

Monday 24 June 2019

## Invitation to Tender – Producing Right Platform Development

### Part 1 Tender Details and Invitation

Tender for:	<p>Partnerships for Forests (P4F) approved a grant to Aliança da Terra SA, which is a company located in Goiânia, Goiás, aiming to improve the technology of the Producing Right Platform (PRP) to scale-up and allow a greater number of rural properties to be included under PRP' monitoring with reduced operation costs.</p> <p>PRP is a database of rural properties created by the NGO Aliança da Terra in 2006, which is now managed by Aliança da Terra SA. The platform supports rural producers, companies and consumers to establish a more sustainable supply chain. Offering rural producers a roadmap and technical assistance to implement best practices on responsible production. After the rural property is added to the platform, it is monitored regarding environmental (e.g. fire focus, deforestation) and social (e.g. slavery) aspects. To date, more than 1,300 rural properties are monitored within the scope of PRP, offering to numerous companies information on the social, environmental and productive performance of their supply chain. Well-known product brands are already using the "Producing Right" stamp.</p> <p>Even though PRP is proving its value to all players dependent on the commodities supply chain, the current digital platform has some inefficiencies, which are impacting the process of scaling up its model.</p> <p>They are:</p> <ol style="list-style-type: none"> <li>i. Initial rural property diagnostic depends on field visit and paper form filling;</li> <li>ii. Development of diagnostic and roadmap is done manually by an environmental analyst;</li> <li>iii. Monitoring over rural producers properties is still manual;</li> <li>iv. Inexistence of automatic channels that allow producers to report advances in social, environmental and productive aspects;</li> <li>v. Limited connection or access interface between PRP and its clients (producers, companies and consumers).</li> </ol> <p>With the objective of increasing PRP's efficiency in collecting, analysing, managing, integrating and communicating socio-environmental and production information from rural properties and overcoming the above mentioned challenges, ATSA is tendering to hire a consultancy company specialized in technical development services and maintenance of systems and portals, including requirements elicitation, analysis, design, coding, testing, documentation, implementation, configuration, training and warranty.</p>		
Project:	Producing Right Platform (PRP)		
Activity Number	Tender 02		
The Company:	Aliança da Terra SA		
Closing Date and Time:	05 July 2019, 23:59 BST		
Anticipated Timetable:	ITT made available:	24 June 2019	

	Deadline for receipt of Clarifications:	30 June 2019
	Deadline for receipt of Tenders:	05 July 2019, 23:59 BRT
	Evaluation of Tenders:	06 to 11 July 2019
	Notification of Award:	12 July 2019
	Confirm Contract Award and Contract Start Date:	15 July 2019 and 22 July 2019
Tender Validity Period:	30 Days after the Closing Date	
Details for submission:	Tenders should be emailed to the Contact Person before the Closing Date and Time. Each of the four documents comprising the Tender should be saved as individual PDFs and named as follows: '[Type of Document] – [Tenderer]' (e.g. 'Cover Letter – Aliança da Terra SA). No information relevant to the Tender, except for the Tenderer's name and the contact details of their contact person, should be included in the email.	
Jurisdiction	Brazil	

The Company invites you to tender for this activity.

The following pages include the Terms of Reference (TOR), the technical and financial selection criteria and the conditions of tender. The standard contract template, which the successful tenderer (if any) will be required to sign, will be sent once agreed commercial terms have been included.

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

I look forward to your response, and if you have any queries, please don't hesitate to contact Charton Locks by the following e-mail: [charton@aliancadaterra.com](mailto:charton@aliancadaterra.com)

Yours sincerely,

Aline Locks

CEO, Aliança da Terra SA

## Part 2 Terms of Reference

### 1. Background

Partnerships for Forests supports investment models in which the private sector, public sector and communities can achieve improved returns from sustainable forests and sustainable land use. By creating market-ready 'Forest Partnerships' that offer an attractive balance of risks and benefits for the private sector, public sector and communities, the programme aims to mobilise significant investment, principally from the private sector.

In Brazil, Partnerships for Forests is supporting Aliança da Terra SA with the aim to improve PRP's digital platform. Investments in the platform aims to reduce operation costs and streamline the process to add new rural producers in scale.

