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## Termo de Referência

### Implementação do Centro de Atendimento ao Produtor (CAP) na região do Sertão do Pajeú - Pernambuco/Brasil

#### 1. Introdução

A Stichting IDH (IDH) busca transformar mercados por meio de inovação colaborativa, convocação e investimento em soluções inclusivas e sustentáveis que permitam às empresas criarem valor para as pessoas e para o planeta. Para atingir esse objetivo, a IDH reúne partes interessadas e comprometidas, de todas as cadeias globais de valor, em busca de visões conjuntas e programas com agendas focadas no comércio sustentável.

A presença internacional da IDH se estende por várias regiões, facilitada por uma rede de cerca de 400 funcionários, incluindo especialistas que estão integrados nas principais cadeias de valor agrícola, de manufatura, de vestuário e de commodities. Em 15 anos de operação, a IDH mobilizou investimentos e apoio do setor privado para testar e inovar modelos de negócios projetados para criar melhores empregos, rendas, meio ambiente e equidade de gênero para todos.

Saiba mais sobre nosso método exclusivo de [convocação, cocriação e cofinanciamento](#).

Com base neste Termo de Referência ("TdR"), a IDH pretende selecionar um consultor para **implementar e gerenciar o Centro de Atendimento ao Produtor (CAP) na região do Sertão do Pajeú, no estado do Pernambuco, Brasil, que fornecerá aos agricultores da região assistência técnica e orientações para a regularização ambiental e fundiária**. O centro estará localizado no município de Afogados da Ingazeira, Brasil.

#### 2. Histórico

A IDH tem como objetivo acelerar a sustentabilidade em escala por meio do estabelecimento de coalizões de impacto com empresas, ONGs, governos, sindicatos, instituições financeiras e universidades para promover o bem-estar do público e sociedade em geral. Em consonância com os valores da IDH, a abordagem de Territórios Sustentáveis da IDH Brasil baseia-se na estratégia PPI - que compreende os pilares de Produção, Proteção e Inclusão, que promovem metas relacionadas à produção sustentável, preservação e inclusão social, contribuindo para a promoção, o incentivo e a implementação de um modelo municipal sub-regional (Pactos PPI), que contribuirá para o desenvolvimento social e econômico da região e para a criação de uma ligação sólida entre a proteção dos recursos naturais e as atividades de produção sustentável na região. Essa estratégia no Brasil começou em quatro municípios do estado do Mato Grosso, depois se estendeu à região de Balsas, no estado do Maranhão, e recentemente à região semiárida do Sertão do Pajeú, em Pernambuco, Brasil.

Para apoiar o PPI do Sertão do Pajeú no alcance de suas metas sustentáveis, a IDH pretende criar um HUB de Assistência Técnica para agricultores chamado Centro de Atendimento ao Produtor (CAP), com sede no município de Afogados da Ingazeira. O CAP prestará auxílio por meio da execução de serviços como: Assistência Técnica para Projetos de Produção Agrícola; Apoio a agricultores para Regularização Ambiental e Apoio a agricultores para Regularização Fundiária (mais informações no item 3 - Escopo).



### 3. Atribuição

#### *Objetivos*

O objetivo geral desse trabalho é estabelecer e gerenciar o Centro de Atendimento ao Produtor (CAP) na região do Sertão do Pajeú, Pernambuco, fornecendo assistência técnica e apoio às questões ambientais e de regularização fundiária para os agricultores da região.

A IDH está buscando uma empresa de consultoria que forneça as condições, incluindo infraestrutura e equipamentos, para permitir que o CAP ofereça os serviços descritos no item 2 acima. Prevê-se que a equipe do CAP realize suas atividades no escritório (incluindo atendimento ao cliente) e nas propriedades (atendimento itinerante).

#### *Escopo*

O CAP fornecerá assistência por meio da realização dos seguintes serviços:

#### I. Assistência Técnica para Projetos de Produção Agrícola

Serviços de apoio e Assistência Técnica Especializada com foco em Produção e Extensão Rural:

- Diagnóstico socioeconômico e ambiental das Unidades de Produção (propriedade rural e família do agricultor);
- Elaboração do "projeto de produção agrícola" que será monitorado pela Assistência Técnica, por meio de **Visitas Técnicas**;
- Treinamento para agricultores, através de **Atividades Coletivas**;
- Orientação sobre as principais políticas públicas para pequenos agricultores;
- Orientação e aconselhamento sobre a criação de associações e cooperativas para pequenos agricultores familiares;
- Orientações sobre o Cadastro Nacional da Agricultura Familiar (CAF).

#### II. Suporte aos Agricultores para a Regularização Ambiental

Análise e classificação de documentos relacionados ao Cadastro Ambiental Rural (CAR), incluindo:

- Verificação da situação atual;
- Qualificação das informações contidas no CAR;
- Conformidade da documentação da propriedade com o CAR;
- Conformidade da propriedade rural e documentação do proprietário;
- Orientações sobre como proceder após o registro no CAR, as questões envolvidas, medidas preventivas, medidas para que a propriedade seja mantida de acordo com as premissas ambientais.

#### III. Suporte aos Agricultores para a Regularização Fundiária

Análise e classificação de documentos relacionados a esse tópico:

- Orientação sobre Georreferenciamento, Registro, Desmembramento de Terras e possibilidades de subdivisão da área;
- Orientação para agricultores sobre a documentação exigida para qualquer fase do registro;



- Viabilização da documentação de propriedades rurais e de seus proprietários;
- Aconselhamento sobre as questões envolvidas na regularização fundiária, como proceder em cada estágio e quais são os benefícios.

Além disso, prevê-se que a consultoria seja responsável por:

- A seleção e contratação da equipe do CAP

A equipe de atendimento do CAP deve incluir:

- 1 analista responsável pela assistência técnica de projetos de produção;
- 1 analista responsável pelo apoio à regularização ambiental e fundiária.

Para realizar essas atividades, os analistas que prestam assistência técnica ao projeto de produção devem ter um diploma técnico ou um diploma em Agronomia ou áreas relacionadas.

O analista ambiental deve ser formado em Agronomia, Engenharia Florestal ou Ambiental, ou ser Bacharel em Geografia ou Biologia, com sólidos conhecimentos de ferramentas GIS, profundo conhecimento da legislação ambiental brasileira (código florestal), da legislação do estado do Pernambuco e experiência na realização de análises de regularização ambiental.

Durante um período de 12 meses, a empresa de consultoria deve designar e gerenciar analistas que atendam ao perfil profissional e à especialização exigidos.

- Coordenação e gerenciamento da implementação do CAP

A empresa de consultoria entrará em contato com as instituições locais responsáveis pela assistência técnica e regularização na região, bem como com a IDH, a fim de determinar o local para o estabelecimento do CAP (sede) e a área onde as atividades serão realizadas.

- Monitoramento

A empresa de consultoria deve monitorar a implementação e os serviços prestados pelo CAP. Essas informações devem ser reportadas periodicamente à IDH.

#### *Deliverables (Entregas)*

Os deliverables dessa atribuição serão:

<b>Deliverables da atribuição</b>	<b>Prazo</b>
Relatório A (Atividades de abril/24 e maio/24)	15/junho/2024
Relatório B (Atividades de junho/24 e julho/24)	15/agosto/2024
Relatório C (Atividades de agosto/24 e setembro/24)	15/outubro/2024
Relatório D (Atividades de outubro/24 e novembro/24)	15/dezembro/2024
Relatório E (Atividades de dezembro/24 e janeiro/25)	15/fevereiro/2025
Relatório F (Atividades de fevereiro/25 e março/25)	15/abril/2025



Os relatórios devem ser enviados à IDH a cada dois meses. O relatório deve incluir ao menos os seguintes itens:

