



# REQUEST FOR PROPOSALS

**(Review and revision of FSC Centralized and National Risk Assessments and development of FSC Regular/Centralized Risk Assessments)**



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**Title:** Request for Proposals

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**Issued on:** 25 June 2025

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**Proposals due by:** 10 September 2025

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## BACKGROUND INFORMATION

### About FSC

FSC is a non-profit membership organization that provides a certification tool to enable sustainable management of forests. Currently, over 160 million hectares of forests worldwide are certified to FSC standards. It is widely regarded as the most rigorous forest certification system among NGOs, consumers, and businesses alike to maintain healthy and resilient forests. FSC's responsible forestry standard is a proven solution to tackle today's deforestation, climate, and biodiversity challenges. The standard is based on ten core principles and is linked to strict chain of custody and forest management certifications.

Found on millions of forest-based products around the world, FSC's "check tree" label verifies sustainable sourcing from forest to consumer. Choosing FSC helps to preserve forests, wildlife and clean water and supports the Indigenous Peoples, forest workers and communities who depend on them. [www.fsc.org](http://www.fsc.org).

FSC Mission: Our mission is to promote environmentally appropriate, socially beneficial, and economically viable management of the world's forests.

FSC Vision: The true value of forests is recognized and fully incorporated into society worldwide. FSC is the leading catalyst and defining force for improved forest management and market transformation, shifting the global forest trend toward sustainable use, conservation, restoration, and respect for all.

### Key Facts About FSC International

- FSC Group is composed of the mother organization, based in Mexico and its three wholly owned subsidiaries based in Germany.
- Head office in Bonn/Germany includes one non-profit entity (FSC International Center gGmbH) and two for-profit entities (FSC Global Development GmbH and ASI-Assurance Services International GmbH)
- More than 200 employees worldwide active in over 40 countries with certificates in over 120 markets
- Trusted by NGOs: FSC is uniquely supported by the world's most trusted environmental organizations, such as [WWF](#), [Rainforest Alliance](#), [Sierra Club](#), [National Wildlife Foundation](#) and more. It is also the only forest-based certification scheme which is a member [ISEAL Alliance](#), the global association for social and environmental standards systems.
- Trusted by consumers: FSC is the most recognized forest certification label with 54 per cent of global consumers expressing high levels of trust in FSC's role to protect forests.

- Trusted by the private sector: FSC is the preferred certification scheme for many companies worldwide and is the most used by members of the Fortune 500. FSC is preferred by major brands like IKEA, H&M, McDonald's, and Tetra Pak, and FSC has over 50,000 chain of custody certificate holders, more than any other forest-based certification scheme.
- Fundamentally balanced: FSC is the pioneer of a multi-stakeholder governance system that gives equal weight to economic, environmental, and social chambers – an approach respected by many NGOs as the gold standard.

## ABOUT THIS PROJECT

**Background:** FSC International conducted centralized and national processes in 60 countries between 2015 and 2019 to assess the risk of forest products coming from any of the five categories of unacceptable sources (Controlled Wood Categories), i.e.:

1. Illegally harvested.
2. Harvested in violation of traditional and human rights.
3. Harvested from forests in which high conservation values are threatened by management activities.
4. Harvested from forests being converted to plantations or non-forest use.
5. Harvested from forests in which genetically modified trees are planted.

While the existing versions of the risk assessments are useful, they need to be reviewed and revised. There are several drivers for this review and revision. Firstly, the validity of the existing risk assessments has come to an end and secondly, the requirements need to be aligned with the EUDR (REGULATION EU 2023/1115 known as the European Union Deforestation Regulation) as well as with the FSC Policy to Address Conversion.

In addition to the revision of the existing FSC risk assessments, FSC International is expanding the work to also include development of risk assessments for countries where there has not been a previously developed FSC risk assessment and thus, help those stakeholders to also align with EUDR and FSC Policy to Address Conversion.

## Purpose and Outputs

**Purpose:** Using a centralized approach, to review the existing national and centralized risk assessments against the <FSC-PRO-60-006b Risk Assessment Framework>, identify gaps and discrepancies and revise the respective assessment in conformance with the Framework; for the countries where previous risk assessment does not exist, to develop risk assessment in conformance with <FSC-PRO-60-006b Risk Assessment Framework>.

