

FMO

Entrepreneurial
Development
Bank

Request for Proposal

Invitation to tender in accordance with the Practical Guide to Contract Procedures for European Union External Actions 2018 (PRAG)

The open procedure for Technical Assistance: Risk Management and Reporting interventions

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Definition of terms

Contracting Authority	De Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V. (also referred to as 'FMO'). FMO is the Dutch development bank.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written framework agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are laid down in writing.
Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor.
Declaration on Honour	A statement in which the Tenderer declares his compliance with the requirements specified in this document, a template of which is attached hereto as Annex 4
EC	European Commission
EIP	The EU's External Investment Plan
ENC	European Neighbouring Countries
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that if applicable result in exclusion of the Tenderer from participation in the tendering process.
Facility	The NASIRA Risk Sharing Facility
FI	Financial Intermediary, including Microfinance Institutions (MFIs), Non-Banking Financial Institutions (NBFIs) and licensed banks.
FMO	Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V., incorporated under Dutch law as a public company, with registration number 270785450000 having its office address at Anna van Saksenlaan 71 in The Hague, the Netherlands (also referred to as 'the Contracting Authority').
Framework Agreement	The agreement entered into between FMO and the winning Service Providers, a draft of which agreement is attached to this Request for Proposal as Annex 6.

Further Agreement	A further contracted granted under the multiple Framework Agreement to which all terms and conditions as laid down in the multiple Framework Agreement will apply.
The NASIRA Risk Sharing Facility	The agreement signed by FMO and the EC in December 2018 consisting of a bilateral loss-sharing scheme between FMO and its FI clients for unlocking lending to specific target groups (migrant-, women- and young- entrepreneurs) for an amount up to €75 million for a period of four years.
Most Economically Advantageous	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
PRAG	Practical Guide to Contract Procedures for European Union External Actions and practical guide 2018.
Service Providers	The parties that have entered into the Framework Agreement with FMO.
SSA	Sub-Saharan Africa
Summary of additional information	The answers provided by FMO to the questions asked by the potential Tenderers regarding the tender document and all its Annexes via the template as provided in Annex 7.
Target groups	Women-, young and migrant entrepreneurs organised as micro, small and medium-sized enterprises, (also known as end- beneficiary), as defined in the Terms of reference, as attached hereto an Annex 2
TA	Technical Assistance
Tender Document	This document including all its annexes.
Tenderer	A legal entity who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is addressed to the Tenderer.
Tender	A proposal submitted by the Tenderer in response to this Tender Document.

1. Introduction

This Tender Document is an invitation for potential Service Providers to tender and it is drafted in accordance with PRAG. Potential Service Providers are welcome to submit a Tender to offer their services under a Framework Agreement. The aim of this tender procedure is to enter into a multiple Framework Agreement with 3 to 5 Service Providers under which Framework Agreement contracts will be awarded following mini competitions to perform the services specified therein during the validity of the Framework Agreement

Potential Service Providers are hereby invited to submit a Tender based on this Tender Document.

1.1. Contracting Authority

Since 1970, FMO is the Dutch development bank. FMO has been the driving force behind investments empowering entrepreneurs in developing countries and emerging markets globally. FMO has a total committed portfolio of EUR 9.6 billion and finances commercially viable businesses and projects in key sectors for development: agribusiness, food & water, energy and financial institutions. FMO invests with the aim of enhancing local prosperity in places where this is needed most. FMO's role extends beyond that of a financier, it also challenges businesses to meet high international standards regarding the social welfare of people, corporate governance and the environment.

Additionally, FMO contributes to the strengthening of its existing and prospect clients with technical assistance, as a thriving private sector needs more than just finance. At the core of FMO's TA Program (defined at FMO as 'Capacity Development Program') is the promotion and facilitation transfer of knowledge and skills to FMO's clients and prospective clients to strengthen their organisations in a sustainable way. Over the last ten years, FMO's existing TA Program has contributed €52 million to over 500 projects; counting FMO's clients' contributions to these projects, TA has additionally catalysed more than €100 million.

About NASIRA, serving underserved entrepreneurs

In December 2018, FMO and the European Commission (EC) signed the agreement for the NASIRA Risk Sharing Facility ('NASIRA' or 'the Facility') for an amount up to €75 million for a period of four years. FMO will manage this Facility, which provides a bilateral loss-sharing scheme between FMO and its FI clients for unlocking lending to specific target groups (migrant-, women- and young- entrepreneurs) that are perceived by the FIs as being high-risk. The Facility targets mainly tier 1 and tier 2 FIs, and tier 1 Microfinance Institutions (MFIs).

NASIRA has been designed in the context of the EU's External Investment Plan (EIP). The EIP was launched in September 2017 and aims to leverage by 2020 €44 billion of investments for sustainable development in Africa and the EU Neighborhood, through an EU contribution of €4.1 billion. It aims to promote inclusive growth, job creation and sustainable development and in this way tackle some of the root causes of irregular migration.

More information about NASIRA and how it works can be accessed at <http://www.nasira.info/>.

About the NASIRA TA Facility and its objective

Complementary to the Risk Sharing Facility, the EC approved in total €4 million in Technical Assistance (TA) for FIs and end-beneficiaries in order to strengthen the ability of FIs to better serve the target groups and to unlock and enhance their potential. The three target groups specifically aimed at are women-, young- and migrant entrepreneurs organised as micro, small and medium-sized enterprises (MSMEs), often perceived by FIs as being high-risk, leaving them with limited or no access to formal financial services. Therefore, the TA Program will work on i) FIs' internal risk management systems, and ii) tools to improve the service provided to the Target groups in the Sub Saharan Africa (SSA) and European Neighboring Countries (ENC) regions (see **Annex 1** for the NASIRA country list). For a successful implementation of the Facility and to generate the envisioned impact, TA is a crucial component of the NASIRA Program.

For more information on the Risk-related Technical Assistance for NASIRA and its procurement please refer to <https://www.fmo.nl/news-detail/f410a030-oded-4ea2-a958-866918676e13/announcing-procurement-technical-assistance-and-ict-services-for-fmo-s-nasira-program>.

