



Tender Specifications

**Public service contract for "Coaching cooperatives in Human Rights and Environmental Due Diligence (HREDD)".**

Open Procedure (OP)

Navision code: BEL22010-10073

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## 1 General remarks

### 1.1 Derogations from the General Implementing Rules

Section 4 ‘*Specific contractual and administrative conditions*’ of these *Tender Specifications (CSC/Cahier Spécial des Charges)* holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.

These *Tender Specifications* derogate Article 26 of the *General Implementing Rules – GIR (Royal Decree of 14 January 2013)*.

### 1.2 Contracting authority

The contracting authority of this public contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels).

Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

In the context of this public contract, Enabel is represented by Jean Van Wetter, Managing director, and Danny Verspreet, Director of Finances & IT.

### 1.3 Institutional framework of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017;

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003<sup>1</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization<sup>2</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination

<sup>1</sup> Belgian Official Gazette of 18 November 2008.

<sup>2</sup> <https://www.ilo.org/global/standards/lang-en/index.htm>

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in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State,
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019.

## 1.4 Rules governing the public contract

The public contract is subject to Belgian law and is governed by the provisions of these Tender Specifications.

Without prejudice to other applicable legal, regulatory or contractual provisions, and insofar as they are not derogated from in these Tender Specifications, it is also subject to the following clauses and conditions:

- The law of 17 June 2016 on public procurement<sup>3</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>4</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>5</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement<sup>6</sup>;
- Circulars of the Prime Minister with regards to public procurement;
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be); Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR');
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

All subsequent amendments made to the aforementioned texts by provisions that entered into force no later than the day before the deadline for the submission of tenders are also applicable.

The tenderers' attention is also drawn to the fact that their tender may not contain or refer to general sales conditions contrary to the provisions of these Tender Specifications and the aforementioned legal and regulatory texts.

Belgian regulations on public procurement are available on the website <https://bosa.belgium.be/fr/themes/marches-publics/reglementation>.

<sup>3</sup> Belgian Official Gazette of 14 July 2016.

<sup>4</sup> Belgian Official Gazette of 21 June 2013.

<sup>5</sup> Belgian Official Gazette of 9 May 2017.

<sup>6</sup> Belgian Official Gazette of 27 June 2017.

The regulations specific to Enabel can be consulted on the website <https://www.enabel.be/who-we-are/integrity>

## **1.5 Processing of personal data**

The contracting authority undertakes to process the personal data that are communicated to it under the framework of this procedure with the greatest care, in accordance with legislation on the protection of personal data ((EU) General Data Protection Regulation, GDPR). Where the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said Law.

## **1.6 Confidentiality**

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/gdpr-privacy-notice/>

## **1.7 Deontological obligations**

Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public contracts for Enabel.

For the duration of the contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organization (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.



Any tender will be rejected and any (public) contract will be cancelled once it appears that contract awarding or contract performance induced the transfer of 'extraordinary commercial expenditure.' Extraordinary commercial expenditure is any commission that is not mentioned in the main contract or that does not result from a contract in good and due form referring to that contract, any commission that is paid for no actual legal service, any commission transferred into a fiscal paradise, any commission transferred to a beneficiary that is not clearly identified or to a company that obviously merely serves as a façade.

The contractor of the public contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any desk review or on-the-spot check which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have his contract cancelled or to be permanently excluded.

In accordance with Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management, complaints relating to issues of integrity (fraud, corruption, sexual exploitation and abuse, etc.) must be sent to the Integrity desk via [integrity@enabel.be](mailto:integrity@enabel.be).

## **1.8 Applicable law and competent courts**

The contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good completion of the public contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

## 2 Subject-matter and scope of the public contract

### 2.1 Type of contract

This public contract is a contract for services awarded through an Open Procedure in accordance with Article 36 of the Law of 17 June 2016 on public procurement.

### 2.2 Subject-matter of the public contract

This public service contract consists of the provision of **coaching in Human Rights and Environmental Due Diligence (HREDD)** for the benefit of **coffee, cocoa and cashew nut cooperatives** in accordance with the terms of these Tender Specifications.

The services are described in more detail in Part 5 of the Tender Specifications, entitled 'Terms of Reference'.

### 2.3 Lots

The contract comprises **13 lots** divided by area of expertise (specific coaching domains).

The coaching sessions will have to be delivered individually to each organisation.

The distribution of the lots is as follows:

<b>Coaching in Decent Work:</b> Raising awareness, strengthening and implementing <b>tools to promote decent work</b> (calculation of the living income gap, income-generating activities, inclusion of women entrepreneurs, etc.).					
Lot	Language of the lot	Country and location *	Value chain	Full name of the organisation	Legal status
1	FR	Côte d'Ivoire (Broukro Meagui, Nawa region)	Cocoa	Coopérative Agricole des Femmes Battantes de Broukro - CAF2B	Société Coopérative avec Conseil d'administration
2	FR	Democratic Republic of Congo (town of Bjutembo, North Kivu province)	Coffee	Coopérative Paysanne de Développement avec Conseil d'Administration - COOPAIDE	Société Coopérative avec Conseil d'administration

3	ENG	Uganda (Kabirizi parish, Kitabu sub-County; Central Division in Kasese Municipality)	Coffee	Rwenzori Organic Coffee Farmers Mountain Harvest Cooperative Society Limited	Primary Cooperative society Limited
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**Coaching in Traceability:** Raising awareness, strengthening and implementing **tools to, among others, meet the compliance requirements** of the European Deforestation Regulation - EUDR (monitoring, traceability, mapping, data collection, etc.).

Lot	Language of the lot	Country and location *	Value chain	Full name of the organisation	Legal status
4	FR	Côte d'Ivoire (Tiassale)	Cocoa	Société coopérative Equitable du Bandama - SCEB	Société Coopérative avec Conseil d'administration
5	FR	Cote d'Ivoire (Tonkpi Region, Danané Department)	Cocoa	Société coopérative avec conseil d'administration Global Crop Agroconseil - GCAC COOP-CA	Société Coopérative avec Conseil d'administration
6	FR	Côte d'Ivoire (Bangolo)	Cocoa	Société Coopérative BARA Agricole de Bangolo	Société Coopérative avec Conseil d'administration
7	FR	Côte d'Ivoire (Biankouma)	Cocoa	Société Coopérative BARA Agricole de Biankouma	Société Coopérative avec Conseil d'administration
8	FR	Côte d'Ivoire (Duekoué)	Cocoa	Société Coopérative BARA Agricole de Duekoué	Société Coopérative avec Conseil d'administration
9	FR	Côte d'Ivoire (Duekoué)	Cocoa	Coopérative Agricole Nan Etitinou de	Société Coopérative avec Conseil d'administration

				Kranzadougou - COOPANEK	
10	FR	Côte d'Ivoire (Man)	Cocoa	Société Cooperative avec Conseil d'Administration Yeyasso De Man - YEYASSO	Société Cooperative avec Conseil d'Administration
11	FR	Côte d'Ivoire (San Pedro)	Cocoa	Union des Producteurs Agricoles de San Pedro - UPAS	Société Cooperative avec Conseil d'Administration
12	FR	Democratic Republic of Congo (Bishange)	Coffee	Cooperative Agricole Tujenge Kivu - CAT KIVU	Société Coopérative avec Conseil d'administration
13	FR	Burkina Faso (Orodara)	Cashew nut	Société Coopérative avec Conseil d'Administration Coopérative Agricole du Kéné Dougou - COOPAKE	Société Coopérative avec Conseil d'administration

**\* Note on location:** Coaching must be provided on the premises of the organisation benefitting from the coaching. Before each departure, Enabel will assess the security situation. If the organisation's premises are located in an area where the security conditions are not met, the participants of the coaching may be moved to another location, defined by Enabel, in order to benefit from the coaching session (e.g. in a meeting room of a hotel in a large city).

The tenderer may submit a tender for one or several lots. A tender for part of a lot is inadmissible.

**The tenderer must propose only one expert for a given lot.**

The tenderer may propose the same expert for several lots.

The same expert may not be proposed for the same lot by different tenderers.

The same expert may be proposed for different lots by different tenderers.

**In the case of tenders for several lots, the tenderer may not offer discounts or better conditions in his tender if he is awarded several lots.**

## 2.4 Duration of the public contract

For each of the lots, the public contract commences on award notification and has a **total duration of a maximum of 36 months (2025-2026-2027)**.

Each cooperative, if it is diligent and conditions permit, will have a complete coaching trajectory lasting 3 years (from the beginning of 2025 to the end of 2027). In this case, the coach will have at least 2 coaching sessions per year per cooperative. The sessions will last between 2 and 5 days. At the beginning of the trajectory, we recommend 5-day sessions, but towards the end, the coach could organise shorter but more regular sessions, depending on the needs on the ground.

Each coaching session includes one day of preparation and one reporting day.

All coachings will **end on 31 December 2027** at the latest.

For more details, see point 3.7 "Deadlines and provisions".

## **2.5 Blocks**

Each lot of the public contract comprises a fixed block (first coaching session) and several conditional blocks (at least 4 other coaching sessions).

Though contract conclusion pertains to the whole of the lot, it only binds the contracting authority for the fixed block. By submitting a tender, the service provider undertakes to perform the fixed block and any of the conditional blocks that the contracting authority orders. The contracting authority decides on having each conditional block performed and notifies the service provider thereof in accordance with the modalities given in the initial procurement documents.

## **2.6 Variants and options**

No variants are required or authorised.

Free variants are forbidden.

No options are required or authorised.

Free options are forbidden.

## **2.7 Quantities**

This public contract is a price-schedule public contract. The unit prices for the various items are flat rate prices.

