

## Request for Proposal

Invitation to tender in accordance with FMO's Public Procurement Policy.

The Open Tender Procedure for the Procurement of a Programme Delivery  
Coordination Consultant for the DFCD Aya TA Facility.

Issue Date: 27/03/2026

Reference: DFCD-XX-1

Submission Deadline: 17/05/2026 before 23:59 hours CEST



*This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union*

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## Definition of terms

<b>Contracting authority</b>	Nederlandse Financieringsmaatschappij voor ontwikkelingslanden N.V.
<b>Contractor</b>	The party with whom the Contracting authority concludes the Contract.
<b>Contract</b>	The written Framework Contract between the Contracting authority and the Contractor in which the terms and conditions of the assignment are laid down in writing.
<b>Data processing Agreement</b>	An agreement signed by the Contracting authority and the Contractor concerning the processing of personal data by the contractor.
<b>Dutch Fund for Climate and Development (DFCD)</b>	The Dutch Fund for Climate and Development (DFCD) is a climate resilience fund, dedicated to supporting climate adaptation and mitigation projects which benefit vulnerable communities and landscapes.
<b>DFCD Aya</b>	DFCD Aya Scalable Climate Solutions Programme – Land Use Facility seeks to create scalable climate solutions and comprises of (i) a Technical Assistance component (TA Facility) and (ii) a Guarantee component.
<b>DFI</b>	Development Finance Institution
<b>EDFI</b>	European DFI
<b>EFSD+</b>	European Fund for Sustainable Development Plus.
<b>EFSD+ Regulation</b>	The framework of the Multiannual Financial Framework (MFF) 2021-2027 and Regulation (EU) 2021/947 of the European Parliament and of the Council of 9 June 2021 establishing the Neighbourhood, Development and International Cooperation Instrument-Global Europe, amending and repealing Decision No 466/2014/EU and repealing Regulation (EU) 2017/1601 and Council Regulation (EC, Euratom) No 480/2009 (the "NDICI-GE Regulation") establishes the new European Fund

for Sustainable Development Plus (the "EFSD+") and the External Action Guarantee (the "External Action Guarantee") .

### **Exclusion Ground**

A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.

### **FMO**

Nederlandse Financierings-maatschappij voor ontwikkelingslanden N.V., having its office address at Anna van Saksenlaan 71 in The Hague, the Netherlands and active under the name FMO.

### **Framework Contract**

A non-exclusive, zero-value agreement signed between FMO and the Contractor setting out the overarching terms and conditions under which services may be commissioned through individual Task Orders. The Framework Contract itself does not create an obligation to award assignments; all services are executed only through separately issued Task Orders with defined scope, budget, and duration.

### **Global Gateway**

The European Union's strategy to mobilise public and private investment to support sustainable, high-quality infrastructure and connectivity in partner countries, covering priority sectors such as climate and energy, digital, transport, health, and education. Global Gateway is implemented through a Team Europe approach and is operationalised, inter alia, through instruments such as Team Europe Initiatives (TEIs).

### **Most Economically Advantageous**

The Tender that achieves the highest definitive total score based on the best price-quality ratio.

### **Summary of additional information**

A document containing all questions asked and answers given, in anonymized form and, if applicable, additional information.

### **PRAG**

Practical Guide on contract procedures for European Union external actions

### **TA**

Technical Assistance.

**Task Order**

A standalone call-down assignment issued under the Framework Contract, defining a specific scope of services, deliverables, timeline, and budget. Each Task Order constitutes a separate mini-contract and is issued only when specific needs arise, subject to the availability of funding and internal approvals.

**Team Europe Initiative (TEI)**

Joint flagship initiatives under the Team Europe approach, through which the European Union, its Member States, and European financial institutions coordinate and combine resources, expertise, and instruments to address priority development challenges at country, regional, or global level.

**Tender Document**

This document and all of its annexes.

**Tenderer**

An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.

**Tender**

A quotation submitted by the Tenderer in response to this Tender Document.

## 1. Introduction

The Tender Document at hand contains information regarding this tender.

