

September 2022

## Invitation to Tender – Scaling Acai Businesses in Colombia Pacific

<b>Project:</b>	<b>Partnerships for Forests</b>
<b>Tender for:</b>	Scaling acai businesses in Colombia Pacific
<b>The Company:</b>	Palladium International Limited
<b>Closing Date and Time:</b>	[October 02, 2022- 23:59]
<b>Contact Person:</b>	[Alejandra Medina Medrano]
<b>Details for submission:</b>	alejandra.medina@thepalladiumgroup.com
<b>Tender Validity Period:</b>	October 31, 2022
<b>Number of Hard Copies of Tender:</b>	N/A
<b>Jurisdiction</b>	Colombia

Thank you for your interest in the above procurement. As the managing contractor for the Project Scaling Acai Businesses in Colombia Pacific, the Company invites you to tender for this activity. This pack includes:

- ❏ Part 1: Terms of Reference (TOR)
- ❏ Part 2: Conditions of tender
- ❏ Part 3 and 4: Technical and financial selection criteria
- ❏ Part 5: Client Terms and Conditions
- ❏ Part 6: Standard contract template which the successful tenderer is required to sign once the agreed commercial terms have been included.
- ❏ Part 7: Declaration by Tenderers

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

If you have any queries, please do not hesitate to contact us by e-mail  
alejandra.medina@thepalladiumgroup.com

## Part 1 – Terms of reference

### 1. Background

Partnerships for Forests (P4F) supports investment models in which the private sector, public sector, and communities can achieve improved returns from sustainable forests and sustainable land use. The five-year program is funded by the UK Foreign, Commonwealth & Development Office (FCDO) as part of its commitment to help countries mitigate and adapt to climate change. Currently, the program operates in Central, East, and West Africa, Southeast Asia, and most recently since 2018 in Latin America.

Through grants and technical assistance (TA), the program 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. By creating market-ready ‘Forest Partnerships’ that offer an attractive balance of risks and benefits for the private sector, public sector, and communities, the program aims to mobilize significant investment, principally from the private sector. The program also supports demand side measures that strong demand for sustainable commodities, and activities to create the right enabling conditions for sustainable investment Partnerships for Forests operate according to a principle of additionality. This means that grants and TA must not substitute or replace the organization’s core funding or subsidize activities that private sector companies or other partners should undertake themselves.

Through Forest Partnerships, P4F in Colombia has supported several bioeconomy initiatives related to non-timber forest products (NTFPs)<sup>1</sup>. Specifically, regarding the acai value chain and work on the pacific region, P4F has supported the following businesses and initiatives:

- I. **Corpocampo Company.** Corpocampo is the largest company that processes and sells acai in Colombia. P4F provided a grant in 2019 to strengthen the scale-up process to i. Increase wild collection and third-party agroforestry systems supply; ii. Provide operational sustainability; and iii. Develop a marketing and sales strategy and roadmap to professionalize commercialization. Through P4F intervention, Corpocampo was able to support the protection of 2,000 hectares of forest and benefit 615 people through wild-collection training and implementation of agroforestry systems.
- II. **Planeta SAS.** Planeta received a P4F grant in 2020 to strengthen their palm heart and acai value chains in the regions of Vigía del Fuerte and Murindó (Department of Antioquia). The main outcomes of the project allowed the company to comply with INVIMA requirements and obtain the certification. Also, they received a Business, Marketing and Communications Plan with a clear roadmap to implement. Due to the latter, Planeta also got a financial strategy with the required amounts of raw material and harvesting hectares they need to achieve financial sustainability. Also, the project allowed Planeta to work with the environmental authorities and to advance on the harvesting permits.
- III. **Sociedad Naidiseros del Pacifico SAS.** With P4F support, in 2018 Naidiseros was able to validate and then scale up its existing initial pilot of acai production, refining operations and professionalizing commercialization; improve forest protection by increasing the value of the standing forest; promote forest vigilance and institutional support for the communities to revert deforestation in Chocó and Valle del Cauca (SUPP, Concosta, and Cajambre).
- IV. **Colombia, national: Unleashing non-timber forest products.** P4F and the Humboldt Institute together supported the development and implementation of Colombia’s NTFP normative regulation. These enabling conditions project provided vital expertise on NTFPs commercialization and inventory management and promoted synergies between the public and private sector. Thanks to P4F support, this project has resulted in consulting 200+ different organisations, developing technical procedures, training 25 local environmental authorities, preparing management plans, and obtaining use permits for communities covering 2,500+ hectares of forests.