**Outputs:**

1. Existing risk assessments reviewed and a brief review report submitted to FSC.<sup>1</sup>
2. 1<sup>st</sup> (revised) draft of risk assessment submitted for FSC review and improved based on the FSC assessment.
3. Consultation/engagement report.
4. 2<sup>nd</sup> draft of (revised) risk assessment submitted for FSC review and improved based on the FSC assessment.
5. Final draft of (revised) risk assessment submitted to FSC for decision making.
6. Addressed conditions/ recommendations from decision making body on the final draft (in case the Approval Committee gives conditions for the adoption of the Risk Assessment).

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<sup>1</sup> This output is not relevant for the lots where there is not existent FSC Risk Assessment

## SCOPE OF WORK

Required Tasks (the detailed procedure for risk assessment revision is provided in the revised document <u>FSC-PRO-60-006b</u> )	1) Attend the online kick-off meeting/training.
	2) Identify relevant information sources required to perform the risk analysis. The sources included in the existing risk assessment for a given country shall be reviewed and new ones may be added depending on recent updates and relevance. The list of sources shall at minimum consider general sources of information provided by key topics in the risk assessment template.
	3) Prepare a brief review report (up to 7 pages) summarizing the analysis of existing risk assessment against the requirements of the revised < <u>FSC-PRO-60-006b Risk Assessment Framework</u> >. <sup>2</sup>
	4) Perform independent research on risks related to the assigned indicators in the agreed areas.
	5) Prepare 1st draft of (revised) risk assessment, including the analysis of risks per each indicator and mitigation measures using the risk assessment template (provided by FSC), and submit to FSC for review.
	6) Improve 1 <sup>st</sup> draft (of revised) risk assessment based on the FSC review, before consultation.
	7) If official language in the country under assessment is French or Spanish, translate the improved 1 <sup>st</sup> draft (of revised) risk assessment before consultation to the respective official language.
	8) Identify stakeholders following at minimum Annex 1 of < <u>FSC-PRO-60-006b Risk Assessment Framework</u> >, including Chain of Custody/Controlled Wood certificate holders, and invite them to comment on the draft risk assessment.
	9) Consult FSC Staff (FSC International, Network Partners (NP) or National Representatives (NR)), as well as the Standard Development Group (SDG) in cases where it exists, as part of the focused consultation.

<sup>2</sup> This task is not relevant for the lots where there is no existing FSC Risk Assessment



	10) Consult Chain of Custody/Controlled Wood certificate holders as well as certification bodies, as part of the focused consultation, and in particular regarding applied mitigation measures
	11) Conduct one 30-day focused consultation on the draft risk assessment.  Note: Engagement techniques may include: face to face meetings, workshops, personal contact by phone or letter, notices published in the national and/or local press and on relevant websites, local radio announcements, announcements on local customary notice boards in the language of the local people, and emails in the language of the recipients.
	12) Collect, review and address all comments provided by stakeholders.
	13) Prepare a consultation report, including responses to the comments and an indication as to how the issues raised were addressed.
	14) Attend and contribute in calibration workshop with other consultants developing FSC Risk Assessments
	15) Provide maps (i.e., shapefiles) of areas at indicator level for negligible and non-negligible risk designation.
	16) Prepare second draft of (revised) risk assessment, addressing stakeholder feedback received during consultation, and submit to FSC for review.
	17) Improve second draft of (revised) risk assessment based on the FSC review and submit to FSC as a final draft.
	18) When applicable, address closing conditions in the risk assessment.
	19) If official language in the country under assessment is French or Spanish, translate the approved risk assessment to the respective official language.  Note: The price sheet shall specify the total cost for translation. FSC reserves the right to exclude this task (and associated cost) during the evaluation process.

Location of Work	Additional locations (if applicable): N/A
Sub-Contractors (If Applicable)	Allowed

## LOT STRUCTURE

FSC intends to utilize a lot structure in this procurement procedure, awarding the services that fall within one lot to one consultant. Consultants can bid on one or more lots. The lots are based on the country. For each lot, the bidder is expected to provide the six deliverables listed in the chapter “DELIVERABLES”. The deliverables will be priced in the price sheet. If you apply for more than one LOT, please fill separate price sheet for each LOT and in each price sheet, include the LOT Country and Number (reference below) you are applying for.