Orders will be paid for on the basis of the services actually ordered and delivered.

See part 5 ('Terms of Reference') of these Tender Specifications.

## 3 Award procedure

### 3.1 Award procedure

This public contract is awarded in accordance with Article 36 of the Law of 17 June 2016 via an open procedure.

### 3.2 Publication

#### 3.2.1 Official notification

This public contract is published in the Belgian Public Tender bulletin (BDA) and in the Official Journal of the European Union (OJEU).

#### 3.2.2 Semi-official notification

This public contract is also published on the OECD website and on the Enabel website ([www.enabel.be](http://www.enabel.be)).

### 3.3 Information

The awarding of this public contract is coordinated by **Ms. Erika PATIÑO, Contract Expert, and Ms. Marie SCULIER, Procurement Partner**. Throughout this procedure, all contacts between the contracting authority and interested economic operators about this public contract will exclusively pass through these persons. Interested economic operators are prohibited to contact the contracting authority in any other way with regards to this public contract, unless otherwise stipulated in these Tender Specifications.

Interested economic operators may ask questions concerning the Tender Specifications and the public contract **up to 10 working days** before the deadline for the submission of tenders. Questions should be submitted via the "forum" at <https://www.publicprocurement.be/>. The contracting authority will publish the answers on the forum as soon as possible and, at the latest, **5 working days** before the deadline for submission of tenders. Tenderers are advised to regularly check this forum.

***Until the notification of the award decision no information will be given about the evolution of the procedure.***

Tenderers are expected to submit their tenders after having read and taken into account any corrections made to the Tender Specifications that are published on the e-Procurement platform.

In accordance with Article 81 of the Royal Decree of 18 April 2017, if an economic operator finds errors or omissions in the procurement documents, which make it impossible to him to establish prices or make a comparison of tenders ineffective, he will immediately report these in writing to the contracting authority. The latter is in any case notified no later than 10 days before the deadline date for the submission of tenders.

## 3.4 Tender

### 3.4.1 Data to be included in the tender

Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016, which are applicable to this award procedure.

The tenderers must use the tender form in annex. In case this form is not used, they are fully responsible for the perfect concordance between the documents they have used and said form.

The tender and the annexes to the tender form are drawn up in French, Dutch or English.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

### 3.4.1 Period the tender is valid

Tenderers remain bound by their tender for a period of **120 calendar days**, as from the deadline date of tender reception.

### 3.4.2 Method for determining the prices

All prices given in the tender form must obligatorily be quoted in EURO.

This public contract is a price-schedule contract, which means that the unit prices of the various items are flat rate prices. The price to be paid will be obtained by applying the unit prices quoted in the inventory to the quantities actually performed.

Orders will be paid for on the basis of the services actually ordered and delivered.

In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices conduct an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

### 3.4.3 Elements included in the price

#### 1. Day rate

The tenderer is supposed to include in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The tenderer will propose his day rates in euros, excluding VAT.

Following costs are included in the price.

- honorary fees;
- participation in meetings;
- administrative management and secretariat;
- all transport costs in the country of residence / country of departure of the expert (to and from the airport or railway station for service activities, to the embassy to get necessary visa...);
- passport, visa and border crossing fees;

- vaccination costs, medical costs (preventive or otherwise) and costs relating to tests (for example, when a covid test is required);
- parking costs in the country of residence / country of departure of the expert;
- all accommodation costs in the country of residence / country of departure of the expert for service activities or to go to the embassy to get necessary visa;
- communication costs (including internet);
- administrative management and secretariat;
- insurance;
- cost of documentation pertaining to the services;
- photocopying and printing costs;
- production and delivery of documents or records associated with the performance of the services;
- any costs and charges for staff or equipment needed to perform this procurement contract;
- the copyright fees;
- the purchase or leasing of third-party services needed for the performance of the procurement contract;
- packaging;
- training required for operation;
- where applicable, the measures imposed by occupational safety and worker health legislation;
- customs and excise duties for equipment and products used.

This list is provided for illustrative purposes only and is by no means exhaustive.

The following costs must **not** be included in the unit prices (day rates) quoted:

## **2. Per diem**

The tenderer indicates in his tender a lump sum to cover the costs of accommodation, meals and drinks (daily amount in Euros, excluding VAT).

This amount will be applicable for the days for which the service provider has to book accommodation on the field. For the days that the service provider is in the field but does not need to book accommodation (for example, days when they take a night flight), only 50% of the per diem will be granted.

Per diems will be reimbursed on the basis of a work schedule attached to the invoice, agreed in advance by the managing official (i.e. schedule validated before departure for the field).

Per diems will be taken into account when comparing the tenders.

## **3. Reimbursable expenses**

### **a. International travel costs**

In addition to the unit prices for fees and per diems, the tenderer must indicate in his tender an estimate of the maximum amount for international transport costs (one return journey).

The service provider will plan its work in the field in such a way as to limit to a strict minimum travel costs by grouping different coaching sessions as much as possible, in case several organisations (lots) have been awarded to him.

International and local flight costs are reimbursed at the actual cost in economy class upon presentation of the original flight ticket. The itinerary will be chosen according to the most logical combination of:

- The lowest fare;



- The most acceptable route;
- The travel dates for services performed for Enabel only.

Flight travel costs will be reimbursed upon presentation of the original supporting document attached to the invoice. Additional options will not be reimbursed (e.g. choice of seat, extra legroom, etc.).

These costs will not be taken into account when comparing the tenders.

Domestic travel costs in the service provider's country of residence/country of departure are not reimbursed (to and from the airport, train station, embassy, car park, etc.).

**b. Other accepted costs (where applicable)**

Costs linked to service delivery can be reimbursed upon presentation of the original supporting document attached to the invoice. The following costs are accepted (if applicable):

- Local transport in the country of destination or transit countries;
- Lease of a meeting room when coaching cannot take place on the organisation's premises for practical or security reasons (to be agreed in advance with Enabel);

At least, the type of costs will be given in the tender as well as the estimated amount, if known.

These other costs will not be taken into account when comparing the tenders.

The cost of issuing a passport, visas, border crossing formalities, medical expenses (whether preventive or not), etc. are not reimbursed and must be included in the day rate/unit price.

**Please note:**

- The unit prices (in the field and/or home-based and/or at Enabel's head office) are paid for all effective working days, even if it is a weekend day or a public holiday, in accordance with the work planning which is attached to the invoice and which was accepted in advance (prior to service delivery) by the managing official.
- For each coaching session (i.e. per organisation coached), the service provider will charge a maximum of 1 day for preparation and a maximum of 1 day for reporting.
- International or local travel days are not considered working days. Consequently, unit prices (day rates) do not apply, unless the service provider devotes the day of preparation/reporting to it;
- Per diems are applicable for days for which the service provider must book accommodation on site. For the days that the service provider is in the field but does not need to book accommodation (for example, days when they take a night flight), only 50% of the per diem will be granted.
- As a general rule, the costs of organising the coaching sessions and/or workshops will be borne by the beneficiary organisation (provision of a training room, refreshments, blackboard, flip chart paper, overhead projector if available, etc.). Specific coaching aids (post-its, coaching materials, etc.) must be provided by the service provider and these costs are included in the unit price.

### 3.4.3.1 Taxes and other levies

The service provider includes in his prices any charges and taxes generally applied to services, with the exception of VAT.

VAT is recorded as a separate section in the inventory.

For the purposes of this public contract, it must be assumed that the service provider is based in Belgium.

Services are therefore subject to:

- Belgian VAT for a Belgian service provider
- VAT in the service provider's country of origin for a European Union service provider
- In principle, no VAT is charged on any service provider from outside the European Union (unless local legislation provides otherwise).

Please note that Enabel is neither VAT identified for nor subject to VAT.

Where the service provider is located in Belgium, Withholding Tax does not apply to this public contract.

## 3.5 Submission and opening of tenders

### 3.5.1 Electronic submission of tenders

The tenderer may only submit one tender per lot.

The tenderer submits his tender as follows:

**In accordance to applicable regulations for means of communication, only tenders submitted by electronic means via the e-procurement platform are accepted.**

To create your account, simply follow the 2 steps below:

1. Register as a new user: [https://bosa.service-now.com/eprocurement?id=kb\\_article\\_view&sys\\_kb\\_id=519d37fedb554a1cc3560474f39619a7](https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=519d37fedb554a1cc3560474f39619a7)
2. Register your company: [https://bosa.service-now.com/eprocurement?id=kb\\_article\\_view&sys\\_kb\\_id=850646ad1b2bb1543ff06421b24bcb6](https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=850646ad1b2bb1543ff06421b24bcb6)

For instructions on submitting tenders via the vault, please check the following: [https://bosa.service-now.com/eprocurement?id=kb\\_article\\_view&sysparm\\_article=KB0010799](https://bosa.service-now.com/eprocurement?id=kb_article_view&sysparm_article=KB0010799)

Documents must be in the .pdf format or equivalent.

Further information can be obtained on the site: <https://www.publicprocurement.be/> or by calling the e-Procurement department helpdesk: (+32) (0) 2 740 80 00 or e-mail [e.proc@publicprocurement.be](mailto:e.proc@publicprocurement.be).

The tenderers' attention is drawn to the fact that their tender may not contain or refer to general sales conditions contrary to the provisions of these Tender Specifications and the aforementioned legal and regulatory texts. If this is the case, the tender may be considered to be materially irregular and the contracting authority may reject it for that reason alone.