1.2. Reason for this invitation to tender

This Tender document outlines the details for the selection of service providers under a multiple Framework Agreement to support both FMO's FI clients participating in the NASIRA Program and the Target Groups. The main objective is to establish a multiple Framework agreement for Services to provide Technical Assistance to FIs across SSA and ENC, supporting FI clients in the operationalization of the NASIRA Facility, focusing on improvements in risk management and reporting.

Please note, that the envisaged multiple Framework Agreement is an empty shell with no financial value in itself. Only the Further Agreements awarded following mini competitions under the Framework Agreement are preceded by a budgetary commitment

Time schedule

The time schedule below applies to the current tender procedure:

Activity	Date
Publication Prior information notice	29 March 2019
Publication Contract notice (Publication of all tender documents, commencement of submission period)	3 June 2019
Deadline for Tenderers to ask questions about this tender document and the Framework Agreement (including FMO's general terms and conditions for purchase)	28 June 2019
Send Summary of additional information	15 July 2019
Deadline and time for receiving Tenders	1 August 2019
Assessment of Tenders	1 August up to and including 16 September
Sending notification of award decision	20 September 2019
End of Standstill (Deadline for asking questions and/or asking for a preliminary injunction concerning the notification of the award decision)	10 October 2019
Deadline for the winning Tenderers to provide the evidence requested by the Contracting Authority	10 October 2019
Commencement date Framework agreement	30 October 2019

If in the opinion of the Contracting Authority - circumstances provide cause to do so, the Contracting Authority is entitled to amend the specified period(s). In such case, new dates will be made publicly available accordingly.

2. Description of assignment

2.1. Description and objective of the assignment

The purpose of this Request for Proposal is to establish a multiple Framework agreement with 3 to 5 Service Providers to provide Technical Assistance to FMO FI clients and the Target Group. This Technical assistance focusses on improvements in risk management and reporting across SSA and ENC region over a period of 48 months.

2.2. Contract Period and Budget

The Contracting Authority intends to conclude a multiple Framework agreement with 3 to 5 Contractors for a period of 48 months. The foreseen commencement date of the Framework agreements is 30 September 2019.

The maximum budget available for the services foreseen under the Framework agreement over 48 months is 2,500,000 euro.

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

During the term of the Framework agreement, the Contracting Authority could ask for a request for a Further Agreement. In that case, the Contractors will be asked by the Contracting Authority to submit a proposal regarding that Further Agreement in conformity with the specifications as indicated in such request.

2.3. Scope of the assignment

Reference is made to the Terms of Reference as attached to this Tender document as **Annex 2** for a detailed description of the scope of the assignment.

2.4. Pricing

The Tenderer is asked to complete the Price Schedule in **Annex 3** and to provide an overview of all maximum daily rates for executing the services specified in any Further Agreement as awarded following mini-competitions under the Framework Agreement. When the Tenderer is awarded a Further Agreement following mini-competition under this Framework agreement and a price is offered to the Contracting Authority (via a mini-competition) the maximum daily rates offered cannot be higher than the corresponding maximum daily rates offered by the Tenderer in **Annex 3** as filled out and signed by the Tenderer. The offered rates are including VAT.

The template of the Price Schedule is attached in **Annex 3**. Tenderers must use this template and comply with the structure as provided therein.

3. Rule of nationality, Exclusion grounds and Eligibility requirements concerning the Tenderer

In this section, you can find the requirements set by the Contracting Authority to determine whether a Tenderer is considered suitable to be awarded the Contract. For this purpose, the rule of nationality applies and Exclusion Grounds and Eligibility Requirements have been set.

3.1. Rule of nationality

Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of Tenderers) which are effectively established in a Member State of the European Union or in an eligible country or territory as defined under the Regulation (EU) No 236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR). Participation is open to (international) organisations based outside or inside the European Union.

Economic resources provided by the Contracting Authority under the Framework Agreement shall not be made available to, or for the benefit of, third parties - whether entities, individuals or groups of individuals - designated by the EU as subject to restrictive measures in the lists provided at www.sanctionsmap.eu ("EU Restrictive Measures") and these parties cannot submit a Tender.

3.2. Exclusion Grounds

3.2.1. Declaration on Honour

All Tenderers shall provide a Declaration on Honour, stating that none of the situations of exclusion as listed therein apply at the date on which the Tender is submitted, in conformity with the draft attached as **Annex 4**.

Tenderers will provide a signed Declaration on Honour as part of their Tender. The Contracting Authority will exclude the Service Provider if the Tenderer is in a situation listed in the Declaration on Honour.

The Contracting Authority is not forced to exclude a Tenderer where i) it can demonstrate that adequate measures have been adopted which ensure its reliability or ii) where the exclusion would be disproportionate. The requirement to sign a Declaration on Honour also applies to each and any sub-contractor prior to entering into a sub-contract with a Tenderer under the Framework Agreement or any Further Agreement. Before contracting any sub-contractor under this Framework Agreement or any agreement thereunder, the winning Tenderer shall obtain prior written approval of FMO to contract such sub-contractor, which approval shall not be upheld unreasonably by FMO.

Evidence provided

Only the winning Tenderers shall provide the documents referred to as selection criteria in this section 3 as supporting evidence before signature of the Contract and within a deadline set thereto by the Contracting Authority. This requirement applies to all members of the consortium in case of a joint Tender. This requirement also applies to each and any sub-contractor that the winning Tenderer intends to sub-contract under this Framework Agreement or any agreement thereunder.

Where it is necessary to ensure the proper conduct of the procedure and there is a risk that the Declaration on Honour may contain false or distorted data, FMO will verify the reliability of the information provided in the Declaration on Honour by requesting appropriate evidence. Such verification will in particular be undertaken if FMO becomes aware of concrete signs or indications (such as press reports) that put into question the information provided in the declaration.

