# Forms

## Identification forms

### Natural person

|  |  |  |  |
| --- | --- | --- | --- |
| **I. PERSONAL DATA**  **FAMILY NAME(S)**  **FIRST NAME(S)**  **DATE OF BIRTH**  **DD MM YYYY**  **PLACE OF BIRTH COUNTRY OF BIRTH (CITY, VILLAGE)**  **TYPE OF IDENTITY DOCUMENT  IDENTITY CARD PASSPORT DRIVING LICENCE[[1]](#footnote-2) OTHER [[2]](#footnote-3)**  **ISSUING COUNTRY**  **IDENTITY DOCUMENT NUMBER**  **PERSONAL IDENTIFICATION NUMBER[[3]](#footnote-4)**  **PERMANENT PRIVATE ADDRESS**  **POSTCODE P.O. BOX CITY**  **REGION [[4]](#footnote-5) COUNTRY**  **PRIVATE PHONE**  **PRIVATE E-MAIL** | | | |
| **II. BUSINESS DATA** | | If YES, please provide business data and attach copies of the official supporting documents. | |
| Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?  **YES NO** | **BUSINESS NAME  (if applicable)**  **VAT NUMBER**  **REGISTRATION NUMBER**  **PLACE OF  REGISTRATION CITY COUNTRY** | |  |

### Private/public law body with legal form

|  |  |
| --- | --- |
| **OFFICIAL NAME**[[5]](#footnote-6) **BUSINESS NAME (if different)**  **ABBREVIATION**  **LEGAL FORM**  **ORGANISATION FOR PROFIT**  **TYPE NON FOR PROFIT NGO**[[6]](#footnote-7) **YES NO  MAIN REGISTRATION NUMBER**  **SECONDARY REGISTRATION NUMBER**  **(where applicable)**  **PLACE OF MAIN REGISTRATION CITY COUNTRY**  **DATE OF MAIN REGISTRATION  DD MM YYYY**  **VAT NUMBER**  **ADDRESS OF HEAD OFFICE**  **POSTCODE P.O. BOX CITY**  **COUNTRY PHONE**  **E-MAIL** | |
| **DATE** | **STAMP** |
| **DATE AND SIGNATURE OF THE AUTHORISED REPRESENTATIVE** |

### Public-law body[[7]](#footnote-8)

|  |  |
| --- | --- |
| **OFFICIAL NAME**[[8]](#footnote-9)  **PRINCIPAL SECONDARY REGISTRATION**[[9]](#footnote-10)  **SECONDARY REGISTRATION NUMBER**  **(where applicable)**  **PLACE OF MAIN REGISTRATION CITY COUNTRY**  **DATE OF MAIN REGISTRATION  DD MM YYYY**  **VAT NUMBER**  **Official address**  **POSTCODE P.O. BOX CITY**  **COUNTRY PHONE**  **E-MAIL** | |
| **DATE** | **STAMP** |
| **SIGNATURE OF AUTHORISED REPRESENTATIVE** |

### Subcontracting (if applicable)

|  |  |  |
| --- | --- | --- |
| Name and legal form | Address / Registered office | Subject-matter |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

### Bank details for payments

|  |  |
| --- | --- |
| **Name and first name of the tenderer or name of the company and legal form** |  |
| **Financial institution:**  **IBAN:**  **SWIFT code:**  **Bank code:**  **Agency code:**  **Bank account number:**  **Under the name of:** |  |

**Note:**

* **All bank details must be completed.**
* **It is not permitted to change bank accounts except in duly justified exceptional circumstances. It should be noted that payments under this contract will be made from an Enabel account domiciled in Belgium.**

## Tender form - Prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of these Tender Specifications and explicitly declares accepting all conditions listed in this document and renounces any derogatory provisions such as his own conditions.

1. Maximum number of organisations the tenderer wishes to accompany: \_\_\_\_\_\_\_\_\_\_\_\_ (enter a number between 1 and 13)
2. Possible preference for organisations:

