

Terms of Reference

Design and implementation of a Program for deep tech startups with climate solutions at startuplab.01

Date for receipt of proposals: September 24th, at 17:00 hours (UTC-3)

1. Introduction

The purpose of these Terms of Reference (hereinafter, "TOR") is to define the requirements, criteria, procedures, among others, for the selection of the entity (hereinafter, the "Executor") who will oversee the design and implementation of a program (hereinafter, the "Program") for deep tech startups developing climate solutions at **startuplab.01**, through a consulting program to implement the Executor's deep tech startups acceleration program for up-to two and a half years.

2. The Project

Startuplab.01 is the country's first hub of specialized support for science-technology based entrepreneurship focused on the development of climate solutions (hereinafter referred to as "startups"). It is a unique collaborative space and infrastructure dedicated to the development of disruptive technologies that contribute to solving the major challenges associated with climate change. It seeks to catalyse the success of startups by providing a pioneering technology validation space in Chile with specialized laboratories, high quality equipment and collaborative workspaces. It will also connect entrepreneurs with the resources necessary for their development, such as support programs, investors, national and international networks, and access to potential customers.

Startuplab.01 will be in Territoria's "Campus Santa Lucía" project, located on Santa Rosa Avenue, in downtown Santiago. It will have 4 floors, reaching 4,400 m² where 400 m² of biological and chemical science laboratories (*Wet Lab*), 400 m² of electronics and prototyping laboratory (*Dry Lab*) and 3,000 m² of coworking and office space for startups (combining open space, private offices and auditorium) are considered. This infrastructure will be able to house up to 50 startups in the technology validation and growth stage, with an average of 5 employees each.

The Program is complementary to the relab.01 program, startuplab.01's fundamental program, seeking to strengthen the comprehensive value proposition through specialized support in commercial validation and market preparation.

3. Procuring Entity

Fundación Chile (hereinafter, the "Fundación") is a private non-profit corporation, public-private in terms of its founding partners and purposes, whose objective is to drive Chile's transformation towards sustainable development. For more than 48 years, it has collaboratively created innovative, high-impact solutions for the country, addressing local challenges with global reach.

It has been a pioneer in empowering and enabling different productive sectors, such as the aquaculture industry, the agro-industrial sector, the movement towards renewable energies such as solar, the first venture capital funds in Latin America, among others.

One of its approaches has been to connect the country's development challenges with the innovative power of companies and entrepreneurs as a key tool to leap towards a more just, sustainable and prosperous future, harnessing the dynamism of innovation and entrepreneurship.

4. Objective of the Consultancy

The present TOR will govern the selection of the Executor, who will be mandated to design, implement and execute a Program for deep tech startups with climate solutions participating at **startuplab.01**, which will include: (i) acceleration of portfolio companies; (ii) strengthen the deep tech specialization of startuplab.01 residence program; and (iii) capacity building of startuplab.01 core team.

The Program should consider at least the following specific goals:

- Design and implement support programs across different stages of the startup lifecycle, with a special focus on TRL 3 to 9 in terms of technology maturity.
- The acceleration program must include the implementation of at least 4 cohorts of 10–12 startups each (40–48 startups in total) over a 30-month period. The selection process will consider strategies to integrate at least 30% of deep tech startups led by women and 40% of startups in the portfolio benefiting vulnerable populations with their deep tech solutions.
- Address critical gaps in resources, knowledge, and networks that hinder the technical and commercial development of deep tech startups working on climate solutions.

- Directly impact the development and growth of participating startups in metrics such as product development, talent acquisition, pilot agreements, fundraising, measurement of key impact indicators, among others.
- Design and develop a sustainability plan to ensure the Program’s continuity beyond the completion of the consultancy.