PRP is a database of rural properties supporting producers, companies and consumers to establish a more sustainable supply chain. It is managed by Aliança da Terra SA. In summary, the dynamics of PRP work in the following way: (i) rural producers face challenges to comply with social and environmental laws and PRP provides technical assistance using best practices to encourage a more sustainable and responsible production; (ii) market players (companies) face challenges to evaluate the sustainability of their supply chains and PRP provides them with information and a sustainable network of rural producers, and (iii) PRP helps consumers to identify products from responsible sourcing by providing a stamp to be used on food items available in the supermarkets.

The platform protects the forest and create social benefits assisting rural producers to improve social and environmental conditions in their properties, through in situ diagnostics, monitoring and a roadmap with technical assistance for improvements. Currently, 5 million hectares are under PRP's monitoring, and 2.4 million hectares of them are protected areas. The platform have already leveraged approximately R\$ 80 million in social-environmental improvements.

PRP has a system with great potential to scale-up. However, the digital platform must be improved.

This Term of Reference aims at procuring a consultancy company to (i) create a digital channel to facilitate data collecting and insertion directly into PRP, (ii) improve PRP so it can develop both the diagnostic and roadmap automatically, (iii) streamline the monitoring over rural producers properties through computational algorithms, (iv) create a channel that demands rural producers to update advances directly into PRP, (v) provide webservice which allows connection between PRP and its clients.

### 2. Objectives of the assignment

The overall goal of this work is to support ATSA to reshape and update the technology behind PRP, aiming for increased processing speed and reduced operation cost. The new PRP must become more efficient in collecting, analysing, managing, integrating and communicating socio-environmental and production data from rural properties to their owners, market players and consumers.

The new technology supporting PRP must be prepared to engage a great number of rural properties under good stewardship. PRP's mission is to gather information, monitor performance and share information on the progress of production practices combined with good natural resources management and social responsibility. As a result, PRP will be helping to catalyse investments for environmental recovery and, on the other hand, facilitating rewards (financial and/or material) according to the socio-environmental performance of each property.

To achieve PRP's ultimate goal, as described above, ATSA is tendering for a highly prepared consulting business to work on the development and maintenance of systems and portals. The proponent must have proved experience in all the following aspects: requirements elicitation, analysis, design, implementation, coding, testing, documentation, publication, implementation, configuration, development of user manuals, training, maintenance, warranty and technical support. The task of reshaping and updating PRP must also include, but is not limited to: evaluation and integration of the current system supporting PRP now (including

web and app formats), developing new modules, automate analysis and monitoring routines, create dashboards and webservice.

The section 3 below describes in detail the scope of these objectives, while sections 3 and 4 details the preparation of the technical and financial submission.

Please see Part 3 and Part 4 for details relating to preparation of the technical submission.

### 3. Scope of the assignment

This is a time price model tender to contract hours of technical work on technology systems development and maintenance services (including all phases of the system life cycle). In this model the hired company will be paid based on the actual time spent on development, measured in “man-hour” units.

For this tender, it will be considered two categories of professionals to the “man-hour” accountability: (i) project manager and (ii) system developer. Below, it is presented the maximum quantity of hours that can be hired for the proposed project. ATSA is committed to hire the minimum of 50% of the total presented below.

- i. Project Manager: maximum of 1,600 hours
- ii. Systems Developer: maximum of 10,000 hours

The consultancy company must also consider the provision of an external system support service (Service Level Agreement - SLA) for a period of 12 months, starting after delivery and approval of the new system, without extra costs.

The first activity of the consultancy company will be to develop, together with ATSA, the Vision Document of the new PRP, described in 3.1. from the Vision Document, work orders will be established specifying the component to be developed as well as the delivery time and the amount of hours required for it's development. Every month the consultant will present a report updating the status of open Work Orders (described in 3.2). Payments will be made monthly, only for the completed Work Orders, upon approval of ATSA technical team.

The consultancy company must consider the necessity for, at least one monthly face-to-face meeting in Goiânia/GO, at the contractor's headquarters to, among other things, design the vision document, specify work orders, conduct presentation of modules developed, provide trainings, etc.

#### 3.1. Vision Document

The Vision Document will define the high-level scope and purpose of the new PRP. Containing clear instructions on the problem to be solved, the proposed solution and the high-level features of the product, levelling expectations between ATSA and consultant, and reducing project risks.