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<sup>1</sup> Non-timber forest products (NTFPs) are any product or service other than timber that is produced in forests. They include fruits and nuts, vegetables, fish and game, medicinal plants, resins, essences and a range of barks and fibres such as bamboo, rattans, and a host of other palms and grasses, according to Center for International Forestry Research (CIFOR).

Acai is part of the fruits that are called "superfruits", which due to its properties, has a high content of antioxidants, vitamins A, C and B that strengthen the immune system. It is an energetic fruit that also provides benefits for the nervous system due to its content of essential fatty acids (omega 3, 6 and 9) and proteins. The wild açai fruit comes from a native palm tree of northern South America, which is mainly found in the Brazilian Amazon rainforest, but in Colombia it is also found in the Pacific region and in the Amazon. The açai palm, or *naidí*, grows in humid, flooded areas near rivers<sup>2</sup>. The global açai market has been growing at 13.2% CAGR for the last 12 years and is expected to continue that path until 2025, and country's such as Colombia can take up a larger percentage of the market share.

Colombia's Pacific region has 2,468,243.93 hectares of protected areas, forest reserve zones and natural parks. This territory is also home to strategic ecoregions such as the *Maziso Colombiano*, where the rivers that supply 70 % of the country's water supply are located (DNP, 2012)<sup>3</sup>. The forest of this area is among the most biodiverse on the planet: they have at least 2,000 species of endemic fauna and flora, has more than 5,400 species of plants, as well as 192 species of mammals, 778 birds, 188 reptiles, 139 amphibians and 196 species of fish, among others<sup>4</sup>. Regarding the standing forest, according to Instituto de Hidrología, Meteorología y Estudios Ambientales (IDEAM), this region represents 8.9% of the area covered by forest in the country. Nevertheless, for 2020 there were 12 deforestation hotspots in the country that concentrated 67% of the deforestation. From the latter, the North Pacific area represents 1.8% and the South Pacific 0.3%<sup>5</sup>. Some deforestation drivers are illegal logging, mostly by communities for subsistence use and commercialization through intermediaries; illegal mining; and illegal crops. The Pacific is one of the country's least developed region with lowest income per capita.

## 2. Objectives of the assignment

Due to the context of the pacific region of Colombia, specifically the forest area and biodiversity that the region has, as well as the threats in deforestation, it is important to keep promoting bioeconomy initiatives that can protect the standing forest. The latter will support communities to generate a profitable income, that will also reduce their incentives and needs to deforest.

To address the opportunity, P4F is seeking a consultancy to address key information gaps that exist to allow the acai sector to flourish and to be able to compete with alternative economic activities in the Pacific region of Colombia, as well as complementary NTFP that can be also harvested and processed by the local companies.

## 3. Scope of the assignment

The consultancy will be structured in 3 phases:

### Phase I – market opportunities and roadmap needed for acai market growth in Colombia

- I. **Market opportunities and demand side.** Identify specific market opportunities, especially at the national level to increase sales.
  - a. Identify market opportunities at the national level with specific buyers. This will include companies that are interested in buying acai as a new product; companies that currently buy acai and are willing to increase their purchases; and companies that may be interested in including acai in their existing products. It is expected that large companies of the country will be identified as stakeholders.