|  |  |  |  |
| --- | --- | --- | --- |
| **Language** | **Name of the organisation** | **Country** | **Indicate preference (1 = highest preference, 2 =...)** |
| FR | Lot 1 - CAF2B | Côte d’Ivoire |  |
| FR | Lot 2 - COOPADE | DRC |  |
| ENG | Lot 3 - Organic Coffee Farmers | Uganda - Rwenzori |  |
| FR | Lot 4 - SCEB | Côte d’Ivoire |  |
| FR | Lot 5- GCAC COOP-CA | Côte d’Ivoire |  |
| FR | Lot 6 - BARA Agricole de Bangolo | Côte d’Ivoire |  |
| FR | Lot 7 - Biankouma Agricultural BARA | Côte d’Ivoire |  |
| FR | Lot 8 - BARA Agricole de Duekoué | Côte d’Ivoire |  |
| FR | Lot 9 - COOPANEK | Côte d’Ivoire |  |
| FR | Lot 10 - YEYASSO | Côte d’Ivoire |  |
| FR | Lot 11 - UPAS | Côte d’Ivoire |  |
| FR | Lot 12 - CAT KIVU | DRC |  |
| FR | Lot 13 - COOPAKE | Burkina Faso |  |

1. **Prices**

Indicate a price for all the organisations you would like to support (expressed in euros and excluding VAT). To maximise your chances of being awarded the public contract lot, you can quote a price for a number of lots greater than your maximum capacity. The contracting authority undertakes not to exceed the maximum capacity indicated in point **a).**

The unit prices for each item in the inventory are established with full knowledge of the facts.

The service provider includes in his prices any charges and taxes generally applied to services.

The unit prices for the fixed and conditional blocks remain identical.

The unit prices proposed for participation to the various lots of the public contract are the following:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Lot** | **Language** | **Presumed quantities of days**  **(fixed block)** | **Price per day ("person/day" unit prices[[10]](#footnote-11), in EURO, excluding VAT)** | | **Applicable VAT percentage** | **Maximum estimate for international flights, where applicable (1 return)** |
|  |  |  | **Day rate[[11]](#footnote-12)** | **Per diem** |  |  |
| Lot 1 Côte d’Ivoire - CAF2B | FR | **7** | **€** | **€** | **%** | **€** |
| Lot 2 DRC - COOPADE | FR | **7** | **€** | **€** | **%** | **€** |
| Lot 3 Uganda - Rwenzori Organic Coffee Farmers | ENG | **7** | **€** | **€** | **%** | **€** |
| Lot 4 Côte d’Ivoire - SCEB | FR | **7** | **€** | **€** | **%** | **€** |
| Lot 5 Côte d’Ivoire - GCAC COOP-CA | FR | **7** | **€** | **€** | **%** | **€** |
| Lot 6 Côte d'Ivoire - BARA Agricole de Bangolo | FR | **7** | **€** | **€** | **%** | **€** |
| Lot 7 Côte d’Ivoire - BARA Agricole de Biankouma | FR | **7** | **€** | **€** | **%** | **€** |
| Lot 8 Côte d'Ivoire - BARA Agricole de Duekoué | FR | **7** | **€** | **€** | **%** | **€** |
| Lot 9 Côte d’Ivoire - COOPANEK | FR | **7** | **€** | **€** | **%** | **€** |
| Lot 10 Côte d’Ivoire - YEYASSO | FR | **7** | **€** | **€** | **%** | **€** |
| Lot 11 Côte d’Ivoire - UPAS | FR | **7** | **€** | **€** | **%** | **€** |
| Lot 12 DRC - CAT KIVU | FR | **7** | **€** | **€** | **%** | **€** |
| Lot 13 Burkina Faso - COOPAKE | FR | **7** | **€** | **€** | **%** | **€** |

**The contracting authority draws tenderers' attention to the fact that the day price offered may not exceed EUR 700 excluding VAT and that the amount of the per diem may not exceed EUR 250 excluding VAT. The contracting authority reserves the right to reject any tender offering a higher amount.**

## Selection file

In view of the qualitative selection of the tenderers, the CV of each expert must be attached to the tender. In addition, tenderers must complete the table below.