The consultant will work, in collaboration with ATSA's technical team, in the creation of the Vision Document. The minimum content of the vision document will be:

- i. Introduction, containing: purpose, scope, definitions, references and overview;
- ii. Positioning, containing: business opportunities, problem statement, product position statement, price levels, market structure and market trends;
- iii. Stakeholder and user descriptions, containing: market demographics, stakeholders identification, stakeholder summary, user summary, user environment, stakeholder profiles, user profiles, key stakeholder or user needs, alternatives and competition, stakeholders engagement strategy;
- iv. Product overview, containing: product perspective, capabilities summary, assumptions and dependencies, cost and pricing, licensing and installation;
- v. Product features, containing: List and briefly description of the product features;
- vi. Restrictions, note any design constraints, external constraints, such as operational or regulatory requirements, or other dependencies;
- vii. Quality ranges, define the quality ranges for performance, robustness, fault tolerance, usability, and similar characteristics that the feature set does not describe;
- viii. Precedence and priority;

- ix. Infrastructure description containing: assessment to check if the required infrastructure is in place and if ATSA has the management, technical and business capabilities to run the reshaped and updated technology behind PRP digital platform;
- x. Risk management, including: identification of the key risks (description, likelihood to happen, impact on the project) and formulate mitigation strategies;
- xi. Other product requirements, including: applicable standards, system requirements, performance requirements, environmental requirements;
- xii. Documentation requirements, containing: readme file, online help, installation guides.

### 3.2. Monthly reports

The consultant shall prepare a Technical Activity Report by the fifth day of each month, detailing all services delivered between the first and the last day of the referred month. The last day of each month defines the base date for the purposes of monthly measurement.

The Technical Activity Report should contain (for each IT solution item):

- i. Item Identification
- ii. Work Orders (WO) status.
- iii. For each completed WO:
  - a. WO identification.
  - b. Detail of activities performed and products delivered.
  - c. Accurate volume (man-hour).
  - d. Evidence of WO acceptance by the contractor.
- iv. Calculations for monthly invoicing of the item (considering only the approved deliverables).
- v. Calculations for monthly billing of the contract.

### 3.3. Outputs and Deliverables:

The consultant is expected to deliver the following, both in Portuguese and English versions:

<b>Deliverables</b>	<b>Timeframe to deliver</b>	<b>Format</b>
1. Vision Document, containing the new PRP scope	01/09/2019	1) Word Document with detailed assessment.  2) PPT presentation with the most important features of the Word document report.
2. PRP integrated to the APP	31/10/2019	1) Word Document with detailed assessment and evidences that PRP is suitable to receive information from PRP's APP.  2) PPT presentation with the most important features of the Word document report.

		3) Access interface for consulting the integrated database (WEB and APP).
3. PRP's first version finalized for testing.	31/01/2020	1) Word Document with detailed assessment containing evidences that PRP's first version is finalized for testing.  2) PPT presentation with the most important features of the Word document report and the project until that moment.  3) Access to available web system.
4. PRP ready for webservice integration.	31/05/2020	1) Word Document with detailed assessment containing evidences that PRP is ready for webservice integration.  2) PPT presentation with the most important features of the Word document report and the project until that moment.

4. Minimum functionalities to be developed in the new PRP:

The new PRP must present the following functionalities, but not limited to:

- i. Be a digital channel to facilitate data collecting and insertion directly into PRP, integrating the inherited systems, web and app;
- ii. PRP ready to develop both the diagnostic and roadmap automatically, using basic information from landowners and/or shareholders (name, CPF and/or CNPJ) combined with GPS points of the properties;
- iii. Monitoring over rural producers properties through computational algorithms, daily consultation and updating of all rural properties, in the PRP, with regards to deforestation, fire events, slave labor list, environmental penalties and embargoes, etc. Including, but not limited to, Rural Environmental Registry (CAR - Cadastro Ambiental Rural), National Register of Conservation Units (CNUC - Cadastro Nacional de Unidades de Conservação) and National System Control of Forest Products Origin (SINAFLOR/IBAMA - Sistema Nacional de Controle da Origem dos Produtos Florestais).
- iv. Be a channel that demands rural producers to update advances directly into PRP, on their improvement on social, environmental and productive aspects, through uploading files as, but not limited to, .jpg, .pdf, shapefiles and .kml, (these evidences will be evaluated before acceptance as proof of adequacy);