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<sup>2</sup> Source : <https://agronegocios.uniandes.edu.co/2017/10/acai-el-super-fruto-al-rescate-del-pacifico-colombiano/#:~:text=En%20Colombia%2C%20de%20igual%20manera,el%20cual%20crece%20en%20racimos.>

<sup>3</sup> [https://www.wwf.org.co/donde\\_trabajamos\\_/pacifico/](https://www.wwf.org.co/donde_trabajamos_/pacifico/) pdf

<sup>4</sup> Source : [https://colaboracion.dnp.gov.co/CDT/Desarrollo%20Territorial/D.%20Pac%C3%ADfico\\_Desarrollo%20socioecon%C3%B3mico%20con%20equidad,%20integraci%C3%B3n%20y%20sostenibilidad%20ambiental.](https://colaboracion.dnp.gov.co/CDT/Desarrollo%20Territorial/D.%20Pac%C3%ADfico_Desarrollo%20socioecon%C3%B3mico%20con%20equidad,%20integraci%C3%B3n%20y%20sostenibilidad%20ambiental.)

<sup>5</sup> Source: <https://es.mongabay.com/2021/07/crece-deforestacion-colombia-2020/>

- b. Propose specific marketing strategies that can lead to increase the demand of consumers of acai at the national level.
  - c. Identify international trends, markets, and possible innovations that Colombian acai can fill. Detail what lessons can be learned from countries such as Brazil in developing a robust acai market.
  - d. Clearly state quality and processing standards needed for acai processors of the pacific region to comply to sell to major markets and industries related to cosmetics, nutraceuticals, food, among others. Present a road map, specifically the time and investment needed, for local companies of the pacific region to meet these standards.
- II. Identify the current and potential supply of acai and provide relevant data about the supply chain.** Establish the areas that are currently used to harvest acai as well as the unexploited areas in the region that can also supply. This will include current and potential: volumes harvested, local jobs, companies' revenues, and contributions to local and departmental economies. It is expected that the consultant can provide shapefiles and geographical data on this.

### **Phase II – investment and conditions required for scaling**

- III. Map the journey of a successful bio-business.** Based on Corpocampo, Planeta, and Naidisero's experience, determine how they were able to raise funds, identify the type of investment they received (rural credit, impact fund, etc.), product innovation they had performed, and how they had scaled up. Identify learned lessons from each actor that can be shared with the others and key success factors that can be translated to other local acai and NTFP companies in the region.
- IV. Identify competitiveness factors that constrains local companies of the pacific region to scale up.**
- a. Identify the main obstacles that do not allow the companies to scale up, improve and increase their production. This will include, but not be limited to: logistics, lack of skilled labour, access to public services or infrastructure, public policy restrains, lack of investment, operation costs and constrains, etc.
  - b. Understand the investment barriers that the companies face. The TA will identify the type and range of amount of investment needed and the barriers that companies face to access it. It is expected also that the consultant map existing potential sources of capital that could finance local acai initiatives, as well as propose a roadmap for the companies to access it.
  - c. Based on the results of section "II. Market opportunities" and "IV. Identify competitive factors", propose a roadmap with specific steps that can enable to link the demand with the offer of acai from the pacific region.
  - d. Propose a pilot to be done between a national company and a local company of acai of the pacific region. Determine specific activities, CAPEX, OPEX and others costs that the pilot will need.

### **Phase III – Income layering needed in acai sector to compete with damaging ecosystem activities**

**Disincentivize deforestation by complementing acai income with other NTFPs:** Identify other products and/or economic activities that communities can perform to guarantee a constant and profitable source of income that will be financially sufficient to disincentive deforestation. This should include at least:

- a. Identify feasibility NTFPs value chains (developed and/or underdeveloped) in the region. The study will establish its current and potential market demand at the local, national, and international level. On these value chains, it will also be identified possible volumes, jobs that can be generated, and possible income for local communities, local processors, and tax revenues for the departmental and local levels. If possible, the consultant will deliver specific georeferenced locations and a geospatial database of NTFP.
- b. Determine revenues from carbon market that acai agroforestry systems and wild acai palms could receive.
- c. On the social and environmental aspects identify current and possible positive and negative impacts that the development of supply chain of acai, as well as other NTFPs,

could generate. At the environmental level, it is ideal to mention how NTFP supply chains can help to protect and potentialize, versus what happens if they continue under-potentialized. For instance, consider how they contribute to environmental services, biodiversity conservation, and the cost of restoring degraded lands vs. sustainable use of land.