This Request for Proposals (RfP) concerns an open tender procedure for the selection of a service provider, or consortium of service providers, to perform the Programme Delivery Coordination Consultant (PDCC) role under the DFCD Aya Technical Assistance Facility.

FMO invites you to submit an offer with respect to the described services in this document.

### 1.1 Contracting authority

FMO<sup>1</sup> is the Dutch development bank. FMO invests in growth and frontier markets, supporting jobs and income generation and improving people's lives in those parts of the world where this makes the biggest difference. More info can be found at [www.fmo.nl](http://www.fmo.nl).

FMO's office address is as follows:

Nederlandse Financierings-maatschappij voor ontwikkelingslanden N.V.

Anna van Saksenlaan 71

2593 HW The Hague

The Netherlands

### 1.2 Time schedule

The schedule below applies to this tendering process:

Activity	Date and time
Publication of the Tender Dossier, start of submission period	27 March 2026
Deadline for requesting clarification from FMO	26 April 2026, 17:00 CEST
Last day for FMO to issue clarification	9 May 2026, 17:00 CEST
Deadline for submitting tenders	17 May 2026, 23:59 CEST
Interviews (if any)	16 June 2026 – 21 June 2026*
Completion date for evaluating technical offers	26 June 2026

<sup>1</sup> FMO is EC pillar assessed for procurement. FMO main activity is Financial Services. FMO does not qualify as Contracting Authority. Official name: Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V. (FMO is a trade name)

FMO informs tenderers if their submission has passed the scoring threshold and should send their passwords for the Financial Proposal	3 July 2026, 17:00 CEST
Tenderer sends Password for the Financial Proposal	6 July 2026, 09:00-13:00 CEST
FMO sends notification of award decision	13 July 2026, 17:00 CEST
Standstill period	13 July 2026 – 23 July 2026
Deadline for the winning Tenderer to provide the evidence requested by FMO	18 July 2026*
FMO's KYS procedure	18 July 2026 – 30 July 2026*
Contract signature	31 July 2026*
Start date of the contract	1 August 2026*

\*Provisional date

If in the opinion of FMO circumstances provide cause to do so, FMO is entitled at its sole discretion, to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

## 2. Description of assignment

### 2.1 Description and objective of the assignment

The Dutch Fund for Climate and Development (DFCD) is a blended-finance facility established by the Dutch Ministry of Foreign Affairs in 2019 to mobilise private capital for climate adaptation and mitigation in developing and emerging markets. DFCD operates through dedicated investment facilities and a complementary Technical Assistance Facility (TAF or TA Facility) to address market barriers to bankable climate investments, including capacity constraints and early-stage project risks. DFCD investments are sourced through the Origination Facility, managed in consortium by the non-governmental organisations SNV and WWF-NL, which originate and develop projects until they reach a level of “bankability”. Bankable projects are subsequently considered for investment by FMO’s DFCD Land Use Facility (LUF), or Climate Fund Managers’ (CFM) Water Facility, an impact-focused private equity fund manager.

The DFCD LUF has been supported under the EFSD+ framework with a Guarantee component (the top-up referred to as “DFCD Aya”) and a dedicated TAF. This DFCD Aya TAF delivers targeted advisory services, capacity development, and ecosystem-building activities to enhance investee readiness, strengthen post-investment performance and impact, and support the origination and scaling of climate adaptation projects. The DFCD Aya TAF is financed by the European Union under the NDICI–EFSD+ framework, through a Contribution Agreement between the European Commission and FMO signed in December 2025. Consequently, all activities under this assignment must comply with applicable European Commission requirements, including EFSD+ rules, [pillar-assessment-based procurement procedures](#), and reporting obligations.

The DFCD Aya TAF is organised across several components, reflecting both investee-level support and ecosystem-level engagement. An overview of these components and their indicative outputs is provided in the figures below.