- Coordenação da implementação do CAP
  - Descrição das atividades durante o período
- Gerenciamento dos custos operacionais do CAP
  - Descrição das atividades durante o período
  - Descrição dos custos do período por item: coordenação, gerenciamento e equipe
- Contratação e monitoramento da equipe do CAP
  - Descrição das atividades da equipe durante o período;
    - a. Número de famílias registradas;
    - b. Número de visitas técnicas realizadas;
    - c. Número de projetos desenvolvidos;
    - d. Atividades coletivas realizadas;
    - e. Atividades de suporte administrativo;
    - f. Número de serviços relacionados à assistência técnica para projetos de produção;
    - g. Número de serviços relacionados à regularização ambiental - CAR;
    - h. Número de serviços relacionados à regularização fundiária – CAF
    - i. Número de familiares encaminhados para políticas públicas - PAA, PNAE e PRONAF
- Informações gerais sobre os agricultores
  - Nome do agricultor responsável pela propriedade
  - Número de pessoas que vivem na fazenda por gênero;
  - Área total;
  - Área de produção;
  - Produção por cultura;
  - Produtividade por cultura;
  - Área florestal (preservação, APP ou Reserva Legal)
  - Principais atividades agrícolas;
  - Renda;
  - Tipo de serviço prestado (suporte produtivo, ambiental ou de planejamento do uso da terra);
  - Projetos e recursos acessados pelos agricultores;
  - Gênero
  - Descrição dos principais obstáculos, gargalos e monitoramento de riscos para os meses seguintes

#### **4. Procedimento para a Seleção**

O procedimento de seleção será como segue:

1. Publicar o Termo de Referência e convidar os prestadores de serviços a enviar uma proposta.



2. Avaliação das propostas pelo comitê de avaliação. O comitê de avaliação analisará as propostas de acordo com os critérios de seleção publicados neste TdR no item 6 - **Verificação e ponderação**.
3. Decisão sobre a seleção do consultor.
4. Reunião inicial com o consultor selecionado.

O cronograma abaixo indica os prazos para o procedimento de licitação:

Processo de licitação	Cronograma
TdR publicado	29 de fevereiro de de 2024
Encerramento do período de perguntas*	05 de março de 2024
Prazo para apresentação das propostas**	15 de março de 2024
Seleção de um Consultor	29 de março de 2024
Início dos serviços	22 de abril de 2024

\* Perguntas recebidas pela IDH após essa data não serão respondidas.

\*\* As propostas apresentadas após o prazo serão devolvidas e não serão consideradas no processo de licitação.

Uma vez transcorrido o prazo para apresentação de uma proposta, a comissão de avaliação avaliará as propostas.

As propostas serão primeiramente analisadas quanto à sua totalidade:

- O não fornecimento de qualquer um dos documentos listados na Seção 6 deste documento poderá desqualificar o licitante de participar do processo de licitação. Esse também será o caso se os requisitos mínimos indicados nestes TdR não forem atendidos
- Caso a proposta esteja completa, a comissão de seleção avaliará a proposta com base no critério mencionado na seção 6.

A atribuição será concedida ao prestador de serviços com a proposta economicamente mais vantajosa. A decisão será baseada nos critérios de avaliação de preço e qualidade.

Caso seja constatada a ocorrência de qualquer prática ilegal ou corrupta em relação ao prêmio ou ao processo de licitação, a IDH rejeitará a proposta.

### Perguntas

Perguntas referentes à concessão ou do TdR poderão ser enviadas até 05 de março de 2024, às 23h GMT -3, por e-mail para [cardoso@idhtrade.org](mailto:cardoso@idhtrade.org) e [schmidt@idhtrade.org](mailto:schmidt@idhtrade.org). Com o texto expresso: "Perguntas sobre licitação "Implementação de Centros de Atendimento ao Produtor (CAP) na região



do Sertão do Pajeú - PE". ("Perguntas sobre licitação "Implementação de Centros de Atendimento ao Produtor (CAP) na região do Sertão do Pajeú - PE".)

As perguntas devem ser enviadas por e-mail, em inglês ou português.

As perguntas serão agrupadas, anonimizadas e combinadas em um comunicado informativo. As respostas serão fornecidas em inglês e português (prevalecendo o idioma inglês, em caso de discrepâncias). Esse aviso será enviado a todas as partes interessadas em resposta ao e-mail sob o qual as perguntas foram enviadas.

A parte interessada é responsável pelo envio oportuno e preciso das perguntas. Caso a IDH considere que as perguntas não foram recebidas pela IDH até o prazo especificado, o provedor de serviços deverá demonstrar que as perguntas foram enviadas em tempo hábil.

## **5. Requisitos da proposta**

A IDH solicita que os prestadores de serviços enviem uma proposta com no máximo 5 páginas (sem considerar biografias da empresa, currículos, amostras de trabalho e referências). A proposta deve ser enviada em uma versão do MS Word ou PowerPoint, juntamente com uma versão em PDF, para facilitar a cópia e a colagem do conteúdo necessário durante a avaliação.

A proposta deve incluir, no mínimo:

### Índice:

- a. Uma abordagem breve e bem documentada, considerando os requisitos estabelecidos nestes TdR. Solicitamos que a estrutura da proposta corresponda o máximo possível aos critérios de seleção
- b. Um máximo de três referências de clientes e uma amostra de trabalhos anteriores relevantes para os resultados definidos neste TdR
- c. Uma visão geral da equipe do projeto, incluindo os currículos dos membros da equipe do projeto
- d. Estimativa de custo apresentada em reais e euros (excluindo o IVA), mostrando um detalhamento de dias/taxas por membro da equipe do projeto
- e. Descrição da abordagem de Proteção<sup>1</sup> (a empresa de consultoria atualmente possui uma política de Proteção em vigor e, caso não possua, será capaz de atender a essa solicitação e se compromete a observar e implementar a política de Proteção da IDH (que pode ser encontrada [aqui](#)); medidas (a serem) tomadas para identificar riscos em relação à Proteção no projeto em questão e descrição da abordagem para mitigar esses riscos de Proteção (se houver)
- f. Propostas devem atender ao valor máximo de EUR 50.0000 (aprox. R\$ 260.0000)

### Administrativo

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<sup>1</sup> A abordagem de proteção da IDH implica que todas as medidas razoáveis sejam tomadas para identificar e minimizar o risco de danos causados por exploração sexual, abuso, assédio ("Danos") a crianças e adultos vulneráveis decorrentes do contato com nossa equipe, parceiros ou nosso trabalho. Além disso, proteção significa proteger nossa própria equipe contra tais danos. Para obter mais informações, consulte a Política de Proteção da IDH [aqui](#).



- g. Formulário de solicitação de informações detalhadas preenchido (Anexo 2)
- h. Cópia das contas financeiras mais recentes (auditadas)
- i. Declaração de aceitação da minuta do acordo (Anexo 4)

A proposta deve ser enviada para Grazielle Cardoso através do e-mail [cardoso@idhtrade.org](mailto:cardoso@idhtrade.org) e Alex Schmidt através do e-mail [schmidt@idhtrade.org](mailto:schmidt@idhtrade.org) até **15 de março de 2024 às 23h (horário de Brasília)**.

## **6. Verificação e ponderação**

A atribuição será concedida ao proponente com a proposta de melhor qualidade e economicamente mais vantajosa. A proposta mais vantajosa do ponto de vista econômico será determinada com base nos critérios de avaliação de preço e qualidade.

### Motivos para exclusão

1. Os proponentes poderão ser excluídos da participação neste processo de licitação caso:
  - a) se encontrem em falência ou em processo de liquidação, tiverem seus negócios sob administração judicial, tiverem entrado em acordo com os credores, tiverem suspenso suas atividades comerciais, estiverem sujeitos a procedimentos relativos a essas questões ou estiverem sujeitos a qualquer situação análoga decorrente de um procedimento similar previsto na legislação ou regulamentação nacional;
  - b) ou caso pessoas com poderes de representação, tomada de decisões ou controle sobre eles tenham sido condenados por um delito relacionados à sua conduta profissional por uma decisão judicial tenha força de trânsito em julgado;
  - c) tenham sido consideradas culpadas por má conduta profissional grave comprovada por qualquer meio que a IDH possa justificar;
  - d) tenham deixado de cumprir quaisquer obrigações relativas ao pagamento de contribuições para a seguridade social ou ao pagamento de impostos de acordo com as disposições legais do país em que estão estabelecidos, ou com aquelas em vigor nos Países Baixos ou no país em que o contrato será executado;
  - e) ou pessoas com poderes de representação, tomada de decisões de controle sobre eles tenham sido objeto de sentença com força de trânsito em julgado por fraude, corrupção, envolvimento em uma organização criminosa, lavagem de dinheiro ou qualquer outra atividade ilegal.

**Os proponentes devem confirmar por escrito que não se encontram inseridos em nenhuma das situações descritas acima.**

2. Os proponentes não devem se envolver em trabalho infantil ou trabalho forçado e/ou práticas de discriminação e devem respeitar o direito à liberdade de associação e o direito de se organizar e participar de negociações coletivas, de acordo com as convenções fundamentais da Organização Internacional do Trabalho (OIT).