- d. Compare how income layering through sustainable means, such as the proposed aggregation of a basket of NTFP products, and/or carbon and biodiversity markets, could compete with business-as-usual activities in the region, including illegal activities. A key question to be answered will be how much additional income needs to be generated for producers to switch to more sustainable activities and how can this income generation be made (e.g., acai + aguaje + carbon credits)

**II. NTFP and bioeconomy public policy.** Map all the policies related to NTFP and bioeconomy, at the national and departmental levels. Based on the main lessons learned from P4F grantees provide policy recommendations.

**III. Transversal component to the TA: communications strategy and implementation.** It is anticipated that this TA will benefit a diversity of stakeholders including investors, private sector businesses, local and national government. Therefore, it is important for the consultant to propose a concrete communications methodology for the findings of the study to reach the targeted audience and to propose additional key audiences. Workshops, meetings, and press articles will be the preferred way to do this dissemination, but the consultant in conjunction with P4F will define the most appropriate strategy to reach main stakeholder groups and to carry out the implementation throughout the project.

**Methodology of the TA:** As a starting point for Phase I, the consultant will need to interview Corpocampo, Naidiseros, and Planeta and process the main data that they may already have. Nevertheless, for identifying other NTFPs and the potential of the acai value chain the proponents can propose different methods to gather primary and secondary data. It is ideal to mention in the proposal if some existing data can be used as a baseline. For the component IV. *Identify competitiveness factors that constrains local companies of the pacific region to scale up*, it's ideal to conduct an early consultation with major financial players.

The proposed method shall be able to overcome barriers such as the inexistence of financial databases related to bioeconomy, the costs to build and expand new bioeconomy businesses, uncertainties about future forest products markets, etc. Thus, it will be important that clear assumptions are made to overcome these data gaps.

**Area of intervention:** Pacific coast of Colombia, which includes: Murindó and Vigía del Fuerte, municipalities of Antioquia and the areas of the departments that collide with the Pacific Ocean of Cauca, Valle del Cauca, Nariño. The scope will include fully Chocó.

**Duration and phasing:** The activity is to commence in October 2022 and end in May 2023.

**Time length of the consultancy:** 8 months

**Deliverables:**

The consultant is expected to deliver the following in Spanish. Just the final summary document should be delivered in English and Spanish as well:

Phase I – market opportunities and roadmap needed for acai market growth in Colombia

**I. Market opportunities**

M1: Present a work plan for the TA

M2: One presentation and document identifying market opportunities at the national level with specific buyers.

M3: One document with marketing strategies that can lead to increase the demand of consumers of acai at the national level.

M4: One document identifying international trends, markets, and possible innovations that Colombian acai can fill.

M5: One document and presentation that clearly states quality and processing standards needed for acai processors of the pacific region to sell to major markets and industries related to cosmetics, nutraceuticals, food, among others. Include a road map for local companies of the pacific region to comply with them.

**II. Current and potential supply of acai and provide relevant data about the value chain.**

M6: Present the methodology to be used to establish current and potential supply areas of acai, as well as determine current and potential volumes of harvest.

M7: Shapefiles and geographical data on current areas used to supply acai.

M8: Shapefiles and geographical data on potential areas to supply acai.

M9: One presentation of the methodology to be used to determine current and future jobs that acai value chain generates at the local level, as well as revenues to local companies, taxes, and contributions to local, departmental, and national economies.

M10: One document containing the data and findings on M9.

**Phase II – investment and conditions required for scaling**

**III. Map the journey of a successful bio- business.**

M11: Perform interviews with Planeta, Naidiseros, and Corpocampo

M12: Perform at least one visit to Planeta, Naidiseros, and Corpocampo's plants.

M13: One document that states how the grantees were able to raise funds, identify the type of investment they received (rural credit, impact fund, etc), product innovation they had performed and how they had scaled up.

M14: One document with learned lessons from each actor that can be shared with the others and key success factors that can be translated to other local acai initiatives or NTFP companies.