Country	Lot #
Argentina	1
Australia	2
Belgium	3
Bolivia	4
Bosnia and Herzegovina	5
Colombia	6
Croatia	7
Denmark	8
Eswatini (former Swaziland)	9
Guatemala	10
Honduras	11
Luxembourg	12
Malaysia	13
Mexico	14
Papua New Guinea	15
Peru	16
Poland	17
Republic of Korea	18
Slovenia	19
South Africa	20
Thailand	21
Uruguay	22

## DELIVERABLES

Note: The procedure for risk assessment revision is provided in the revised document [FSC-PRO-60-006b](#). The template for the development of the risk assessment is provided here: [FSC Risk Assessments | FSC Connect](#):

Deliverable Name	Description	Date Due
Reviewed draft/ report <sup>3</sup>	Existing risk assessment has been reviewed against the revised Risk assessment framework. Gaps have been identified, sources reviewed, relevant sources retained and transferred to the new template, and a review report has been prepared in English, summarizing this analysis, and submitted to FSC.	23.02.2026
1 <sup>st</sup> (revised) draft	Draft containing independent research content, prepared in English and submitted to FSC.  Note: After the consultant submits a content-complete draft, covering all indicators as per < <a href="#">FSC-PRO-60-006b</a> >, FSC will perform a complete assessment of the draft, providing comments and questions. This interim draft will be sent back to the consultant for changes and explanations. FSC aims to do this process not more than once for the 1 <sup>st</sup> draft. The need for any additional substantial reviews by FSC will lead to consideration of the task as not delivered.	03.03.2026
Consultation/engagement report	Report containing the results of consultation and engagement activities, as per < <a href="#">FSC-PRO-60-006b</a> >.	26.05.2026

<sup>3</sup> This deliverable is not relevant for the lots where there is no existing FSC risk assessment

	Note: It is recommended to organize the consultation in the local language and keep a record of original comments. Additionally, the documents submitted to FSC shall be in English.	
2 <sup>nd</sup> (Revised) draft	<p>2<sup>nd</sup> (Revised) draft addressing the entire feedback from FSC on the 1<sup>st</sup> (revised) draft and consultation results (and follow-up research) prepared in English and submitted to FSC for assessment.</p> <p>This includes, in addition:</p> <ul style="list-style-type: none"> <li>a) Consultation report(s);</li> <li>b) Assessment report</li> </ul> <p>Map presenting risks (format to be determined)</p> <p>Note: After the consultant submits a content-complete draft, FSC will perform a complete assessment of the draft, providing comments and questions. This interim draft will be sent back to the consultant for changes and explanations. In case the quality level of the corrected draft is still not sufficient, FSC will send it back to the consultant for additional changes and explanations. FSC reserves the right to do this process not more than 3 times for the 2<sup>nd</sup> (revised) draft. The need for any additional substantial reviews by FSC will lead to consideration of the task as not delivered.</p>	08.06.2026
Final draft	The draft addressing all FSC comments to the 1 <sup>st</sup> and 2 <sup>nd</sup> (revised) draft and agreed in writing with FSC.	31.07.2026

Closing conditions addressed	<p>If the Decision-making Body issues conditions for the adoption of the Risk Assessment, the Consultant will address those conditions, revise the final draft accordingly, submit it for FSC feedback and make improvements based on the FSC feedback.</p> <p>Note: If Spanish or French are official languages in the country under assessment, the consultant shall also provide the approved draft in the official language.</p>	21.09.2026
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## PROPOSAL REQUIREMENTS

Please ensure your proposal includes all of the following:

Cover Letter	Please include a cover letter including your contact information and signature by a duly constituted official, legally authorized to bind the vendor to both, its proposal and all the particulars of that proposal, including cost schedule.	
Description of Solution	Outline of approach	<p>Please provide the outline as follows:</p> <ul style="list-style-type: none"> <li>• General overview of the solution to address the problem and to achieve the expected deliverables</li> <li>• Overview of the structure of the work</li> <li>• Methodology including relevant information sources and techniques to be used in the implementation</li> <li>• Provisional workplan</li> </ul>
	People involved and qualifications	<p>Please provide a list of the involved parties who will work on the project and in what capacities, including their CVs, as follows:</p> <ul style="list-style-type: none"> <li>• Process Lead and/or</li> <li>• Country specialist/s</li> </ul> <p>The process lead shall have the following qualifications:</p> <p>a) Soft skills: skilled in teamwork, clarity of expression, cultural sensitivity, critical thinking and consensus building;</p>