### Critérios mínimos:





Os proponentes ou as propostas que não atenderem aos critérios mínimos serão excluídos do procedimento de licitação e não serão avaliados em função outros critérios.

- 1 Mínimo de 5 anos de experiência relacionada à implementação e gestão de serviços de assistência técnica rural, preferencialmente na região Nordeste do Brasil.
- 2 Equipe de campo com experiência comprovada em assistência técnica de apoio a agricultores, preferencialmente com mão de obra local.
- 3 Disponibilização de instalações completas de apoio (móveis, equipamentos, veículos, etc.) para que a equipe possa realizar suas atividades no escritório do CAP e remotamente nas fazendas (assistência técnica itinerante).

#### Pontuação e ponderação

Os critérios de avaliação são comparados e ponderados de acordo com o procedimento abaixo. A seguir, há uma descrição geral da metodologia de pontuação e uma explicação de como o proponente pode demonstrar conformidade com os requisitos.

#### *Etapa 1 - Critério de Qualidade*

Serão atribuídas notas de avaliação para cada um dos componentes. O comitê de avaliação atribuirá notas por unanimidade a cada componente.

A proposta será avaliada com base nos seguintes critérios de seleção:

Componente	Critério	Pontuação Máxima
1	<b>Proposta geral</b> A proposta deve atender aos requisitos estabelecidos na Seção 3 acima e em todo este documento O provedor de serviços é capaz de fornecer os serviços necessários? O prestador de serviços poderá fornecer uma solução abrangente?	5
2	<b>Histórico</b> Até que ponto o prestador de serviços apresenta o nível de especialização e conhecimentos necessários para atender às exigências, tanto no âmbito dos membros da equipe quanto da empresa.  Até que ponto os prestadores de serviços fornecem uma descrição clara da equipe do projeto, a experiência relevante (realização de projetos semelhantes) dos membros da equipe e a alocação de tempo por membro da equipe.  Experiência relevante no setor filantrópico e sobre a região será uma vantagem. Será analisada a experiência em assistência técnica para agricultura familiar, regulamentação ambiental e regularização fundiária no estado do Pernambuco.	5





O comitê de avaliação pontuará unanimemente cada componente, atribuindo notas de 1 à pontuação máxima, sendo que a pontuação máxima representa um desempenho perfeito no componente e 1 representa um desempenho extremamente fraco no respectivo componente.

#### *Etapa 2 - Critérios de preço*

Os proponentes devem apresentar um preço combinado em euros (excluindo o imposto sobre serviços) e em reais (BRL). Esse preço deve ser dividido por honorários e número de horas dos membros da equipe. Todas as despesas, incluindo infraestrutura (móveis, equipamentos, veículos, etc.) e despesas de viagem, devem ser incluídas na cotação.

O critério de avaliação é "o melhor preço para o nível de qualidade proposto" com uma pontuação máxima de 5.

#### *Etapa 3 - Ponderação*

A pontuação final será composta por 70% de Qualidade e 30% de Preço.

Se as pontuações dos proponentes forem iguais, a priorização será baseada nas pontuações totais atribuídas à Qualidade. O trabalho será concedido ao proponente que tiver recebido a maior pontuação em Qualidade. Se a avaliação do Critério de Qualidade não levar a uma conclusão bem-sucedida, a pontuação do componente "Proposta geral" será decisiva. Se isso não levar a um resultado positivo, a classificação será determinada pelo sorteio de lotes.

#### *Etapa 4 - Prêmio*

Tão logo a IDH tenha decidido a qual proponente deseja conceder a contratação, será enviada uma notificação por escrito a todos os proponentes que participaram do processo de licitação.

O proponente será contratado mediante uma carta de cessão, seguindo o modelo da IDH.

### **7. Comunicação e Confidencialidade**

O Prestador de Serviços deverá garantir que todas as suas interações com a IDH em relação à proposta durante o processo licitatório sejam feitas exclusivamente por escrito, por e-mail endereçado a Grazielle Cardoso no endereço [cardoso@idhtrade.org](mailto:cardoso@idhtrade.org). Portanto, para evitar qualquer forma de discriminação contra outros Prestadores de Serviço e para garantir a diligência do procedimento, é expressamente proibido ao Prestador de Serviço manter qualquer contato relativo ao processo de licitação com quaisquer outras pessoas da IDH que não a pessoa indicada na primeira frase deste parágrafo.

Documentos fornecidos por ou em nome da IDH serão tratados de forma confidencial. O prestador do Serviço também exigirá confidencialidade a todas as partes com as quais se relaciona. Qualquer violação do dever de confidencialidade por parte do Prestador de Serviços ou de seus terceiros dará à IDH motivos para excluir o prestador de Serviços, em a necessidade de qualquer aviso prévio por escrito ou verbal.

Todas as informações, documentos e outros dados solicitados ou fornecidos pelos Prestadores de Serviços serão tratados com o devido cuidado e confidencialidade pela IDH. Após avaliação pela IDH, as informações fornecidas serão arquivadas como confidenciais. As informações fornecidas não serão devolvidas ao prestador do serviço.

### **8. Isenção de responsabilidade**



A IDH se reserva o direito de atualizar, alterar, estender, adiar, retirar ou suspender o TdR, este procedimento de licitação ou qualquer decisão relacionada à seleção ou concessão de contrato. A IDH não se obriga, neste procedimento de licitação, a tomar qualquer decisão de adjudicação ou de concluir um contrato com um participante.

Os participantes do processo de licitação não poderão reivindicar qualquer compensação por parte da IDH, de quaisquer pessoas ou entidades associadas a ela, seja a que título for, caso ocorra qualquer uma das situações acima.

Ao enviar uma proposta, os licitantes aceitam todos os termos e condições estabelecidos neste TdR e as informações e documentação subsequentes neste processo de licitação.

Este Termo de Referência é divulgado nos idiomas inglês e português. Em caso de inconsistência entre as duas versões linguísticas, o texto em inglês dos Termos de Referência prevalecerá.

## **9. Anexos**

Anexo 1: Modelo de formulário de perguntas

Anexo 2: Termos e Condições Gerais da IDH

Anexo 3: Formulário de solicitação detalhado

Anexo 4: Minuta da Carta de Cessão

Anexo 5: Declaração de aceitação da minuta do contrato

## **Terms of Reference**

### **Implementation of the Farmer Service Center (CAP – Centro de Atendimento ao Produtor) in the Sertão do Pajeú region – Pernambuco/Brazil**

#### **1. Introduction**

Stichting IDH (IDH) seeks to transform markets through collaborative innovation, convening and investment in inclusive and sustainable solutions that enable businesses to create value for people and planet. To achieve this, IDH brings together coalitions of committed stakeholders from across global value chains towards joint visions and program agendas for sustainable trade.

IDH's international presence extends to multiple regions and landscapes, facilitated by a network of around 400 staff including experts who are embedded in key agricultural, manufacturing, apparel and commodity value chains. In 15 years of operation, IDH has mobilized private sector investment and support to test and innovate new business models designed to create better jobs, better incomes, a better environment, and gender equity for all.

Learn about our unique method of [convening, co-creating and co-financing](#).



Based on these Terms of Reference ("ToR"), IDH intends to select a consultant to **implement and manage the Farmer Service Center (CAP) in the Sertão do Pajeú region, in the state of Pernambuco, Brazil which will provide farmers in the region with technical assistance and support for environmental and land regularisation.** The center will be located in the municipality of Afogados da Ingazeira, Brazil.

## 2. Background

IDH aims to accelerate sustainability at scale through the development of impact coalitions with companies, NGOs, governments, trade unions, financial institutions and universities to drive the well-being of the public and society at large. In line with the values of IDH, the IDH Brazil Landscape approach is based on PPI strategy - which consists of the Production, Protection and Inclusion pillars that promote goals related to sustainable production, conservation and social inclusion shall contribute toward promoting, encouraging and implementing a sub-regional municipal model (PPI Compacts), which will contribute toward social and economic development in the region and toward building a strong connection between protecting natural resources and sustainable production activities in the region. This strategy in Brazil has started in 4 municipalities in Mato Grosso State, then in Balsas Region in Maranhão State, and recently in semi-arid region in- the Sertão do Pajeú region, Pernambuco, Brazil,

To support the PPI of Sertão do Pajeú in achieving its sustainable goals, IDH intends to set up a TA HUB for farmers called Support Center for Rural Producers– (CAP), with its head office in the municipality of Afogados da Ingazeira. The CAP will provide support by carrying out services such as: Technical Assistance for Agricultural Production Projects; Supporting farmers for Environmental Regularization and Supporting farmers for Land Regularization (more details in item 3 – Scope).