3.3. Eligibility Requirements

The purpose of the Eligibility Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Contracting Authority. The following Eligibility Requirements are applicable:

3.3.1. Financial and economic standing

In order to prove their economic and financial capacity, the winning Tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) shall provide:

- Evidence that the total turnover of the Tenderer was higher than 2,500,000 euro in the immediate prior fiscal year. In case of a Tender by a consortium of parties, at least the lead Tenderer needs to comply with this eligibility requirement regarding total turnover.

The following evidence should be provided by the Tenderer:

- Copy of the Tenderer's audited and approved annual accounts over 2017.
- Evidence of the Tenderer's professional liability insurance coverage of at least 2,500,000million euro per event by a reputable insurance company.

If, for some exceptional reason, which the Contracting Authority considers justified, the Tenderer is unable to provide the references requested by the Contracting Authority, it may prove its economic and financial capacity by any other means, which the Contracting Authority considers appropriate.

3.3.2. Technical qualifications and professional capacity

The following evidence should be provided by the Tenderers who actually submit a Tender:

- A copy of the Tenderer's registration with Trade register or equivalent (a proof of registration on a professional or trade register or any other official document showing the registration number).
- Three (3) references that show that the Tenderer has completed (as a sole operator, in groupings or consortia, or as a subcontractor) at least three (3) assignments during the past 5 years in the domain of Risk management where " assignment" is defined in this context as comprising 30 man-days of work or more. References should include a detailed description of the type of services provided by the Tenderer, the budget and the name and contact details (email and phone) of the client served and have a budget

value of at least 75,000 euro. Tenderers are requested to make use of the template provided in Annex 5 for each of the three (3) references to be provided.

- Tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In case of projects still on-going only the portion satisfactorily completed during the reference period will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value. If a Tenderer has implemented the project in a consortium, the percentage that the Tenderer has successfully completed must be clear from the documentary evidence, together with a description of the nature of the services provided.

4. Award criteria and assessment method

4.1. Introduction

The Tenderers are invited to submit a Tender in which they respond to the award criteria listed below. Tenders are opened and evaluated by an evaluation committee formally appointed by the Contracting Authority comprising a non-voting chairperson, a non-voting secretary and (3) three voting members (the ‘evaluation committee’). The voting members of the evaluation committee each have equal voting rights.

Each of the Tenders that will be reviewed by the evaluation committee will receive points depending on the quality of the answers given by the Tenderers to the award criteria. The number of points will be granted by the evaluation committee in conformity with the Assessment method set out below. The award criteria serve to identify the best quality-price ratio. These criteria cover both the technical quality and price of the Tender.

The response to the award criteria must be included in the Tender by the Tenderer.

In total 120 (maximum) points can be obtained by the Tenderer for the response to the award criteria.

Award criteria	Maximum number of points to be obtained
Qualitative Criteria	100
Technical proposal Evaluation will be based on the Tenderer’s written statement (max. 5 pages) comprising of; <ul style="list-style-type: none"> ➤ Profile of the Tenderer (company profile) ➤ Methodology and approach, reflecting main consultancy principles, the approach and way of working ➤ Reflections on the Terms of Reference of importance for the successful implementation of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the Framework Agreement. Please note, that any comments contradicting the Terms of Reference or falling outside their scope will not form part of the final Framework Agreement. ➤ The total maximum size of the Methodology and Approach is 5 pages A4, double sided. 	40
Team and expertise Composition and quality of the team proposed for the performance of the services and potential business continuity measures concerning the team members to be involved in the context of the future assignments.	40

<p>All staff appointed to the performance of the services shall have an excellent level of English. Team members with an excellent level of French, Russian and/or Arabic are considered an asset. 2</p> <p>In order to enable the evaluation committee to assess the quality of the team proposed, tenders should include a detailed profile of all team members proposed for the performance of the services and describe measures that aim to ensure continuity. Each CV should indicate the level of seniority of the consultant and should not exceed 2 pages, reflecting the main qualifications and highlighting the most relevant experience.</p> <p>The evaluation will be based on:</p> <ul style="list-style-type: none"> ➤ The CVs of the core team to be involved in the context of future assignments, composed of 1 Junior Consultant, 2 Senior Consultants and 1 manager. The Tenderer should clearly indicate which CVs are to be considered as part of the core team, if more CVs are proposed than the number mentioned for the core team. ➤ Description of potential business continuity measures concerning the team members to be involved in the context of future assignments (back-up team members, Tenderer's recruiting and sourcing capabilities, etc.) and the ability and willingness to work with local experts (max. 4 pages) 	
<p>Risks</p> <p>Tenderers are requested to list the 5 key risks affecting the successful implementation of the Framework Agreement and show how the Tenderer intends to mitigate those (5) risks during the term of the Framework Agreement.</p> <p>The risks identified by the Tenderer will be evaluated based on (i) the relevance of these risks regarding the Services and (ii) the extent to which the mitigating measures suggested can contribute to reducing risks. The total maximum size of the answer regarding risks will be 2 pages A4, double sided, Georgia 10</p>	20
<p>Price</p>	20
<p>Rates/ Price</p>	20

The total number of points obtained for the qualitative criteria above (max. 100) will be added to points awarded for the price (max. 20). Answers with more text than the maximum pages imposed will not be read.

The Contracting Authority intends to contract the (max. three to five) parties with the Most Economically Advantageous Offer. With equal scores, the score on Quality will be decisive.

If the number of eligible Tenderers meeting the selection criteria is more than the maximum allowed, the Contracting Authority will rank them using the assessment method for qualitative award criteria and price below.

4.2. Assessment method for qualitative award criteria

During the assessment, the evaluation committee will evaluate in accordance with the following scale for the weighting of the quality criteria.