		<p>b) Contribution: oriented towards achieving solutions and results, while also respecting the process timelines;</p> <p>c) Engagement: possesses the ability to engage their constituency and encourage active participation;</p> <p>d) Facilitation and drafting: possesses skills for coordination, drafting and facilitation; and</p> <p>e) Technical skills: expertise on the commodity sector and the geographical area under assessment are recommended, but are not necessary to manage the risk assessment process.</p> <p>The process lead shall engage country specialist(s) to ensure the use of local knowledge during the development and/or revision of a risk assessment, unless the process lead meets the criteria of country specialist. The country specialist/s shall have, at a minimum, the following credentials:</p> <p>a) A bachelor's degree in a relevant field;</p> <p>b) Three years' experience in the field relevant to the risk assessment;</p> <p>c) Documented research and analysis skills;</p> <p>d) A detailed understanding of the country/regional context and system, including an understanding of the legal system governing the commodity in question.</p>
	<i>Projected timeline for implementation</i>	Please provide approximate timeframes and dates for completion of the various stages of the project. In case the offer includes more than one lot, please provide assurance of the sufficient capacity to complete the tasks and achieve the deliverables with the required quality and timeliness.
<b>Vendor Qualifications</b>	<i>Company background</i>	Please describe your company's background and experience with the relevant area.
	<i>Knowledge of specific local conditions</i>	Please describe the vendor's knowledge of the specific local conditions, including information sources that confirm

		relevant expertise and experience in the respective lot, as well as relevant previous collaboration with other specific organizations.
	<i>Client references</i>	Please provide (min 3, of the scale adequate to the scale of this project).
	<i>Relevant past projects</i>	Please provide short description of relevant past projects (such as: Environmental impact/risk assessment).
	<i>Certificates</i>	ISO 31000 (not required, but preferred)
<b>Acceptance of Terms and Conditions</b>	<p>By providing the offer, the vendor accepts FSC's RFP Terms and Conditions provided below.</p> <p>The vendor has read the template of the FSC Service Agreement and, provided that the award was granted, commits to sign the agreement, where the possible changes are limited to the sections highlighted in yellow, as described in section 11 of the FSC's RFP Terms and Conditions.</p> <p>The vendor declares that their potential engagement in this activity shall not imply any conflict of interest.</p>	
<b>Cost estimate with breakdown</b>	<p>Please provide a detailed breakdown of costs per lot and deliverables using the price sheet provided, with all expected costs (including costs of maps, if relevant). Please provide as many filled in price sheets as many lots you are applying for. Filling out the provided price sheet is mandatory for FSC to be able to have an objective price evaluation.</p>	
<b>Demonstration</b>	To be scheduled by FSC at a mutually convenient time.	
<b>Format</b>	Please submit the technical and financial proposal SEPARATELY, technical proposal in PDF format, financial proposal in the provided template in both formats: editable Excel file and PDF format, in English language.	

## HOW TO SUBMIT

Please submit all materials via email to [procurement\\_tenders@fsc.org](mailto:procurement_tenders@fsc.org)

## RFP CRITERIA AND PROCESS STEPS

This call is not open for members of FSC decision-making bodies (e.g., members of the Policy and Standards Committee (PSC), members of FSC international Board of Directors (BoD), FSC Network Partners and members of their governing bodies). Representatives of FSC-disassociated companies are not eligible to participate in this RFP.

