of 400usd/tonne for the 2020/21 futures market. The aim is to hedge the farmer from any economic fall in the global markets and guarantee improve farmers livelihoods. Similarly, in October 2019, Ghana increased cocoa producer price by 8.42%.

Consequently, in order to pivot to sustain transformations at scale, it is crucial the institutional framework and regulations for forest protection and management work, coupled with strengthened participatory landscape governance and financing , beyond P4F grant funding.

The P4F - 3PRCL partnership is the most matured forest partnership in the Bia Juabusu landscape in terms of designing and institutionalising landscape governance systems and convening multiple stakeholders towards a collective goal. A landscape-level compact has been signed for joint pre-competitive action with key public – private stakeholders. The project has also tested a forest monitoring and deforestation alert system that delineates cocoa from other tree crops and open forests, detects near-real time deforestation associated with cocoa and pinpoint illegal cocoa farms in forest reserves. This is however yet to be rolled-out fully.

Although there have been very positive strides, there still lacks a mechanism for generating sustainable finance to produce, maintain and trade deforestation-free and low carbon cocoa and promoting thriving communities at scale.

P4F is therefore commissioning this consultancy to build on our pilots in cocoa landscapes in the Western North Region of Ghana for the following objectives:

to a. Assess the feasibility of a financial mechanism and the investment case for collective action in a pre-competitive space for a deforestation-free cocoa landscape; b. design the mechanism and the management and organisational framework required to operationalise it; c.Design a sustainable landscape fund for monetising ecosystem services linked to the major value carrier - cocoa – and; d Create the business case and business plan for the SCLFM considering shared economic value for companies and communities for sustainable forests and biodiversity.

1. **Methodology and Scope of the assignment**

This assignment is categorised into two phases:

1. **Phase I**- Assess the Political Economy and Feasibility of a Sustainable Cocoa Landscape Finance Mechanism in the HotSpot Intervention Area of the Western North Region, Ghana. Priority areas Bia Juabeso, Asutifi – Asunafo and Sefwi Wiasu.This includes the investment case.
2. **Phase II** - Design the SCLFM and its operational framework for the priority areas listed above with the potential to replicate or scale to other landscapes. This includes a business plan for the SCLFM.

**Phase II is contingent upon successful completion of results and assessment of performance by client from phase I**

**Phase I:** **Political Economy Analysis and Feasibility Study for a Sustainable Cocoa Landscape Finance Mechanism**

Relying on existing literature and consultation with experts, the consultant shall conduct a political economy analysis of the potential for a deforestation-free coca landscape and its impact on effective landscape governance for the target area.

* Conduct a comprehensive analysis and deep-dive into the institutional and political economy barriers and multi-stakeholder governance frameworks in place in the Bia-Juabeso, Sefwi Wiawso landscape of both the Touton and Olam projects and analyse its performance and maturity for a investments and identify opportunities for scaling and replicating to nearby landscapes, including the Asutifi-Asunafu District.
* Analyse the scope, scale and barrier to setting up a sustainable finance mechanism that seeks to operationalise payment for environmental and social services, built around corporate and smallholder cocoa supply chains. Consider certification schemes and standards and the potential to emulate successes in this regard.
* Establish the enabling conditions required for a viable SCLFM by assessing amongst others, the commitments and corporate actions and plans of cocoa companies working within the landscape for a deforestation – free landscape. (incl. successful models and initiatives; barriers and challenges; opportunities to financing; existing sources of financing; and key lessons).
* Consult with key public sector stakeholders (Ghana COCOBOD, Forestry Commission, , civil society etc.) to map out their commitment, plans and strategy for investing in sustainable cocoa landscapes and identify opportunities to leverage and collaborate to achieve joint results.
* Map and consult with investors, impact funds and banks to identify public and private capital for sustainable landscapes and understand the criteria and requirement to unlock and access such funds into the landscape SCLFM.
* Assess the value and propose enabling conditions required for establishing and operationalising a Sustainable Cocoa Landscape Fund and Mechanism
* Recommend and propose strategy and pathway for:
  + 1. Setting up a Sustainable Landscape Mechanism with the role and financing of an independent landscape manager clearly articulated, with landscape governance and management frameworks established and deforestation monitoring and performance reporting protocols created.
  + Designing a Sustainable Cocoa Landscape Fund aimed at monetising and implementing a payment by result mechanism for a deforestation-free cocoa landscape.
  + Develop the Business Case for the SCLFM for improved livelihoods for communities, companies to meet their deforestation commitments and governments to meet their economic and climate targets.