## 3. Assignment

### *Objectives*

The overall objective of this assignment is to set up and manage the Farmer Support Center (CAP) in the Sertão do Pajeú region, Pernambuco, by providing technical assistance and support on environmental and land regularisation for farmers in the region.

IDH is seeking a consulting firm that will provide the conditions, including infrastructure and equipment, to enable CAP to offer the services described in item 2 above. The CAP team is expected to carry out their activities at the office (including customer service) and at the properties (itinerant service).

### *Scope*

CAP will provide support by carrying out the following services:

#### I. Technical Assistance for Agricultural Production Projects

Support services and Specialised Technical Assistance focused on Production and Rural Extension:

- Socio-economic and environmental diagnosis of Production Units (rural property and farmer's family);
- Preparation of the "agricultural production project" that will be monitored by Technical Assistance, by way of **Technical Visits**;
- Training for farmers, through **Collective Activities** ;
- Guidance on the main public policies for family farmers;



- Guidance and advice on setting up associations and co-operatives for small family farmers;
- Guidance regarding the National Family Farming Register (CAF – Cadastro Nacional da Agricultura Familiar).

## II. Supporting farmers for Environmental Regularization

Analysis and sorting of documents related to the Rural Environmental Registry (CAR – Cadastro Ambiental Rural), including:

- Verification of the current situation;
- Qualification of the information contained in the CAR;
- Compliance of property documentation with the CAR;
- Compliance of rural property and owner documentation;
- Guidance on how to proceed after registering with the CAR, the issues involved, preventive measures, measures to maintain the property in accordance with environmental premises.

## III. Supporting farmers for Land Regularization

Analysis and sorting of documents related to this topic:

- Guidance on Georeferencing, Registration, Land Dismemberment and possibilities of subdivision of the area;
- Guidance for farmers on the documentation required for any stage of registration;
- Enabling the documentation of rural properties and their owners;
- Advising on the issues involved in land regularisation, how to proceed at each stage and what the benefits are.

In addition, the consultancy is expected to be responsible for:

- Selection and hiring of the CAP team

The CAP service team must include:

- 1 analyst responsible for technical assistance for production projects;
- 1 analyst responsible for supporting environmental and land regularization.

In order to carry out these activities, analysts providing technical assistance to the production project must either hold a technical degree or a degree in Agronomy or related areas.

The environmental analyst must have a degree either in Agronomy, Forestry or Environmental Engineering, or a Bachelor's degree in Geography or Biology, with solid knowledge of GIS tools, in-depth knowledge of Brazilian environmental legislation (forestry code), the legislation of the state of Pernambuco and experience in conducting environmental regularisation analyses.

The consulting firm must assign and manage analysts who meet the required professional profile and expertise for a period of 12 months.

- Coordination and management of CAP implementation

The consulting firm will liaise with the local institutions responsible for technical assistance and regularisation in the region as well as with IDH in order to determine the location for establishing the CAP (headquarters) and the area where the activities are to be carried out.



- Monitoring

The consulting firm must monitor the implementation and services provided by the CAP. This Information must be reported periodically to IDH.

*Deliverables*

The deliverables of this assignment will be:

Assignment deliverables	Deadline
Report A (Activities Apr/24 and May/24)	15/Jun/2024
Report B (Activities Jun/24 and Jul/24)	15/Aug/2024
Report C (Activities Aug/24 and Sep/24)	15/Oct/2024
Report D (Activities Oct/24 and Nov/24)	15/Dec/2024
Report E (Activities Dec/24 and Jan/24)	15/Feb/2024
Report F (Activities Feb/25 and Mar/25)	15/Apr/2025

Reports must be sent to IDH every two months. The report must include at least the following items:

- Coordination of CAP implementation
  - Description of activities during the period
- Management of CAP operating costs
  - Description of activities during the period
  - Description of costs for the period by item: coordination, management and team
- Hiring and monitoring the CAP team
  - Description of the team's activities during the period;
    - a. Number of families registered;
    - b. Number of technical visits made;
    - c. Number of projects developed;
    - d. Collective activities carried out;
    - e. Administrative support activities;
    - f. Number of services related to technical assistance for production projects;
    - g. Number of services related to environmental regularization - CAR;
    - h. Number of services related to land regularization – CAF
    - i. Number of family members referred to public policies - PAA, PNAE and PRONAF
- General information about farmers
  - Name of the farmer responsible for the property
  - Number of individuals living on the farm by gender;
  - Total area;
  - Production area;
  - Production per crop;
  - Yield per crop;



- Forest area (preservation, APP or Legal Reserve)
- Main agricultural activities;
- Income;
- Type of service provided (productive, environmental or land-use planning support);
- Projects and resources accessed by farmers;
- Gender
- Description of the main obstacles, bottlenecks and risk monitoring for the following months

#### 4. Selection Procedure

The selection procedure will be as follows:

5. Publishing the Terms of Reference and inviting service providers to submit a proposal.
6. Evaluation of proposals by the evaluation committee. The evaluation committee will review the proposals against the selection criteria published in this ToR in item 6 - **Testing and weighing**.
7. Decision on selection of the consultant.
8. Initial meeting with the selected consultant.

The schedule below indicates the deadlines for the bidding procedure:

Bidding process	Schedule
ToR published	29 Feb 2024
Question period closes*	05 Mar 2024
Deadline for submission of proposals**	15 Mar 2024
Selection of Consultant	29 Mar 2024
Beginning of services	22 Apr 2024

\* Questions received by IDH after this date will not be answered.

\*\* Proposals submitted after the deadline will be returned and will not be considered in the bidding process.

After the deadline for submitting a proposal has lapsed, the evaluation committee will review and assess the proposals.

The proposals will first be checked for completeness:

- The failure to provide any of the documents listed in Section 6 hereof may disqualify the bidder from participating in the bidding process. This will also be the case in case the minimum requirements indicated in these ToR are not met



- If the proposal is complete, the selection committee will then assess the proposal against the criteria mentioned in section 6.

The assignment will be awarded to the service provider with the most economically advantageous proposal. Decision will be based on the price and quality evaluation criteria.

Should any illegal or corrupt practice be found to have occurred in connection with the award or the bidding process, IDH will reject the proposal.

### Questions

Questions regarding the award or the ToR may be submitted by 05 March 2024 at 11pm GM3 -3, by e-mail to [cardoso@idhtrade.org](mailto:cardoso@idhtrade.org) and [schmidt@idhtrade.org](mailto:schmidt@idhtrade.org). With the express wording: "Questions on the bidding process "Implementation of Farmer Support Center (CAP) in the region of Sertão do Pajeú-PE". ("Perguntas sobre licitação "Implementação de Centros de Suporte ao Produtor (CAP) na região do Sertão do Pajeú - PE".)

Questions should be submitted by email, either in English or Portuguese.

The questions sent will be grouped, anonymized and combined in an information notice. Answers will be provided both in English and Portuguese (with the English language as prevailing, in case of discrepancies). This notice will be sent to all interested parties in response to the e-mail under which the questions were submitted.

Responsibility for timely and accurate submission of inquiries rests with the interested party. Should IDH consider that the questions were not received by IDH by the deadline specified, the service provider must demonstrate that the questions were timely submitted.

## **5. Proposal requirements**

IDH asks service providers to submit a proposal consisting of no more than 5 pages (not considering company biographies, CVs, work samples and references). The proposal should be submitted in an MS Word or PowerPoint version along with a PDF version to facilitate any copying and pasting of content required during the evaluation.