By submitting his tender, the tenderer undertakes to comply with the clauses contained in these Tender Specifications. The proposals submitted by the tenderer in response to the contractual Tender Specifications BEL22010-10073 "Coaching cooperatives in Human Rights and Environmental Due Diligence (HREDD)" 18

clauses or additional questions asked by the contracting authority constitute commitments on his part. The content of his tender forms an integral part of the public contract, as do the details he provides in response to any requests for clarification.

By submitting the tender, the tenderer also acknowledges that he has obtained all the information he requires and that he has drawn up his tender with full knowledge of the facts, nothing being vague or unknown to him.

The tenderer clearly designates in his tender which information is confidential and may therefore not be divulged by the contracting authority.

By submitting his tender, the tenderer acknowledges:

- Having read all the procurement documents;
- Being aware of the scope and specifics of public contract performance;
- Having received all the information, he required;
- Having made all the comments and asked all the questions he considered necessary, both for the preparation and submission of his offer and for the actual performance of the public contract;
- Not having discovered any errors and/or defects in the procurement documents which, by their nature, would make it impossible to calculate the price and compare the tenders;
- Having calculated the price of his offer with full knowledge of the facts;
- Having calculated the amount of his tender, taking account of this knowledge of the public contract and providing the necessary means for excellent performance of the public contract;
- Accepting all the clauses of these procurement documents, even if they differ from his own invoicing and/or sales conditions (where the tenderer indicates other invoicing and/or sales conditions, these will not apply).

### 3.5.2 Signing the tender

In accordance with Article 42, §1, the tenderer does not have to sign the tender, its annexes and the ESPD individually. These documents are signed globally by affixing a signature to the relevant submission report. This must be signed by the qualified electronic signature of the tenderer's legal representative (or agent).

**When the submission report is signed by a mandatory, he or she must clearly indicate whom he or she represents. The mandatory attaches the electronic act or private act granting them their powers or a scanned copy of the power of attorney or any other document demonstrating that the signatory of the submission report is competent to bind the tenderer with regard to third parties.**

If a tender is submitted by a **group of economic operators**, each economic operator in the group must provide an electronic signature qualified by an authorised person or persons.

**The contracting authority reminds tenderers that a signature on paper that has been scanned is not an admissible electronic signature.**

By transferring his tender by electronic communication means, the tenderer accepts that the data of his tender are registered by the reception device. Any request for participation or tender must arrive before the final submission date and time. Requests for participation or tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

**The qualified electronic signature of the submission report constitutes the signature of all the documents making up the tender, with the exception of those relating to the tenderer's power of representation and the commitment act, where applicable.**

### **3.5.3 Change or withdrawal of a tender that has already been submitted**

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be clearly indicated. Any withdrawal must be unconditional.

The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

When the tender is submitted via the e-procurement vault, the tender is modified or withdrawn in accordance with Article 43, §2 of the Royal Decree of 18 April 2017.

Thus, modifying or withdrawing a tender after the submission report has been signed requires a new submission report to be signed in accordance with paragraph 1.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

Where the submission report issued following modification or withdrawal as referred to in clause 1 is not signed as referred to in paragraph 1, the modification or withdrawal is automatically void. This nullity applies only to the modifications or withdrawal, not to the tender itself.

### **3.5.1 Opening of tenders**

Tenders will be opened **on the date and at the time stipulated in the procurement documents.**

### **3.5.2 Use of languages**

Tenderers may submit their tenders in French, English or Dutch.

### **3.5.3 Group of operators**

If the tender is submitted by a group of economic operators, the tender contains the following information:

- The designation of one operator, member of the group, representing the group vis-à-vis the contracting authority;
- Proof of a joint and several commitments between the members of the consortium;
- Listing, for each member of the group, of the name, first name, capacity or profession, nationality and domicile or, in the case of a legal person, its social purpose or corporate name, its legal form, its nationality, its registered office, its e-mail address and its enterprise number;

### **3.5.4 Documents to be attached to the tender**

The following documents or information must be attached to the tender:

- 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 special 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 filled out 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 (point 6.8 of the Tender Specifications).**

## 3.6 Selection of tenderers

### 3.6.1 European Single Procurement Document (ESPD)

In accordance with Article 73, §1 of the Law of 17 June 2016, when submitting his tender the tenderer shall produce the ESPD, which consists of a declaration on honour, by which the tenderer officially declares on honour:

1° he is not in one of the mandatory or facultative exclusion cases, which must or may lead to his exclusion;

2° he fulfils the selection criteria established by the contracting authority in this public contract.

The tenderer submits a completed ESPD in accordance with **the following guidelines**, together with any necessary annexes as appropriate.

This form, as pre-established by the contracting authority, can be completed online, downloaded and must be attached to the tender.

The ESPD(s) must be drawn up in French or in Dutch or in English (**Annex - ESPD**), duly completed and introduced, where applicable, by:

- a) **the economic operator participating on an individual basis** and not relying on the capacities of other entities to meet the selection criteria: an ESPD
- b) **the economic operator participating on an individual basis and relying on the capacities of one or several other entities:** an ESPD for the principal economic operator and a separate EDPS for each entity he relies on (comprising the relevant information on the latter)
- c) **in the case of joint participation by a group of economic operators**, including a temporary association: a separate ESPD for each of the participating economic operators

#### A) ESPD, III: Exclusion grounds

The grounds for exclusion set out in sections A, B and C of this part are set out in Articles 67 to 69 of the Law of 17 June 2016 and more fully detailed in Articles 61 to 64 of the Royal Decree of 18 April 2017.

**ESPD, III, A: Grounds relating to criminal convictions**

The tenderer must provide an extract from the criminal record, in the name of the tenderer (in the case of a group of economic operators, in the name of each member of the group of economic operators) **and in the name of the members of the administrative, management and supervisory bodies** of the tenderer or an equally valid document issued by a court or government authority in the country of origin; said extract must show that the tenderer concerned has not been convicted by a judgment having the force of res judicata for of:

- involvement in a criminal organisation
- corruption
- fraud
- terrorist offence, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
- money laundering or financing of terrorism
- child labour and other trafficking in human beings
- employment of foreign citizens under illegal status.

The criminal record must be dated **no more than 6 months** before the date of submission of the tender.

For this purpose, the candidate or tenderer proves on his own initiative that he has paid or undertaken to pay compensation for any prejudice caused by the criminal offence or the fault, clarified totally the facts and circumstances by collaborating actively with the authorities in charge of the enquiry and taken concrete specific technical, organisational and personnel measures to prevent a new criminal offence or a new fault.

**ESPD, III, B: Exclusion grounds relating to the payment of taxes or social security contributions**

The tenderer must be in good standing:

- With regard to his obligations concerning the payment of social security contributions, up to and including the last calendar quarter due before the deadline for the application for participation;
- In relation to his professional tax obligations for the last tax period completed before the deadline for receipt of tenders;

The contracting authority will ask the tenderer, if necessary, at any time during the procedure, to provide all or part of the supporting documents, if necessary to ensure the smooth proceeding of the procedure. The tenderer is not required to submit any supporting documents or other evidence if and to the extent that the contracting authority has the possibility to directly obtain certificates or relevant information by accessing a free national database in a Member State.

For Belgian tenderers and for each member of the team, the contracting authority uses the "Telemarc" application to check the tenderer's social security and tax debt situation.

**ESPD, III, C: Grounds relating to insolvency, conflicts of interests or professional misconduct**

These grounds are:

- The tenderer has failed to fulfil its obligations in the areas of environmental, social and labour law as referred to in Art. 7 of the Law of 17 June 2016;
- 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.

- The tenderer has committed serious professional misconduct;
- The tenderer's assets are managed by an administrator or a court;
- The tenderer has ceased business;
- The tenderer has committed acts, entered into agreements or colluded with a view to distorting competition within the meaning of Article 5, paragraph 2 of the Law of 17 June 2016;
- The tenderer is aware of a conflict of interest, within the meaning of Article 6 of the Law of 17 June 2016, created by its participation in the procurement procedure which could not be remedied by other less intrusive measures ;
- The tenderer has been advised by the contracting authority or has been involved in the preparation of the procurement procedure, as referred to in Article 52 of the Law of 17 June 2016, and it is not possible to remedy the resulting distortion of competition by other, less intrusive measures;
- significant or persistent failures by the tenderer were detected during the execution of an essential obligation incumbent on him in the framework of a previous public contract, a previous contract placed with a contracting authority or a previous concession, when these failures have given rise to measures as of right, damages or another comparable sanction;
- The tenderer is seriously guilty of misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, has hidden this information or is not in a position to submit the supporting documents required; or
- The tenderer has applied undue influence on the decision-making process of the contracting authority or has undertaken to obtain confidential information likely to give him an unfair advantage in the award procedure, or has provided, through negligence, misleading information likely to have a decisive influence on the exclusion, selection or award decisions.

**B) ESPD, IV: Qualitative selection criteria**

Economic operators must complete the points listed below.

The tenderer may make use of the qualification(s) or experience of a subcontracting company provided that this/these qualification(s) or experience is/are accompanied by a deed of undertaking in its favour from the company holding the qualification(s) or experience concerned, to carry out the assignment concerned by the qualification(s) or experience (**Annex B**).

**ESPD, IV, C : Technical and professional capacity (details see point 6.3. of the specifications)**

The contracting authority shall verify prices in accordance with Article 73 of the Royal Decree of 18 April 2017.

- He must complete the ESPD and answer the question in part II, C, of the ESPD;
- Each of these third parties must also complete a separate ESPD (part II, sections A and B and III).

Where a grouping of economic operators, including where it is a joint venture, participates together in the contract award procedure, a separate ESPD indicating the information required under Parts II to IV must be submitted for each of the participating economic operators.

