

April 27th, 2022

Request for Quotation (RFQ) for Services

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| RFQ Title: | Baru register process in the EU and the UK |
| RFQ Issue Date: | 27/04/2022 (2nd version) |
| Terms of Reference / Specifications: | The services to be delivered are detailed in the attached schedule |
| Project | P4F-0786 Baru register in the EU and the UK |
| The Company | Palladium: Make it Possible, Brazil. |
| Jurisdiction | Brazil, United Kingdom, and European Union |
| Closing Date and Time | 06/05/2022, 6 pm BRT |
| Validity Period | Proposals must be valid for at least 60 days from the date of submission. |
| Details for Submission | Proposals must be submitted via email to karina.cesario@thepalladiumgroup.com, with the subject “Proposal Baru register”  |

Thank you for your interest in the above procurement. As the implementer of the Partnerships for Forests programme, Palladium: Make it Possible invites you to submit a quote for the Services listed below. Your quote will be valid for the Validity Period.

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

If you have any queries, please do not hesitate to contact Karina Cesario by e-mail karina.cesario@thepalladiumgroup.com

Yours sincerely,

Karina Cesario

Terms and conditions

1. **Quote Conditions**

By submitting a quote, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

1. **Quote Lodgement**

The Companymay grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFQunless the Company determines to do so otherwise at its sole discretion.

1. **Evaluation**

The Company may review all quotes to confirm compliance with this RFQ and to determine the best quote in the circumstances.

1. **Alterations**

The Company may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

1. **The Company’s Rights**

The Company may, at its discretion, discontinue the RFQ; decline to accept any quote; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a Quote; satisfy its requirement separately from the RFQ process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate quotes as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

1. **Amendments and Queries**

The Company may amend, or clarify any aspect of the RFQ prior to the RFQ Closing Time by issuing an amendment to the RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFQ should be directed to the Contact Person identified on the cover page of this RFQ.

1. **Clarification**

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their quotes. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their quote.

1. **Confidentiality**

In their quote, potential suppliers must identify any aspects of their quote that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their quote.

The potential supplier acknowledges that in the course of this RFQ, it may become acquainted with or have access to the Company’s Confidential Information (including the existence and terms of this RFQ and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier 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. The parties agree that this obligation applies during the RFQ and after the completion of the process.

1. **Alternatives**

Potential suppliers may submit quotes for alternative methods of addressing the Company’s requirement described in the RFQ where the option to do so was stated in the RFQ or agreed in writing with the Company prior to the RFQ Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

1. **Reference Material**

If the RFQ references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their quote. And provide it to the Company upon request.

1. **Price Basis**

Prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

1. **Financial information**

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier’s financial stability.

1. **Referees**

The Company reserves the right to contact the potential supplier’s referees, or any other person, directly and without notifying the potential supplier.

1. **Conflict of interest**

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person’s judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

1. **Inconsistencies**

If there is inconsistency between any of the parts of the RFQ the following order of precedence shall apply: (a) these Terms and Conditions; (b) the first page of this RFQ; and (c) the schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

1. **Collusion and Unlawful Inducements**

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their quote or the RFQ process.

Potential suppliers must disclose where quotes have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their quote from consideration.

Potential suppliers warrant that they 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 RFQ) which could give arise to a perception of bribery or corruption in relation to the RFQ or any other dealings between the parties.

1. **Jurisdiction**

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

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.

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.

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.

Schedule - Terms of Reference

Activity No. P4F-0786 Baru register in the EU and UK

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 five-year programme is funded by the UK Foreign, Commonwealth and Development Office (FCDO) 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. FCDO has contracted Palladium and McKinsey & Company to manage the technical assistance and grant-making facility for the first four years of the programme.

**Context of the TOR**

Baru nut chain is a key product of the Brazilian sociobiodiversity as it is seen as part of the strategy that aims to build livelihoods, prevent deforestation and support the environmental sustainability of the Cerrado (Brazil’s savanna), as it is an important part of the local economy and generally only grown in the region, employing over 16k smallholder farmers in Brazil.

Based on a market assessment conducted during the implementation of a P4F project in Brazil’s NTFPs export potential, the baru nut has a great commercial potential to be commercialized internationally, mainly due to growing markets for nuts and walnuts, especially the UK and the EU.

However, baru nuts are still not lawfully registered in both regions. Thus, its commercialization will only be allowed after the product is registered and approved by the local legal authorities.

The registration processes in the EU and the UK are similar, but still require a lot of legal expertise and technical knowledge not available in the Brazilian companies, preventing them from leading the registration on their own.