The proposal must include at least:

### Contents:

- j. A brief and well-documented approach considering the requirements set out in these ToR. We ask that the structure of the proposal matches the selection criteria as closely as possible
- k. A maximum of three references from clients and a sample of previous work relevant to the deliverables set out in these ToR
- l. An overview of the project team, including the CVs of the project team members
- m. Cost estimate submitted in Reais and Euros (excluding VAT) showing a breakdown of days/fees per project team member





- n. Description of the safeguarding approach<sup>2</sup> (does the consulting firm currently have a safeguarding policy in place and, in case it does not, will it be able to comply with such request and undertakes to observe and implement IDH's safeguarding policy (which can be found [here](#)); measures (to be) taken to identify risks in relation to safeguarding in the project at hand and description of the approach to mitigate these safeguarding risks (if any)
- o. Proposals must meet a maximum value of EUR 50,0000 (approx. R\$ 260,0000)

#### Administrative

- p. Detailed information request form completed (Annex 2)
- q. Copy of most recent financial accounts (audited)
- r. Declaration of acceptance of the draft agreement (Annex 4)

The proposal must be submitted to Grazielle Cardoso at [cardoso@idhtrade.org](mailto:cardoso@idhtrade.org) and Alex Schmidt at [schmidt@idhtrade.org](mailto:schmidt@idhtrade.org) by **15 March 2024 at 11pm (Brasilia time)**.

## **6. Testing and weighing**

The assignment will be awarded to the applicant with the most economically advantageous and better quality proposal. The most economically advantageous bid will be determined based on price and quality evaluation criteria.

#### Grounds for exclusion

- 3. Applicants may be excluded from participating in this bidding process if they:
  - f) have gone bankrupt or into liquidation, their business is under receivership, they have entered into an arrangement with their creditors, they have discontinued their business activities, they are subject to proceedings concerning such matters, or they are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - g) or persons with powers of representation, decision-making or control over them have been convicted of an offence relating to their professional conduct by a court decision that has the force of res judicata;
  - h) have been found guilty of gross professional misconduct proven by any means that IDH can justify;

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<sup>2</sup> IDH's safeguarding approach implies that all reasonable steps are taken to identify and minimize the risk of harm caused by sexual exploitation, abuse, harassment ("Harm") to children and vulnerable adults arising from contact with our staff, partners or our work. In addition, safeguarding means protecting our own staff from such harm. For more information, please refer to IDH's Safeguarding Policy [here](#).



- i) have failed to fulfil any obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established, or those in force in the Netherlands or the country where the contract is to be performed;
- j) or persons having powers of representation, taking control decisions over them have been the subject of a judgment having the force of res judicata for fraud, corruption, involvement in a criminal organization, money laundering or any other illegal activity.

**Applicants must confirm in writing that they are not found in any of the situations described above.**

- 4. Applicants must not engage in child labour or forced labour and/or practices of discrimination and must respect the right to freedom of association and the right to organise and engage in collective bargaining, in accordance with the fundamental conventions of the International Labour Organisation (ILO).

#### Minimum criteria

Applicants or proposals that fail to meet the minimum criteria will be excluded from the bidding process and will not be assessed against other criteria.

- 4 Minimum of 5 years of relevant experience in implementation and management of rural technical assistance services, preferably in the Northeast region of Brazil.
- 5 Field team with proven experience in technical assistance to support farmers, preferably local labor.
- 6 Providing complete support facilities (furniture, equipment, vehicles, etc.) so that the team can carry out their activities at the CAP office and remotely on the farms (itinerant technical assistance).

#### Scoring and weighing

The assessment criteria are compared and weighted according to the procedure below. The following is a general description of the scoring methodology and an explanation of how the applicant can demonstrate compliance with the requirements.

##### *Step 1 – Quality Criterion*

Evaluation scores will be awarded for each of the components. The evaluation committee will unanimously award marks to each component.

The proposal will be assessed based on the following selection criteria:



Component	Criterion	Max. Scoring
1 <b>Overall proposal</b>	The proposal has to meet the requirements set out in Section 3 above and throughout this document. Is the service provider able to provide the services required? Will the service provider be able to provide a comprehensive solution?	5
2 <b>Track Record</b>	The extent to which the service provider presents the necessary level of expertise and knowledge to meet the requirements, both at team member and company level.  The extent to which service providers provide a clear description of the project team, relevant experience (delivery of similar projects) of team members and time allocation per team member.  Relevant experience in the non-profit sector and in the region is an advantage. Experience in technical assistance for family farming, environmental regulation and land regularisation in the state of Pernambuco do Norte will be analysed.	5

The evaluation committee will unanimously score each component by assigning marks from 1 to the maximum score, with the maximum score representing a perfect performance on the component and 1 representing an extremely poor performance on the respective component.

#### *Step 2 - Price Criteria*

Bidders must submit a combined price in Euros (excluding service tax) and Brazilian Reais (BRL). This should be broken down by team member rate and hours. All expenses, including infrastructure (furniture, equipment, vehicles, etc.) and travelling expenses, must be included in the quotation.

The evaluation criterion is "the best price for the level of quality proposed" with a maximum score of 5.

#### *Step 3 - Weighing*

The final score will be Weighed 70% on Quality and 30% on Price.

If the applicants' scores are equal, prioritisation will be based on the total scores awarded for Quality. The task will be awarded to the applicant who received the highest score for Quality. If the evaluation of the Quality Criterion fails to lead to a successful conclusion, the score for the "Overall proposal" component will be decisive. If this does not lead to a successful outcome, the ranking will be determined by the drawing of lots.

#### *Step 4 - Award*

Once IDH has decided which applicant it wishes to award the assignment to, a written notification will be sent to all applicants participating in the bidding process.

The applicant will be contracted by means of a letter of assignment, following the IDH template.



## **7. Communication and Confidentiality**

The Service Provider will ensure that all its interactions with IDH regarding the bid during the bidding process are exclusively in writing, by e-mail to Grazielle Cardoso at [cardoso@idhtrade.org](mailto:cardoso@idhtrade.org). Therefore, in order to avoid any discrimination against other Service Providers and to ensure the diligence of the procedure, it is expressly forbidden for the Service Provider to have any contact regarding the bidding process with any other persons of IDH other than the person indicated in the first sentence of this paragraph.

Documents provided by or on behalf of IDH will be treated confidentially. The service provider will also impose a duty of confidentiality on all parties with whom it engages. Any breach of the duty of confidentiality by the Service Provider or its third-party contractors will give IDH grounds for excluding the Service Provider, without the need for any prior written or verbal warning.

All information, documents and other data requested or provided by the Service providers will be treated with due care and confidentiality by IDH. The information provided will, after evaluation by IDH, be filed as confidential. The information provided will not be returned to the service provider.

## **8. Disclaimer**

IDH reserves the right to update, amend, extend, postpone, withdraw or suspend the ToR, this bidding procedure or any decision relating to the selection or award of the agreement. IDH is not under any obligation in this bidding procedure to take any award decision or to conclude an agreement with a participant.

Those participating in the bidding process may not claim any compensation from IDH, any persons or entities associated with it, in any capacity whatsoever, should any of the above situations arise.

By submitting a proposal, bidders accept all the terms and conditions set out in this ToR, and subsequent information and documentation in this bidding process.

These Terms of Reference are published in English and Portuguese. In the event of inconsistency between the two language versions, the English text of the Terms of Reference will prevail.

## **9. Annexes**

Annex 1: Template Question Form

Annex 2: IDH General Terms and Conditions

Annex 3: Detailed request form

Annex 4: Draft of the Letter of Assignment

Annex 5: Statement of acceptance of the draft agreement

No.	Section and page no. to which the question refers	Quote of the text to which the question refers	Question



**STICHTING IDH**  
**GENERAL TERMS AND CONDITIONS**  
**for services**

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*These General Terms & Conditions for services of Stichting IDH (“IDH”) state the rights and obligations of both the contracting party and IDH regarding their cooperation in general. Specific rights and obligations are agreed to in a separate agreement between the contracting party and IDH.*

**I. GENERAL CONDITIONS**

**1. DEFINITIONS**

1.1. In these General Terms and Conditions of Stichting IDH, the following definitions apply:

“IDH”: Stichting IDH, a foundation under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 53521129, having its registered office and its place of business at Arthur van Schendelstraat 500 (3511 MH) Utrecht, the Netherlands.

“Contracting Party”: The party (or parties) that has/ have been awarded an assignment by IDH for providing services.

“Party” / “Parties”: IDH and the Contracting Party individually and collectively.

“Affiliates”: affiliates and/or subsidiaries (groeps- en/of dochtervennootschappen) within the definition of section 2:24 a and b of the Dutch Civil Code (Burgerlijk Wetboek);

“IDH General Terms and Conditions for services”: The terms & conditions in this document.

“Letter of Assignment”: the specific agreement (and all amendments thereto) between IDH and the Contracting Party in which IDH and the Contracting Party agree that the Contracting Party will provide services for IDH (under section 7:400 of the Dutch Civil Code (‘overeenkomst van opdracht’).