Quality of the response	Weighting percentage of the maximum points available per preference	Grade
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Excellent, with added value. Tenderers answers is above expectation. According to the evaluation committee, the Tenderer gave a relevant, applicable and excellent answer that is entirely based on the principles of this Tender, the objective of this assignment, the required Service, the Contracting Authority and the Agreement. All elements and aspects of the question and answers thereto are fully addressed.	100%	10
Good. According to the evaluation committee, the Tenderer gave a relevant, applicable and a good answer that is based on the principles of this Tender, the objective of this assignment, the required Service, the Contracting Authority and the Agreement. All elements and aspects of significant points of the question and answers thereto are addressed clearly.	80%	8
Satisfactory. According to the evaluation committee, the Tenderer gave a partly relevant, applicable answer that is based on the principles of this Tender, the objective of this assignment, the required Service, the Contracting Authority and the Agreement. All elements and aspects of the questions and answers thereto are partly or brief addressed.	60%	6
Not satisfactory. According to the evaluation committee, the Tenderer gave an insufficient answer that is not or not adequately based on the principles of this Tender, the objective of this assignment, the required Service, the Contracting Authority and the Agreement. Not all elements and aspects of the questions and answers thereto have been adequately and /or sufficiently discussed.	40%	4
Poor, not satisfactory at all. According to the evaluation committee, the Tenderer gave very inadequate answer that by no means is based on the principles of this Tender, the objective of this assignment, the required Service, the Contracting Authority and the Agreement. None of the elements	20%	2

and aspects of the questions and answers thereto have been discussed.		
No result	0%	0

4.3. Assessment method for price/rates

Given the fact that the scope of the Further Agreements is uncertain at this point in time, the Contracting Authority requires Tenderers to submit competitive daily rates to be able to compare pricing. To ensure comparable prices, the Contracting Authority, is asking for maximum daily rates for three degrees of seniority that can be offered by the Tenderers during the term of the Framework Agreement. These rates will be multiplied by a fictitious number of days. The indicated maximum daily rates are the maximum daily rates that will apply to the Tenderer once awarded the Contract. The Tenderers are asked to fill out the maximum daily rates. The Costs per role will automatically follow (the calculation formula is included in Annex 3 provided) and do not need to be inserted. The Tenderers can only use the template provided in Annex 3. Please do not use any other template.

All prices stated are in Euro and are inclusive of VAT.

The points awarded for the price will be calculated using the following formula:

$$CP/P*20 = \text{Score for Tender}$$

$$\text{Lowest Fictitious Total Price} = CP$$

$$\text{Fictitious Total Price of tender X} = P$$

The 3 to 5 Tenders with the highest number of points in total for both qualitative criteria and price will be regarded as the 'winning' Tenders and the Tenderers that offered these 'winning' Tenders will be invited by the Contracting Authority to provide evidence in conformity with paragraph 5.4 below

5. Assessment of the Tender

5.1. Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The evaluation committee checks that the Tenders comply with the instructions given in the tender document. Any major formal errors or major restrictions affecting performance of the Contract or distorting competition result in the rejection of the related Tender.

The evaluation committee will check whether:

1. All required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 6) by the Tenderer;
2. The information is correct and complete, and no adjustments have been made to the documents provided by the Contracting Authority;
3. The Tenderers satisfy the rule of nationality, the Exclusion Grounds and the Eligibility Requirements.
4. No provisions or suspensive conditions or conditions precedent have been inserted by the Tenderer in the Tender (e.g. specifying that the Tenderer's own terms and conditions apply); and
5. 'The Declaration on Honour' or has been completed in full and has been legally signed by the Tenderer.

6. The Tenderer has accepted compliance with FMO's KYC Policy as attached as Annex 8.

In the event that the aforementioned requirements under 1 up to and including 6 have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process.

In this phase, only the administrative compliance of each of the Tenderers will be determined and recorded. Please note that the documentary proof for exclusion grounds and eligibility requirements are not verified during this phase.

Tenders that are unable to provide the documentary evidence later on in the procedure, will be excluded from further participation in the tendering process at that later moment in time.

5.2. Assessment of award criteria

Subsequently, all Tenders that are not excluded from the tendering process will be assessed by the evaluation committee.

5.3. Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender by the evaluation committee. The most economically advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio (20/100).

Technical Offer

The response to the qualitative award criteria in the Tenders will be evaluated by the evaluation committee against the requirements as specified in the Terms of reference.

When evaluating the Tenders, each of the three (3) voting members of the evaluation committee awards the response to the qualitative award criteria in each Tender a score out of a maximum 100 points in accordance with the evaluation grid (setting out the qualitative criteria, sub-criteria, price and weightings) laid down in section 4 of this Request for Proposal.

Each evaluator with voting rights completes an evaluation grid to record his/her assessment of each qualitative offer in order to establish a general appreciation of strengths and weaknesses of the individual Tenders.

On completion of the technical evaluation, the points awarded by each member are compared at the evaluation committee's session. Besides giving a numerical score, a member must explain the reasons for his/her choice and defend his/her scores before the evaluation committee.

The evaluation committee discusses each Tender and each member awards it a final score. Evaluators may change their individual evaluation as a result of the general discussion on the merits of each Tender.

In case of major discrepancies, full justification has to be provided by dissenting members. Once discussed, each evaluator with voting power finalises his/her evaluation grid on each of the Tenders and signs it before handing it over to the secretary of the evaluation committee.

The secretary calculates the aggregate final score, which is the arithmetical average of the individual final scores. The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined.

Only Tenders that achieve a score of 75 points or more in total are declared 'technically accepted'. Any Tender falling short of the 75-points threshold is automatically rejected. If no Tender achieves 75 points or more, the tender procedure is cancelled.

Out of the Tenders reaching the 75-point threshold, the best technical offer will be awarded 100 points. The others receive points calculated using the following formula:

Technical score = (final score of the technical offer in question/final score of the best technical offer) x 100.

Price

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated (i.e. those that scored an average score of 75 points or more) are opened and all the originals of these financial offers are initialled by the chairperson and the secretary of the evaluation committee.

The evaluation committee has to ensure that the financial offer satisfies all formal requirements. A financial offer not meeting these requirements may be considered inadmissible and be rejected.

The evaluation committee checks that the financial offers contain no obvious arithmetical errors. Any obvious arithmetical errors are corrected without penalty to the Tenderer.

The envelopes containing the financial offers of rejected Tenderers following the technical evaluation must remain unopened and be kept. They must be archived by the Contracting Authority together with the other tender procedure documents.