- v. Be a web service that allows connection between PRP and its clients (producers, companies and consumers), facilitating a closer connection between market players and rural producers to reach new products and services;
  - vi. Offer automatic alerts, eg. whenever a PRP property is identified in the slave labor list, or present deforested areas without license, or does not present any improvement on social or environmental aspects within 2 consecutive years.
5. Duration

The activity is to commence on 22/07/2019 (DD/MM/YYYY) and end on 30/06/2020 (DD/MM/YYYY).

6. Specification of the advisory support

Demonstrate successful track record on development and maintenance of systems and portals. The consulting company must have proved experience in the following aspects: requirements elicitation, analysis, design, implementation, coding, testing, documentation, publication, implementation, configuration, development of user manuals, training, maintenance, warranty and technical support.

The task of reshaping and updating PRP must also include, but is not limited to: evaluation and integration of the current system supporting PRP now (including web and app formats), developing new modules, automate analysis and monitoring routines, create dashboards and webservices.

All the work provided by the consultancy company, via appointed technical team, must be performed in accordance with the procedures and processes suggested by the best market practices, e.g. CMMI, MPS.BR, IFPUG, PMBOK, SCRUM, ITIL, COBIT, NBR ISO 27002, among others.

Demonstrate a high level of commitment and responsibility towards completing assignments efficiently, accurately and in a timely manner.

Display high standards of ethical conduct.

The consultancy company must provide two professionals who will deliver the expected products as detailed in Sections 3 and 4 above. The minimum technical requirements for each professional are:

i. Project Manager

The Project Manager will serve as the main link between the consultancy company and ATSA.

For this procurement, it will be necessary 1 (one) experienced professional to be responsible for the coordination of the proposed project, with the following requirements and technical qualifications:

Minimum 5 years of experience in project management, specifically in systems development management, software requirement specification and business process modeling. The professional must have certification in Project Management and Certified Business Process Professional. Required languages: Portuguese and fluent English.

ii. Systems Developers

The Systems Developer will be responsible for mapping, developing, customizing, implementing, training and maintaining systems, according to appropriate methodology and techniques, to meet the minimum expected functionalities as described by ATSA, including quality, costs, deadlines and benefits.

For this procurement, the consultancy company must appoint a team of at least 05 (five) systems developers with, as a group, the following requirements and technical qualifications:

- At least 1 (one) professional with minimum experience of 05 years in integration with legacy systems, creation of interfaces to import database, infrastructure, integration of services, sanitation, import and export of data.

- At least 1 (one) professional with minimum experience of 05 years in the development of systems with spatially explicit components.
- Required knowledge and experience in:
  - Web design, Web frameworks, W3C, Graphic editions, Interface design, and User experience.
  - Spatial database, remote sensing, digital image processing and Geographic Information Systems (GIS).
  - SQL Server database, MySQL, PostgreSQL and PostGIS.
  - Javascript, PHP, Python, .NET and C#.

The consultancy company must provide prove of experience of the members comprising the appointed technical team.

The consultancy company must demonstrate proof of employment or contractual relationship with the professionals comprising the technical team appointed to work at ATSA.

Any incomplete or unclear information regarding the above described requirements will entail the disqualification of the bidder.

#### 7. Financial component

The Price Limit for each “man-hour” is R\$ 200 (BRL), for any professional category (manager or developer). The "man-hour" value could be different for each professional category.

The limit includes all operational expenses to develop the PRP, such as travel expenses.

The limit also includes taxes and other transaction costs.

Please refer to Part 3 and Part 5 for details relating to preparation of the financial submission.

#### 8. Responsibilities of the Company

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

#### 9. Responsibilities of the Consultant

To be prepared to complete the Company's Standard Due Diligence Questionnaire should they be selected as Preferred Tender.

To be prepared to sign the Standard Contract Terms that will be provided with the Notification of Award.

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

To have any relevant registrations (including tax registrations).

If unable to supply the above, to provide sufficient justification as to why you cannot be employed as a sub-contractor or service provider.