The members of the temporary association venture must also indicate in part II.B. of the ESPD which of them will represent the temporary association vis-à-vis the contracting authority.

If the tenderer uses subcontractors (without relying on the capacities of third parties), he must complete Part II, Section D of the ESPD and provide the information requested in Parts II, Sections A and B and III for each subcontractor.

### **3.7 Modalities relating to tender examination and regularity of the tenders**

Before starting the evaluation and comparison of the tenders, the contracting authority examines their regularity.

The tenders must be drawn up in such a way that the contracting authority can make a selection without starting negotiations with the tenderer. For this reason, and in order to be able to assess the tenders fairly, it is essential that the tenders be completely in conformity with the provisions of the Tender Specifications, both formally and materially.

The substantially irregular tenders are excluded.

A substantial irregularity is such as to give a discriminatory advantage to the tenderer, to distort competition, to prevent the evaluation of the tenderer's tender or its comparison with the other tenders, or to render non-existent, incomplete or uncertain the commitment of the tenderer to perform the contract under the conditions laid down.

The following irregularities are deemed substantial:

1° failure to comply with environmental, social or labour law, provided that such non-compliance is punishable by law

2° failure to comply with the requirements of Articles 38, 42, 43, §1, 44, 48, §2, clause 1, 54, §2, 55, 83 and 92 of the Royal Decree of 18 April 2017 and of Article 14 of the Law, insofar as they contain obligations vis-à-vis the tenderers;

3° failure to comply with the minimum requirements and the requirements that are indicated as substantial in the procurement documents;

4° tenders that do not bear an original handwritten signature on the tender form.

The contracting authority will also declare void any tender that is affected by several non-substantial irregularities which, by reason of their accumulation or combination, are capable of having the same effect as described above (in accordance with Article 76 of the Royal Decree of 18 April 2017).

**Conflicts of interest-Revolving doors mechanism** (Art. 51 A.R. 18/04/2017).

Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law, a conflict of interest is also considered any ('revolving doors') situation in which a natural person who has worked for a contracting authority as an internal staff member, whether in a hierarchy relation or not, as a concerned civil servant, public officer or any other person linked whatsoever to the contracting authority, would later intervene under a public contract awarded by this contracting authority and where a relation exists between the former activities that the above person conducted for the contracting authority and the activities he or she conducts under the contract.

The application of above-mentioned provision is limited however to a two-year term from the resignation of said person or any other type of termination of the former activities.

#### **3.7.1 Award criteria - valid for all lots**



For each lot, the contracting authority selects among selected admissible tenders the tender that it finds to be most advantageous, taking account of the following criteria:

**First award criterion - Price (20 points)**

In order to assess this criterion, the tenderer must complete the tender form referred to in point 6.2 of the Tender Specifications.

The tender with **the lowest price per day (day rate + per diem)** obtains the maximum number of points for the criterion concerned.

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

**"International travel expenses" and "other reimbursable expenses" are not taken into account when comparing tenders. See article 3.4.2 Elements included in the price.**

For other tenders, this criterion will be assessed on the basis of the following proportionality rule:

$$B = [P(\text{lowest})/P(\text{tender})] \times Z$$

Where:

- B = the number of points obtained by the tender examined;
- P(lowest) = the amount of the lowest regular tender;
- P(tender) = the amount of the tender examined;
- Z = the weighting of the item concerned.

With regard to VAT, please note that services are subject to:

- Belgian VAT for a Belgian service provider
- VAT in the service provider's country of origin for a European Union service provider
- In principle, no VAT is charged on any service provider from outside the European Union (unless local legislation provides otherwise).

**Tenders will be compared inclusive of VAT.**

**The contracting authority draws tenderers' attention to the fact that the day rate 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.**

**Second award criterion - Expertise (40 points)**

For each expert proposed, the tenderer must enclose with his tender:

- The table detailing the expert's profile (see point 6.4 of the Tender Specifications) ;
- The expert's Curriculum Vitae.

For each sub-criterion, the experts who meet the criteria will automatically be awarded 50% of the points. Experts who exceed these criteria will receive a score of between 50% and 100%. The points obtained by each expert will be added together and the profiles submitted will be averaged.

Sub-criteria	Required criteria	Points
Sub-criterion 1 - Demonstrated expertise in areas related to human rights and/of environmental due diligence	At least 1 years of proven expertise	30 points

(decent work, decent income, living income gap, traceability, and/or any other subject mentioned in the Terms of Reference (see chapter 5)).		
Sub-criterion 2 - Practical knowledge of how producers' organisations/cooperatives work.	At least 2 proven experiences	10 points

### **Third award criterion - Similar services - 20 points**

For each expert proposed, the tenderer must enclose with his tender the two completed presentation forms for similar services (see points 6.5 and 6.6 of the Tender Specifications).

These sheets should detail the coaching methodology and the tools/techniques used, the content of the coaching sessions, the subjects covered, the reports produced and the outputs/results achieved.

Experts who meet the required criteria will automatically be awarded 50% of the points. Experts who exceed these criteria will receive a score of between 50% and 100%. The points obtained by each expert will be added together and the profiles submitted will be averaged.

<b>Criterion</b>	<b>Required criteria</b>
Relevant assignments/experience in participative coaching of individuals or groups	At least 2 proven assignments/experiences.  The tenderer shall enclose with the tender a certificate of satisfactory performance / good execution signed by the customer.

### **Fourth award criterion - Methodology - 20 points**

Tenderers must include a methodological note of two pages maximum based on the following fictitious case:

*"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."*

#### **3.7.2 Final score**

The scores for the award criteria will be added up. The public contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the verification shows that the Declaration on honour corresponds with reality.

In view of transparency, Enabel undertakes to annually publish the list of contractors of its public contracts. By submitting tender, the contractor of the public contract declares agreeing with the publication of the contract title, the nature and subject-matter of the contract, his name and location as well as the value of the contract.

### **3.8 Awarding the public contract**

The public contract lots will be awarded to the tenderers who have submitted the most economically advantageous regular tender on the basis of the best quality/price ratio and on the basis of the award criteria set out in point 3.7.1 of the Tender Specifications.

In accordance with Article 85 of the Law of 17 June 2016, the completion of a procedure in no way implies an obligation to award a public contract. The contracting authority may either decide not to award all or part of the lots of the public contract, or redo the procedure, if necessary, through another award procedure, without having to pay compensation to tenderers for any reason whatsoever.

The contracting authority also reserves the right to award only (a) certain lot(s) and to decide that the other lots will be the subject matter of one or more new contracts, if necessary, according to another award procedure in accordance with Article 58 §1, third paragraph.

### **3.9 Exclusive rights**

Conclusion of this public contract confers no exclusive rights to the contractor. Enabel may, during the validity term of this contract, have other service providers or its own departments deliver services that are identical or similar to those referred to in these Tender Specifications. Consequently, the contractor may not lay claim to the payment of any sort of compensation.

## 4 Specific contractual and administrative conditions

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

These Tender Specifications derogate from Article 26 of the General Implementing Rules.

### 4.1 Managing official (Art. 11)

The managing official is Lawako Dieudonné SOW, e-mail: [dieudonne.sow@enabel.be](mailto:dieudonne.sow@enabel.be).

Once the public contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the public contract will be addressed to him, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the public contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the public contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the public contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the contract are not part of the competence of the managing official. For such decisions, the contracting authority is represented as stipulated under the point Contracting authority.

Under no circumstances is the managing official allowed to modify modalities (e.g. delivery deadlines) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement derogating the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

### 4.2 Subcontractors (Art. 12 to 15)

#### 4.2.1 General remarks

Except with the express prior agreement of the contracting authority, the service provider may not entrust all or part of the assignment described in these Tender Specifications to a subcontractor other than the one announced in his tender.

Where all or part of the public contract services are entrusted to one or more subcontractors, the contractor remains, in all cases, solely liable to the contracting authority.

The contractor will be responsible for the management and coordination and bear the costs of their fees and all related costs.

No later than the start of performance of the contract, the contractor must provide the contracting authority with the following information: the name, contact details and legal representatives of all subcontractors, regardless of the extent to which they participate in the subcontracting chain and regardless of their place in this chain. Throughout the course of the public contract, the contractor is required to inform the contracting authority without delay of any changes to this information and

of the information required for any new subcontractor who subsequently participates in these services.

A subcontractor is forbidden to subcontract the whole of the public contract entrusted to it.

#### **4.2.2 Replacement of a team member**

The contractor may propose the replacement of an expert provided the following conditions and modalities are respected.

The contractor submits to the managing official the Curriculum Vitae of the expert and the latter's agreement to perform services on behalf of the economic operator in question.

The proposed expert:

- Must meet the selection criteria and satisfy the requirements set out in part 5 of these Tender Specifications (Terms of Reference);
- Cannot be an expert proposed for the same lot.

A replacement will only be accepted if the new expert meets these two conditions.

The contracting authority reserves the right to accept or reject the new expert, even if he or she meets the two conditions defined above.

If the new expert is not accepted, the participant may either retain one of the experts initially proposed or propose a new profile.

### **4.3 Protection of personal data**

#### **4.3.1 Protection of personal data by the contracting authority**

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said Law.

#### **4.3.2 Protection of personal data by the contractor**

##### Protection of personal data by the contractor in his capacity as subcontractor

Where during contract performance, the contractor processes personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation, the following provisions apply:

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28 §3 of the GDPR).

To this end, by submitting his tender, the tenderer agrees to comply with the obligations detailed in Annex 6.4 of these Tender Specifications.

#### **4.4 Intellectual property (Art. 19 to 23)**

The contracting authority acquires the intellectual property rights created, developed or used during performance of the public contract.