Figure 1: DFCD Aya TAF Activities

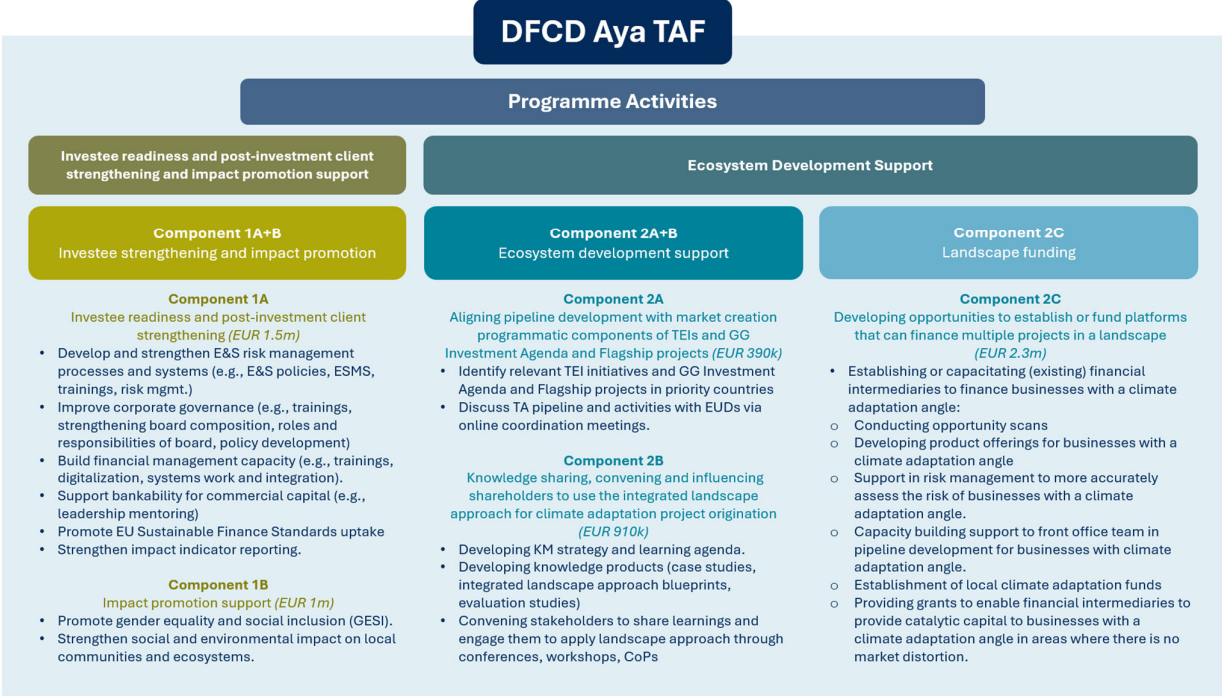
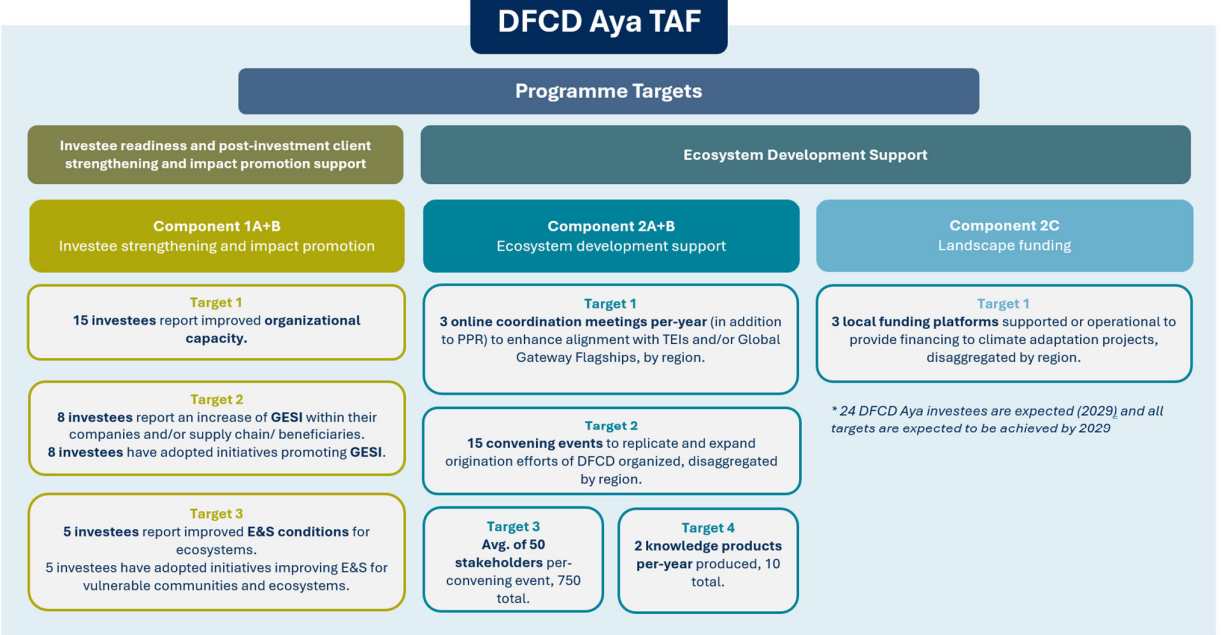