To hold any regulatory permits or approvals required to provide the services, either as an individual or through a registered entity

To complete the monthly progress reports and activity completion report in the prescribed format and on the required dates.

10. Other requirements for the Consultant

To be legally established in Brazil and to have *Cadastro Nacional de Pessoa Jurídica* (CNPJ).

## Part 3 Conditions of Tender

### 1. Tender content

#### 1.1. The Tender must contain the following:

- 1.1.1. a cover letter from the Tenderer for the activity (specifying the Activity Number set out in Part 2), including the declaration contained in Part 8;
- 1.1.2. a due diligence submission (Part 6);
- 1.1.3. a technical submission (Part 4); and
- 1.1.4. a financial submission (Part 5).

#### 1.2. Every Tender shall state in the cover letter:

- 1.2.1. the Tenderer's nominated contact person;
- 1.2.2. in the case of an individual, full or given names, surname, date of birth and permanent address;
- 1.2.3. in the case of a company, NGO or other registered entity, the full name of the entity, the address of the registered office of the entity, and the relevant registration number; and
- 1.2.4. in the case of a trust, the full names and addresses of each trustee of the trust;
- 1.2.5. a list of all the nominated personnel expected to contribute to the performance of the Terms of Reference (TOR), including their names, surnames and title of their position;
- 1.2.6. the declaration contained in Part 8.

#### 1.3. Tenders are to be in English.

1.4. 'The Tenderer' (where capitalised) means the person or organisation to whom this invitation has been sent. Depending on the context, an uncapitalised version of 'tenderer' may also refer to the Tenderer.

1.5. 'The Company' (where capitalised) means Aliança da Terra SA (ATSA), the sender of this invitation. Depending on the context, an uncapitalised version of 'company' may also refer to the Company.

### 2. Tender Assessment Process

2.1. Tenders must comply with the requirements of the TOR. Failure to submit a Tender including the information required by the TOR generally will factor into The Company's assessment of the level of compliance of the Tender and may result in rejection of the Tender.

#### 2.2. The Company will evaluate Tenders on the following basis:

- 2.2.1. a due diligence assessment (Part 6);
- 2.2.2. a technical assessment (Part 4);
- 2.2.3. a financial assessment (Part 5);
- 2.2.4. other factors, which may impact on the Tenderer's performance.

2.3. The Company will undertake a due diligence assessment of the Tenderers responses to the questions on the Due Diligence Form mentioned at Part 6 and sent as an attached file. Tenderers may be excluded from the procurement process if they are judged to have failed the due diligence assessment. Tenderers are able to provide an explanation behind each answer and the Company

will assess the explanations given and their relevance and in terms of proportionality may allow a Tenderer to remain in the process.

2.4. The Company will assess Tenders based on the Technical Assessment Selection Criteria specified in Part 4 and will provide a list of ranked technically suitable tenders.

2.5. The Company will undertake a financial assessment in accordance with Part 5.

2.6. This procurement will follow a structured and transparent process to ensure that a fair and level playing field is maintained at all times, and that all Tenderers are treated equally. The indicative key dates for this procurement as they are currently anticipated to be are set out in the Timetable in the Tender Particulars.

2.7. The Company reserves the right:

2.7.1. to accept or reject any tender, and to annul the tendering process thereby rejecting all tenders, at any time prior to the award of contract at its sole discretion;

2.7.2. to cancel or vary the Invitation to Tender process at any time whether before or after the closing date;

2.7.3. to reject any tender that does not adhere to the structure and content requirements as outlined in these Terms and Conditions;

2.7.4. to recall tenders from any source including those tenderers who have already submitted tenders, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for this action;

2.7.5. to accept Tenders for the whole or any part of the requirement;

2.7.6. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason;

2.7.7. to require that tenderers submit to the Company's Due Diligence process with the submission of Tenders; and

2.7.8. to negotiate with the most favourable tenderer should it be deemed that the offered prices are unreasonable or greater than the targets set in the planning process, as per Part 5.

2.8. The Company shall not be bound by any advice given or information furnished by it.

2.9. The conduct of this Invitation to Tender is not intended to give rise to any legal or equitable relationship.

2.10. A Tender will not be considered if the Tenderer or a representative of the Tenderer gives or offers anything to an employee or agent or subcontractor of the Company as an inducement or reward, which could in any way tend to influence the actions of that employee or agent.