M15: Present the learned lessons to the grantees.

**IV. Identify competitiveness factors that constrains local companies of the pacific region to scale up.**

M16: Present the methodology to identify the main obstacles that do not allow the companies to scale up, improve and increase their production.

M17: In one document present the main findings that companies face to scale up, improve and increase their production.

M18: Identify the type and range of amount of investment needed for acai business and the barriers they face to access it. Consider capital requirements for investment as a factor to take into consideration.

M19: Map of the existing potential sources of capital that could finance local acai initiatives and propose a roadmap for the companies to access it.

M20: Based on the results of section "II. Market opportunities" and "IV. Identify competitive factors", propose a roadmap with specific steps that can enable to link the demand with the offer of acai from the pacific region.

M21: Propose a pilot to be done between a national company and a local company of acai of the pacific region. Determine specific activities, CAPEX, OPEX and others costs that the pilot will need.

**Phase III – Income layering needed in acai sector to compete with damaging ecosystem activities**

**V. Disincentivize deforestation by complementing acai income with other NTFP:**

M22: One presentation on the methodology to be used to identify possible volumes of the NTFP, jobs that can be generated, and possible income for local communities, local processors, and tax revenues for the departmental and local level.

M23: Identify other NTFPs in the region based on a methodology and criteria selected by the consultant and P4F.

M24: Identify if it's possible to develop an algorithm for the identification of the NTFP by geographical images. In case it is possible, provide shapefiles of the NTFP identified.

M25: One document that contains the main outputs of M22, M23 and M24.

M26: One document that contains the estimated revenues from the carbon market for acai agroforestry systems and wild acai palms

M27: One document on social and environmental aspects that the NTFP identified could generate.

M28: One presentation on the analysis on how income layering through sustainable means, such as the proposed aggregation of a basket of NTFP products, and/or carbon and biodiversity markets, could compete with business-as-usual activities in the region, including illegal activities. A key question to be answered will be how much additional income needs to be generated for producers to switch to more sustainable activities and how can this income generation be made (e.g., acai + aguaje + carbon credits)

M29: One document containing the analysis on M28.

**VI. NTFP and bioeconomy public policy**

M30: One document containing a summary on the policies related to NTFP and bioeconomy, at the national and departmental levels.

M31: One document with policy recommendations based on the findings of the outputs 1-5

M32: Final summary document of the whole TA with the main activities and findings per component (in English and Spanish).

**VII. Comms**

M33: Design a comms strategy to present the main findings to key audiences, which the consultant would have to identify and agree with P4F

M34: Develop and comply with the comms strategy for output 1

M35: Develop and comply with the comms strategy for output 2

M36: Develop and comply with the comms strategy for output 3

M37: Develop and comply with the comms strategy for output 4

M38: Develop and comply with the comms strategy for output 5

M39: Develop and comply with the comms strategy for output 6

**IV. Financial component**

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

**V. Responsibilities of the Company**

Insert any details about the Company's responsibilities here

**VI. Contractor responsibilities**

-  To be prepared to sign the Standard Contract Terms.
  
-  To have in place insurance policies covering Professional Indemnity and Public Liability.
  
-  To have any relevant registrations (including tax registrations) in the activity Jurisdiction.

## Part 2 – Conditions of tender

### 1. Tender content

- 1.1. The tender must contain the following:
  - 1.1.1 a cover letter (no longer than 1 page) to the tender for the activity (specify the Activity number), including the signed declaration contained in Part 7;
  - 1.1.2 a technical submission (in the form detailed in Part 3);
  - 1.1.3 a financial submission (in the form detailed in Part 4).
- 1.2. Every Tender needs to state in the submission:
  - 1.2.1 in the case of an individual, full or given names, surname and address;
  - 1.2.2 in the case of a trust, the full names and addresses of each trustee of the trust;
  - 1.2.3 in the case of a company, NGO or other registered entity, the full name of the entity, the address of the registered office of the entity, the relevant registration number and a copy of the certificate of registration; and
  - 1.2.4 If relevant, a list (including CVs if requested) of all the nominated personnel expected to contribute to the performance of the TOR, including their names, surnames, title of their position and their proposed level of effort.
- 1.3. Tenders are to be written in English, Arial font 12
- 1.4. 'The Tenderer' (where capitalised) means the person or organisation to whom this invitation has been sent, the person or organisation responding to this invitation (as applicable). Depending on the context, an uncapitalised version of 'tenderer' may also refer to the Tenderer.