The following criteria will be used to evaluate vendors, in descending order of importance:

Criterion	Description
<b>Suitability of Solution</b>	The successful proposal will convincingly indicate that it can address all or most of FSC's requirements. In the event that not all requirements can be met, the successful proposal will provide a satisfying explanation as to why not and a plan for how these needs can be addressed. The successful proposal will describe a solution that aligns well with FSC's existing processes and culture.
<b>Suitability of vendor</b>	The ideal vendor will have significant prior experience successfully setting up independent research and related projects that are similar to FSC's needs, including positive references from former clients. The successful vendor will display the skills necessary for working with FSC, such as fluent English, as well as the skills necessary for working on this specific project.
<b>"Soft" characteristics</b>	FSC will seek a vendor that it believes will be pleasant and easy to work with, considering factors like responsiveness, flexibility, and attitude.
<b>Cost</b>	FSC will evaluate which vendor provides the best value for cost. This does not mean that the successful vendor will be the cheapest vendor. <b>FSC's decision shall NOT be based solely on cost.</b>

### Description of the RFP Process steps

Step	Description
<b>Deadline for questions</b>	Please submit all questions you have in preparing your proposal to <a href="mailto:procurement_tenders@fsc.org">procurement_tenders@fsc.org</a> by this day.
<b>Deadline for FSC to answer questions</b>	FSC will respond (via email or call) to all questions received by each vendor. Alternatively, according to its discretion and depending on the vendor feedback received, FSC may elect to hold a conference call with all candidates in which vendors are given pseudonyms and responses to



	questions (the askers of which would, again, be kept anonymous) are discussed in an open conversation.
<b>Closing date for proposal submission</b>	All proposals must be received by this time. Late proposals will be accepted only at FSC's discretion.
<b>Proposal evaluation and shortlisting</b>	FSC will evaluate proposals based on criteria such as team composition and skills, experience and relevant references, approach/methodology and cost.
<b>Individual interviews with shortlisted candidates</b>	Selected vendors will be invited either to FSC's offices to meet with key staff or to a conference call to present their proposal and answer questions on the proposed approach and budget.
<b>Negotiations with final candidates</b>	FSC will enter negotiations with the final group of candidates and will reserve the right to request further interviews, references, portfolios, etc. to assist in taking a decision.
<b>Notification of final selection</b>	FSC will notify all vendors as to the result of the selection process. FSC will enter award the contract to the most competitive vendor.
<b>Estimated Contract Commencement Date</b>	FSC anticipates the contract to commence on or around this date, subject to the timely completion of negotiations and agreement finalization

## RFP TIMELINE

All deadlines end at 23:59 Bonn time (Central European Time).

Date, tentative by	Event
25.06.2025	Request issued
16.07.2025	Deadline for bidders to submit questions
06.08.2025	Deadline for FSC to provide response to the questions
10.09.2025	Closing date for proposal submission
13.10.2025	Proposal evaluation and shortlisting
24.11.2025	Individual interviews with shortlisted candidates
05.01.2026	Negotiations with final candidates
12.01.2026	Notification of final selection
02.02.2026	Estimated Contract Commencement Date

## ANNEXES

Please find the following supplemental documents attached:

Document name	Description																								
FSC Service Agreement Template	The contract that will be signed between the vendor and FSC, if the award is granted (for more details, please see section 11 below).																								
NRA and CNRA list	<p>List of existing national (NRA) and centralized (CNRA) risk assessments relevant for the respective lots of this RFP can be found under the respective hyperlinks:</p> <table> <tr> <th colspan="2">Country</th></tr> <tr> <td><a href="#">Argentina</a></td><td><a href="#">Malaysia</a></td></tr> <tr> <td><a href="#">Australia</a></td><td><a href="#">Mexico</a></td></tr> <tr> <td><a href="#">Belgium</a></td><td><a href="#">Papua New Guinea</a></td></tr> <tr> <td><a href="#">Bolivia</a></td><td><a href="#">Peru</a></td></tr> <tr> <td><a href="#">Colombia</a></td><td><a href="#">Poland</a></td></tr> <tr> <td><a href="#">Croatia</a></td><td><a href="#">Republic of Korea</a></td></tr> <tr> <td><a href="#">Denmark</a></td><td><a href="#">Slovenia</a></td></tr> <tr> <td><a href="#">Eswatini (former Swaziland)</a></td><td><a href="#">South Africa</a></td></tr> <tr> <td><a href="#">Guatemala</a></td><td><a href="#">Thailand</a></td></tr> <tr> <td><a href="#">Honduras</a></td><td><a href="#">Uruguay</a></td></tr> <tr> <td><a href="#">Luxembourg</a></td><td></td></tr> </table>	Country		<a href="#">Argentina</a>	<a href="#">Malaysia</a>	<a href="#">Australia</a>	<a href="#">Mexico</a>	<a href="#">Belgium</a>	<a href="#">Papua New Guinea</a>	<a href="#">Bolivia</a>	<a href="#">Peru</a>	<a href="#">Colombia</a>	<a href="#">Poland</a>	<a href="#">Croatia</a>	<a href="#">Republic of Korea</a>	<a href="#">Denmark</a>	<a href="#">Slovenia</a>	<a href="#">Eswatini (former Swaziland)</a>	<a href="#">South Africa</a>	<a href="#">Guatemala</a>	<a href="#">Thailand</a>	<a href="#">Honduras</a>	<a href="#">Uruguay</a>	<a href="#">Luxembourg</a>	
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FSC-PRO-60-006b	Draft procedure that describes the content of the risk assessment. Note: The revised procedure is available <a href="#">here</a> . Other relevant documents and to learn more about the ongoing revision can be found at the process page <a href="#">here</a> .
FSC RFP Clarifications Template	The template can be used in case further clarifications to the RfP are needed from your part.
FSC Price Sheet Template	The price sheet will be filled out for each deliverable stated in the DELIVERABLES section and sent back in both PDF (signed) and XLS format.
Interview availability	Please indicate your availability for interview in the schedule included together with the Price Sheet Template