This public contract is a purchase order public contract under the terms of which the contractor acknowledges that he transfers to the contracting authority all economic rights relating to copyright in all the works covered by the contract (including texts, documents and graphics attached thereto or incorporated therein, all preparatory work, etc.) which are from his or his team's hands. If they are the work of third parties, the contractor guarantees that he has acquired all exclusive rights and that he can transfer them to the contracting authority.

The costs of transferring these rights for all modes and forms of exploitation that are transferred are fully included in the prices of the public contract.

In no case may the service provider claim any special indemnity, compensation or damages for the use, in the performance of this public contract, of patents, licences, copyrights, etc., for which it is assumed that he has taken into account the charges resulting from such use when drawing up his tender.

It is further specified that the contracting authority is under no obligation to pay anything whatsoever to any third party holding (and/or exploiting) a patent, licence, etc. used in the performance of this public contract. The contractor is in all cases solely responsible for his own performance processes, even if the requirements of this public contract only indirectly indicate that the use of a patent, licence, etc. is necessary for the proper performance of the services covered by these Tender Specifications.

In short, any patent rights, licences, royalties, copyright or other costs are the responsibility of the contractor, who remains solely liable in the event of any claim.

#### **4.5 Conflicts of interests**

As part of the fight against conflicts of interests, in particular in view of avoiding revolving doors mechanisms as defined in the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, the tenderer shall refrain from relying on any former (internal or external) collaborator(s) of the contracting authority, within two years from their resignation, retirement or any other type of departure from the contracting authority, for whatever reason, directly or indirectly, for the elaboration and/or submission of its tender or any other intervention under the award procedure or for tasks to be conducted as part of the performance of this public contract.

The above provision does however only apply when there is a direct link between the preceding activities conducted for the contracting authority by the person(s) concerned and their activities in this public contract.

Any breach of this measure liable to distort the normal conditions of competition is subject to a sanction in accordance with the provisions of Article 6 of the Law of 17 June 2016 on public procurement. In concrete terms, this sanction, depending on the case, consists of discarding the tender or terminating the public contract.

#### **4.6 Respect of environmental, social and labour law**

The contractor must respect and have any person acting as a subcontractor at any stage of the public contract and by any person seconding personnel for the performance of this public contract respect all obligations applicable in the domains of environmental, social and labour legislation under European Union regulations, national law, collective agreements or international environmental, social and labour provisions listed in Annexe II of the Law of 17 June 2016.

#### **4.7 Zero tolerance Sexual Exploitation and Abuse**

In application of Enabel's Policy regarding Sexual Exploitation and Abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

In the event of a breach, the contracting authority may impose a lump-sum fine for each infringement, which may be up to three times the amount obtained by adding the (estimated) values of the benefit offered to the employee and the benefit that the contractor hoped to obtain by offering this benefit to the employee.

The contracting authority will decide on the application and amount of this fine.

This clause applies independently of the measures provided for by the Royal Decree of 14 January 2013, namely, in particular, unilateral termination of the contract and/or exclusion for a fixed period in the context of future public contracts launched by the contracting authority.

#### **4.8 Performance bond (Art. 25 to 33)**

For this contract no performance bond is required.

#### **4.9 Changes to the public contract (Art. 37 to 38/19)**

Under Articles 38 et seq. of the Royal Decree of 14 January 2013, public contracts may not be amended without a new award procedure, except in the cases provided for in Articles 38/1 (additional services), 38/2 (events unforeseeable by the contracting authority), 38/3 (replacement of the contractor), 38/4 (changes of minor nature) and 38/5 and 38/6 (non-substantial changes).

These Tender Specifications also includes the following re-examination provision:

- Taxes affecting the value of procurement (Art. 38/8)
- Unforeseeable circumstances to the disadvantage the contractor (Art. 38/9)
- Unforeseeable circumstances in favour of the contractor (Art. 38/10)
- Facts of the contracting authority and the contractor (Art. 38/11)
- Compensation following suspensions ordered by the contracting authority and incidents during the procedure (Art. 38/12).

A decision of the Belgian State to terminate cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this public contract, Enabel will do everything reasonable to obtain a maximum damage sum.

#### **4.9.1 Replacement of the contractor (Art. 38/3)**

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of the supplies and services already delivered, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the public contract.

#### **4.9.2 Revision of prices (Art. 38/7)**

For this public contract, price revisions are not permitted.

#### **4.9.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)**

The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly when it considers that the contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

The contractor has a right to damages for suspensions ordered by the contracting authority when, combined:

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and precisely describes their impact on the progress and cost of the contract.

#### **4.9.4 Unforeseeable circumstances**

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or



cease activities which implies therefore the financing of this public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

#### **4.10 Preliminary technical acceptance (Art. 42)**

The contracting authority reserves the right to request an activity report at any time of the assignment from the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

#### **4.11 Performance modalities (Art. 146 et seq.)**

##### **4.11.1 Deadlines and terms (Art. 147)**

Each **coaching session lasts an indicative 5 days**, consecutively or not, in the field or remotely, plus **2 days** (one day for preparation and one day for reporting). **There may be 3 to 6 months between the end of one session and the start of the next**, giving participants time to implement the points discussed at the previous session, to take new steps in response to the ideas discussed, to conduct research, to prepare for the next session, etc.

The services must be performed within a period **of 36 months** for each lot from the day following that on which the service provider received notification of the conclusion of the public contract and end no later than 31 December 2027.

The lifting or ordering of the conditional block, i.e. the "GO" to conduct the next coaching session, is given by the managing official by e-mail, following approval of the report on the previous coaching session.

##### **4.11.2 Place where the services must be performed and formalities (Art. 149)**

The services will be performed:

- Depending on the lots, in the countries where the beneficiary organisation's premises are located;
- In any other Belgian development cooperation country if the proper execution of the public contract so requires;
- For distance coaching, at home or in the coach's country of residence.
- In any other country where an activity is taking place that is relevant for the beneficiary organisation, which is linked in one way or another to the coaching (for example, partner visits, trade shows, etc.).

If the organisation's premises are located in an area where the security conditions are not met, the participants may be moved to another location, defined by Enabel, in order to benefit from the coaching session (e.g. in a meeting room of a hotel in a large city).

The countries are listed in Part 5 "Terms of reference".

##### **4.11.3 Gender equality**

In accordance with article 3, 3° of the law of 12 January 2007 on "Gender Mainstreaming", public contracts must take account of any differences between women and men (the gender dimension). The contractor must therefore analyse whether there are differences between men and women,

depending on the area targeted by the public contract. In performing the contract, it must therefore take account of any differences that arise.

Communication should combat sexist stereotypes in terms of message, image and language, and take account of the different situations of women and men in the target audience.

#### **4.11.4 Insurance**

The contractor takes out insurance policies covering its liability for occupational accidents and its third-party liability for the performance of the contract.

Within thirty days from contract conclusion the contractor provides evidence that he has taken out these insurance policies through a certificate stating the extent of the liability covered required by the procurement documents.

At any time during public contract performance, the contractor provides such certificate within 15 days following the reception of such a request from the contracting authority.

Deductibles imposed by the insurer on the contractor remain on behalf of the latter and are not enforceable against the contracting authority.

#### **4.11.5 Inspection of the services (Art. 150)**

If during contract performance irregularities are found, the contractor will be notified about this immediately by e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

#### **4.11.6 Liability of the service provider (Art. 152-153)**

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider.

#### **4.11.7 Acceptance of the services performed (Art. 64-65 and 156)**

The managing official will closely follow up the services during performance.

The contracting authority disposes of a verification term of thirty days starting on the end date of final or partial service delivery, established in conformity with the modalities in the procurement documents, to conduct the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

#### 4.11.8 Invoicing and payment of services (Art. 66 to 72 – 160)

The contractor sends (one copy only of) the invoices of the partial services to the following address:

Enabel  
Trade for Development Centre  
Att. Lawako Dieudonné SOW  
Rue Haute, 147  
1000 Brussels  
Belgium

The invoice can also be sent by e-mail to the managing official.

In accordance with Directive 2014/55/EU and the Royal Decree of 9 March 2022 on public procurement specifying the obligation for companies to use electronic invoicing, the contractor must use an electronic invoicing system.

If the contractor is registered with the Enterprise Crossroads Bank (Banque Carrefour des Entreprises) in Belgium, he can use the Belgian [Mercurius](#) portal to receive electronic invoices in accordance with the standards and rules in force.

Non-Belgian contractors can use one of the certified access points on the international network [Peppol](#). To access the list of service providers offering the use of these access points: <https://peppol.org/members/peppol-certified-service-providers/>

Payment can be made in several instalments: invoice after each service delivery (coaching session).

**As this is a partial invoicing system, after each coaching session the contractor will send his coaching reports (see point 5.9 Expected reports) to the managing official, who will check the quality of the services and whether they comply with the Tender Specifications. Payment will then be made.**

Only service delivery that has been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date of service delivery, established in conformity with the modalities in the procurement documents, to conduct the technical acceptance and provisional acceptance formalities and to notify the result to the service provider.

The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice.

When the procurement documents do not provide for any separate debt claim, the invoice will constitute the debt claim.

The invoice must be in EUROS.

#### 4.11.9 Advances

This public contract does not provide for advance payments. In accordance with Article 12, paragraph 2, 5°, of the Public Contracts Act, the contracting authority is not obliged to make an advance payment for public contracts with a delivery period shorter than two months (see point 5.6 Location, duration and deadline).

#### **4.12 Litigation (Art. 73)**

This public contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of the public contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the two parties will consult each other to find a solution.