The evaluation committee then proceeds with the financial comparison of the fictitious total prices based on the daily rates between the different financial offers. Both the provision for incidental expenditure and the provision for expenditure verification are excluded from the comparison of the financial offers as these provisions will only become known during the mini-competition(s).

The tender with the lowest fictitious price receives 20 points. The others are awarded points by means of the following formula:

Financial score = (lowest fictitious price / total fictitious price of the Tender being considered) x 20.

When evaluating financial offers, the evaluation committee compares only the fictitious prices based on the daily rates.

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated (i.e. those that scored an average score of 75 points or more) are opened and all the originals of these financial offers are initialled by the chairperson and the secretary of the evaluation committee.

The evaluation committee has to ensure that the financial offer satisfies all formal requirements. A financial offer not meeting these requirements may be considered inadmissible and be rejected.

The evaluation committee checks that the financial offers contain no obvious arithmetical errors. Any obvious arithmetical errors are corrected without penalty to the Tenderer.

The envelopes containing the financial offers of rejected Tenderers following the technical evaluation must remain unopened and be kept. They must be archived by the Contracting Authority together with the other tender procedure documents.

The evaluation committee then proceeds with the financial comparison of the daily rates between the different financial offers. Both the provision for incidental expenditure and the provision for expenditure verification are excluded from the comparison of the financial offers as these provisions will only become known during the mini competition(s).

The tender with the lowest fictitious price receives 20 points. The others are awarded points by means of the following formula:

Financial score = (lowest fictitious price / fictitious price of the tender being considered) x 20.

When evaluating financial offers, the evaluation committee compares only the fictitious price based on the daily rates.

The entire evaluation procedure is confidential and subject to the European and Dutch legislation that applies to FMO regarding access to documents.

The evaluation committee's decisions are collective and its deliberations are held in close sessions. The members of the evaluation committee are bound to secrecy. The evaluation reports and relating internal

documents are for official use only and may be communicated neither to the Tenderers nor to any party other than FMO, the EC, the European Anti-Fraud Office and the European Court of Auditors.

5.4. Assessment of evidence

At the moment that the Tenderer legally signs 'The Declaration on Honour' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing 'The Declaration on Honour' or the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Contracting Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Contracting Authority will only request evidence from the winning 3 to 5 Tenderers. The Contracting Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

All Tenderers that have passed the technical and financial evaluations will need to go through FMO's Know Your Customer process and provide the relevant evidence as requested in that respect by FMO. FMO's relevant Know Your Customer policy is attached hereto as Annex 8.

The evidence must demonstrate that these winning Tenderers indeed comply with the content of 'The Declaration on Honour' and the Tender. Following the Contracting Authority's request to provide the evidence, these 'winning' 3 to 5 Tenderers have 15 (fifteen) calendar days to hand over the required evidence. If the Contracting Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in this Tenderer being excluded from further participation in the process. The Contracting Authority will then request evidence of the 'second best' Tenderer next in line with the 'second' highest Most Economically Advantageous Tender without any further re-assessment of the Tenders.

Once the required evidence is provided by the 3 to 5 Tenderers with the highest score (so excluding the Tenders that are being excluded from further participation in the process) and verified by the Contracting Authority, the Contracting Authority envisages to enter into the Framework Agreement with the 3 to 5 Tenderers in conformity with the text of that Framework Agreement as attached hereto as **Annex 6**.

The Contracting Authority is entitled to enter into the Framework Agreement, but not obliged, to do so. If the Contracting Authority decides at its sole discretion not to enter into the Framework Agreement, it will not be necessary for the Contracting Authority to provide a reason for not entering into the Framework Agreement.

6. Submission procedure for Tenders

6.1. Statement of agreement

By submitting a Tender, including 'The Declaration on Honour', the Tenderer explicitly consents to all requirements and conditions stipulated in this tender document and the Summary of additional information and declares that he will continue to comply therewith for a period of 90 days as from the date of submission. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the Tender process.

6.2. Variants

Tenderers are not authorised to tender for a variant in addition to this tender procedure.

6.3. General procedure

This tender process will be carried out in compliance with PRAG. In this case, the 'open procedure' applies. An announcement thereof was published on Tender Electronic Daily (TED). The Contracting Authority has chosen the open procedure to:

- (a) comply with the principle of broad competition of tenderers to obtain the best value for money;
- (b) ensure transparency with adequate ex ante publication, in particular regarding this request for proposal, and adequate ex post publication of contractors; and to
- (c) ensure equal treatment, proportionality and non-discrimination.

6.3.1. Communication

All communication relating to this tender procedure will be conducted via TED, unless otherwise specified.

The contact person for this Tender is David Hernández-Velázquez, d.hernandez@fmo.nl.

6.3.2. Questions and additional information/changes

During the procedure, Tenderers have the opportunity to ask questions and suggest changes regarding the draft Framework Agreement and its Annexes. Tenderers are encouraged to ask questions as soon as possible, but in any event before the deadline as specified in paragraph 1.2 of this tender document. FMO has no obligation to provide answers to questions after that deadline. All questions will be answered anonymously. Any information provided at the request of the Tenderer will be sent in writing to all other Tenderers. In any event, all questions asked will be answered at least 21 days prior to the deadline for submission of the Tender. Tenderers are requested to use the provided format for submitting questions see **Annex 7**.

6.3.3. Consortia

Potential Service Providers are **strongly encouraged** to form consortia with peer organisations in order to provide services for all Target Groups and Categories of Services across the region(s) of their choice out of the list of countries mentioned in **Annex 1**. The Declaration on Honour should be filled in and signed by each Consortium member.

6.3.4. Validity period and submission of Tender

The Tender must be valid for at least 90 days after the deadline for submitting the Tenders.

In exceptional cases, before this period of validity expires, FMO may ask the Tenderers for a one-off, specific additional extension, which may not exceed 40 days.

The winning Tenderer is bound by the Tender for a further period of 60 days, irrespective of the date of notification (i.e. 90 (+ 40) + 60 days) of the award of the contract. This period can only be further extended when FMO has referred a potential case of exclusion to the EDES panel mentioned in section 2.6.11. PRAG and for the duration of the procedure before the EDES panel.