2.11. Your Tender will be valid for the Tender Validity Period.

### 3. Technical Assessment

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

3.2. The Technical Assessment of the Tender will account for 60% of the overall score using the following formula:

$$\text{Technical Score} = \frac{\text{Tender's Weighted Technical Score (out of 100)}}{\text{Highest Weighted Technical Score (out of 100)}} \times 60\%$$

- 3.3. The Procurement Committee, in assessing the technical part of the Tender, will consider the Selection Criteria specified in Part 4.
- 3.4. Tenderers should note that technical submissions for those Tenders assessed by the Company as not acceptable on due diligence grounds (as set out in 2.3) will not be subject to technical or financial assessment.
- 3.5. Tenderers should note that technical submissions that do not meet the Minimum Score Requirements set out in the Form of Technical Submission in Part 4 will be assessed by the Procurement Committee as not technically acceptable.
- 3.6. The Technical Submission must:
  - 3.6.1. be in a type font of no less than 12 points;
  - 3.6.2. be in a single column format;
  - 3.6.3. be five A4 pages or less in length;
  - 3.6.4. have attached up-to-date CVs of the nominated personnel (which do not count toward the page limit) relevant to the activity (no longer than 4 A4 pages each).

#### 4. Financial Assessment

- 4.1. Following consideration of the technical merit of Tenders, a like-for-like price assessment will be undertaken by the Company of the Tenders assessed as technically suitable. The like-for-like price assessment will represent 40% of the overall score.
- 4.2. The following formula for the scoring and ranking of Tenders on the basis of price will be used:

$$\text{Price Score} = \frac{\text{Bid Price of Lowest Priced Technically Acceptable Bid}}{\text{Tenders Bid Price}} \times 40\%$$

- 4.3. Tenderers should note that financial submissions for those Tenders assessed by the Procurement Committee as not technically acceptable will not be subject to financial assessment.
- 4.4. The financial component of the Tender must be submitted as set out in Part 5 and must be an unconditional offer and fixed for the duration of the Project.

#### 5. Acceptance of Tenders

- 5.1. The Company is not bound or required to accept the lowest priced Tender or any Tender.
- 5.2. A Tender will not be deemed to be accepted unless and until a Contract, that will be provided with the Notification of Award, is signed by the Company (with the agreed commercial terms included).
- 5.3. The Company reserves the right to enter into negotiation with any other tenderer if contract negotiations cannot be concluded with the preferred tenderer.

#### 6. Alternative Tenders

- 6.1. The Company reserves the right to accept and consider alternative Tenders providing they:
  - 6.1.1. are submitted with a compliant Tender; and
  - 6.1.2. clearly identify the differences and improvements offered in the Alternative Tender.

#### 7. Non-Compliant Tenders

- 7.1. Tenders will be regarded as non-compliant if they do not comply with any part of the requirements of this Invitation to Tender.

7.2. The Company may however, in its absolute discretion evaluate any non-compliant Tender.

## 8. Lodgement of Tenders

8.1. It is the responsibility of the Tenderer to ensure that the Tender is received by the Company by the closing date and time prescribed in this Invitation to Tender. A Tender lodged after the closing date is a late Tender.

8.2. A late Tender will normally not be considered unless it can be demonstrated by the Tenderer that the Tender would have arrived at the tender point by the required date and time as prescribed in this Invitation to Tender. The Company may allow a late Tender to be assessed at its absolute discretion.

8.3. The Company will not consider or entertain any queries about a decision to assess or reject a late Tender.

8.4. Tenders are to be in English and all pricing and costs are to be in Brazilian Real (BRL).

## 9. Tenderer Costs

9.1. Tenderers are responsible at their own cost for:

9.1.1. making all arrangements and obtaining and considering all information relating to the TOR;

9.1.2. the preparation, delivery and lodgement of their tender;

9.1.3. dealing with any issues, including disputes, that may arise out of the tendering process.

## 10. Basis of Payment

10.1. Payments will be made in Brazilian Real (BRL), within 30 days of receipt of an acceptable invoice and subject to performance as identified by milestones or deliverables specified in the Contract.