Figure 2: DFCD Aya TAF Programme Targets



The main objective of this tender is to select a Programme Delivery Coordination Consultant (PDCC) under a Framework Contract to support the delivery and coordination of the DFCD Aya TA Facility.

The PDCC will act as the implementation management and coordination function of the TA Facility, responsible for the end-to-end coordination, procurement, quality assurance, payment management and reporting of TA activities across all programme components. Additionally, under this tender, FMO expects Tenderers to ensure that the expertise required to develop the Ecosystem Development Support Strategy, consisting of the strategy to tackle Component 2 as it is outlined in the figures above is available. This includes, where relevant, through a consortium or partnering arrangement, to work alongside the PDCC.

This Framework Contract is concluded on a non-exclusive and zero-value basis. The Framework Contract will be implemented through Task Orders (call down assignments). Each Task Order will constitute a standalone mini contract defining a specific scope of services, deliverables, timeline, and budget. The signature of the Framework Contract does not constitute a commitment by FMO to award any minimum number, volume, or value of Task Orders. Task Orders will be issued only when specific needs arise and subject to the availability of funding and internal approvals.

## 2.2 Scope of the assignment

The scope of the assignment covers programme-wide coordination and management services delivered through Task Orders issued under the Framework Contract.

The objective of the assignment is to support the effective delivery and coordination of the DFCD Aya TAF by:

- Ensuring high quality, timely, and EC-compliant implementation of TA activities across all DFCD Aya TAF components in line with the targets set;
- Strengthening coherence, quality assurance, and reporting across a multi-regional, multi-thematic TA portfolio financed under EFSD+; and
- Delivering an Ecosystem Development Support Strategy that guides DFCD Aya's ecosystem-level engagement (Component 2) and alignment with Global Gateway priorities and Team Europe Initiatives (TEIs).

The assignment is structured around the following indicative Task Orders:

### *Task Order 1 – Programme Delivery Coordination (TA Facility Management)*

The first Task Order in each programme year will cover the annual programme delivery coordination activities. For the first programme year, this corresponds to Task Order 1. Under this Task Order, the Programme Delivery Coordination Consultant (PDCC) works alongside FMO's internal DFCD Aya TA Programme Staff, providing day-to-day coordination, operational support, and quality assurance to implement agreed TA priorities and ensure that all steps of the TA project lifecycle are effectively followed through. FMO's Programme Staff retain responsibility for TA pipeline generation, steering TA activities from scoping through prioritisation, leading key client, internal FMO, and donor engagement, and ensuring overall strategic direction, governance, and oversight of the TA Facility. FMO Programme Staff will lead pipeline development and are expected to share a relatively mature pipeline for Component 1, though targeted joint brainstorming and co-design of selected activities will still be required. For Component 2, the pipeline of activities will be informed by the Ecosystem Development Support Strategy and related prioritisation work.