If agreement is lacking, the Brussels legal district courts are the only courts competent to resolve the matter. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Enabel  
Global Procurement Services  
To the attention of Inge Janssens  
Rue Haute, 147  
1000 Brussels  
Belgium

## 5 Terms of reference

### 5.1 General introduction

Enabel is the Belgian development agency. Our mission is to build a sustainable world where all live under the rule of law and are free to thrive. With our partners, we offer solutions addressing pressing global challenges – Climate Change, Social and Economic Inequalities, Urbanisation, Peace and Security, Human Mobility – and promoting Global Citizenship.

We have over 20 years' experience in areas ranging from education and health care to agriculture, environmental protection, digitisation, employment and peace and security. Enabel's expertise is eagerly sought-after by partners around the globe – ranging from the Belgian government, European Union institutions, governments of other countries and the private sector. We work with businesses, civil society actors and research institutes and we foster fruitful interaction between development policy and other areas.

With over 2100 staff, Enabel manages over 200 projects in more than twenty countries, in Europe, Africa and the Middle East.

#### Background

Enabel's Trade for Development Centre (TDC - [www.tdc-enabel.be](http://www.tdc-enabel.be)) promotes and supports sustainable production and responsible consumption through 5 areas of intervention: cooperatives and other producer organisations, public and private business support agencies, multi-stakeholder initiatives, consumers and politicians.

TDC's support to organisations in African countries consists of direct support, tailored to each organisation and delivered in a participatory manner.

TDC's unique approach, based on expertise built up over many years, is to "start from the ground up". A competitive selection process is used in several countries to select entities that are active in various sectors. The selection criteria aim to select enterprises with high potential in terms of social impact, economic growth and financial sustainability.

These organisations are then supported by coaches using participatory methodologies such as co-creation and collective intelligence. This makes it possible to start from the real needs of the organisations and to work on subjects that are priorities for the coaching participants. This guarantees their genuine involvement, as well as the sustainability of the activities that will be set up, as these are truly driven by the participants.

This methodology, combined with the expertise of the coaches, who are experts in their field and mainly come from the world of business, ensures that the strategies and actions put in place are relevant in terms of financial and organisational management, marketing, or even Human Rights and Environmental Due Diligence (HREDD).

The TDC offers MSMEs and POs (Producer Organisations) - before they sign up for coaching - a preliminary training in data capturing, with a view to conducting an initial business review. This training consists of an initial analysis of various aspects of the organisation: marketing (SWOT analysis, market analysis, etc.), finance (calculating costs, reading accounts, etc.), organisational structure (HR, governance, group dynamics, gender analysis, etc.), as well as human rights and environmental due diligence (identification of risks and problems, of needs in terms of traceability and mapping plots, etc.).

At the end of this preliminary training, a complete coaching track in one of the subjects listed above will be delivered to each MSME and PO selected.

Coaching in marketing and commercial management, as well as in financial and organisational management, is also planned for certain cooperatives, but will be provided directly by the TDC team and is therefore not the subject-matter of this public contract. This public contract only concerns coaching in Human Rights and Environmental Due Diligence (HREDD).

The coaches, each working on their own theme, are expected to exchange with the TDC team and share the content developed for each cooperative, in order to optimise the trajectory for the beneficiary and improve the impact of the programme.

## 5.2 Target audience for coaching

More specifically, the coaching will be aimed at 13 **cooperatives which produce, collect and trade cocoa and/or coffee and/or cashew nuts**. The breakdown of cooperatives by country and theme can be found in Chapter 2 "Subject-matter and scope of the public contract".

## 5.3 Countries covered by service delivery

**Burkina Faso, Côte d'Ivoire, Democratic Republic of Congo and Uganda.**

See the detailed list with the organisations concerned in Chapter 2 "Subject-matter and scope of the public contract".

## 5.4 Objective of the coaching in Human Rights and Environmental Due Diligence (HREDD)

The coaching will enable MSMEs and POs to integrate environmental sustainability and decent work challenges into the day-to-day management of their organisations. The coaching will provide examples of good practice and tools for implementing (or improving) these aspects.

The objectives will vary depending on the type of support requested by the organisation in its application.

For all supported organisations (all lots):

At the end of the coaching, the organisation:

- has set up a system for identifying, preventing, monitoring and remedying the 3 main risks and problems relating to human rights, equality or the environment related to the organisation and its production.

For organisations that have requested support in traceability (lot 4 to 13):

At the end of the coaching, the organisation:

- will be prepared to use data collection and reporting tools in line with the European Union's regulation on combating deforestation (EUDR);
- will be able to better communicate on the traceability it has put in place, thereby boosting transparency and legitimacy vis-à-vis its members and other stakeholders.

For organisations that have requested support in decent work (lot 1, 2 and 3):

At the end of the coaching, the organisation:

- will have mastered the methodology for calculating the "living income gap" and will have conducted at least one pilot experiment in this area. A first draft of an action plan to reduce this gap will also have been developed;
- will be better able to communicate in aggregate terms on the household income of its members and thus increase transparency and legitimacy vis-à-vis its members and other stakeholders.

and/or

- will have implemented positive actions and policies to improve women's entrepreneurship and the position of women within the organisation.

## 5.5 Methodology

The coach will adopt a **highly participatory approach** and will stimulate and collect the best ideas of the coached organisation.

In achieving the services, the coach will use the following relational competences:

- Strong empathy and listening ability/humbleness/diplomacy
- Critical thinking, ability to question things
- Ability to transfer and vulgarise information
- Ability to motivate, give trust and enhance the competences of the coached persons
- Ability to co-create a strategy and tools
- Integrity and respect of Enabel's ethical values.

The coach works in such a way that the coached organisation remains the driver behind the coaching programme and is the owner of its content and strategic choices.

The approach of the coach ensures that the coached organisation naturally and entirely takes up the ownership of the outcomes of the coaching programme. This means that the organisation will itself develop tools to monitor its environmental performance, its internal traceability (mapping, geolocation of plots, etc.), its human rights due diligence mechanism, etc.

In addition, the coach will work on the basis of the 'learning by doing' method, accompanying the cooperative in the drafting of tools and methods to be implemented within it, while not doing things for it. It is important for the coaches to ensure that the cooperative gets down to work by producing concrete activities that can be sustained over the long term.

With the aim of empowering the organisation, the coach will encourage it to conduct itself a whole range of research related to its activity.

The coach and Enabel will act as **facilitators, change agents and advisors**. Enabel nor the coach will substitute themselves to the organisation by taking over its responsibilities, making strategic choices on its behalf, or by implementing action plans or by executing its activities.

## 5.6 Location, duration and deadline

Coaching will be provided **on an individual basis** to each beneficiary organisation, taking into account the confidentiality of the data.

Coaching will mainly take place on the **premises of the organisation** benefiting from it. Before each departure, Enabel will assess the security situation. If the organisation's premises are located in an area where the security conditions are not met, the participants may be moved to another location, defined by Enabel, in order to benefit from the coaching session (e.g. in a meeting room of a hotel in a large city).

Each cooperative will benefit from **5 coaching sessions, over 36 months** on Human Rights and Environmental Due Diligence (HREDD).

A **coaching session lasts an indicative 5 days**, consecutively or not, in the field or remotely, plus **2 days** (one day for preparation and one day for reporting). There may be **3 to 6 months** between the end of one session and the start of the next, giving participants time to implement the points discussed at the previous session, to take new steps in response to the ideas discussed, to conduct research, to prepare for the next session, etc.

**Each session is conditional on the successful completion of the previous one.** If insufficient or no progress is noted during and/or after a coaching session, the next session will be cancelled, and the coaching track will be closed.

For each coaching session, the coach is entitled to 1 day of preparation and 1 day of reporting.

The coach will plan each coaching session in agreement with the organisation and after validation by Enabel.

The entire coaching programme **ends no later than December 2027**.

## **5.7 Content of the coaching track and expected results**

### **5.7.1 Preparation phase**

To gain a critical view and to be able to evaluate the correctness of the analyses, it is essential that the coach gets acquainted with the context in which the organisations operate. This means that before starting the coaching, he or she must gather as much information as possible about the country, the products traded by the organisation, the sustainability certifications with which the organisation works, as well as the sustainability requirements in force in the country, or even the European regulations relating to the subject of the coaching (European Union's Regulation on Deforestation-free products (EUDR)<sup>7</sup> or the Corporate Sustainability Due Diligence Directive (CS3D)<sup>8</sup>).

All relevant information relating to the organisation, available from Enabel or the cooperative, will be passed on to the coach before the start of the coaching. This documentation will include at least the benefitting organisation's application file.

### **5.7.2 Coaching in Human Rights and Environmental Due Diligence (HREDD)**

This coaching will support MSMEs and POs so that they can integrate environmental sustainability and/or decent work challenges into the day-to-day management of their organisations. The coaching will provide examples of good practice and tools for implementing (or improving) these aspects.

<sup>7</sup> See <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32023R1115>

<sup>8</sup> Voir <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32024L1760&qid=1723535920206>

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Depending on the needs of each organisation, the assigned coach may - in agreement with Enabel - define the subjects to be addressed at the various stages of the coaching track in order to achieve the desired results (see points “Objective of the coaching” and “Content of the coaching track and expected results”).

#### **5.7.2.1 First coaching session (fixed block)**

The first coaching session is a fixed block, with each subsequent session being conditional (see above).

Timetable: as soon as possible in 2025, **ideally in Q1**.

Duration: 5 days maximum of coaching, 1 day of preparation and 1 day of reporting

Ideally, in order to favour exchanges and establish a relationship of trust, the first mission takes place on site, on the premises of the benefiting organisation.