**Phase I – Work Plan ( Sept 2020 – Feb 2021)**



**Phase II: Design of a Sustainable Cocoa Landscape Finance Mechanism**

**The commencement of phase II is contingent upon successful completion and delivery of phase I results and based on satisfactory review and confirmation from the client. Phase II will:**

* Design the model for a Sustainable Cocoa Landscape Finance Mechanism for the 3 priority landscapes in the Western-North region with the following components:

i. **Governance and Organisational Framework** of the SCLFM

ii. **Landscape Fund and Mechanism**: Design a sustainable investment vehicle for pooling financial resources for collective action, landscape governance and forest conservation. Develop the legal and governance framework of the fund and the protocols for making it operational.

iii. **Landscape Fund Manager or Facilitator**: Propose solutions for setting-up an independent entity that will effectively act as landscape manager with clear results and performances based targets and financing sources defined. The landscape manager should have fund raising expertise and the ability to bring in a mix of blended financing including, supply chain funds, impact investments and carbon funds.

iv. **Linkage with the Ghana Cocoa Forests REDD+ Programme** and Ghana Cocoa Board priorities: Establish the right nexus or linkage with the Ghana Cocoa Forest REDD+ program that will further enable the program meet its results-based carbon targets.

v. **Define the Implementation Plan, Monitoring and Accountability Framework**

**Phase II – Work Plan ( March 2021 – May 2021)**



1. **Deliverables and Duration of Consultancy**

**4.1 Phase I Deliverables and Due Dates**

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| --- | --- |
| **Deliverables** | **Due Date** |
| **Deliverable 1.0**  Inception report outlining project framework and methodology, initial findings from literature review and interview and report outline | End Nov 2020 |
| **Deliverable 2.0**  Draft political economy and feasibility report (including investment case) for SCLFM in Ghana | End Dec 2020 |
| **Deliverable 3.0**  Stakeholder engagement and validation report for SCLFM | End Jan 2021 |
| **Deliverable 4.0**  Final political economy and feasibility report (including investment case for SCLFM) in Ghana | End Feb 2021 |
| **Deliverable 5.0**  Business plan (including business case analysis and financial model) for SCLFM in Ghana | End Feb 2021 |

**Phase I Duration : 5 months**

**Priority location: Ghana (**Bia Juabeso, Sefwi Wiawso, Asunafo-Asutifi landscape)

**4.2 Phase II Deliverables and Due dates**

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| --- | --- |
| **Deliverables** | **Due Date** |
| **Deliverable 1.0**  Phase II inception and workshop report | End March 2021 |
| **Deliverable 2.0**  Draft design and operational framework of SCLFM | End April 2021 |
| **Deliverable 3.0**  Report from stakeholder validation of draft SCLFM design | End April 2021 |
| **Deliverable 4.0**  Final report on design and operational framework of SCLFM | End May 2021 |
| **Deliverable 5.0**  Technical and financial proposal for piloting the mechanism | End May 2021 |
| **Deliverable 6.0**  Summarised key findings and recommendation (in slide deck) | End May 2021 |

**Phase II Duration: 3 months**

**Priority location: Ghana (**Bia Juabeso, Sefwi Wiawso, Asunafo-Asutifi landscape)

1. **Team composition and qualification requirements of Consultancy Firm**

The consultancy firm should be a global leader in international development, climate impact and finance with key expertise in political economy and feasibility analysis; climate impact and finance; supply chain finance; carbon finance; including any other key expertise needed to effectively undertake this assignment.