In the event that an application for a preliminary injunction is filed with the competent court in the Netherlands against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

6.3.5. Costs of submitting a Tender

The Contracting Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

Any costs or damage, which (can) occur by not winning this Tender by the decision of the Contracting Authority, is at the expense and risk of the Tenderer.

6.3.6. Termination of tendering process

Until the moment that the Contract is signed, the Contracting Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process if justified. In such situations, Tenderers are not entitled to compensation for any costs whatsoever incurred as a result of this tendering process.

6.3.7. *Order of precedence of documents*

In the event of inconsistencies between the Tender document and the Summary of additional information, the Summary of additional information takes precedence. In the event that there are multiple Summary of additional information, then the provisions in the most recent Summary of additional information takes precedence in the event of inconsistencies between the different summaries.

6.3.8. *Inconsistencies and objections*

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

6.3.9. *Complaints procedure*

If a Tenderer disputes a response given by the Contracting Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then the Tenderer can submit a complaint by sending an e-mail to David Hernández-Velázquez at d.hernandez@fmo.nl.

6.3.10. *Dispute resolution*

Any dispute arising from this tender process can be presented to the competent court in The Hague, The Netherlands. Dutch law applies exclusively to such proceedings.

6.3.11. *Submission of the Tender*

Tenders must be submitted - before the deadline specified in paragraph 1.2 of this tender document - in English exclusively to the Contracting Authority in a sealed envelope

either;

by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip;

or

hand delivered by the participant in person or by an agent directly to the premises of the Contracting Authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V.
Mr David Hernández-Velázquez
Anna van Saksenlaan 71
2593 HW 'S-GRAVENHAGE
THE NETHERLANDS

The contract title and publication reference (see contract notice) must be clearly marked on the envelope containing the Tender and must always be mentioned in all subsequent correspondence with the Contracting Authority. Applications submitted by any other means will not be considered.

Tenders must be submitted using the double envelope system, i.e. in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words '**Envelope A – Technical offer**' and the other '**Envelope B – Financial offer**'. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e. including the tender submission form and availability and declarations).

The outer envelope should provide the following information:

- a) the address for submitting Tenders indicated above;
- b) the reference code of the tender procedure;
- c) the words 'Not to be opened before the tender-opening session' and 'Niet openen voorafgaand aan de beoordelings-sessie' <equivalent phrase in local language>;
- d) the name of the Tenderer.

Each envelope must include an index of its contents. The pages of the technical and financial offers must be numbered.

6.3.12. Structure and content of the Tender

The Tender must be submitted entirely in conformity with the requirements and procedure described in this tender document and the 'Declaration on Honour' must be legally signed on behalf of the Tenderer by a person formally authorised to do so.

The Tender should consist of the following documents:

- A copy of the Tenderer's registration with the official trade register or equivalent thereof;
- Signed Declaration(s) on Honour (on behalf of each and any consortium partner);
- Three (3) references regarding Reference projects (in conformity with the template provided) as referred to in paragraph 3.3 of the tender document;
- a Theory of Change consisting of Tenderers' vision as referred to in paragraph 4.1 of the tender document;
- a description of the Tenderer's project organisation as referred to in paragraph 4.1 of the tender document;
- an answer to the questions on 'Risks' asked in paragraph 4.1 of the tender document;
- Price Schedule (in conformity with the template provided annex 3 to the tender document).

6.3.13. Submission of a Tender in collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- 2) In a principal contractor-subcontractor structure in which the contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

6.3.14. Violation of the fundamental principles of procurement law and restriction of fair competition

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. For the purposes of this article a conflict of interests shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing a Tender is comprised.

This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Contracting Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Contracting Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Contracting Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

6.3.15. Conflict of Interests

A Tenderer should refrain, in accordance with its rules and regulations, from any action which may give rise to a conflict of interest. For the purposes of this Request for Proposal a conflict of interests shall be deemed to arise where the impartial and objective exercise of the functions of any person involved with or working on a (draft) Tender is comprised.

6.3.16. Communication and language

During the tendering process, communication with the Contracting Authority will be conducted in English. The Tender must be submitted in English. Additional documents (such as informational materials etc.) will also be provided in English. During the fulfilment of the contract, communication will be conducted in English.

6.3.17. General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded.

The supplied General terms and conditions of purchase apply to the Contract.

6.3.18. Explanation and verification of the Tender

The Contracting Authority can request that the Tenderer explains his Tender in detail and/or provide substantiating documents. The Contracting Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

Any evidence, documents or statements must be dated, no more than one year before the date of submission of the Tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then.

If the nature of the Tenderer is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated in this tender document (for instance international organisations), please provide a declaration explaining this situation.

Where the documentary evidence submitted is in an official language of the European Union other than the one of the procedure, it is strongly recommended to provide a translation in English in order to facilitate the evaluation of the documents. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the Contracting Authority upon request.

Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their Tender and to their exclusion from EU-funded procedures and contracts.

6.3.19. Request for supplementary information concerning the Tender

The Contracting Authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

6.3.20. Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision and a contract award notice will be published. All Tenderers are entitled to request further information regarding this decision from the Contracting Authority.

6.3.21. Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal and/or written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Contracting Authority.