However, if the coach is unable to travel to the location due to government bans or regulations, security issues, or lack of suitable transport, the support can begin with remote coaching sessions.

Generally, the **first session** with the coach will cover the points mentioned below.

- Recontextualization of the coaching approach and reminder of the roles of each party.
- Explanation, definition and validation of the scope of the expertise.
- Considering the expectations of decision-making bodies (Board of Directors, Management Board, Supervisory Board, etc.).
- Informing and raising awareness among the cooperative's Board of Directors, management, staff and/or members, and workers, of their rights and responsibilities and of the organisation's commitment to human rights, gender equality and environmental sustainability;
- Reviewing, updating and deepening the internal diagnosis linked to the main risks and problems in terms of gender equality, respect for human rights and for the environment (based on the data provided in their application and during the preliminary training they received) in order to identify the key points to be worked on in various areas.<sup>9</sup>
- The coach is also asked to schedule a meeting with the Board of Directors (if the board members are not present during the coaching session) to introduce him/herself, explain the coaching programme content, the topics that will be discussed and obtain board approval.

#### **Expected results from this first coaching session:**

- The needs of the cooperative have been assessed.
- The main topics to be covered throughout the coaching track are defined.
- A multi-year action plan is drawn up for each theme.
- First draft of a management tool with the main indicators to be monitored by theme.

<sup>9</sup> The risks mainly concern the following areas for cooperatives: decent income, working conditions, health, forced labour, protection and rights of the child, women's rights, non-discrimination, self-determination, climate emissions and deforestation, water and biodiversity, freedom of expression.

### **5.7.2.2 Subsequent coaching sessions (conditional blocks)**

On the basis of a bipartite discussion between the coach and Enabel, Enabel will validate whether it is judicious or opportune for the coached organisation to benefit from a following coaching session.

#### **For all cooperatives (lots 1 to 13), the following elements will be covered during the following coaching sessions (sessions 2, 3, 4 and 5):**

- Identification and more detailed assessment of at least three of the most important challenges faced by the cooperative in terms of human rights, gender equality and/or the environment.
- Assignment of responsibility for the development and implementation of due diligence steps to the members of management, committees and staff concerned.
- Identifying the groups of people most affected by the most important problems, so that they can be tackled effectively and efficiently.
- Ideally: set up a complaints mechanism to receive and deal with complaints from members, farmers and their families, farm workers, members of the local community and other individuals and groups.
- Implementation of policies, procedures and annual action plans for each of the problems and risks identified.
- Monitoring: monitoring indicators, data collection methods, data analysis methods.
- Remediation measures in the event of problems being identified or risks materialising: putting an end to the violation, supporting the person(s) concerned, taking steps to prevent the violation from recurring, possibly applying disciplinary measures against the person(s) responsible for the violation, etc.
- Communication to members, buyers and other stakeholders: the cooperative's commitment to human rights and sustainability (possibly signed); for cooperative members, names and titles of people responsible for developing, implementing and monitoring due diligence measures; annual action plan to prevent, mitigate, stop and remedy identified problems, etc.

#### **In addition, for the cooperatives in lots 1 to 3, the following points will be covered during the coaching sessions:**

- Calculation of the gap between the household incomes of the cooperative's producer members and the living income.
  - Identification of the reference living income for the country, region and production concerned. This has usually already been calculated by a member of the living income community of practice. (Where a living income has not yet been calculated, the income gap will be calculated in relation to the poverty and extreme poverty lines defined by the World Bank).
  - Determining the scope of the calculation. For all households that are members of the cooperative? For a representative sample in different sections?
  - Design of the Farm record tool to calculate the total (net) income of the household: (estimate of) total household income, including all household members and all sources of income, less costs of agricultural production (inputs and paid labour);
  - Collection of information. (Working with 'relay producers' within the cooperative is one way of doing things);
  - Analysis and interpretation of results:

- distribution of producer households by income threshold:
  - above the living income
  - between the living income and the poverty threshold defined by the World Bank
  - below the poverty threshold, but above the extreme poverty threshold defined by the World Bank
  - below the extreme poverty threshold defined by the World Bank
- analysis of the link between income categories and various parameters: household size, total area under cultivation (ha), yield per ha of the main crop, income generated by the main crop, off-farm income, food crop production, farm input costs, etc.
- Identification of the parameters on which the producer, the cooperative and the cooperative's various partners (financiers, buyers, NGOs, etc.) can act;
  - Initial proposals for action to reduce this gap.
- Definition of an action plan to reduce part of the gap between living income and current income: diversification of income-generating activities, etc.

and/or:

- Inclusion of women entrepreneurs. Promotion of gender certifications (gender equality seal, gender equity measure) and 2X challenge criteria for women entrepreneurs. Gender certification ensures that companies or cooperatives have implemented fair and egalitarian practices. The 2X challenge uses criteria to identify companies that benefit women.

**In addition, for the cooperatives in lots 4 to 13, the following points will be covered during the coaching sessions:**

- Data collection and implementation of plot geolocation systems (GPS point or polygon if plot >4 ha) for all members of the cooperative
- Physical separation of lots: setting up tools to record and monitor production from the plot to the point of export.
- Recording and managing data on members, their plots and their production
- Information and training for cooperative members
- Guarantee of the legality of production in accordance with national laws.
- Compliance with land law (collection of information and official registration procedures).
- Compliance with national standards on child labour, the right to work, etc.
- Other examples for Côte d'Ivoire: compliance with sustainable production standards.

**For all cooperatives (lots 1 to 13): If the following elements are not included in the specific content mentioned above for each lot, these elements may - depending on needs and relevance - also be addressed during the various sessions (non-exhaustive):**

- Voluntary standards and sustainable certification (adoption of certification as a means of mitigating sustainability risks, but also control of standards, processes and risks in terms of the cost/benefit ratio). Agricultural cooperatives' access to certification schemes can also help them to comply with the provisions of the EUDR.

- Creation of VSLAs (Village Savings and Loan Associations)
  - Needs assessment and selection of beneficiary communities
  - Election of officers and clear allocation of roles (chairperson, treasurer, key holders of the cash, etc.)
  - Definition of the rules and procedures that will govern the activities (types of loan granted and how a person can apply for one).
  - Managing the sharing of savings between members and managing repayments.
  - ...
- Use of tools for collecting, recording and managing data (on producers, their plots, etc.) and reporting tools in line with EUDR requirements
- Calculation of the gap between the household incomes of the cooperative's producer members and the living income.
- Definition of an action plan to reduce part of the gap between living income and current income: diversification of activities, promotion of the financial inclusion of members (creation of VSLAs), etc.
- Inclusion of women entrepreneurs. Promotion of gender certifications (gender equality seal, gender equity measure) and 2X challenge criteria for women entrepreneurs. Gender certification ensures that companies or cooperatives have implemented fair and egalitarian practices. The 2X challenge uses criteria to identify companies that benefit women.

#### **Expected outcomes**

At the end of the coaching (**no later than 31 December 2027**), the expected results are the following (non-exhaustive), *co-creation being the common denominator of all these results*:

- The main risks and problems in terms of gender equality, respect for human rights and the environment have been identified. Policies, procedures and action plans are defined and implemented for each of the problems and risks identified.
- For cooperatives in lots 1 to 3: the living income gap for producer households in part of the cooperative is known. The results have been interpreted and have led to the effective implementation of a plan to reduce the income gap.
- For the cooperatives in lots 4 to 13: a robust traceability system (geolocation of plots, segregation of products, etc.) is in place. This system must address interoperability issues, ensuring its integration with the existing systems of other players in the value chain. The cooperatives have an effective and efficient data collection and reporting system that meets the requirements of the EU Deforestation Regulation (EUDR).
- The quantitative and qualitative results of the programme are monitored on the basis of indicators provided by Enabel.
- Cooperatives have an effective and efficient data collection and reporting system that meets the requirements of the Corporate Sustainability Due Diligence Directive (CS3D) and/or the EU Deforestation Regulation (EUDR).

The following documents are expected:

- The evaluation reports:

- on the situation of the cooperative and its development since the coaching began;
- the cooperative's future challenges/needs after the coaching trajectory.
- Strategic and operational plans in terms of human rights and environmental due diligence.
- The procedure manual relating to the due diligence with regard to human rights and the environment.
- A report and attendance list of cooperative staff at coaching sessions

## 5.8 Expected reports

After each coaching session:

**(1) A report sent to Enabel and the organisation being coached, detailing the results of all the topics discussed, conclusions and action points.**

This report must be exhaustive and comprehensible to someone who did not attend the coaching (for example: part of the team who did not attend the coaching or the whole week, a new employee who joins the organisation after the coaching, an external auditor, Enabel staff, etc.).

The report should contain all the key elements discussed during coaching, the results of the discussions and the strategy chosen.

A page summarising the key points discussed, and their conclusions will introduce the report to facilitate internal transmission and reading. In order to increase content ownership, the coach can involve the benefiting organisation in the writing of that part of the report.

**(2) A confidential summary report addressed solely to Enabel** which contains:

- the coach's opinion of the participants: their level of understanding and ownership of the subjects covered, the posture they adopted, the need to strengthen their soft skills beyond the technical skills of managing the cooperative, etc.
- coaching progress based on the co-created action plan
- the coach's opinion of the organisation's potential, from an organisational, financial, human rights and environmental point of view, as well as the identification of current blockages/challenges that require adaptation of the initial coaching plan
- a suggestion for the timing, content and duration of the next coaching session.

All reports will be written in the language in which the coaching takes place (French or English) and will be submitted by e-mail to the managing official of the public contract.