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| --- | --- |
| **Key expertise** | **Minimum requirements** |
| **Political economy experts** | Demonstrable professional experience in conducting political economy analysis and feasibility studies for commodity supply chain and landscapes |
| **Investment and finance experts** | Demonstrable professional experience in developing sustainable finance and investment models such as Trust funds, Payment for Ecosystem (PES) solutions, Special purpose vehicles (SPVs) for catalysing investment at scale |
| **Supply chain experts** | Demonstrable professional experience in developing commercial strategies for commodity supply chains, private companies and key stakeholders in the sector |
| **Climate finance and Carbon experts** | Demonstrable professional experience in providing innovative solutions for carbon finance, climate impact, blended finance and frameworks |

Experience on similar initiatives in Ghana cocoa context is a plus. The firm should submit samples of previous work done on similar assignments and should be able to work under strict deadlines.

1. **Financial component**

Please refer to Part 3 (clause 4 i.e. financial assessment) and Part 5 for details relating to preparation of the financial submission.

1. **Responsibilities of the Company**

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

1. **Contractor responsibilities**

To be prepared to complete – and be assessed to the satisfaction of the Company – the Due Diligence Assessment Form and to sign the Standard Contract Terms

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

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

Organise appropriate travel, accommodation and travel insurance arrangements using the Company’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 and financial reports and activity completion report in the prescribed format and on the required dates.

Part 3 Conditions of Tender

1. Tender content
   1. The Tender must contain the following:
      1. a cover letter from the Tenderer for the activity (specify the Activity Number set out in Part 1), , including the declaration contained in Part 6;
      2. a technical submission (see Part 4);
      3. a financial submission (see Part 5).
   2. Every Tender shall state in the cover letter:
      1. the Tenderer’s nominated contact person;
      2. in the case of an individual, full or given names, surname, date of birth and permanent address;
      3. in the case of a company, NGO or other registered entity, the full name of the entity, the address of the registered office of the entity, the names of all proprietors or directors, the relevant registration number and a copy of the certificate of registration; and
      4. in the case of a trust, the full names and addresses of each trustee of the trust;
      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.
   3. Tenders are to be in English.
   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
   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. The Company will evaluate Tenders on the following basis:
      1. a technical assessment (see Part 4);
      2. a financial assessment (see Part 5);
      3. other factors, which may impact on the Tenderer’s performance.
   3. 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.
   4. The Company will undertake a financial assessment in accordance with Part 5
   5. 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.
   6. The Company reserves the right:
      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. to cancel or vary the Invitation to Tender process at any time whether before or after the closing date;
      3. to reject any tender that does not adhere to the structure and content requirements as outlined in these Terms and Conditions;
      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;
      5. to accept Tenders for the whole or any part of the requirement;
      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;
      7. to require that tenderers submit to the Company’s Due Diligence process prior to or after the submission of Tenders; and
      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.
   7. The Company shall not be bound by any advice given or information furnished by it.
   8. The conduct of this Invitation to Tender is not intended to give rise to any legal or equitable relationship.
   9. 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.
   10. Your Tender will be valid for the Tender Validity Period.
3. Technical Assessment
   1. The Technical Assessment will be undertaken by an internal Procurement Committee.
   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)

* 1. The Procurement Committee, in assessing the technical part of the Tender, will consider the Selection Criteria specified in Part 4.
  2. 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. 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.
  4. The Technical Submission must:
     1. be in a type font of no less than 12 points;
     2. be in a single column format;
     3. be 12 pages or less in length;
     4. have attached up-to-date CVs of the preferred consultant/s (which do not count toward the page limit noted in 4.1.3) relevant to the activity (no longer than 4 pages each)

1. Financial Assessment
   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.
   2. The following formula for the scoring and ranking of Tenders on the basis of price will be used:

Price Score = Tender Price of Lowest Priced Technically Acceptable Tender x 20%

Tenderer’s Tender Price

* 1. 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.
  2. 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.
  3. The Tenderer may include per diem rates as an estimate, however the Company shall only reimburse actual expenditure upon presentation of receipts.