“Entire Agreement”: The IDH General Terms and Conditions for services and the Letter of Assignment together, as well as any annexes or other documents and terms and conditions which are applicable to the relationship between IDH and the Contracting Party (‘Additional Conditions’) and to which the Letter of Assignment expressly refers.

“Services”: The services to be performed by the Contracting Party pursuant to the Letter of Assignment.

**2. APPLICABILITY OF THE IDH GENERAL TERMS AND CONDITIONS FOR SERVICES**

2.1 The IDH General Terms and Conditions for services apply to the Entire Agreement between the Contracting Party and IDH. The applicability of any of the Contracting Party’s conditions or other conditions is expressly excluded.

2.2 IDH has the right to change or add to the IDH General Terms and Conditions for services. IDH will notify the Contracting Party of any changes and/or additions before they take effect.

2.3 In case of inconsistencies between the General Terms & Conditions and the Letter of Assignment, the Letter of Assignment will prevail over the General Terms & Conditions.

### **3. LIMITATION OF LIABILITY**

3.1 IDH cannot be held liable for damages, losses and/or personal injury suffered by the Contracting Party and/or any third party resulting from the execution of the Entire Agreement, including any infringement of intellectual property rights. In addition, either Party's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions or damage ensuing from claims by third parties - whether based on contract, tort or otherwise - shall be excluded. The limitations of liability mentioned in this clause, or elsewhere in the Entire Agreement, shall not apply if and insofar as the damage or injury is the result of the willful intent or deliberate recklessness by the Parties or their executives.

### **4. INDEPENDENCE**

4.1 The Contracting Party is not a legal signatory for IDH and does therefore not have the mandate to sign any contracts or other legally binding documentation on behalf of IDH.

4.2 The Entire Agreement does not, in any way, constitute an employment agreement between the Contracting Party and IDH. Therefore the Contracting Party shall be fully responsible for the payment of all taxes, social security and other costs and obligations. IDH cannot be held liable for any financial claims in this respect.

### **5. FRAUD AND CORRUPTION**

5.1 The Parties are aware of the IDH Code of Conduct (which can be found [here](#), or via the 'Our policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>). The IDH Code of Conduct provides the ethical framework in which IDH and any party contracted by IDH must operate. It provides an overview of the values, commitments, responsibilities and integrity that IDH stands for. IDH expects its business partners to apply similar standards of conduct when providing services for IDH.

5.2 The Parties will not offer to third parties or seek or accept from third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which would be deemed corrupt or illegal.

5.3 The Parties will refrain from providing any form of support to activities that have the goal of undermining the political independence of a state, or unlawfully overthrowing a lawful government. The 'lawfulness' (or unlawfulness) referred to in this clause is not solely defined by the opinions or views of the government in

question, but is also defined by international standards and/or international law.

5.4 IDH partners and persons associated with IDH projects who become aware or suspect the existence of fraud, corruption or bribery shall bring it to the attention of IDH.

### **6. CONFLICT OF INTEREST**

6.1 The Contracting Party and/ or any subcontracted third party will inform IDH in writing without delay in the event there are any (potential) conflicts of interest relating to the activities under the Entire Agreement. Such party shall immediately take all necessary steps to resolve the (potential) conflict of interest. IDH reserves the right to verify whether the measures taken are appropriate and may require additional measures to be taken if necessary.

6.2 For the avoidance of doubt, a (potential) conflict of interest shall include all activities that would lead to and partial and/ or non- objective performance of the Entire Agreement.

### **7. DATA AND PRIVACY**

7.1 The privacy statement for business partners and consultants can be found [here](#) or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>.

### **8. PROCESSING OF PERSONAL DATA**

8.1 With regards to the processing of personal data under the Agreement, within the meaning of Article 4 (2) of the General Data Protection Regulation ("GDPR"), both Parties are deemed to be controller within the meaning of Article 4 (7) GDPR.

8.2 Parties shall:

- a. process personal data in accordance with applicable laws and regulations regarding the processing of personal data, including but not limited to the GDPR;
- b. provide each other reasonable cooperation and assistance, for example with respect to the handling of requests of data subjects and the performance of data protection impact assessments, to ensure that each Party complies with applicable laws and regulations.

8.3 The Contracting Party shall:

- a. only process personal data of data subjects in order to comply with its obligations under the Agreement and not for any other purposes;



- b. limit the provision of personal data to IDH to what is strictly necessary to fulfill its obligations under the Agreement;
- c. inform the data subject with respect to the processing of personal data by both Parties in accordance with the GDPR. Upon request IDH shall provide relevant information for the provision of such information;

8.4 Upon detection of a personal data breach as defined under article 4 of the GDPR ("Data Breach") with respect to the Personal Data, the Contracting Party shall promptly notify IDH of said Data Breach, and shall ensure that the Data Breach is handled and data subjects and/or supervisory authorities are notified in accordance with the GDPR.

8.5 The Contracting Party shall fully indemnify and hold IDH harmless from and against any and all damages, loss, costs, fines from regulatory or supervisory authorities, charges, expenses, legal fees and disbursements and any other liabilities suffered as a result of or in connection with the processing of personal data and any breach of this Agreement by [Consultant/ the Contracting Party] or its employees or other representatives.

## 9. ICSR

9.1 The Contracting Party aims to cooperate in the Program in a manner that is compatible with the *ICSR Policy* of IDH, which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage:  
<https://www.idhsustainabletrade.com/policies>.

## 10. COMPETITION COMPLIANCE

10.1 The Contracting Party specifically acknowledges that IDH works in compliance with competition laws and principles as set out in IDH's *Competition Compliance Policy*, (which can be found [here](#), or via the 'Our policies' tab on the 'About' webpage:  
<https://www.idhsustainabletrade.com/policies>) IDH and the Contracting Party, individually and collectively, shall not engage in any behavior that restricts competition. IDH and the Contracting Party are free to enter into any agreements with third parties.

## 11. SAFEGUARDING

11.1 The Parties are aware of the IDH Safeguarding Policy (which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage:  
<https://www.idhsustainabletrade.com/policies>).

11.2 The Parties have a zero-tolerance approach towards any form of sexual exploitation, abuse and harassment. The Contracting Party will comply with IDH's Safeguarding Policy and shall take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the execution of the Entire Agreement by both its employees and any third party subcontracted in relation to the execution of activities under the Entire Agreement.

11.3 The Contracting Party shall immediately report to IDH any breach of the Safeguarding Policy and credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to the Entire Agreement. The Contracting Party will assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. The Contracting Party can use the reporting mechanisms described in articles 12.1 and 12.2 below.

11.4 The Contracting Party shall also report any credible suspicions of, or actual incidents that are not directly related to the Entire Agreement but could be of significant impact to IDH's reputation or partnerships with its donors. The Contracting Party can use the reporting mechanisms described in articles 12.1 and 12.2 below.

11.5 The Parties will fully co-operate with investigations into such incidents.

11.6 If the Contracting Party fails to comply with the IDH Safeguarding Policy or commits a breach of any of the terms included in article 11 IDH has the right to immediately terminate the Entire Agreement without the risk of incurring liability for damages or compensation.

## 12. SPEAKUP

12.1 IDH is committed to conducting its work with honesty, dignity, fairness and with respect for each other and the law. The Contracting Party is encouraged to report to IDH any (suspected) violation by the Contracting Party's staff, IDH's staff or third parties of IDH's values and principles included in IDH's Code of Conduct, other IDH policies or laws or regulations that has occurred or may occur in relation to the Entire Agreement. The Contracting Party can report this directly to its contact person at IDH, to IDH's Executive Board or by using IDH's SpeakUp line.

12.2 IDH's SpeakUp line can be accessed online or by phone. Click [here](#) for a list of free phone numbers in each country or to report online. For more information, please refer to the SpeakUp policy (which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>).

12.3 The Contracting Party shall promote the IDH SpeakUp line with its employees and any third party related to the execution of activities under the Entire Agreement, as well as the individuals and communities directly affected by the activities under the Entire Agreement. The Contracting Party shall use the communications materials provided by IDH (which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>).

## **II. PERFORMANCE OF THE SERVICES**

### **13. RESPONSIBILITIES OF THE CONTRACTING PARTY**

13.1 The Contracting Party is responsible for execution, coordination and results of the Services, as well as reporting on the Services to IDH, as agreed between the Parties in the Letter of Assignment. The Contracting Party must do so with the necessary care and transparency, and in accordance with the terms and conditions of the Entire Agreement.