|  |  |  |
| --- | --- | --- |
| **Requirements** |  | **To be completed by tenderers** |
| University degree or higher education diploma in social science and/or economic science and/or rural development and/or environmental science | Tenderers should provide details of the qualifications held by the proposed experts |  |
| At least 5 years' general experience in coaching, training or supporting cooperatives or businesses | Tenderers shall briefly detail the experience of the experts |  |
| At least 2 training, coaching or support assignments for agricultural cooperatives in Africa, Latin America or South-East Asia | Tenderers shall briefly detail the experience of the experts |  |
| Languages:  - For lots 1 to 13 (except lot 3), all the experts proposed must have a perfect command - oral and written comprehension, oral and written expression - of French;  - For lot 3, all the proposed experts must have a perfect command - oral and written comprehension, oral and written expression - of English.  Oral and written proficiency in a language is demonstrated by the language in which the diploma was obtained or by significant professional experience (of at least one year) in that language or by passing an official/recognised test or any other certification. | Tenderers should provide details of the language skills of the proposed experts in English and French |  |
| For lots 1, 2 and 3:  At least one year experience in the following areas:  o Living income and decent work, employment opportunities, particularly for women.  o Creation and implementation of tools for identifying, collecting data on, monitoring, reporting and remedying the main human rights and environmental risks and problems associated with the company and its production: implementation of traceability systems (tracking cocoa, coffee, etc. from plot to port to ensure batch segregation), collection of geolocation data, calculation of household income and the living income gap, etc.). | Tenderers shall briefly detail the experience of the experts |  |
| For lots 4 to 13:  At least one year experience in the following areas:  o Setting up a traceability system (tracking cocoa, coffee, etc. from plot to port) belonging to the cooperatives, ensuring segregation of batches and interoperability with buyers' systems and national systems where these exist.  o Voluntary standards and sustainable certification, gender certification (gender equality seal, gender equity measure). | Tenderers shall briefly detail the experience of the experts |  |

## Form: specific expertise

Concerns: matching the expert's profile to the activities.

The expert's experience is assessed in the light of the specific characteristics of the organisations benefiting from coaching: sector of activity, geographical area, type of organisation, etc.

Please give a brief description of your experience with:

(**In a few lines**, for more details we will consult **your CV that must be attached to your tender**)

|  |  |  |
| --- | --- | --- |
| **Sub-criteria** | **Scoring method** | Name, first name of the expert:  ………………………………………….. |
| Sub-criterion 1 - Demonstrated expertise in areas related to human rights and/or environmental due diligence (decent work, decent income, living income gap, traceability, and/or any other subject mentioned in the Terms of Reference - see chapter 5). | Less than 2 years' experience = 5 points  Between 2 and 5 years' experience = 10 points  5 years or more of expertise = 15 points | **Explain** how the expert fulfils or exceeds the criteria. |
| Sub-criterion 2 - Practical knowledge of how producers’ organisations/ cooperatives work | Less than 5 years' proven experience = 5 points  5 or more years of proven experience = 10 points |  |
| Sub-criterion 3 - Experience in the country where the service is to be provided and in the sector (value chain) concerned. | Experience in the country of execution = 2.5 points  Experience in the sector concerned = 2.5 points |  |

## Form: Similar services

|  |  |  |
| --- | --- | --- |
| **Criterion** | **Scoring method** | Name, first name of the expert:  ………………………………………….. |
| Relevant assignments/ experience in participative coaching of individuals or groups | Between 1 and 5 assignments / proven experience = 10 points  5 or more proven assignments/ experience = 20 points  The tenderer shall enclose with the tender a certificate of satisfactory performance / good execution signed by the customer. | **Explain** how the expert fulfils or exceeds the criteria. |

Additionally, please attach two recent coaching records/examples (which can be anonymised if necessary) that shows experience in **participatory coaching** **in due diligence, human rights, decent work, living income, traceability, and/or any other subject mentioned in the Terms of References** (see chapter 5).

**Last name, first name of the coach: …........**

*Each coach fills in two presentation sheets (different cases), maximum 2 pages per sheet, all fields compulsory*

The tenderer shall enclose with the tender a certificate of satisfactory performance / good execution signed by the customer.

**6.5.1. Case 1**

|  |  |
| --- | --- |
| Name of company/organisation coached: |  |
| Contact person & contact details[[12]](#footnote-13): |  |
| Location and country: |  |
| Dates: |  |
| Total number of coaching days (specify whether on-site or distance coaching): |  |
| Name of the organisation (public or private) that paid for the coaching: |  |

Coaching objective:

Coaching methodology, tools/techniques used (**please detail** or refer to annexes):

Coaching content, topics covered (**please detail** or refer to annexes):

Achievements (**please give details** or refer to annexes):

Challenges encountered:

**6.5.2. Case 2**

|  |  |
| --- | --- |
| Name of company/organisation coached: |  |
| Contact person & contact details[[13]](#footnote-14): |  |
| Location and country: |  |
| Dates: |  |
| Total number of coaching days (specify whether on-site or distance coaching): |  |
| Name of the organisation (public or private) that paid for the coaching: |  |

Coaching objective:

Coaching methodology, tools/techniques used (**please detail** or refer to annexes):

Coaching content, topics covered (**please detail** or refer to annexes):

Achievements (**please give details** or refer to annexes):

Challenges encountered:

## Form: Methodological approach

Please attach a methodology based on the following fictitious case which shows how coaching will be deployed in the organisations.