### 2. Tender Assessment Process

- 2.1. Tenders must comply with the requirements of the TOR. Failure to submit a Tender including the information required by the TOR (or this Tender generally) will factor into The Company's assessment of the level of compliance of the Tender and may result in rejection of the Tender.
- 2.2. The Company will evaluate Tenders on the following basis:
  - 2.2.1 a technical assessment;
  - 2.2.2 a financial assessment;
  - 2.2.3 any other factors which may impact on the Tenderer's potential performance.
- 2.3. The Company reserves the right:
  - 2.3.1 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;
  - 2.3.2 to cancel or vary the Invitation to Tender process at any time whether before or after the closing date;
  - 2.3.3 to reject any tender that does not adhere to the structure and content requirements as outlined in these Terms and Conditions;
  - 2.3.4 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;
  - 2.3.5 to accept Tenders for the whole or any part of the requirement;
  - 2.3.6 to require that tenderers submit to the Company's Due Diligence process prior to or after the submission of Tenders; and
  - 2.3.7 to negotiate with the most favourable tenderer should it be deemed that the offered prices are unreasonable or greater than the targets set in the planning process.
- 2.4. The Company shall not be bound by any advice given or information furnished by it.
- 2.5. The conduct of this Invitation to Tender is not intended to give rise to any legal or equitable relationship.
- 2.6. Any inducements and rewards intended to influence the outcome of the Tendering process will result in Tenderer's immediate suspension from the process.
- 2.7. Your Tender will be valid for the Tender Validity Period specified on p.1.

### 3. Technical Assessment

- 3.1. The Technical Assessment will be undertaken by an internal procurement committee.
- 3.2. The Company may specify weighting for assessment criteria in Part 4.

### 4. Financial Assessment

- 4.1. Following consideration of the technical merit of Tenders, a like-for-like price assessment may be undertaken by The Company of the Tenders assessed as technically suitable.
- 4.2. 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.
- 4.3. Unless otherwise specifically stated, prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

- 4.4. The contract price, which must include any and all other charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.
- 4.5. Additionally, 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.
- 4.6. 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.

## **5. Acceptance of Tenders**

- 5.1. The Company is not bound or required to accept the lowest priced Tender or any Tender.
- 5.2. A Tender will not be deemed to be accepted unless and until a Contract in the form listed in Part 7 is signed by the Company and the Tenderer (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;
  - 6.1.2 clearly identify the differences and improvements offered.

## **7. Non-Compliant Tenders**

- 7.1. Tenders will be regarded as non-compliant if they do not comply with any part of the requirements of this Invitation to Tender.
- 7.2. The Company may, however, in its absolute discretion evaluate any non-compliant Tender.

## **8. Lodgement of Tenders**

- 8.1. It is the responsibility of the Tenderer to ensure that the Tender is received by the Company by the closing date and time prescribed in this Invitation to Tender. A Tender lodged after the closing date is a late Tender.
- 8.2. A late Tender will normally not be considered unless it can be demonstrated by the Tenderer that the Tender would have arrived at the tender point by the required date and time as prescribed in this Invitation to Tender but, for reasons proven by the Tenderer, it did not. The Company may allow a late Tender to be assessed at its absolute discretion.
- 8.3. The Company will not consider or entertain any queries about a decision to assess or reject a late Tender.

## **9. Tenderer Costs**

- 9.1. Tenderers are responsible at their own cost to:
  - 9.1.1 make all arrangements and obtain and consider all information relating to the TOR;
  - 9.1.2 prepare, deliver and lodge their tender;
  - 9.1.3 deal with any issues, including disputes, that may arise out of the tendering process.