10.2. All Tenders should be aware that agreed pricing shall be Financial Transaction Tax (IOF) and Income Tax (IR) inclusive, as per Brazilian tax regulations.

## 11. Confidentiality

11.1. The Tenderer acknowledges that in the course of this Tender, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this Tender and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:

11.1.1. is strictly necessary for submitting the Tender;

11.1.2. is required by relevant laws;

11.1.3. is authorised by prior written approval from the Company; or

11.1.4. occurs after the Confidential Information already is or comes into the Tenderer's possession (or in the public domain) otherwise than pursuant to this Tender, pursuant to a separate confidentiality undertaking by the Tenderer or a third parties' (or that parties') unauthorised disclosure.

11.1.5. If the Tenderer is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company.

11.1.6. The parties agree that this obligation applies during the Tender and after the completion of the process.

## 12. Request for Information

- 12.1. Any prospective Tenderer may until the Deadline for receipt of Clarifications set out in Part 1 request information on any point of clarification in this Tender. The information requested shall be given in writing by The Company as soon as practicable, and where in the opinion of The Company the information could have an effect on other tenderers, that information may at the Company's sole discretion be given in writing to all known prospective tenderers.

## 13. Governance Policy and Code of Ethics and Conduct

- 13.1. Tenderers shall be aware and ready to help comply with the Company's Governance Policy as well as the Code of Ethics and Conduct (both attached separately) in the submission of any tenders.

## 14. Unsuccessful Tenders

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

## 15. Tenderer Acceptance of Conditions

- 15.1. A Tender lodged in response to this Invitation to Tender does so with agreement to these Conditions of Tender unless any departures from these Conditions are detailed in the tender submission. The Company reserves the right to reject any departure from these Conditions of Tender, and thereby determine that the tender submission is non-conforming for that reason.

## 16. Publicity

- 16.1. No publicity regarding the procurement or the award of any Contract will be permitted unless and until the Company has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the Invitation to Tender, its contents or any proposals relating to it without the prior written consent of the Company.

## 17. Jurisdiction

- 17.1. This Agreement shall be subject to the laws of the Jurisdiction.
- 17.2. The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement or the breach, termination, or invalidity thereof.
- 17.3. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled in the State Justice Forum, in Goiânia, capital city of Goiás state, Brazil. The language and relevant laws shall be the language and laws of the Jurisdiction.

## Part 4 Technical Assessment and Selection Criteria

### 1. Technical Submission.

1.1 The Technical Assessment places emphasis on the degree of confidence the Procurement Committee has in the Tender content and the Tenderer's ability to deliver the services effectively. A high degree of confidence is gained where:

- 1.1.1 A deep understanding of key issues is clearly demonstrated. Merely providing general statements of information and a can-do attitude will not generate high scores.
- 1.1.2 A convincing methodology is provided to achieve results, whilst ensuring optimal value for money over the lifetime of the contract. The methodology should demonstrate how value for money will be achieved and include clear links between performance outputs and pricing mechanisms.
  - 1.1.1 The methodology includes monitoring & performance management tools where appropriate, such as: critical path analysis, risk strategies/mitigation plans, communications plans etc.
  - 1.1.2 Strong examples demonstrate the proposed methodology has been applied successfully in environments relevant to the TOR.
  - 1.1.3 Greater effort has been made to provide certainty in the Tender detail so that it can be relied on from a contractual perspective (for example, poor management processes, lack of performance measures and vague terminology represent a potential performance risk).

1.2 The following selection criteria and weighting will be used in the assessment process to assess the technical capacity of the Tenders.

Scoring matrix for the technical submission	
5	Excellent, addresses the requirements of the TOR and all ITT issues, and where relevant demonstrates fine tuning, to make a match with Client expectations, and is of a quality and level of detail and understanding that provides confidence in certainty of delivery and permits full contractual reliance (where applicable).
4	High degree of confidence that they can meet the requirements of the TOR (and where relevant strong evidence they have tailored their response to meet these). Demonstrates they have a thorough understanding of what is being asked for and that they can do what they say they will; translates well into contractual terms (where applicable).
3	An understanding of all issues relating to delivery of the TOR and tailoring the response to demonstrate that proposals are feasible so that there is a good level of confidence that they will deliver; can be transposed into contractual terms (where applicable).