*“You have been selected. In a week's time, you will be accompanying the cooperative “x” for 5 full days on its premises. This is the first time you are meeting them. Based on the content detailed in the Terms of Reference (see Part 5 of these Tender Specifications), concretely develop the methodology, the tools you could use, the way these tools will be addressed, etc”*

Free format. Two pages maximum.

## Examples of contract provisions: obligations of the contractor (‘subcontractor or processor’) vis-à-vis the contracting authority (‘personal data controller’)

The subcontractor undertakes to:

1. Process the personal data **only for the purpose(s)** stipulated for subcontracting;
2. Process the personal data only **on documented instructions** from the controller mentioned in attachment to this contract. Where the subcontractor considers an instruction constitutes a violation of European regulations in relation to data protection or any other legal Union or Member State provision in relation to data protection, he shall immediately notify the controller thereof. Furthermore, where the subcontractor is to proceed to the transfer of personal data to a third country or an international organisation in accordance with Union or Member State law to which he is subject, in such a case, he shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interests.
3. **Ensure the confidentiality** of the personal data processed under the framework of this contract.
4. Ensure that **persons authorised to process the personal dat**a pursuant to this contract:

* have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
* obtain necessary training in personal data protection;

1. Regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.
2. **Subcontracting**

The subcontractor may engage another subcontractor (hereinafter, the ‘subsequent subcontractor’) for conducting specific processing activities. In this case, he informs the controller in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The controller disposes of a minimum period of […] from the date of reception of said information to voice any objections. Such subcontracting may only be conducted if the controller has not voiced any objection during said period.

The subsequent subcontractor is to respect the obligations of this contract for the account of and following the instructions of the controller. The initial subcontractor must ensure that the subsequent subcontractor provides the same data protection guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the European Data Protection Regulation. Where the subsequent subcontractor fails to fulfil his data protection obligations, the initial subcontractor shall remain fully liable to the controller for the performance of that other subcontractor's obligations.

1. **Information rights of data subjects**

When collecting data, the subcontractor is required to inform data subjects about the data processing which will be conducted. The formulation and format of this notification must be agreed with the controller prior to data collection.

1. **Data subjects exercising their rights**

As far as possible, the processor must help the controller to fulfil its obligation to respond to requests to exercise the rights of data subjects: right of access, rectification, erasure and objection, right to restrict processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

The subcontractor must respond, in the name and on behalf of the controller and within the terms set by the European Data Protection Regulation, to any requests of persons concerned exercising their rights where it pertains to data that are the subject-matter of subcontracting under this contract.

1. **Notification of personal data breaches**

The subcontractor shall notify the controller of any personal data breach not later than […] hours after becoming aware of it by means of […]. This notification shall be accompanied by all useful documentation allowing the controller, where needed, to notify this breach to the competent supervisory authority.

The notification shall at least:

* describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
* communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
* describe the likely consequences of the personal data breach;
* describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

1. **Assistance of the subcontractor in ensuring compliance by the controller of his obligations.**

The subcontractor shall assist the controller in conducting data protection impact assessments. The subcontractor assists the controller with the prior consultation of the supervisory authority.

1. **Security measures**

The subcontractor undertakes to implement the following security measures: […]

1. **Processing of data**

The subcontractor undertakes upon completing data processing service delivery to:

* erasing all personal data, or
* sending back all personal data to the controller, or
* forwarding the personal data to the subcontractor designated by the controller. Such dispatch is accompanied by the erasure of all existing copies in the data systems of the subcontractor.

After erasure, the subcontractor shall substantiate the erasure in writing.

1. **Data Protection Officer**

The subcontractor shall communicate to the controller the name and contact details of his Data Protection Officer, if he has designated one in accordance with Article 37 of the European Data Protection Regulation.