The award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Contracting Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Contracting Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Contracting Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Annexes

The following annexes constitute an integral part of this Tender document and these annexes were published together with the Tender document:

- Annex 1. The NASIRA country list
- Annex 2. The Terms of Reference
- Annex 3. Template Price Schedule with Daily Rates
- Annex 4. Template Declaration on Honour
- Annex 5. Template for a Reference Project
- Annex 6. Draft Framework Agreement
- Annex 7. Template for Questions and additional information or changes
- Annex 8. FMO's Know Your Customer Policy

The NASIRA country list

ANNEX 1

PARTICIPATING COUNTRIES

EUROPEAN NEIGHBOURING COUNTRIES (ENC)

- Algeria
- Armenia
- Azerbaijan
- Belarus
- Egypt
- Georgia
- Israel
- Jordan
- Lebanon
- Libya
- Moldova
- Morocco
- occupied Palestinian territory (oPt)
- Syria
- Tunisia
- Ukraine

SUB-SAHARAN AFRICA (SSA)

- Angola
- Benin
- Botswana
- Burkina Faso
- Burundi
- Central African Republic
- Cameroon
- Cabo Verde
- Chad
- Comoros Islands
- Congo
- Côte d'Ivoire
- Democratic Republic of the Congo
- Djibouti
- Eritrea
- Ethiopia
- Gabon
- Gambia
- Ghana
- Guinea
- Guinea-Bissau
- Equatorial Guinea
- Kenya
- Lesotho
- Liberia
- Madagascar
- Malawi
- Mali
- Mauritius
- Mauritania
- Mozambique
- Namibia
- Niger
- Nigeria

- Uganda
- Rwanda
- Sao Tome and Principe
- Senegal
- Seychelles
- Sierra Leone
- Somalia
- Sudan
- South Sudan
- Swaziland
- Tanzania
- Togo
- South Africa
- Zambia
- Zimbabwe

NASIRA: a new chance guaranteed**Technical Assistance Framework for Financial Intermediaries****Risk Management**

6.3.22.**1. INTRODUCTION**

These Terms of Reference (TOR) outline the purpose and structure of the Technical Assistance Program that FMO wishes to enter into with respect to the NASIRA Risk Sharing Facility. FMO wishes to contract 3 to 5 Service Providers to deliver the consultancy services as further specified below under a multiple Framework Agreement. The NASIRA Risk Sharing Facility aims to provide access to finance for promising entrepreneurs in Sub Saharan Africa (SSA) and the European Neighbourhood Countries (ENC), with a focus on young, female and migrant entrepreneurs (hereafter collectively referred to as the ‘Target groups’). FMO wants to enter into a Framework Agreement with Service Providers who can support FMO with the implementation of the Technical Assistance Program to further strengthen FMO’s Financial Intermediaries clients (hereafter ‘FIs’) that manage the NASIRA facility and thereby overall enhancing the impact of the facility.

The overall TA Program consists of two complementary components: supporting the FIs with i) Risk Management interventions (this TOR) and ii) interventions to (better) serve and reach the Target groups. For more information on the procurement procedure, please see www.fmo.info under NASIRA procurement.

2. PURPOSE

The purpose of FMO’s Request for Proposal is to contract Service Providers who can provide Technical Assistance to FIs across SSA and ENC, supporting them in the operationalisation of the NASIRA Facility, focusing on improvements in Risk Management. NASIRA focuses on three Target Groups:

TARGET GROUPS



- **Female Entrepreneurs**

A female entrepreneur is any women who organises and manages any enterprise, especially a business. This can be alone or as part of a group:

A women-owned business is an enterprise which is:

- (a) at least 51% owned by a woman or by women, **or**;
- (b) at least 20% owned by a woman or by women, **and**:
 - (i) with a woman as CEO, COO, President or Vice President, and;
 - (ii) a board of directors, with at least 30% of such board members being comprised of women.

- **Young Entrepreneurs**

A young entrepreneur is a person aged between 18 and 35 who establishes a new business or expands an existing one.

A youth-owned business is an enterprise which is:

- (a) at least 51% owned by a young person aged between 18 and 35, **or**;
- (b) at least 20% owned by a young person aged between 18 and 35, **and**:
 - (i) with a young person (18-35) as CEO, COO, President or Vice President, and;
 - (ii) a board of directors, with at least 30% of such board members being comprised of young people aged between 18 and 35.

- **Migrant Entrepreneurs**

A migrant entrepreneur is any person who establishes and runs any enterprise, and is considered by the international community as:

- a) An internally displaced person;
- b) A refugee;
- c) A person in need of protection; and/or,
- d) A returnee (a person that has returned to their country or territory within the previous five years).

A migrant-owned business is an enterprise which is:

- (a) at least 51% owned by a person referred to under a, b, c or d above, **or**;
- (b) at least 20% owned by a person referred to under a, b, c or d above, **and**:
 - (i) with a person referred to under a, b, c or d above as CEO, COO, President or Vice President, and;

(ii) a board of directors, with at least 30% of such board members being comprised of people as referred to under a, b, c or d above.

3. DESCRIPTION OF THE ASSIGNMENT

3.1. General

The role of the Service Provider under the Framework Agreement (hereafter the 'Service Provider') will be to deliver consultancy services to the FIs as further agreed upon from time to time in Further Agreement under the Framework Agreement between FMO and the Service Provider.

3.2. Specific activities

From time to time during the validity of the Framework Agreement, FMO will invite the Service Provider(s) under the Framework Agreement to enter into a Further Agreement regarding a specific region or country. The following will apply to each and any Further Agreement:

6.3.23.

During the due diligence visits, FMO will conduct a high-level assessment of the capacity building and training needs in term of Risk management in view of NASIRA. If deemed needed, the Service Provider can be invited to join the FMO investment team during due diligence visits on-site. The Service Provider will based on that, conduct a gap analysis, and will work closely with FMO and the FI in designing the detailed scope of work. The Service Provider will provide the following services (including and not limited to):

- **Loan administration**
 - a. Service performance dashboard to enable FI Client to engage in robust and timely reporting with defined process throughput times and abiding by principles of data integrity
 - b. Definition of key process steps with regards to new loan set-up, accounting and cash management, portfolio and/or investor reporting, customer service and property and asset administration
- **Default/non-performing loan management**
 - a. Establish non-performing loans/ forbearance procedures
- **Procedures and controls:**
 - a. Design internal control system relative to size of portfolio
 - b. Enhance operational and regulatory risk management
 - c. Ensure effectiveness of internal (and external) audit
 - d. Develop policies and procedures for targeted market segment that are fit for purpose (e.g. comply with legal and regulatory environment)
 - e. Establish proper conflict of interest management
 - f. Assess and enhance appropriateness of technology, functionality of core systems, business continuity and recovery plans;
- **Staffing & training:**

- a. Training program to include industry-specific topics, functional training, regulatory training, technological and systems training and managerial or leadership development programs.
- b. Training on technological innovations, procedural changes, and system enhancements that directly affect processes and job requirements.