## TERMS AND CONDITIONS

### 1. RFP Amendment

FSC reserves the right to amend, cancel or re-issue the RFP at any time.

### 2. Submission of Proposal

Proposal must be submitted in the English language on the requirements specified in this RFP. Vendors must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP. Prices must be stated in USD and value added tax or similar and any further applicable taxation (e.g. withholding tax) should be itemized separately. Prices shall be final and not subject to revision, unless it is a reduction, after the closing date for submission. After the closing date for submission, the proposal becomes legally binding to the vendors that participated.

### 3. Clarifications or Further Information Regarding the RFP

FSC will only respond to questions in writing (including via email). Any question and answer will also be provided to any other vendor to ensure all vendors are provided with the same information upon which the vendors could base their adjusted proposal.

#### **4. Late or Non-Compliant Proposals**

FSC will not be obligated to consider any proposal submitted later than the closing date or not completed fully in accordance with the requirements specified in this RFP.

#### **5. Rejection of Proposals, Waiver of Informalities or Irregularities, Negotiations**

- a. FSC reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the organization.
- b. FSC reserves the right to negotiate and award only a portion of the requirements; to negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate, at its sole discretion to add new considerations, information or requirements at any stage of the procurement process, including during negotiations with vendors.

#### **6. Vendor's Cost to Develop the Proposal**

Each vendor will meet its own costs associated with the preparation and demonstration of its proposal and any negotiations.

#### **7. Withdrawal and/or Amendment of Proposal**

Proposals may be withdrawn or amended at any time before the contract award, provided notification is received in writing.

#### **8. Revisions of Proposal**

Once the proposal has been received and the closing date for submission passed, FSC may decide not to accept further commercial or legal revisions which constitute a change to the original proposal submitted by the vendor in response to the RFP.

#### **9. FSC's clarification**

FSC may, at any time, request from any vendor clarification of its proposal as well as additional information about any aspect of its proposal. FSC is not required to request the same clarification or information from each vendor. The vendor must provide the clarification or additional information in the format requested. The vendor will endeavour to respond to requests in a timely manner. FSC may take such clarification or additional information into account in evaluating the proposal. Where the vendor fails to respond adequately or within a reasonable time to a request for clarification or additional information, FSC may cease evaluating the vendor's proposal and may eliminate the proposal from the RFP process.

## 10. Proposal Validity Period

This RFP contains no contractual proposal of any kind. Any proposal submitted will be regarded as a proposal by the vendor and not as an acceptance by the vendor of any proposal by FSC. Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for (3) months following the closing date for submission and will become part of the contract that may be proposed by FSC to the awarded vendor.