1. **Register of categories of processing activities**

The subcontractor declares keeping written records of all categories of processing activities conducted on behalf of the controller, including:

* The name and contact details of the controller on behalf of whom he operates, of any subcontractors, and where applicable, of the Data Protection Officer.
* The categories of processing conducted on behalf of the controller;
* Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the European Data Protection Regulation, the documentation of suitable safeguards;

Where possible, a general description of the technical and organisational security measures, including inter alia as appropriate: The pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

1. **Documentation**

The subcontractor makes available to the controller all information necessary to demonstrate compliance with his obligations laid and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

## Declaration on honour – Exclusion grounds

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer declare that the tenderer is not in any of the following cases of exclusion:

1. The tenderer nor any of his directors was found guilty following an **indefeasible judgement** for one of the following offences:

1° involvement in a **criminal organisation**

2° **corruption**

3° **fraud**

4° **terrorist offence**, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

5° **money laundering or financing of terrorism**

6° **child labour** and other trafficking in human beings

7° employment of foreign citizens under **illegal status**

8° creation of a shell company.

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement.

1. The tenderer has failed to fulfil his obligations to **pay taxes or social security contributions** for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
2. The tenderer is in **a state of bankruptcy, liquidation, cessation of business, judicial reorganisation** or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
3. The tenderer or one of his directors has committed **serious professional misconduct which calls into question their integrity.**

The following are considered such serious professional misconduct, among others:

1. A breach of Enabel’s Policy regarding sexual exploitation and abuse   : <https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-sexual-exploitation-and-abuse.pdf>;
2. A breach of Enabel’s Policy regarding fraud and corruption risk management – June 2019:

<https://www.enabel.be/app/uploads/2022/08/Enabels-policy-on-fraud.pdf>

1. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace l ;
2. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required to verify that there are no grounds for exclusion or that selection criteria are satisfied, or concealed this information
3. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition. The presence of this tenderer on one of Enabel’s exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.
4. When a conflict of interest cannot be remedied by other, less intrusive measures;

1. When **significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a past contract concluded with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered ‘significant’. The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

1. The tenderer or one of his directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions:

<https://finance.belgium.be/en/control-financial-instruments-and-institutions/compliance/financial-sanctions>

Date

Place

Signature

## GDPR clauses

**Obligations of the contractor ('subcontractor or processor') vis-à-vis the contracting authority ('personal data controller')**

The subcontractor undertakes to:

1. Process the personal data **only for the purpose(s)** stipulated in the contract;
2. Process the personal data **only on documented instructions** from the controller mentioned in attachment to this contract. Where the subcontractor considers an instruction constitutes a violation of European regulations in relation to data protection or any other legal Union or Member State provision in relation to data protection, he shall immediately notify the controller thereof. Furthermore, where the subcontractor is to proceed to the transfer of personal data to a third country or an international organisation in accordance with Union or Member State law to which he is subject, in such a case, he shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interests.
3. **Ensure the confidentiality** of the personal data processed under the framework of this contract.
4. Ensure that **persons authorised to process the personal data** pursuant to this contract:

* have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
* obtain necessary training in personal data protection;

1. regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.
2. **Subcontracting**

The subcontractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for conducting specific processing activities. In this case, he informs the controller in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The controller disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subcontracting may only be conducted if the controller has not voiced any objection during said period.

The subsequent subcontractor is to respect the obligations of this contract for the account of and following the instructions of the controller. The initial subcontractor must ensure that the subsequent subcontractor provides the same data protection guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the European Data Protection Regulation. Where the subsequent subcontractor fails to fulfil his data protection obligations, the initial subcontractor shall remain fully liable to the controller for the performance of that other subcontractor's obligations.

1. **Information rights of data subjects**

When collecting data, the subcontractor is required to inform data subjects about the data processing which will be conducted. The formulation and format of this notification must be agreed with the controller prior to data collection.

1. **Data subjects exercising their rights**

Where possible, the subcontractor shall assist the controller to fulfil his obligation in responding to data subject rights requests: right to access, to change, right to erasure ('right to oblivion') and opposition, right to limit processing, right to transfer data, right not to be subject to an automated individual decision (such as profiling).

The subcontractor must respond, in the name and on behalf of the controller and within the terms set by the European Data Protection Regulation, to any requests of persons concerned exercising their rights where it pertains to data that are the subject-matter of subcontracting under this contract.

1. **Notification of personal data breaches**

The subcontractor shall notify the controller of any personal data breach not later than [...] hours after becoming aware of it by means of [...]. This notification shall be accompanied by all useful documentation allowing the controller, where needed, to notify this breach to the competent supervisory authority.

The notification shall at least:

* describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
* communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
* describe the likely consequences of the personal data breach;
* describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

1. **Assistance of the subcontractor in ensuring compliance by the controller of his obligations.**

The subcontractor shall assist the controller in conducting data protection impact assessments. The subcontractor assists the controller with the prior consultation of the supervisory authority.