Under Task Order 1, the Tenderer shall provide full lifecycle coordination of DFCD Aya TA activities under the TA Facility, including:

- Scoping and supporting prioritisation of the TAF pipeline in coordination with FMO investment, environmental and social, and technical teams;
- Needs assessments and drafting of clear, procurement-ready Terms of Reference (ToRs) for TA assignments;
- Costing, budgeting, and preparation of workplans for TA assignments including assessing whether service providers already engaged by FMO through competitive procedures are well placed to support delivery of the assignment;
- Procurement of TA implementers in line with FMO Public Procurement Policy and EC PRAG-based procedures;
- Preparation of documentation for, and facilitation of, joint evaluation committees with FMO and, where relevant, DFCD Aya investees (TA beneficiaries);
- Contracting, supervision, milestone monitoring, payment disbursements and performance management of TA implementers;
- Quality assurance of deliverables and compliance with FMO governance and EC requirements;
- Programme-wide monitoring, narrative and financial reporting, and assignment completion reporting;
- Ensuring TA activities and reporting are aligned with agreed programme targets and objectives; and
- Coordination support in cases where FMO delivers TA directly to investees, for instance via Development Contribution (DC) grants.

Key deliverables under Task Order 1 include:

- A TA Operational Manual;
- An Annual Workplan and Budget;
- Bi-weekly check-in calls including project monitoring updates, pending the needs of the overall assignment;
- Semi-annual and/or annual narrative and financial reports;
- Annual call for the evaluation of services provided under the framework contract;
- Terms of Reference and implementer selection files; and
- Assignment completion reports.

#### *Task Order 2 – Ecosystem Development Support Strategy*

Under Task Order 2, the Tenderer shall deliver the DFCD Aya Ecosystem Development Support Strategy, related to Component 2A, B, and C. For the delivery of this Task Order only, a specialised strategy or management consulting consortium partner with demonstrated expertise in integrated landscape approaches is encouraged to be involved. The scope includes the development of:

- A decision-oriented Ecosystem Development Support Strategy to be completed within two (2) months of contract award. This includes but is not limited to:
  - A Landscape Prioritisation Methodology, incorporating systematic mapping of relevant ongoing programmes and initiatives, including FMO's own investments, to ensure coherence between DFCD Aya landscape funding under Component 2C, the identification of potential future DFCD Aya debt investment opportunities, and FMO's broader programmes and strategic priorities, thereby ensuring complementarity and avoiding duplication;
  - A set of prioritised landscapes for DFCD Aya TAF engagement;
  - Stakeholder mapping, including EU Delegations, Global Gateway initiatives, Team Europe Initiatives, and relevant intermediaries;
  - Suggested coordination mechanisms (e.g., yearly meetings) with EU Delegations to align DFCD Aya TAF engagement with relevant Global Gateway Flagships and TEIs, related to Component 2A+B;
  - A Learning and Knowledge Agenda for the programme; and
  - Multi-year workplans for:
    - Component 2A: Synchronisation with EU market creation programmes;
    - Component 2B: Knowledge sharing, convening, and influencing; and
    - Component 2C: Local financial sector development and landscape funding platforms

Overall, while Tenderers may organise themselves as they deem appropriate, FMO recognises that the competencies required for ongoing programme delivery coordination (Task Order 1) and those required for ecosystem-level strategy development and integrated landscape analysis (Task Order 2) are typically distinct.

For this reason, bidders must ensure that the expertise required to deliver each Task Order is available when needed. In particular, the expertise required to deliver the Ecosystem Development Support Strategy under Task Order 2 must be demonstrably available upon tender submission, given the technical nature of the work and the short, time-bound inception phase of the Ecosystem Development Support (Component 2). If engaging in a consortia set-up, the involvement of a specialized strategy/management consulting partner is expected for Task Order 2 only and not required for subsequent Task Orders. Thus, this expertise does not need to be maintained for the full duration of the Framework Contract.

### *Subsequent Task Orders*

Subsequent Task Orders may be issued for specific TA assignments linked to specific investees or ecosystem-level interventions under DFCD Aya Components 1 and 2.