Also, those processes follow most of the steps and information required as the Swiss one, in which the baru nut was already registered and is now legally allowed to be commercialized in the country. In addition, the product is currently going through its registration in South Korea as well. All data and knowledge gained through both processes can be useful for the registration of the baru nut in the UK and the EU, thus speeding up the legalization of the baru’s commercialization in both regions as a novel food.

Furthermore, P4F identified an ongoing register process in the UE for the baru nut as a traditional food. The responsible applicant is interested in working together, which represents a great opportunity to accelerate the process in the region.

By providing the necessary support to register and approve the baru nut as a novel food by the responsible agencies in the EU and the UK, P4F will increase the market opportunities for the product, directly contributing to strengthening the chain and scaling up the social and economic impacts for small farmers and other traditional communities in the Cerrado region.

1. **Objectives and Scope of the Assignment**
	1. Support the expansion of baru nut (*Dipterix alata*) supply chain into a still under-explored but highly potential markets, the European Union and United Kingdom, offering additional income sources for traditional communities that explore this non-timber forest product.
	2. Procure a trade law firm specialized in product registration processes in the EU and the UK to carry out the registration process necessary to seek authorisation of the baru nut in those markets as a traditional food from a third country on the basis of a history of safe use in Brazil for at least 25 years.
	3. The trade law firm would work closely together with the applicant and be able to draw on the data, information and experience the applicant(s) can share with the trade law firm on the baru nut registration/review process in Switzerland and South Korea, including any information available from the Brazilian Ministry of Agriculture all of which are intended to demonstrate a history of safe use of baru nuts in a country outside the European Union and the United Kingdom (Brazil).
	4. The registration processes of a new product in the EU and the UK must follow each region's regulated specifications and deadlines. In that sense, the trade law firm to be procured is expected to implement the following workplan for the baru registration during 11 months according to four main project phases described below.

**Phase 1: Data gap analysis on previously Baru dossiers to other countries**

**Payment:** 25% of the total contract

**Deadline:** 8 weeks after starting date

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| Activities | Deliverables | Deadline |
| - Verification with responsible authorities of other baru registration processes and if there are currently open/ongoing processes in the EU and the UK.- Identification of the necessary information and data required by the UK and EU for the registration processes.- Data gap analysis and strategy to access the dossier in Switzerland and, if necessary, in South Korea and the strategy to be implemented to gather the data from those documents. This information will be essential for the development of the UK and EU dossiers within the project timeframe.- For the EU register, the selected law firm and P4F will discuss with the current applicant the possibility of working together to proceed with this register or if it will be necessary to open a new one. | - Consultation to the responsible authorities for the process in each region demonstrating whether or not there are any open and ongoing processes for Baru in the EU and the UK as a novel food or traditional food from a third country and the necessary data required by the responsible authorities in each region, in case there is no process ongoing, and the project can move forward.- Report containing the process required to receive dossiers from Switzerland and South Korea |  8 weeks after starting date |

SOLE PARAGRAPH: If any Baru registration process is identified in the EU and the UK during the first phase, Palladium reserves the right to cancel the RFQ after the first payment. In case a registration process is identified in one of the regions, the RFQ shall continue with minor adjustments to be discussed with the procured law firm.

**Phase 2: Preparation of the dossiers**

**Payment:** 35% of the total contract

**Deadline:** 8 weeks following completion of Phase 1

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| Activities | Deliverables | Deadline |
| - Preparation of the dossiers for a traditional food notification to the European Commission, and also to the UK Food Standards Agency for UK authorization.- Documents will be developed based on Switzerland and/or South Korea dossiers as well as on the basis of information shared by the UE applicant. For the South Korean dossier, the trade law firm will have the support of the Brazilian Ministry of Agriculture, Livestock and Supply to access the data.- There will be close cooperation and coordination between the law firm and the applicant as part of this process for the EU register.- Dossiers must include: a detailed description of the composition of the traditional food; the country or countries of origin of the traditional food; documented data demonstrating the history of safe food use in a third country; and a proposal for the conditions of intended use and for specific labelling requirements. Additional information not described in this document may be required according to EU and UK rules and processes and should be addressed by the trade law firm. | - Final Dossiers prepared and submitted to the UK and the EU Commission, based on the process outlined by EFSA (European Food Safety Authority)  in their [guidance document on the preparation and presentation of the notification and application for authorisation of traditional foods from third countries](https://efsa.onlinelibrary.wiley.com/doi/epdf/10.2903/j.efsa.2016.4590).- Sharing of a copy of the formal notification dossier demonstrating the notification was submitted to the responsible authorities in the EU and UK. | 8 weeks following completion of Phase 1 |

SOLE PARAGRAPH: If the contracted company is not able to produce the dossiers with all required information, the registration process may be stopped, and Palladium reserves the right to cancel the RFQ and to partially execute the payment according to the degree of completion of the necessary data to compose the dossiers.