13.2 The Parties agree to define "**satisfactory completion of the Services**" under the Letter of Assignment as the Contracting Party providing IDH with the deliverables described in the proposal attached to the Letter of Assignment and approval of these deliverables by IDH in writing (e-mail included). If satisfactory completion of the Services is not (fully) achieved, IDH shall have the right to adjust future payment, terminate payment and/or demand repayment of any payment, proportionate to the budget of the uncompleted (part of) the assignment.

### **14. DELAYS, UNFORSEEN CIRCUMSTANCES, CHANGES TO THE SERVICES**

14.1 The Parties are obliged to promptly inform each other and consult with each other regarding any (suspected) changes in circumstances or irregularities that may affect the performance of the Services, and/or affect compliance with the Entire Agreement. Such notifications should include the financial interests involved (if applicable) as well as mitigating measures taken.

### **15. COMPLIANCE WITH LOCAL LAWS**

14.1 In the performance of the Services, the Contracting Party must comply with all applicable laws and respect internationally recognized human rights, multilateral environmental agreements and internationally agreed core labor standards.

15.2 In the event of conflict between applicable laws and internationally recognized human rights, multilateral environmental agreements and/or internationally agreed core labor standards, the Contracting Party shall seek ways to respect the principles of internationally recognized human rights, multilateral environmental agreements and/or internationally agreed core labor standards to the greatest extent possible given the circumstances.

15.3 In case a breach of article 15.1 occurs or such actual or potential conflict, as referred to in article 15.2, arises under the Entire Agreement, the Contracting Party shall immediately inform IDH in writing of the breach or of the actual or potential conflict and must request IDH's approval prior to continuing the performance of Services.

### **16. THIRD PARTY COMPLIANCE**

16.1 The Contracting Party will not assign the Entire Agreement or transfer any right or obligation thereunder to an Affiliate or any third party without the prior written consent of IDH.

16.2 The Contracting Party will ensure that any and all of the terms and conditions in the Entire Agreement shall be incorporated in equivalent contract terms in any sub-contract between the Contracting Party and a third party related to the execution of activities by the Contracting Party under the Entire Agreement. Any engagement of the Contracting Party with third parties in relation to the Letter of Assignment must be in writing and will not relieve the Contracting Party of its responsibility for the third parties' performance.

### **17. INSURANCES**

17.1 The Contracting Party is responsible for their own insurances, social premiums, income tax and any other levies related to the Project regarding their performance of the activities related to their roles and responsibilities under the Entire Agreement.

### **18. GOOD ADMINISTRATION**

18.1 In order to provide proof that the activities under the scope of the Services have indeed been executed as agreed to between IDH and the Contracting Party in the Letter of Assignment, as well as for the purpose of good governance in general, the Contracting Party is required to have and maintain a proper and transparent (financial) administration and management.

### **19. RIGHT TO AN ADDITIONAL AUDIT**

19.1 IDH, or any third party nominated by IDH, shall have the right to carry out audits of the Contracting Party's and/or subcontracted third parties' records to verify compliance with the provisions of the Entire Agreement, as may be relevant. IDH shall further be entitled to carry out audits of the Contracting Party's and/or subcontracted third parties' books and records insofar as they relate to the Services under the Entire Agreement and the manner in which the Services have been performed by the Contracting Party. In this respect, IDH, or any third party nominated by IDH, shall have access to all records, including systems and computers where information is stored electronically, and to all other material and records related to the performance of the Entire Agreement. Such information will be treated as confidential and will be used exclusively for auditing. Information once verified will not be used for any other purpose without the prior written consent of the party to whom it relates. Any extra costs related to an additional audit referred to in this clause shall be agreed to between the Parties in writing.

19.2 The Contracting Party shall maintain the material and records referred to in clause 17.1 until expiry of a period of two (2) years from the date of termination of the Entire Agreement or for the length of time required under the applicable law, whichever is longer.

## **III. FINANCIAL CONDITIONS**

### **20. FUNDING BY IDH**

20.1 IDH reserves the right to adjust any future installments due to the Contracting Party, or to (proportionally) reassign or reclaim any amount already transferred to the Contracting Party, in the event that the Contracting Party, without the prior written consent of IDH, does not fulfil, or not fulfil on time, its obligations under the Entire Agreement.

### **21. EXCHANGE RATES**

21.2 For all payments made by IDH to the Contracting Party under the scope of the Letter of Assignment, the exchange rate of the day of receipt by the Contracting Party of the IDH's contribution(s) is applicable.

### **22. TRANSFER OF FUNDS & PAYMENT CONDITIONS**

22.1 Payment requests sent to IDH by the Contracting Party must contain the total amount to be transferred and a reference to the IDH contract number (in Letter of Assignment) that the payment relates to. Payment will be made by IDH within 45 days after receiving a payment request, provided such is in accordance with the terms and conditions in the Entire Agreement.

22.2 IDH is an organization that is dependent on funding from multiple donors and subject to various levels of (government) approvals for payments. IDH will use its best efforts to transfer the payment to the Contracting Party on time in accordance with the Entire Agreement. However, a late payment by IDH, notwithstanding IDH's best efforts, that is later than 45 days but no more than 60 days later than the date of the payment request, will not be considered a breach of the Entire Agreement. For payments received later than 60 days, the Contracting Party has the right to adapt the planning of the Services to ensure, to the extent possible, uninterrupted delivery of the deliverables agreed to in the Letter of Assignment. The Contracting Party must notify IDH of the adapted planning as soon as possible.

## **IV. CONFIDENTIALITY**

### **23. CONFIDENTIALITY**

23.1 It is understood and agreed to that certain information may be provided to the Contracting Party by IDH and/or any other parties, in the context of this assignment, that is and must be kept confidential. Both during the term of this Agreement and after the termination thereof, for whatever reason, the Contracting Party or its substitute shall refrain from disclosing, in any way whatsoever and to any other party, any information of a confidential nature regarding IDH's activities which has come to the Contracting Party's or its substitute's attention in the course of performing the Services under this Agreement and whose confidential nature is clear or should reasonably be clear. This obligation shall apply, by way of example and without limitation, to any technical, financial and other information, the names of partners, proposed transactions, computer software, computer systems and databases, patent and/or trade secret laws.

## **V. INTELLECTUAL PROPERTY**

### **24. INTELLECTUAL PROPERTY**

24.1 If IDH's donors, or the governments they may relate to, request use of reports, documentation, studies, publications, logo's or other material that is Arising Intellectual Property belonging (jointly) to IDH or free to use by IDH, IDH is free to share such information with the donor freely and without the consent of the Contracting Party.

24.2 Nothing contained in this Entire Agreement shall affect the absolute and unfettered rights of each Party in all materials, inventions, discoveries and intellectual property owned or controlled by that Party independently of the subject matter of

the Entire Agreement (the “**Background Intellectual Property**”).

24.3 Each Party (the “**Indemnifying Party**”) will indemnify and hold the other Party (the “**Indemnified Party**”) harmless from claims of third parties as a consequence of infringement of intellectual property rights of said third party, provided that the Indemnified Party informs the Indemnifying Party immediately in writing of the existence and content of the alleged right to claim. The aforementioned obligation to indemnify and hold harmless lapses if and insofar as the concerned infringement is related to modifications in the intellectual property rights made by the Indemnified Parties, or by third parties mandated by the Indemnified Party.

## **VI. TERM & TERMINATION**

### **25. TERM**

25.1 The Entire Agreement takes effect on the starting date agreed to between the Parties in the Letter of Assignment. The Entire Agreement ends on the end date agreed to between the Parties in the Letter of Assignment or if the Entire Agreement is terminated in accordance with the terms and conditions in the Entire Agreement. If the end date agreed to in the Letter of Assignment is exceeded yet the obligations of the Contracting Party have not been met, the Entire Agreement will remain in effect until all obligations have been met by the Contracting Party or the Entire Agreement is terminated, whichever is earlier.

### **26. AMENDMENT & TERMINATION**

26.1 The terms and conditions of the Letter of Assignment can be amended only if the Parties agree to such amendment in writing.

26.2 IDH is an organization that is dependent on funding from multiple donors. In the event that IDH's donors terminate or materially change their funding of IDH, IDH and the Contracting Party individually and collectively have the right to terminate the Entire Agreement with immediate effect and without the risk of incurring liability for damages or compensation.