1. **Security measures**

The subcontractor undertakes to implement the following security measures: […]

1. **Processing of data**

The subcontractor undertakes upon completing data processing service delivery to:

* erasing all personal data, or
* sending back all personal data to the controller, or
* forwarding the personal data to the subcontractor designated by the controller. Such dispatch is accompanied by the erasure of all existing copies in the data systems of the subcontractor.

After erasure, the subcontractor shall substantiate the erasure in writing.

1. **Data Protection Officer**

The subcontractor shall communicate to the controller the name and contact details of his Data Protection Officer, if he has designated one in accordance to Article 37 of the European Data Protection Regulation.

1. **Register of categories of processing activities**

The subcontractor declares keeping written records of all categories of processing activities conducted on behalf of the controller, including:

* The name and contact details of the controller on behalf of whom he operates, of any subcontractors, and where applicable, of the Data Protection Officer.
* The categories of processing conducted on behalf of the controller;
* Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the European Data Protection Regulation, the documentation of suitable safeguards;

Where possible, a general description of the technical and organisational security measures, including inter alia as appropriate: The pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

1. **Document:**

The subcontractor makes available to the controller all information necessary to demonstrate compliance with his obligations laid and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

## Documents to be submitted – exhaustive list

|  |
| --- |
| 1. **The form entitled "Identification of tenderers" and, where applicable, for each participant when the tender is submitted by a group of economic operators and the bank details (point 6.1 of the Tender Specifications)** 2. **The statutes, the power of attorney or any other document demonstrating that the person signing the tender is authorised to do so** 3. **The form entitled "Tender form – Prices" (point 6.2 of the Tender Specifications)** 4. **Information about subcontractors, where applicable** 5. **The filled out ESPD (point 3.6 of the Tender Specifications and (ANNEX B);** 6. **All documents pertaining to qualitative selection criteria. If an economic operator wishes to make use of the capacities of other entities (in particular subcontractors or independent subsidiaries) with regard to the criteria relating to technical and professional capacities, it must provide the contracting authority with proof that it will have the necessary resources, in particular by producing the commitment form (in Annex) of these entities for this purpose; (point 6.3 of the Tender Specifications and ANNEX A)** 7. **All the documents needed to assess the award criteria (point 3.7.1 and points 6.3, 6.4, 6.5 and 6.6 of the Tender Specifications)** 8. **Declaration on honour – Exclusion grounds 8 of the Tender Specifications)** |

1. SUBCONTRACTOR'S UNDERTAKING

**Subject-matter** **BEL22010-10073** "**Service contract for "Coaching cooperatives in Human Rights and Environmental Due Diligence (HREDD) ".**

I (we) the undersigned *(full name), ...........................................................................*

declare(s) that our (*company name*) ...........................................................

undertake(s), as subcontractor(s), to make all the means necessary for the performance of this project relating to **"Coaching cooperatives in Human Rights and Environmental Due Diligence (HREDD) "** available to the tenderer.

I/We accept performing the following services,

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Done at ......................, on …......

Name of the signatories

Capacity

Signature(s)

**Important notice:**

**The qualified electronic signature or manual signature on the submission report implies the signature of all the documents making up the tender except those relating to the tenderer's power of representation and to the contract deed(s) where applicable.**

1. ESPD

See the attachment to these Tender Specifications.

1. Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia. [↑](#footnote-ref-2)
2. Failing other identity documents: residence permit or diplomatic passport. [↑](#footnote-ref-3)
3. See table with corresponding denomination by country. [↑](#footnote-ref-4)
4. To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries. [↑](#footnote-ref-5)
5. National denomination and its translation in EN or FR if existing. [↑](#footnote-ref-6)
6. Registration number in the national register of companies. See table with corresponding denomination by country. [↑](#footnote-ref-7)
7. meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.). [↑](#footnote-ref-8)
8. National denomination and its translation in EN or FR if existing. [↑](#footnote-ref-9)
9. Registration number in the national register of the entity. [↑](#footnote-ref-10)
10. Lump sum 8 working hours [↑](#footnote-ref-11)
11. See 3.4.3 Items included in the price [↑](#footnote-ref-12)
12. Enabel may contact the references provided for verification purposes. [↑](#footnote-ref-13)
13. Enabel may contact the references provided for verification purposes. [↑](#footnote-ref-14)