Further strategic requirements to address in the proposals:

- Synergy and connections with other relevant ecosystems, both at the Latin America and Global levels
- Capabilities transfer to startuplab.01’s team
- KPIs definition and accountability mechanisms for annual reporting of impact indicators allowing to demonstrate the accomplishments of the consultancy objectives, the value added to accelerated deep tech ventures and to the Chilean ecosystem
- Capability to invest -or connect with concrete investment/financing opportunities- in top-performing companies

5. Scope

The proponents will present different types of programs based on their knowledge, experience, and capabilities to achieve the expected results. Some examples of supporting programs previously identified as necessary and required at Chilean ecosystem level are:

- **Company Builder / Venture Studio program:** Transform early-stage scientific research (TRL 3 onwards) into climate deep tech startups with technical feasibility and market potential, thereby fostering a new pipeline of deep tech companies in the region.
- **Commercial and Product scaling Program:** Accelerate the transition of startups with validated deep technologies from industrial piloting to commercial deployment by addressing infrastructure, market and capital needs.

The proposals are not limited to these programs; they can cover new and different focus areas, but they must achieve the main goal of impacting the growth and impact metrics of the participating startups.

As a minimum, the proposal must include the following:

1. An executive team engaged in the Program with relevant experience in managing deep tech acceleration processes, which can also provide (a) access to a network of mentors and advisors, composed of experts across different verticals; (b) connections within local

- and international stakeholders; (c) proven success stories associated with previously implemented company acceleration processes.
2. A clear methodology aligned with the Program's objectives that includes transparent, traceable, and measurable KPIs, curriculum, and mentoring/advisory services to be provided to portfolio companies. The proposal must clearly identify phases, a detailed implementation timeline, and components to be delivered in-person, virtually, or in a hybrid format.
 3. A structured approach on how the available resources of startuplab.01 will be leveraged, particularly laboratory and coworking infrastructure.
 4. Communication strategy for the program, participant engagement plan, and evaluation of program participants.
 5. A documented selection process aligned with the application procedures of startuplab.01, including the participation of startuplab.01 staff members in the selection committee.
 6. Eligibility criteria and how they align with the startuplab.01 portfolio.
 7. A network of partners that will be actively involved in the Program.
 8. Compensation, if any: equity, service fee, success fee, or other forms if applicable.
 9. A clear statement of portfolio and program impact metrics to be monitored, as well as the platform to be used for this purpose. The final metrics to be tracked and reported must be agreed upon with the startuplab.01 staff.
 10. Intellectual property policy and other legal aspects that startups should take into consideration.
 11. Reporting mechanisms, including learnings and recommendations for future editions.

During the entire period of execution of the programs, the Foundation will provide workspaces for the teams of the Executor, located in the premises of startuplab.01. The spaces will have all the necessary amenities to offer a comfortable, effective and fruitful experience to the participants, taking advantage, mainly, of the proximity to the startups beneficiaries of the programs, who will have access to the same workspaces.

6. Proposals evaluation

For the evaluation of proposals, a commission composed of different representatives of the Fundación and its partners will be established. This commission will evaluate the proposals considering the technical and economic aspects as detailed below:

6.1 Technical Assessment (50% of the final weighting)

The technical assessment will focus on analysing the quality, relevance and feasibility of the proposal, considering the following criteria and sub-criteria:

6.1.1 Technical Compliance (25%)

- Understanding the TOR: Clarity in the interpretation of the program's objectives and scope
- Level of Detail of the Technical Proposal: Clear methodologies, coherent approach for each project phase
- Completeness of offer vs. TOR

6.1.2 Relevant Experience in Similar Programs (30%)

- Documented Background: Evidence of previous projects in design and implementation of acceleration programs for deep tech startups or similar nature
- Specific experience in commercialization of climate technologies
- Experience in connection with investors and corporate customers
- Experience in international programs and commercial expansion of startups
- Verifiable references from executed programs

6.1.3 Quality of Proposed Team (30%)

- Credentials: Academic background, specific experience and team certifications
- Team experience in deep tech and climate tech business development
- Demonstrable network of contacts in the investment and corporate ecosystem
- Team availability and dedication to the project
- Knowledge and experience in LAC region

6.1.4 Feasibility and Coherence of Work Plan (15%)

- Realistic timeline with achievable milestones within indicated timeframe
- Risk Management: Identification of potential risks and proposed mitigation measures
- Post-program sustainability strategy