The report will be submitted as soon as possible after each coaching session and **no later than 3 weeks after the end of the session.**

## 5.9 Practical aspects for field assignments

Once the contract has been awarded to the coach, and before each trip to the field, he/she:

- (1) will contact Enabel's Trade for Development Centre team;
- (2) will contact the benefiting organisation to establish a detailed schedule and timetable for the field visit;
- (3) will send, for validation, the completed planning template to the Enabel person in charge of monitoring the coaching track. The planning template will be supplied by Enabel;
- (4) after validation of the time sheet by Enabel, the coach will book its flight ticket and take all administrative (visa...) and logistic (local transport, accommodation...) arrangements;
- (5) (for Belgian nationals) inform the Belgian Embassy of the dates they will be in the field using the link <https://travellersonline.diplomatie.be/>

**It is the service provider's responsibility to meet all necessary travel conditions, requirements and formalities.** For the purpose of obtaining visas, Enabel may provide a letter of invitation at the request of the service provider. The service provider's attention is drawn to the fact that visa formalities may take longer than advertised. Therefore, Enabel asks the service provider to take the necessary margin when applying for a visa.

At least two times (at the beginning and at the end of the full coaching track), the coach will contact Enabel's local office (if any) and the Belgian embassy (if any) to propose a (de)briefing of the coach's mission in the country.

Depending on the availability of the coach and Enabel's opportunities for local partnership development, coaches may be invited during their assignment to meet with local organisations on behalf of Enabel. These actors will either be identified by Enabel or proposed by the coaches. These additional meetings (debriefing with Enabel/embassy, meeting local actors, etc.) will be included in the schedule prior to departure, and paid on the same terms as field coaching days.

## 5.10 Assessment of the service provider's performance

Enabel will evaluate the performance of the coach, based on the delivered output and based on the evaluation by the beneficiaries.

Enabel may also join the on-site coaching.

## 5.11 Profiles of experts or coaches

### Coach in human rights and environmental due diligence

- Holder of a degree in social science and/or economics (and possibly an additional degree in rural development, which would be an asset)
- At least 5 years' general experience in coaching, training or supporting cooperatives or businesses;
- At least 2 training, coaching or support assignments for agricultural cooperatives in Africa.
- Experience in the country concerned is an asset.
- At least 2 years' experience working in Africa in the cocoa, coffee or cashew nut sector would be an asset.

For tenderers for lots 1, 2 and 3

- At least one year experience in the following areas:
  - Living income and decent work, employment opportunities, particularly for women.
  - 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.).

For tenderers for lots 4 to 13

- At least one year experience in the following areas:
  - 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.
  - Voluntary standards and sustainable certification, gender certification (gender equality seal, gender equity measure).

Met opmerkingen [MD1]: Voir remarque en FR

## **5.12 Contribution and commitment expected from the organisation benefiting from coaching**

For information - For coaching, the benefiting organisation undertakes:

- to provide a room where coaching can take place at the organisation's offices (\*);
- to provide refreshments/drinks during the coaching sessions (\*) at their own expense;
- to provide, entirely at its own expense, if necessary: office supplies (e.g. pens, paper, flipcharts, etc.), local telephone calls, transport to local markets/stores/buyers, etc. (\*);
- to provide logistical, transport and accommodation assistance to the assigned coach (\*) - by this we mean: advising on an itinerary, advising on a transport company, advising on accommodation, possibly making the booking on behalf of the coach... But all these costs (transport and accommodation) will be paid by Enabel/the coach;
- to provide the internal organisational, financial, commercial and other relevant information, data and key figures that are essential for proper internal analysis and to support a relevant strategy;
- to take an active part in gathering external market information, and even contribute to market research and product testing if relevant;
- to appoint one person responsible for the coaching process within the organisation
- to nominate three to four participants in the coaching programme: these people are involved in organisational and financial management, the organisation's business development and human rights and environmental due diligence; and are members or employees of the organisation.
- to ensure that the above-mentioned persons take part in the entire coaching process;

- to ensure that the participants conduct studies and analyses prior to the coaching sessions and that they implement the action plans defined;
- submit, at Enabel's request at the end of each year, a report containing the organisation's key figures. A report template will be provided by Enabel.
- If the coach or Enabel finds that insufficient or no progress has been made during and/or after the coaching sessions, the organisation agrees to the cancellation of the scheduled sessions.

(\*) Points marked with an (\*) do not apply if Enabel decides to organise the coaching at another location for security reasons.

The coach/Enabel guarantees the confidentiality of the information provided by the beneficiary organisation.



## 6 Forms

### 6.1 Identification forms

#### 6.1.1 Natural person

<b>I. PERSONAL DATA</b>	
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 <sup>10</sup> OTHER <sup>11</sup>
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
PERSONAL IDENTIFICATION NUMBER <sup>12</sup>	
PERMANENT PRIVATE ADDRESS	
POSTCODE	P.O. BOX CITY
REGION <sup>13</sup>	COUNTRY
PRIVATE PHONE	
PRIVATE E-MAIL	
<b>II. BUSINESS DATA</b>	
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?	<b>BUSINESS NAME (if applicable)</b> <b>VAT NUMBER</b> <b>REGISTRATION NUMBER</b> <b>PLACE OF REGISTRATION CITY</b> <b>COUNTRY</b>
YES NO	

<sup>10</sup> Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

<sup>11</sup> Failing other identity documents: residence permit or diplomatic passport.

<sup>12</sup> See table with corresponding denomination by country.

<sup>13</sup> To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

### 6.1.2 Private/public law body with legal form

OFFICIAL NAME <sup>14</sup>	
BUSINESS NAME (if different)	
ABBREVIATION	
LEGAL FORM	
ORGANISATION	FOR PROFIT
TYPE	NON FOR PROFIT      NGO <sup>15</sup> 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	

<sup>14</sup> National denomination and its translation in EN or FR if existing.

<sup>15</sup> Registration number in the national register of companies. See table with corresponding denomination by country.

### 6.1.3 Public-law body<sup>16</sup>

OFFICIAL NAME <sup>17</sup>	
PRINCIPAL SECONDARY REGISTRATION <sup>18</sup>	
SECONDARY REGISTRATION NUMBER (where applicable)	
PLACE OF MAIN REGISTRATION	
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	

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.).

<sup>17</sup> National denomination and its translation in EN or FR if existing.

<sup>18</sup> Registration number in the national register of the entity.

**6.1.4 Subcontracting (if applicable)**

Name and legal form	Address / Registered office	Subject-matter

### 6.1.5 Bank details for payments

<b>Name and first name of the tenderer or name of the company and legal form</b>	
<b>Financial institution:</b> <b>IBAN:</b> <b>SWIFT code:</b> <b>Bank code:</b> <b>Agency code:</b> <b>Bank account number:</b> <b>Under the name of:</b>	

**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.**

## 6.2 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.

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

b) 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	

**c) 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 <sup>19</sup> , in EURO, excluding VAT)		Applicable VAT percentage	Maximum estimate for international flights, where applicable (1 return)
			Day rate <sup>20</sup>	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	€	€	%	€

<sup>19</sup> Lump sum 8 working hours

<sup>20</sup> See 3.4.3 Items included in the price

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.**



### 6.3 Selection file

In view of the qualitative selection of the tenderers, the information or documents mentioned below must be attached to the tender.

Education / experience	Tenderers should provide details of the qualifications held by the proposed experts	<p>For all lots:</p> <p>All the experts proposed must have a degree from a higher education establishment (in business or business administration, management, economics/management sciences, with a focus on economics, sales, marketing, financial management or sustainable development - ESG criteria: environmental, social and governance) OR at least 3 years' experience as an operational manager in an SME.</p>
Languages	Tenderers should provide details of the language skills of the proposed experts in English and French	<ul style="list-style-type: none"> <li>- 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;</li> <li>- For lot 3, all the proposed experts must have a perfect command - oral and written comprehension, oral and written expression - of English.</li> </ul> <p>(*) 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.</p>

## 6.4 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	Required criteria	Name, first name of the expert: .....
Sub-criterion 1 - Demonstrated expertise in areas related to due diligence, human rights, decent work, living income, traceability, and/or any other subject mentioned in the Terms of References (see chapter 5).  (30%)	At least 2 years proven expertise	<b>Explain</b> how the expert fulfils or exceeds the minimum requirements.
Sub-criterion 2 - Practical knowledge of how producers' organisations/ cooperatives work  (10%)	At least 1 proven experience	

## 6.5 Form: Similar services

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 <sup>21</sup> :	
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:

<sup>21</sup> Enabel may contact the references provided for verification purposes.

**6.5.2. Case 2**

Name of company/organisation coached:	
Contact person & contact details <sup>22</sup> :	
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:

<sup>22</sup> Enabel may contact the references provided for verification purposes.

## **6.6 Form: Methodological approach - (20%)**

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.

## 6.7 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 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;
5. Regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.
6. **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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. Security measures**

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

## **12. 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.

### **13. 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.

### **14. 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.

### **15. 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.



## 6.8 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.

2. 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.
3. 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.
4. 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:

- a) 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>;
  - b) 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>
  - c) A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace 1 ;
  - d) 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
  - e) 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.
5. When a conflict of interest cannot be remedied by other, less intrusive measures;

6. 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.

7. 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

## 6.9 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;
5. regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.
6. **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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. Security measures**

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

## **12. 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.

### **13. 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.

### **14. 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.

### **15. 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.

## 6.10 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)

**ANNEXE A: 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,

.....  
.....  
.....  
.....  
.....

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.**

**ANNEXE B: ESPD**

See the attachment to these Tender Specifications.