## 11. Contracting

- a. By submitting the proposal, the vendor acknowledges that
  - i. FSC Service Agreement will be used to formalize the award;
  - ii. the vendor has familiarized with all sections of the FSC Service Agreement provided during the RFP process, and
  - iii. the vendor is aware that only explicitly identified sections (highlighted in yellow) are open for potential requests for adjustments in the FSC Service Agreement. The requests for adjustments shall be submitted at the latest together with the submission of the proposal (see section 2 above).
- b. After the award, if the vendor refuses to accept the FSC Service Agreement, FSC reserves the right to withdraw the award.

## 12. Ownership of the Proposal Documents

In consideration of FSC undertaking to give fair consideration and to consider the vendor's proposal received, but for no other consideration, all proposal documents submitted in response to the RFP shall become the property of FSC which may use such information including the copyright of same for the proposal evaluation purpose. Notwithstanding the above and without prejudice to anything agreed in any subsequent contract, ownership of the intellectual property in the information contained in the proposal document shall remain unchanged.

## 13. Confidentiality

- a. Each vendor will take reasonable steps to protect information related to the FSC activities, whose access is subject to restriction ("Confidential Information") and will not disclose Confidential Information to a third party without the prior written consent by FSC.
- b. The RFP or any part thereof, and all copies thereof must be returned to FSC upon request. It is understood that this RFP is confidential and proprietary to FSC, contains privileged information, part of which maybe copyrighted and is communication to and received by

vendors on the condition that no part thereof or any information concerning it may be copied or exhibited to others without the prior written consent of FSC except that vendors may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them.

- c. The confidentiality obligation stays effective for two (2) years following the receipt of these RFP Terms and Conditions.

## **14. Privacy Statement**

Privacy Statement is provided below for your information. Please read it carefully.

# Privacy Statement RFP Process

## Introduction:

Thank you for your interest in participating in the Request for Proposals Procedure (hereinafter “RFP Process”). We at FSC Global Development GmbH (“FSC GD”, or “FSC”) respect your privacy and want you to understand how we collect, use, and share business and/or personal data about you in compliance with applicable data protection laws in relation to the processing for the RFP Process.

This Privacy Statement covers our data collection practices and describes your rights to access, correct, or restrict our use of your business and/or personal data. Except where we provide you a link to a different privacy statement or reference to other privacy documentation, this Privacy Statement applies when you provide data for RFP Process.

## 1. RFP Process Description

RFP Process is the process of collecting proposals for procuring various services or goods at FSC GD. The details and RFP Process Terms & Conditions can be found in the Request For Proposals document provided together with this Privacy Statement. The aim of the RFP Process is to facilitate the selection process of the vendors for the provision of services and goods for FSC, while creating a better value for money, establishing good governance measures and achieving quality improvements in the services FSC commissions (hereinafter “Purpose”).

FSC GD act as ‘controller’ of the data you provide.

## 2. What Personal Data We Collect

For the RFP Process, we need to collect and/or store some business and/or personal data, which can include the following:

- Full name (title, first name, middle name, last name)
- Company name
- Contact details, incl. address, email, phone number
- Company background and activities
- Outline of approach for the RFP Process
- Company staff names, titles and its qualifications (for the RFP Process)
- Description of past work projects
- Communication with FSC

## 3. How We Collect Your Personal Data

We process business and/or personal data provided to us directly by you by submitting the proposal for the RFP Process or in the follow-up communication. By submitting the Request for Proposals, you

are informed that your personal data is processed in accordance with Art. 6 para 1 lit. f GDPR to process your business and/or personal data for the purposes indicated in this privacy statement.

If the personal data you provided needs to be corrected, please, indicate the changes by sending the email to [procurement\\_tenders@fsc.org](mailto:procurement_tenders@fsc.org).

#### **4. How We Use Your Personal Data**

We are not using your business and/or personal data for anything else beyond the RFP Process or the processing described in this Privacy Statement.

The data that you provide will be accessible and will be processed by the authorized FSC Staff (including the employees and consultants of FSC GD, and, where applicable and if specified in the Request for Proposal document, the employees and consultants of FSC International Center gGmbH), in order to evaluate and select the vendor following the RFP Process.

#### **5. Who We Share Your Personal Data With**

All personal data we process for the Purpose of this Privacy Statement is processed by FSC staff for the purposes described above in section 1.