2	Understands most of the issues relating to delivery of the TOR and addresses them appropriately with sufficient information, but only some relevant tailoring and so only some confidence that they will be able deliver in line with expectations.
1	Some misunderstandings of the issues relating to delivery of the TOR and a generally low level of quality information and detail. Poor appetite to tailor when asked and so fails to meet expectations in many ways and provides insufficient confidence.
0	TOR issues are scantily understood and flimsy on quality information, with minimal tailoring if anywhere relevant. Provides no confidence that the issues will be addressed and managed at all in line with expectations.

1.3 Technical Submissions must be in the following format:

Form of Technical Submission		Page limit	Weight	Score	Max Score	Minimum Score Requirement
1	<p><u>Quality of Personnel and/or Partners</u></p> <p>Tenderers should describe, referring to the CVs submitted to evidence any statements, how the Nominated Personnel fulfil each of the criteria set out in the Specification of the advisory support in the TOR and how they are sufficiently skilled to undertake all aspects of the Scope of the assignment.</p> <p>Answers should demonstrate, but not be limited to, the Nominated Personnel's extensive knowledge of technology system development, databases, geographic information system, routine automation, web services.</p> <p>Response:</p>	2 pages	7	[0 to 5]	35	3 out of 5
2	<p><u>Methodology and Approach to Delivery of TOR</u></p> <p>(i) Tenderers should describe from their own understanding of the Objectives of the assignment and the Scope of the assignment in the TOR, as well as the context of the project, how their Nominated Personnel will facilitate delivery of the tasks, outputs and deliverables set out in the Scope of the assignment (Weighting = 7 / Max Score – 35 out of 45).</p>	2.5 pages	9	[0 to 5]	45	3 out of 5

	(ii) Tenderers should also describe their approach to ensuring optimal value for money (Weighting = 2 / Max Score – 10 out of 45).					
Response:						
3	<u>Relevant Experience</u> Tenderers should identify 2 assignments undertaken within the last 5 years relevant to the TOR and the project context. A brief summary of each of the assignments should be provided, as should the name and contact details for referees who can verify the Tenderers performance on the assignment.	1 page	4	[0 to 5]	20	3 out of 5
Response:						

2. The Tenderer must provide an up-to-date CV (including the names and contact details of two referees) for all Nominated Personnel expected to contribute to the performance of the TOR (no longer than four A4 pages in length).
3. The technical submission format **must** clearly address the criteria above as this will impact on the assessment process.
4. The technical submission should not exceed 05 (five) A4 pages (excluding CVs).

## Part 5 Financial Assessment and Selection Criteria

1. The financial component must:

- 1.1. Present the value for each “man-hour”, considering the different professional category, in one unique table.
- 1.2. All the values should be in Brazilian Real (BRL).

Item	Professional category	Man-hour (un)	Man-hour value (BRL)	Cost (BRL)
1	Project manager	1,600 h	e.g. R\$ 200	e.g. (1,600h x R\$ 200)
2	System developer	10,000 h	e.g. R\$ 180	e.g. (10,000h x R\$ 180)
<b>Tender price</b>				e.g. R\$ 2,120,000

2. The following financial aspects need to be taken into consideration:

- 2.1. the rates are to be inclusive of relevant taxes;
- 2.2. all activity preparation costs are the responsibility of the Tenderer;
- 2.3. a requirement is for the preferred Tenderer to submit a monthly report. All costs associated with the preparation and submission of these reports are the responsibility of the preferred Tenderer.

3. Insurance cover:

- 3.1. Preferred Tenderers contracted by the Company as a registered entity shall be required to evidence Public Liability insurance, and provide their Nominated Personnel with the appropriate level of cover regarding work-related travel.

## Part 6 Due Diligence Assessment Form

Please provide a completed version of the Due Diligence Assessment Form.

To help understand and comply to Aliança da Terra SA's policies, the following documents will be made available for Tenderers:

- Code of Ethics and Conduct

**[Attached Separately]**

## Part 7 – Aliança da Terra SA Standard Contract

The Standard Contract, which the successful tenderer (if any) will be required to sign, will be sent with the Notification of Award

## Part 8 – Declaration by Tenderers

Tenderers shall submit their tender with the following declaration:

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

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

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

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

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

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

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

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