26.3 Either Party to the Agreement may terminate the Agreement immediately without the risk of incurring liability for damages or compensation, in the event that:

- a. the other Party fails to remedy any breach of its obligations under the Agreement within 30 days of written notification requiring it to do so;
- b. suspected fraud, or other illegitimate circumstances exist to such an extent that IDH considers the Contracting Party to be at fault or grossly negligent and further continuation of the Services is not possible

- or of too much risk. Written notice of termination shall be provided in this case, stating the applicable circumstances;
- c. the other Party files a petition for bankruptcy or is declared bankrupt; or has a liquidator, receiver, trustee or administrator appointed to it; or becomes insolvent; or admits its inability to pay its debts as they fall due.

26.4 A late payment by IDH, notwithstanding IDH's best efforts, that is no more than 60 days later than the date of the payment request, will not be considered a breach of the Agreement.

## **VII. APPLICABLE LAW & DISPUTE RESOLUTION**

### **27. APPLICABLE LAW**

27.1 The Entire Agreement is governed by the laws of the Netherlands.

### **28. DISPUTE RESOLUTION**

28.1 Any dispute arising from or in connection with this Agreement which cannot be resolved amicably shall be submitted exclusively to the district court in Utrecht, the Netherlands, and each Party to this Agreement hereby submits irrevocably to the jurisdiction of such court.



# Detail Request Form

## LETTER OF ASSIGNMENT

IDH kindly requests that you complete the fields in this form so IDH has the details needed to create an accurate and complete contract. There is space below for additional information if needed.

The contents of this form will not be released to third parties without prior written notice and approval.

Please attach copies of the items listed below, as well as any other additional documentation that is necessary or requested:

- Chamber of Commerce Extract (or equivalent)
- Any other additional documentation that is necessary or requested.

### 1. Consultant Details

Company Name: <sup>i</sup>

Name of Consultant: <sup>i</sup>

Form and Country of Legal Incorporation: <sup>i</sup>

Registration Number: <sup>i</sup>

Name of Registration Authority: <sup>i</sup>

Registered Address: <sup>i</sup>

Name of Legal Signatory: <sup>i</sup>

### 2. Bank Details

Bank Name:

Country:

Account Name:

Account Number:

Routing / ABA Number:

SWIFT Code:

### 3. Additional Information

### Contracting process

After your contact person at IDH has received the details requested in this form, the contract will be drafted and send to you in PDF for a review. If there are any comments from your side, please inform your contact person at IDH. Once your contact person has received your approval, the draft version of the contract will be finalized. The contract will be signed and sent to you via Docusign for your signature. Once both parties have signed the contract, the signed version will be shared with you in PDF.

**[THIS DOCUMENT IS A DRAFT CONTRACT PROVIDED FOR THE PURPOSE OF REVIEW AND IS PENDING REVIEW AND APPROVAL BY THE IDH LEGAL TEAM. AS SUCH, ALL INFORMATION HEREIN IS SUBJECT TO CHANGE AND DOES NOT BIND IDH IN ANY WAY.]**

## LETTER OF ASSIGNMENT ("AGREEMENT")

THE PARTIES:

**Stichting IDH**, a foundation under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 53521129, having its registered office and its place of business at Arthur van Schendelstraat 500, (3511 MH) Utrecht, the Netherlands, in this matter duly represented by **[Mr./ Mrs. name representative]**, hereinafter referred to as "**IDH**", and;

**[Name Partner]**, a [form of legal incorporation] under the laws of [name country], registered with the [name National Registration Authority] under number [registration number], having its registered office and its place of business at [address], [name country], in this matter duly represented by Mr./Mrs. [name representative], hereinafter referred to as the "**Consultant**".

IDH and the Consultant also together referred to as the "**Parties**" and individually as "**Party**".

HEREBY AGREE AS FOLLOWS:

1. The IDH General Terms and Conditions for Services (attached hereto as Annex 1) (hereinafter referred to as the "**IDH General Terms and Conditions**") apply to this Agreement between IDH and the Consultant.
2. Unless otherwise specifically agreed to by the Parties, in the event of any conflict between the terms of this Agreement and its annexes, the following order or precedence will be applied: i) the terms of this Agreement; ii) the IDH General Terms and Conditions; iii) the Proposal; iv) other annexed documents, if relevant.

### Scope of Services

3. The Consultant will provide services to IDH with regard to **[insert generic type of services]** (the "**Services**"), in accordance with the proposal enclosed to this letter as Annex 2 (the "**Proposal**"), which includes the approved budget and planning, all of which are integral part of this Agreement. The Services shall consist of the following:

- I. example
- II. example
- III. example

This will result in the following deliverables:

- I. example
- II. example
- III. example

4. The Services by the Consultant will be completed before date.
5. The Consultant hereby agrees that the Services under this Agreement shall actually be performed by the following project team: insert name(s). Notwithstanding the individual(s)

assigned to the Services, the Consultant remains responsible and liable for the Services under this Agreement.

### Payment

6. For the satisfactory completion of the Services in compliance with the Proposal, the Consultant is entitled to a payment of EUR [amount] (including VAT and all applicable other taxes), based on consultancy fees calculated in the budget.
7. If IDH and the Consultant agree that additional time is needed to complete the Services, Parties will confirm their agreement to the amount of additional time needed in an addendum to this Agreement. The Parties agree that the rates used in calculating the cost of such agreed additional time spent by the Consultant on the Services will be in accordance with the rates set out in the Proposal.
8. The Consultant will invoice the amount due in two equal parts: the first invoice (which includes an advance payment for any expenses included in the Proposal) may be sent after signing of this Agreement, the second invoice can be sent after IDH's written approval of satisfactory completion of Services. The second invoice should include a settlement of the actual expenses made: in the event the Consultant spends less than the expenses budgeted in the Proposal, the actual costs shall be settled accordingly with the final invoice. The invoices shall make specific reference to the contract number [Salesforce number] and be sent by email to: 'invoice@idhtrade.org'.
9. Any expenses made within the scope of this assignment shall only be reimbursed against original receipts, to be provided to IDH by the Consultant together with the final invoice. Any additional expenses not contained in the Proposal must be approved by IDH in writing, prior to making the expenses.
10. All funds provided by IDH will be transferred and disbursed to the Consultant at the following bank account:

Bank Name:	Name bank + country
Account Name:	•
Account Number:	•
Routing/ABA Number:	•
SWIFT Code:	•

### Intellectual Property

11. The Consultant acknowledges that IDH is and maintains to be the owner of all intellectual property arising from the performance of this Agreement, including but not limited to copyrights, database rights, trademarks, patents and know how (the "**Arising Intellectual Property**").
12. Any Arising Intellectual Property vested in the Consultant is hereby transferred, assigned and delivered to IDH (in advance), including the right to publicly communicate about the Project. The aforementioned transfer, assignment and delivery is hereby accepted by the Consultant and IDH (in advance).

### Exclusivity

13. This is a non-exclusive Agreement and it preserves the right of each Party to work independently or with other persons or organisations on other programs or programs covering activities similar or identical to the subject of this Agreement anywhere in the world.
14. Nothing in this Agreement shall be construed as constituting the Parties as partners or as creating between such parties the relationships of employer and employee.



### Duration

15. The Agreement will be effective as from date and shall terminate automatically on date, unless extended by the Parties in writing.
16. Any Party may exit the Agreement before the end of the term of the Agreement, subject to 30 days written notice.
17. The rights and obligations of the Parties which by nature are meant to survive this termination, shall not terminate on this date.

SIGNATURE PAGE FOLLOWS

**SIGNED BY THE PARTIES FOR AGREEMENT:**

**For IDH**

-----  
Name:  
Position:  
Date: \_\_\_\_\_

**For the Consultant**

-----  
Name:  
Position:  
Date: \_\_\_\_\_

**Attached to and integral part of this Agreement are:**

- Annex 1: IDH General Terms and Conditions for Services
- Annex 2: insert name Proposal

### Statement of acceptance

By signing this statement of acceptance, the Applicant accepts the IDH General Terms and Conditions for Services as well as the provisions of the draft Letter of Assignment.

Name Applicant:

Name signatory:

Position:

Date:

Signature\*:

*\*This statement shall be signed by a person with authority to represent the Applicant as appears from the Dutch Trade Register (Kamer van Koophandel) or a comparable trade register in the Applicant's country of registration.*