For these Task Orders, the PDCC will be expected to provide project management support, including:

- Procurement and supervision of implementing consultants of TA assignments;
- Coordination, milestone tracking and payment disbursement management; and
- Reporting in line with assignment-specific requirements.

Approximately 15–20 ToRs/Task Orders are expected over the lifetime of the facility, including three in the first year, in addition to the PDCC and Ecosystem Development Support Strategy Task Orders.

### 2.3 Project duration

The contractor will be appointed under a contract for a period of up to 58 months (4 years and 10 months) as per effective date.

FMO is entitled at its sole discretion to amend the specified time period. In such a case, timely notification of the new period(s) will be communicated to all bidders electronically.

The assignment may be extended for additional period in case the Financial Contribution Agreement with the EC is also extended. The decision to extend the contract will be made and communicated by FMO not later 1 (one) month before the termination date of the contract.

### 2.4 Geographical area to be covered

The geographic area to be covered is Sub-Saharan Africa, Latin America and the Caribbean, Asia and Pacific. The work is to be provided primarily remotely. Any potential future travel needs will be assessed after the contract has been awarded.

### 2.5 Budget

The maximum budget ceiling allocated under this framework is EUR 6,000,000. This amount covers the costs of:

- a) **Programme delivery coordination activities**, capped at a maximum of 10% of the cumulative value of Task Orders contracted under the framework over the entire implementation period of 58 months (with an indicative cap of up to EUR 600,000); and
- b) **Frontline delivery of projects**, funded through Task Orders issued under the framework and capped at a maximum of 90% of the total framework budget (up to EUR 5,400,000). This amount includes a dedicated allocation of up to EUR 250,000 for the Ecosystem Development Support Strategy. The indicative budget allocation of up to EUR 250,000 represents a maximum ceiling. Tenderers are expected to propose a cost-efficient approach proportionate to the scope and timeline.

The selected consultant will be awarded a zero-value framework contract (see contract template in Annex VII). As previously mentioned, Task Orders will be issued under this framework as TA assignment opportunities arise, with budgets defined per TA assignment depending on the scope, duration, location, and required expertise of the TA assignment.

In line with FMO's TA programme principles, TA assignments supported under this framework may, where appropriate, include a financial contribution from the (prospective) customer. Any such contribution will be assessed on a case-by-case basis and may be waived or adjusted where justified by the anticipated developmental impact, the customer's financial capacity, or the operating context, including fragile, underserved, or high-risk markets.

Any customer financial contribution is additional to, and does not count towards, the maximum framework budget of EUR 6,000,000.

## 3. Requirements concerning the Tenderer

In this section, you can find the requirements set by FMO to determine whether a Tenderer is considered suitable to be awarded the Contract. For this purpose, Exclusion Grounds, Eligibility requirements, and Selection criteria have been set.

### 3.1 Exclusion Grounds

As part of the tender, Tenderers must submit a filled out and signed (i) Tender Submission Form, including a Tenderer's Declaration, in conformity with the template attached as Annex I, and (ii) a Declaration on Honour in conformity with the template attached as Annex II, to declare among others that they are not in any of the exclusion situations listed in Article 137 to Article 148 FR 2024/2509.

Tenderers to whom any of the Exclusion Grounds apply as listed in the Declaration on Honour are excluded from participation in this tender.

### 3.2 KYS Requirements

As part of the tender, Tenderers must declare in the Tenderer's Declaration (see part of Annex I) that they accept FMO's KYS procedure and the obligations arising out of that (Annex VI).

### 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 FMO. The following Eligibility Requirements are applicable: This Framework Contract is established to support TA assignments financed under a donor program managed by FMO, the DFCD Aya TAF.

As FMO has been pillar assessed by the European Commission, this tender procedure is conducted in accordance with FMO's procurement rules. These rules apply while ensuring full compliance with applicable European Union restrictive measures and the requirements of the EFSD+/NDICI framework.

Under FMO's procurement rules, participation in this tender is open to economic operators established in countries not subject to European Union restrictive measures or FMO applicable restrictive measures, including FMO high risk country restrictions. Where a tender is submitted by a consortium, all consortium members must individually meet the eligibility requirements. Subcontractors proposed for key tasks must also comply with the applicable eligibility requirements.