1. Acceptance of Tenders
   1. The Company is not bound or required to accept the lowest priced Tender or any Tender.
   2. A Tender will not be deemed to be accepted unless and until a Contract in the form is signed by The Company (with the agreed commercial terms included).
   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.
   4. The Company reserves the right to enter into negotiation with any other tenderer if by the ‘Confirm Contract Award and Contract Start Date’ stated in the Timetable either contract negotiations have not been concluded with the preferred tenderer or if the preferred tenderer has not completed the Due Diligence Assessment Form in a manner acceptable to the Company.
2. Alternative Tenders
   1. The Company reserves the right to accept and consider alternative Tenders providing they:
      1. are submitted with a compliant Tender;
      2. clearly identify the differences and improvements offered in the Alternative Tender.
3. Non-Compliant Tenders
   1. Tenders will be regarded as non-compliant if they do not comply with any part of the requirements of this Invitation to Tender.
   2. The Company may however, in its absolute discretion evaluate any non-compliant Tender.
4. Lodgement of Tenders
   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.
   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.
   3. The Company will not consider or entertain any queries about a decision to assess or reject a late Tender.
   4. Tenders are to be in English and all pricing and costs are to be in Pound Sterling (GBP).
5. Tenderer Costs
   1. Tenderers are responsible at their own cost for:
      1. making all arrangements and obtaining and considering all information relating to the TOR;
      2. the preparation, delivery and lodgement of their tender;
      3. dealing with any issues, including disputes, that may arise out of the tendering process.
6. Basis of Payment
   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.
   2. All Tenderers should be aware that agreed pricing shall be Withholding Tax (WHT) and Value Added Tax (VAT) inclusive, as per the Company’s standard contract templates.
   3. Reimbursement shall be on the basis of actual expenditure evidenced by receipts.
7. Confidentiality
   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.
   2. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:
      1. is strictly necessary for submitting the Tender;
      2. is required by relevant laws;
      3. is authorised by prior written approval from the Company; or
      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.
      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.
      6. The parties agree that this obligation applies during the Tender and after the completion of the process.
8. Request for Information
   1. Any prospective Tenderer may until Deadline for receipt of Clarifications set out in Part 1 request information on any point of clarification in this Tender. The information requested shall be given in writing by The Company as soon as practicable, and where in the opinion of The Company the information could have an effect on other tenderers, that information may at the Company’s sole discretion be given in writing to all known prospective tenderers.
9. Business Partner Code of Conduct
   1. Tenderers shall comply with the Company’s Business Partner Code of Conduct in the submission of any tenders.
10. Unsuccessful Tenders
    1. Unsuccessful Tenders will be notified in writing and shall be entitled to a feedback session regarding their tender.
11. Tenderer Acceptance of Conditions
    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.
12. Publicity
    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.
13. Jurisdiction
    1. This Agreement shall be subject to the laws of the Jurisdiction.
    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.
    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.
    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.
    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.
14. Client Specific Provisions
    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. 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. 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.
      2. A convincing methodology is provided to achieve results, whilst ensuring optimal value for money over the lifetime of the contract. The methodology should include clear links between performance outputs and pricing mechanisms (such as milestones for payment linked to clear deliverables).
      3. The methodology includes monitoring & performance management tools where appropriate, such as: critical path analysis, risk strategies/mitigation plans, communications plans etc.
      4. A detailed Work Plan is provided that breaks down activities and outputs, which are clearly cross referenced (where appropriate) to the level of effort of Nominated Personnel, payment mechanisms and governance/quality assurance mechanisms to ensure effective delivery on time and within budget.
      5. Strong examples demonstrate the proposed methodology has been applied successfully in environments relevant to this ITT.
      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.
      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).
   2. The following selection criteria and weighting will be used in the assessment process to assess the technical capacity of the Tenders.