If the personal data that we collect from you needs to be transferred to, and processed by a processor based outside of the European Economic Area (EEA), we will take steps, such as including contractual clauses into our contracts with such processors or controllers, that would ensure that your personal data is safe and treated securely and in accordance with this Privacy Statement. Other than that, we do not share the personal data with other third parties, unless described in this Privacy Statement or is required to do so by law.

If the personal data that we collect from you needs to be transferred to, and processed by a processor based outside of the European Economic Area (EEA), we will take steps, such as including contractual clauses into our contracts with such processors or controllers, that would ensure that your personal data is safe and treated securely and in accordance with this Privacy Statement. Other than that, we do not share the personal data with other third parties, unless described in this Privacy Statement or is required to do so by law.

#### **6. How Long We Keep Your Personal Data**

We will keep your data for 2 years following the submission of the proposal in the RFP Process. Upon your request, we provide you with information about the personal data we hold about you. Furthermore, upon request we rectify or delete your personal data, as far as no statutory storage requirements apply. For details on your rights, please see the respective section below.



## 7. Security

We are committed to ensuring the privacy of your personal data. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the personal data we collect online.

## 8. Your Rights

We would like to make sure you are fully aware of all your data protection rights. You are entitled to the following:

- The right to access enables you to receive information on whether we process your personal data as well as a copy of the personal data we process about you.
- The right to rectification enables you to have any incomplete or inaccurate personal data we hold about you corrected, though we may need to verify the accuracy of the new personal data you provide to us.
- The right to erasure enables you to ask us to delete or remove personal data where there is not a good reason or legitimate interest for us to continue to process it.
- The right to restrict processing enables you to ask us to suspend the processing of your personal data under specific circumstances.
- The right to data portability enables you to request that we provide you or a third party of your choosing with the personal data which you have provided to us (in a structured, commonly used, machine-readable format).
- The right to object enables you to object to our processing of your personal data where we rely on our legitimate interest as legal basis. In some cases, we may demonstrate that we have compelling legitimate grounds to process your personal data which override your rights and freedoms.
- The right to make a complaint to the competent data protection authority. We would, however, appreciate the chance to deal with your concerns so if you have any questions or concerns regarding our processing of your personal data please contact us at [privacy@fsc.org](mailto:privacy@fsc.org).

If you would like to exercise one of your data protection rights, please do not hesitate to contact us at [privacy@fsc.org](mailto:privacy@fsc.org) or our Data Protection Officer at the contact details set out below.

## 9. How to Contact Us

If you have questions about this Privacy Statement, the personal data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact us:

Email us at: [privacy@fsc.org](mailto:privacy@fsc.org)

Postal Address and further company details:

**FSC Global Development GmbH,**

**Adenauerallee 134, 53113 Bonn, Germany**

**Phone: 0049 (0) 228 36766 0**

**Fax: 0049 (0) 228 36766 30**

**Managing Director: Dr. Subhra Bhattacharjee and/und Marion Barriskell**

**Commercial register: Bonn HRB 15990**

**VAT-Ident-No: DE258067376**

**If you have a complaint about our use of your personal data, please contact our Data Protection Officer to address your complaint:**

**Scheja & Partner Rechtsanwälte**

**Mr. Boris Reibach**

**Adenauerallee 136, 53113 Bonn**

**Tel.: +49 (0) 228-227 226-0**

**Fax: +49 (0) 228-227 226-26**

**E-mail: [info@scheja-partner.de](mailto:info@scheja-partner.de)**

**Contact form: <http://www.scheja-partner.de/kontakt/kontakt.html>**

**Website: [www.scheja-partner.de](http://www.scheja-partner.de)**

## **10. Changes to our Privacy Statement**

**We reserve the right to unilaterally change this Privacy Statement from time to time to ensure that it complies with current legal requirements or to implement changes to our Services in the Privacy Statement, for example, when introducing new services. In this case FSC GD will send a notification regarding any changes to your email address which is known to FSC GD.**

**This Privacy Statement was last updated on 21 April 2022.**



**FSC International**

Adenauerallee 134

53113 Bonn

Germany

**Phone:** +49 -(0)228 -36766 -16

**Fax:** +49 -(0)228 -36766 -65

**Email:** [procurement\\_tenders@fsc.org](mailto:procurement_tenders@fsc.org)