**Phase 3: Post-submission dossier support**

**Payment:** 15% of the total contract

**Deadline:** Up to 4 months after notification date.

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| Activities | Deliverables | Deadline |
| - The European Commission will assess the validity of the notification, its completeness and the presence of the required information. The European Commission will subsequently share the dossier with the EU Member States and with the European Food Safety Authority (EFSA) all of whom have four months to submit “reasoned safety objections” to the placing on the market of the traditional food concerned. The law firm will monitor the review process by the European Commission and EU Member States / EFSA, and in addition for the UK, the law firm will monitor the review undertaken by the Advisory Committee on Novel Food and Processes (ACNFP). The trade law firm will monitor the process and, if needed, advocate in favour of the registration as a traditional food, in case Member States or EFSA, submit any “duly reasoned safety objections”  | - Report providing an update on the review process and the developments at EU level and in the UK, and activities carried out post-submission, including any questions or additional information that may be requested where applicable.- In case the notification is successful, a copy of the implementing act authorising the placing on the market of baru nuts as a traditional food on the EU market and the related inclusion in the Union list | 4 months after notification date[[1]](#footnote-1).If the ACNFP raise any concerns in relation to the notification to the UK, these would need to be addressed by provision of necessary additional information. |

**Phase 4:** **Support with full Commission/EFSA application in the event of reasoned safety objections Payment:** 25% of the total contract

**Deadline:** April 30th, 2023

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| Activities | Deliverables | Deadline |
| Where no objections have been submitted, the Commission will authorise the traditional food (see above). Should safety objections however be submitted to the Commission by EU Member States or EFSA, the trade law firm will coordinate with the applicant in defining a roadmap for the development and submission of an application to the European Commission to address the safety objections raised. EFSA will then issue an opinion within 6 months from receipt of a valid application. Similarly in the situation where the UK ACNFP raises safety concerns, a strategy to address these concerns will be developed with the applicant. The approach described above relates to the situation where safety concerns are raised and for which data can potentially be developed to address those concerns. It does not cover the situation where either the European or UK authorities consider that a traditional use of the food in a third country has not been demonstrated, and which would require the submission of a full novel food application | - Report providing an update on activities, including advocacy activities carried out along with the European Commission, EU Member States and EFSA and/or UK FSA.- Formal document demonstrating the final decision by EFSA and/or UK FSA, in case it is released during the timeframe of the project; - In case it is successfully authorized, a formal copy of the publication in the updated Union list, integrating Baru as a novel food in the UK and the EU. | 4 months following the date of submission of application to the European Commission / EFSA to address the safety concerns raised |

1. **Specification of the Advisory Support**

The ideal proponent for this Term of Reference is a trade law firm with solid experience in the legal frameworks and product registration processes in the EU and UK, and with the ability to articulate and mobilize public entities involved in each region.

A high level of commitment and responsibility is expected from the contracted consultancy to complete its assignments efficiently, accurately and within deadlines. The contracted consultancy must also prove that it follows ethical conduct standards, according to P4F Due Diligence process.

1. **Duration and Phasing**

The activity is to commence on June 1st, 2022, and end on April 30th, 2023. The activity requires inputs in the four phases described in section 2, and this is expected to amount to 11 months of paid consultancy.

* Phase 1: Data gap analysis (8 weeks from starting date);
* Phase 2: Development and submission of the dossier (8 weeks from completion of Phase 1);
* Phase 3: Support and follow-up to the dossier evaluation by the responsible competent authorities at EU level and in the UK (4 months from notification);
* Phase 4: Support with a Commission / EFSA application in the event of reasoned safety objections - Monitoring of the notification evaluation process and support to the EU and UK competent authorities where required (up to 4 months from date of application). Should the EU and/or UK competent authorities consider the history of use as a traditional food for at least 25 years in Brazil not to have been demonstrated by the applicants and conclude that an application for authorisation as a novel food in the EU/UK would be required, such an application for authorisation as a novel food would be outside the scope of this proposal.
1. **Evaluation Process**

The company will evaluate potential suppliers on the basis of a technical assessment of a technical submission and a financial assessment of a financial submission.