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

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Form of Technical Submission** | | **Page Limit** | **Weight X Score** | | **Max Weighted Score** | **Minimum Score Requirement** |
| 1 | Quality of Personnel and/or Partners  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 are sufficiently skilled staff to undertake all aspects of the Scope of the assignment. | 3 pages | 6 | [0 to 5] | 30 | 2 out of 5 |
| Response: | | | | | |
| 2 | Methodology and Approach to Delivery of TOR  **2.1** Tenderers should describe from their own understanding of the Objectives of the assignment and the Scope of the assignment in the TOR, as well as the context of the project, how their Nominated Personnel will facilitate delivery of the tasks set out in the Scope of the assignment. (**Weighted 7/10**).  **2.2** Tenderers are also expected to describe their approach to ensuring optimal value for money. (**Weighted 2/10**)  **2.3** A half page anticipated Workplan, plotting the delivery of the tasks mentioned above linked to the level of effort of each of the Nominated Personnel, should also be provided. This Workplan must identify proposed output based payment deliverables, dates and amounts. (**Weighted 1/10**) | 7 pages | 10 | [0 to 5] | 50 | 2 out of 5 |
| Response: | | | | | |
| 3 | Relevant Experience  Tenderers should identify 2 assignments undertaken within the last 2 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. | 2 pages | 4 | [0 to 5] | 20 | 2 out of 5 |
| Response: | | | | | |

1. The Tenderer must provide a CV (including the names and contact details of two referees must be attached) for all Nominated Personnel expected to contribute to the performance of the TOR (no longer than four in length).
2. The Technical Submission format **must** follow the above question structure and clearly address the criteria above as this will impact on the assessment process.
3. The Technical Submission **must** not exceed twelve pages (excluding CVs).

Part 5 Financial Assessment and Selection Criteria

1. The financial component must:
   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) and **must be inclusive of all relevant taxes**. This will form the basis of the comparative tender assessment.

|  |  |  |  |
| --- | --- | --- | --- |
| **Consultant** | **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) |
| **Total Tender Price** | | | e.g. £350 |

* 1. Using the below format provide a budget and total value of all expected reimbursable expenses (see Sections 2-4 below for eligible expenses) in the format below. While these will not form part of the Tender Price and will not be considered in the comparative price assessment, Tenderers should note that the Financial Limit of this Tender is £110,000 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. Considerations will be made on a value for money basis and not merely on the financial limit indicated in the tender. Applicants are strongly discouraged from inflating figures just to meet the financial limit.

|  |  |  |  |
| --- | --- | --- | --- |
| **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 |

1. The following financial aspects need to be taken into consideration:
   1. the rates should be based only on the number of days specified the Terms of Reference;
   2. the rates are to be inclusive of relevant taxes.
   3. all activity preparation costs are the responsibility of the Tenderer;
   4. a requirement is for the preferred Tenderer to submit a monthly Progress and Financial Report and an Activity Completion Report at the end of the activity. All costs associated with the preparation and submission of these reports are the responsibility of the preferred Tenderer.
   5. payment of fees and reimbursable costs may be withheld due to non-approval by the Regional Programme Manager of the Progress / Financial / Activity Completion Report.
2. Standard allowances and costs
   1. To be eligible for reimbursement all expenses must be incurred in accordance with the [P4F Guidelines for Using Grant Funds](https://partnershipsforforests.com/wp-content/uploads/2017/07/P4F-Guidelines-for-Using-Grant-Funds.pdf).

|  |  |
| --- | --- |
| Category and allowance (per assignment) | |
| Flights  (Economy Class Only) | Return airfare can be reimbursed when flying is the most effective transportation option . |
| Domestic Travel | In-country ground transportation (taxis, trains, buses, car rental etc.) costs can be reimbursed as long as the costs are not part of normal ‘business as usual’ travel. |
| Accommodation, meals and other living / travel expenses | Hotel accommodation, meals and other living/travel expenses can be reimbursed as long as staff are travelling away from their normal place of business and/or area of residence. |
| **NB:** The Tenderer may include per diem rates in their tender as an estimate, however the Company will only reimburse actual expenditure upon presentation of receipts | |

1. Insurance cover:
   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.
   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 – 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 arise to a perception of bribery or corruption in relation to the Tender or any other dealings between the parties.*