Expected results: the FI NASIRA client has implemented improvements in their risk management processes and has an improved understanding of the Target groups and their characteristics.

Declaration on honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number: (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: (‘the person’)

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under EU or national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>

(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 and Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the applicable law.	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an contracting authority, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person or entity has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business	<input type="checkbox"/>	<input type="checkbox"/>

(h) it has been established by a final judgment or final administrative decision that an entity has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(i) for the situations under points (c) to (h) the person is subject to: i.facts established in the context of audits or investigations carried out by the European Public Prosecutor’s Office after its establishment, the Court of Auditors, the European Anti-Fraud Office or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii.facts referred to in decisions of entities and persons being entrusted with EU budget implementation tasks; iv.information transmitted by Member States implementing Union Funds; v.decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or vi.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.	<input type="checkbox"/>	<input type="checkbox"/>

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS.

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) N°2015/849) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Situation (h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE [LEGAL] PERSON

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations <u>If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation</u> :	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(4) declares that the [above-mentioned] [[the] [each]] person:	YES	NO	N/A
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

V – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(5) declares that the [the] [each] person:
was not previously involved in the preparation of documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise. <u>If yes, please indicate in annex to this declaration the name(s) of the concerned person(s) with a brief explanation .</u>

]

[VI] – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

[VII] – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority, the person must provide information on the natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners. It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or the subcontractor, and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d) (f), (g) and (h) production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The person subject to this declaration may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name Date Signature]

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

[VIII] – SELECTION CRITERIA

[(8)] [(9)] declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the Framework Contract regarding Technical Assistance and any Further Agreement under that Framework Contract entered into between it and FMO.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) It fulfills the applicable economic and financial criteria indicated in FMO's Request for Proposal regarding Technical Assistance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in FMO's Request for Proposal regarding Technical Assistance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[(9)] [(10)] the above-mentioned person is the sole tenderer or the leader in case of a consortium , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[IX] – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.]

Full name

Date

Signature

TEMPLATE FOR A REFERENCE PROJECT

A separate template must be completed, signed and submitted for each reference project.

The reference project:		
the Tenderer has completed (as a sole operator, in groupings or consortia, or as a subcontractor) at least three (3) assignments during the past 5 years in the domain of Risk management where " assignment" is defined in this context as comprising 30 man-days of work or more. References should include a detailed description of the type of services provided by the Tenderer.		
Name Customer		
Telephone No.		
Contact person customer		
e-mail address		
Address for visit		
Reference project complies with the requirements set for the reference projects in the RfP.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Description of the assignment; <ul style="list-style-type: none"> - Scope of Work - Budget value - Work delivered/result - Duration 		
Did you cooperate with another supplier in a consortium?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, please indicate the size of the part of the assignment, carried out by the Tender and which part by other suppliers (in % of the assignments), as well as the task division.	

Where subcontractors involved?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>If yes, please indicate if the Tender was the contractor or subcontractor, and which part of the assignment is carried out by the contractor and which part by the subcontractor (in % of the assignment), as well as the task division.</p>	
Satisfaction of the client		
<p>The tenderer declares to have carried out this project to the complete satisfaction of the customer.</p> <p>The above mentioned could be verified with the customer in question without the prior consent of the tenderer – the customer does not have to sign this declaration</p>	<p>< Signature tenderer ></p>	

**Questions and Answers: RFP Technical Assistance to Financial Intermediaries****Publication of the Summary of additional information: <...>**

Subject	Question	Answer

FMO's KYC REQUIREMENTS FINAL CLEARANCE

As part of our due diligence process for customer acceptance, FMO is obliged to prepare a "Know Your Customer" file for customers we are entering into a relation with. Our procedures are in line with FMO's "Know Your Customer" policy (KYC) and comply with national and international laws and regulations.

The information we require in order to be able to accept you as a potential customer of FMO, is linked to the two phases of our internal credit clearance process: Initial Clearance and Final Clearance.

We are pleased to inform you that we have received the Initial Clearance.

In order to receive the Final Clearance, we would appreciate receiving the documents as stated in the table below. Please also see the explanation for the documentary requirements in the attachment to this message. Please note that, since this is a general list of requirements, some documents/information may not be applicable to your organisation (if this is the case, please provide us with a detailed explanation of the documents/information concerned).

	<u>Documents to be received from Customer</u>	<u>Type of Document</u>
1.	Overview of Ownership-Structure	Photocopy
2.	"Articles of Association", "Memorandum of Association" or equivalent documents	Photocopy
3.	Certificate of Incorporation	Certified photocopy ¹⁾
4.	Proof of legal registered address ³⁾	Photocopy
5.	Proof of operational address (if applicable) ³⁾	Photocopy
6.	List of Shareholders (<i>including full names, country and date of registration</i>)	Photocopy
7.	List of tier one board members and management board, or (tier two) management board and supervisory board (<i>including full given names and full surname, country of residence and position</i>)	Photocopy
8.	ID documents ²⁾ of at least two (Non) Executive Directors (preferably CEO, CFO or Chairman)	Certified photocopy ¹⁾
9.	Signatory list (<i>including names, positions and a specimen of the signatures</i>)	Photocopy
10	List of Qualified Ultimate Beneficial Owners *) (<i>including full given names and full surname, country of residence and percentage ownership</i>)	Photocopy
11.	ID documents for Qualified Ultimate Beneficial Owners*)	Certified photocopy ¹⁾
12	Bank-license (delete if not applicable)	Photocopy

13.	AML Questionnaire	Sample attached
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) Ultimate Beneficial Owner, a natural person, holding a **direct or **indirect** interest in the Company of at least **15/20/25%**. In case there are no UBO's with an interest of **15/20/25%** or more, please indicate the largest UBO's. In principle ID documents are only required for UBO's with an interest of 15% or more. However, in case all UBO's have an interest of less than 15%, ID documents for all UBO's with an interest of 10% or more as specified in item 11 are required.*