## **10. Confidentiality**

- 10.1. 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.
- 10.2. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:
  - 10.2.1 is strictly necessary for submitting the Tender;
  - 10.2.2 is required by relevant laws;
  - 10.2.3 is authorised by prior written approval from the Company; or
  - 10.2.4 occurs after the Confidential Information already is or comes into the Tenderer's possession (or in the public domain) otherwise than pursuant to this Tender, pursuant to a separate confidentiality undertaking by the Tenderer or a third parties' (or that parties') unauthorised disclosure.
  - 10.2.5 If the Tenderer is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company.
  - 10.2.6 The parties agree that this obligation applies during the Tender and after the completion of the process.

## **11. Request for Information**

- 11.1. Any prospective tenderer may within a reasonable time before the closing date 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. 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.

## **12. Business Partner Code of Conduct**

- 12.1. Tenderers shall comply with the Company's Business Partner Code of Conduct in the submission of any tenders. The Code is currently available at [thepalladiumgroup.com/policies](http://thepalladiumgroup.com/policies).

## **13. Unsuccessful Tenders**

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

## **14. Tenderer Acceptance of Conditions**

- 14.1. 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 cover letter of the 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.

## **15. Conflict of Interest**

- 15.1. Tenderers 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).

## **16. Inconsistencies**

- 16.1. If there is inconsistency within this ITT, the following order of precedence shall apply:

- 16.1.1 these Terms and Conditions;
- 16.1.2 the Cover Page of this ITT; and
- 16.1.3 Part 5 – Client Terms
- 16.1.4 Part 6 – Standard Contract
- 16.1.5 Part 1 – Terms of Reference
- 16.1.6 Part 4 – Financial Assessment Selection Criteria
- 16.1.7 Part 3 – Technical Assessment Selection Criteria
- 16.1.8 the Schedule

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

## **17. Jurisdiction**

- 17.1. This Tender process shall be subject to the laws of the Jurisdiction.
- 17.2. The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement or the breach, termination, or invalidity thereof.
- 17.3. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.
- 17.4. The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English. The relevant laws shall be the laws of the Jurisdiction.
- 17.5. Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

## Part 3 – Technical assessment selection criteria

Insert detail here showing how you will determine the quality of the technical proposal and what weighting will be given to certain responses:

For example – for Technical Services

### Requirements for the Technical Submission

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 five pages or less in length;
4. have attached up-to-date CVs relevant to the activity of the preferred consultant/s (no longer than 4 pages), including contact details for two referees who can comment on recent experience relevant to the application.

Specification of the advisory support

1. Minimum of 4 years of experience on interdisciplinary consultancies, especially managing complex projects, and a well-documented track record of delivering technically solid products on time and to a high standard of quality.
2. Experience handling at least 3 consultancies that cost more than GBP 100.000.
3. Documented experience/knowledge in the areas of forest and NTFP management and research in Colombia, value chain analysis, green businesses development, economic activities,
4. Demonstrated ability to gather data on complex and inexistence areas of knowledge.

Team composition

Role	Academic Credentials	Experience
Consultant Team Lead	Master's degree in forestry, environmental science, environmental engineering, or other relevant academic background combined	<u>General:</u> <ul style="list-style-type: none"> <li>• Minimum 6 years of professional experience in value chains and/or green business, NTFP, forestry, and market development.</li> <li>• Experience managing teams and consultancies</li> <li>• LAC regional experience.</li> <li>• English and Spanish proficiency.</li> </ul>
Forestry Specialist	Bachelor's Degree with master's in forestry, Environmental Engineering, Environmental Sciences, or other relevant academic backgrounds.	<u>General:</u> <ul style="list-style-type: none"> <li>• Minimum of 6 years of professional experience</li> <li>• Experience in forestry inventory</li> <li>• Knowledge about Colombian ecosystems</li> <li>• Experience in NTFPs management</li> </ul>