6.2 Economic Assessment (50% of the final weighting)

The economic assessment will evaluate the cost-benefit ratio of the offer, as well as its structure and breakdown:

6.2.1 Cost-Benefit Ratio (70%)

- Justification of total cost in terms of expected results

- Competitiveness of the tender in relation to other proposals received
- Efficiency in resource allocation

6.2.2 Economic Flexibility (30%)

- Inclusion of adjustment or adaptation options at no additional cost for reasonable changes during implementation
- Proposed additional fees for optional activities or scope extensions
- Clarity in the proposed financial sustainability model

6.3 Assessment Methodology

Evaluation Scale

Each tender will be evaluated using a scale of 0 to 5, where:

- 0: Does not meet the requirements
- 1-2: Partially complies or with deficiencies
- 3-4: Meets satisfactorily
- 5: Exceeds expectations

Final Score Calculation

The final score will be obtained by applying the weighting defined for each criterion, adding the technical and economic evaluations.

Factor	Weighting	Final Score (0-5)
Technical Assessment	50%	
Technical Compliance	25%	
Relevant Experience	30%	
Team Quality	30%	
Feasibility and Coherence	15%	
Economic Assessment	50%	
Cost-Benefit Ratio	70%	
Economic Flexibility	30%	
Total Final	100%	

6.4 Ranking of Offers

The proposals will be ranked according to their final score, with the contract being awarded to the bidder with the highest score.

7. Submission of the Technical and Economic Offer

The technical and economic offer must be structured with unit prices per person-hour (USD/PH) for each of the activities indicated in the scope. Details of the professionals must be included in the annexes to the proposal with their CV and indication of previous experience in similar projects and the percentage of time dedicated by each professional during the program implementation.

Proposals will be received digitally addressed to Vicente Pavani, Acceleration & Program Leader, at vicente.pavani@fch.cl with a copy to Francisca Contreras, Executive Director, at francisca.contreras@fch.cl **until September 24th at 17:00 (UTC-3)**.

Once the best offer has been selected, the Fundación will notify the successful proponent in writing. The unsuccessful bidders will be informed in the same way. In case of declaring the tender procedure void, no bidder shall be entitled to receive any compensation from the Fundación.

The Fundación reserves the right to reject any bidder who does not meet the selection criteria, without cause, and to declare this call void, also without cause and, in both cases, without the right to compensation or claim of any kind from the applicants.

Furthermore, in the event of rejecting the application of all or some of the bidders, the Fundación is released from any obligation to justify the measure and from any responsibility derived from the damages that any of the Applicants may suffer for this reason, as well as from reimbursing any expenses, commissions and costs that the Applicants may have incurred on the occasion of the call for proposals. The bidders, by the mere fact of accepting these terms and conditions, irrevocably waive any claim or action in this respect.

8. Reference Budget Information

The Fundación has allocated an indicative budget between USD 140,000 and USD 170,000 for the complete execution of the Program, including all phases described in these TOR. **This range is provided as a reference for proposal sizing, without constituting an absolute limit.**

The Fundación will especially value proposals that demonstrate efficiency in resource use and maximization of impact per dollar invested. Proposals exceeding the upper range must include a detailed justification of the additional value they would provide. Similarly, proposals significantly below the lower range must demonstrate how they will meet all established objectives and requirements.

The budget stated above shall be treated as financial support, either for co-financing or as a subsidy for the programs to be implemented under this TOR.

9. Confidentiality

All information relating to the Fundación and/or third parties published (publicly or privately) shall be confidential and reserved, and the Executor shall be liable for all damages arising from the non-observance of this obligation. In this sense, the Executor undertakes to:

- Not to make any use of the information, background information or databases other than that necessary for the present application or that provided for in the contract to be concluded.
- Not to transfer, assign or transmit in any form, whether free of charge or for a fee, the information, background information or databases generated by virtue of the services provided or the contract concluded.
- Not to transmit or disclose the information, records or databases to third parties by any other means or procedure.
- Not to make any copy, by any means, or under any circumstances, of the information provided by the Foundation for the performance of other services that are not considered within the contract, directly or indirectly, that is concluded on this project, unless expressly authorized in writing by the Fundación.
- To safeguard the information received in such a way as to ensure that it and its contents are adequately protected, to prevent unauthorized persons or outsiders from making improper use of it.