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

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

Technical Score = Potential Supplier’s Weighted Technical Score (out of 100) x 80%

 Highest Weighted Technical Score (out of 100)

Following consideration of the technical merit of potential suppliers, a like-for-like price assessment will be undertaken by the Company of only the potential suppliers assessed as technically suitable (those meeting the Minimum Score Requirement).

The like-for-like price assessment will represent 20% of the overall score using the following formula:

Price Score = Quotation Price of Lowest Priced Technically Acceptable RFQ x 20% Potential Supplier’s Quotation Price Tender Price

1. **Technical Assessment**

The Technical Assessment places emphasis on the degree of confidence the Company has in a potential supplier’s ability to deliver the services effectively.

The following selection criteria and weighting will be used in the assessment of the technical capacity of a potential supplier.

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| Scoring Methodology for the Technical Submission |
| 5 | Excellent, addresses the requirements of the TOR, 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. |

Technical Submissions must be in the following format and must follow the structure below:

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| **Form of Technical Submission** | **Page Limit** | **Weight X Score**  | **Max Weighted Score** | **Minimum Score Requirement** |
| 1 | Quality of Personnel and/or PartnersPotential Suppliers 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 section and are sufficiently skilled staff to undertake all aspects of the Objectives and Scope of the Assignment. | 2 | 6 | 0 to 5 | 30 | 2 out of 5 |
| Response: |
| 2 | Methodology and Approach to Delivery of TOR**2.1** Potential Suppliers should describe from their own understanding of the Objectives and Scope of the Assignment, as well as the context of the project, how their Nominated Personnel will facilitate delivery of the tasks set out. (**Weighted 7/10**).**2.2** Potential Suppliers 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**) | 3 | 10 | 0 to 5 | 50 | 2 out of 5 |
| Response: |
| 3 | Relevant ExperiencePotential Suppliers should identify 2 assignments undertaken within the last 2 years relevant to this 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 performance. | 2 | 4 | 0 to 5 | 20 | 2 out of 5 |
| Response: |

1. **CVs** **must be provided** for all Nominated Personnel expected to contribute to the performance of this TOR (no longer than five pages in length each).
2. The technical submission format **must** clearly address the criteria above as this will impact on the assessment process.
3. The technical submission should **not exceed seven pages** (excluding CVs), must be in single column format and not be in a type font of less than 12 points.
4. **Financial Assessment**

Financial Limit of this RFQ is £45,000 and the Quotation 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 RFQ.

Using the below format (or other comprehensive and clear financial assessment model) potential suppliers must 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, and must be in Pound Sterling (GBP).

The Quotation Price (which should be inclusive of any relevant taxes) will form the basis of the comparative price assessment. The Quotation Price (in addition to any Reimbursable Expenses) shall be the amount that is used for contracting.

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| **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 Cost excluding Taxes** | e.g. £350 |
| **Any Relevant Taxes (e.g. VAT)** | e.g. £70 |
| **Quotation Price** | e.g. £420 |

Using the below format potential suppliers must provide a budget and total value of all expected Reimbursable Expenses. These will not form part of the Quotation Price and will not be considered in the comparative price assessment, but (in addition to the Quotation Price) shall be used for contracting.

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| **Reimbursable Expenses**  | **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 |

Potential suppliers should note that the Financial Limit of this RFQ is £45,000 and that the Quotation 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 RFQ.

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. all activity preparation costs are the responsibility of the potential supplier;
	3. a requirement is for the preferred potential supplier to submit a quarterly 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 potential supplier.
	4. 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.
	5. to be eligible for reimbursement all Reimbursable 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). Inclusion in a successful quotation will not mean Reimbursable Expenses are eligible for reimbursement if they are contrary to the [P4F Guidelines for Using Grant Funds](https://partnershipsforforests.com/wp-content/uploads/2017/07/P4F-Guidelines-for-Using-Grant-Funds.pdf).
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 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 quarterly progress and financial reports and activity completion report in the prescribed format and on the required dates.

If your quote is successful, you will be required to enter into the Company’s standard contract for the types of Services being provided. In the provision of the Services, you will be required to comply with the Company’s policies, including (without limitation) its Business Partner Code of Conduct and any relevant Project Manual. Potential suppliers must also comply with the Company’s Business Partner Code of Conduct in the submission of any quotes pursuant to this RFQ.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the Services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium’s Due Diligence process.

1. If safety objections are raised, an application would need to be made to EFSA for review and EFSA would have an additional 6 months to issue an opinion. In case it happens, P4F and subcontractor will discuss further steps. [↑](#footnote-ref-1)