Role	Academic Credentials	Experience
Environmental Specialist	Bachelor's Degree in Environmental Sciences, biology, geography studies, or another relevant academic background.	<u>General:</u> <ul style="list-style-type: none"> <li>• Minimum of 3 years of professional experience.</li> <li>• Experience in territorial and environmental planning.</li> <li>• Experience in ecosystems services and environmental analysis</li> </ul>
GIS Specialist	Bachelor's Degree in agronomy, geography, engineering, or another relevant academic background, with specialization in spatial analysis.	<u>General:</u> <ul style="list-style-type: none"> <li>• Minimum of 5 years of professional experience.</li> <li>• Experience in land use and land change studies.</li> <li>• GIS knowledge of forestry and/or agriculture.</li> </ul>
Business Development Specialist	Bachelor's degree in economics, Finance, Business, or another relevant academic background, with a specialization in financial analysis.	<u>General:</u> <ul style="list-style-type: none"> <li>• Minimum of 5 years of professional experience.</li> <li>• Experience in product and market development</li> <li>• Experience in bioeconomy and forest economy.</li> </ul>
Social Specialist	Bachelor's degree in Social Sciences, Public Policies, or another relevant academic background, with specialization in capacity building and stakeholders' management.	<u>General:</u> <ul style="list-style-type: none"> <li>• Minimum of 5 years of professional experience.</li> <li>• Experience working with local communities and farmers</li> <li>• Knowledge of stakeholders' management</li> </ul>

1. Up-to-date CVs relevant to the activity of the consultant/s including the names and contact details of two referees must be attached (no longer than four pages in length).
2. The technical submission format **must** clearly address the criteria above as this will impact on the assessment process. Please remember the technical submission should not exceed five pages.

For goods:

1. Specifications for the goods
2. Delivery points for the goods
3. Specific personnel (or profile of personnel) to provide the goods

## Part 4 – Financial assessment selection criteria

The Financial Limit for this procurement is GBP 100.000. The limit includes all operational expenses to develop the BP, such as flights and hotels to the project region. The limit also includes taxes and other transaction costs.

Key information to include:

- Payment shall be made in COP
- All prices are to be inclusive of relevant taxes
- Unit cost of goods
- Except for variations in the rate of duty or foreign exchange, Tenderers shall state whether the prices offered are:
  - o firm, that is prices offered shall not be varied either up or down for any reason;
  - o firm for a period, in which case the period must be stated;
  - o subject to other price variations either up or down.
- Currency of the quote (whether local currency (e.g. NGN, INR) or head contract currency (e.g. GBP, AUD))
- Quote format, e.g.
  - o Price proposal
    - Costs for the goods
    - Delivery
    - Fixed vs variable costs
    - Management fees
  - o Reimbursable costs

### Evaluation criteria for proposals

Criteria	Details	Scoring weight
1. Proposal	Robust methodologies for the inventory assessment, the value chain analysis, the prospective market analysis, and for promoting engagement of relevant stakeholders	40
2. Firm's national and local experience	Documented experience/knowledge in the areas of forest and NTFP management and research in Colombia, value chain analysis, green businesses development, economic activities, and marketing.	20
3. Team expertise	Team members with strong expertise and competence related to the different activities of the assignment	30
4. Financial proposal	Cost per component, activities, and overall cost of the TA.	10
<b>Total</b>		<b>100</b>

## Part 5 – Client Specific Provisions

**DFID:**

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 6 – Standard Contract Template

[Drafting note:

In this section, you will need to insert one of the following Company template names and then attach that template to the ITT pack.

Technical services (inputs) under the Head Contract:

By a company: Subcontractor Agreement

By an individual resident outside the recipient country: Consultant Agreement (International)

By an individual resident in the recipient country: Consultant Agreement (Local)

General (non-ID technical) Services:

Services Agreement (using the relevant one for the estimated contract value here)

Blanket Purchase Agreement

Goods:

Purchase Order

Blanket Purchase Agreement

Delete this drafting note once the relevant name has been selected from the dropdown menu below]:

Choose an item.

## Part 7 – Declaration by Tenderers

Tenderers shall submit their tender with the following declaration:

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

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

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

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

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

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

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

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