10. Intellectual Property

The program deliverables (knowledge products such as implementation reports, portfolio monitoring, valuations, etc.) will be the intellectual property of Fundación and the Interamerican Development Bank.

The contents of materials obtained and used for the program implementation may not be disclosed to any third parties without the expressed advance written authorization of Fundación.

11. Termination

The contract to be concluded hereunder shall remain in force for the stated terms. Notwithstanding the foregoing, the Fundación may terminate the contract immediately at any time upon the occurrence of any of the following circumstances:

- Failure to comply with any of its obligations under the contract to be signed and executed.
- If the Executor is in default or is simply late in fulfilling the obligations set out in the contract and has been notified in writing (not receiving a solution within 5 days of receipt of the notification).

12. Submission of Queries

Proposers must ensure that all queries, whether administrative, technical, differences, omissions and/or doubts in the interpretation of the present TOR are clarified during the application.

Consultations will be received until September 10th, at 17:00 hours (UTC-3), and should be sent to the e-mail addresses indicated in paragraph seven above.

13. Acceptance of the Terms of Reference

The submission of the documentation required for the application shall be considered full and irrevocable acceptance of these application conditions. The data provided by the applicant must be correct, truthful and complete, assuming all responsibility for the lack of truthfulness or accuracy of these. The applicant accepts that the Fundación has the final authority with respect to the application and selection process.

14. Modification of Terms of Reference

The Fundación may update or modify these TOR at any time by publishing the new version without further liability for the Foundation.

The Fundación reserves the right to cancel, modify, or proceed to suspend the application process or to vacate any of the selection stages it deems appropriate, without further liability for them. Submission of required application documents will be considered as irrevocable acceptance of these TOR.

The data provided by the applicant must be correct, truthful and complete, assuming all responsibility for the lack of truthfulness or accuracy of these. Should the data provided by an Applicant prove to be false, inaccurate or misleading, the Foundation shall be entitled, without prejudice to other legal measures at its disposal, to withdraw, refuse or suspend the rights granted to the Offeror by these TOR.

15. Corporate Compliance

With the entry into force of Law No. 20.393, criminal liability of legal persons has been established. To comply with the provisions of the Law, Fundación has implemented a Crime Prevention Model, through which it will promote the prevention of the commission of crimes punishable under the Law.

In this regard, the Applicant declares that to date it has strictly complied with the provisions of Law No. 20.393, that it is aware of such regulations and has not been previously convicted of such conduct and that its legal representatives have not been summoned in accordance with the provisions of Article 22 of the Law, and hereby undertakes to maintain and take all necessary measures to ensure such compliance throughout the term of this application and subsequent contract, and also undertakes not to engage in or develop, in any case, through any of its owners, directors, administrators, representatives, agents or dependents in general, any type of activity or conduct that could affect the Fundación compliance with such regulations. The Applicant is obliged to report to the Fundación Crime Prevention Officer any event that may constitute a breach of the Crime Prevention Model or an offence under Law No. 20.393, through the complaints channel available for this purpose on the website www.fch.cl.

Fundación does not permit in any case, and expressly forbids its Suppliers, Consultants, collaborators, associates or any counterpart to participate directly or indirectly in any conduct that may constitute the offences, nor receive or deliver any kind of undue payment that may be used in the commission of the offences sanctioned by Law No. 20.393, even if the result of the offence would be beneficial to the Fundación.

Failure to comply with these provisions will be sanctioned by removal from the process and immediate termination of future agreements.

Likewise, the bidder declares that in the development of the activities that are the object of the present process and future agreement, it will comply with the prevailing regulations in Chile on free competition, and therefore will not carry out any act, deed or agreement that prevents, restricts or hinders free competition in the sector in which the Fundación operates.