Tenderers confirm compliance with these eligibility requirements through the Tenderer's Declaration (Annex I) and the Declaration on Honor (Annex II).

The eligibility requirements set out in this section are consistent with the Contract Notice and the Additional Information regarding the Contract Notice. In case of inconsistency, the latter shall prevail.

### 3.4 Selection criteria

The selection criteria set out below constitute minimum knock-out requirements. They are assessed strictly on a pass/fail basis. Failure to meet any of these selection criteria will result in exclusion of the Tender from further participation in the tender procedure, without evaluation against the award criteria.

### *3.4.1 Economic and financial capacity of the tenderer*

The Tenderer (or lead partner in case of a consortium) must demonstrate:

- a) An average annual turnover over the last three (3) financial years that is sufficient to cover the expected annual volume of this framework contract. This corresponds to an average annual turnover of at least EUR 1,200,000 over the last three (3) completed financial years; and
- b) Financial solvency, demonstrated through the absence of bankruptcy, insolvency, or similar proceedings.

#### Evidence Required

To demonstrate compliance, tenderers must provide one or more of the following:

- annual accounts/financial statements (or equivalent);
- an auditor's statement; or
- a signed declaration of turnover.

Where a tenderer relies on the financial capacity of other entities, a commitment letter must be provided confirming that the necessary financial resources will be made available. In such cases, those entities become jointly and severally liable for the performance of the contract.

### *3.4.2 Technical capacity of the tenderer*

The Tenderer (or consortium partner) that is delivering the services related to the Programme Delivery and Coordination Consultant (PDCC) role must demonstrate, at minimum:

- a) One proven experience in the coordination and management of at least one multi-year EC Funded TA facilities programme, or comparable framework contract involving multiple assignments and external service providers with a climate adaptation and/or climate mitigation focus; and

The Tenderer (or consortium partner) tasked with the delivery of Task Order 2 (Ecosystem Development Support Strategy) must demonstrate:

- a) One proven experience in developing a concrete and decision-oriented multi country scoping report in the sustainable land-use sector that informs strategic investment priorities, TA pipelines, and/or ecosystem level interventions.

#### Evidence Required

To demonstrate compliance, tenderers must provide: project references relevant to this requirement (see template in Annex III).

### *3.4.3 Professional capacity of tenderer*

The Tenderer (or consortium partner) that is delivering services related to the Programme Delivery and Coordination Consultant (PDCC) role must demonstrate that it has, as at minimum, stable access to the following expertise at the time of tender submission and throughout the duration of the framework contract:

- a) A Programme Delivery Coordination / Facility Management profile with experience in managing multi-year TA programmes, facilities, or comparable Framework Contracts;

- b) A procurement and contract management profile with experience in procuring and managing external consultants or service providers under donor funded or development programmes; and
- c) Expertise with experience in European Commission funded programmes or facilities, including familiarity with EC procurement, reporting, and governance requirements.

The Tenderer (or consortium partner) that is delivering services related to Task Order 2 (Ecosystem Development Support Strategy) must demonstrate:

- a) Access to one ecosystem development and sustainable land-use strategy expert, available for the inception phase of Task Order 2 to deliver a full Ecosystem Development Support Strategy to be completed within two (2) months of contract award.

This requirement applies only to Task Order 2 and does not require the continuous engagement of this expertise for the full duration of the framework contract.

Evidence Required

To demonstrate compliance, tenderers must provide: CVs of personnel demonstrating experience relevant to this requirement.

#### 4. Format for technical and financial offer

Your technical and financial offer should be submitted in English and be set out in five main parts. It is preferred that you submit all parts, except Part F: Financial Offer. (submitted in PDF format).

The technical and financial responses should be submitted in accordance with the Scoring Methodology and award criteria (described under section 5) and consist of:

Part or Annex	Page limit
<p><b>Part A: Understanding of the Assignment and Comments on the Scope of Work</b></p> <p>In this section, Tenderers are expected to demonstrate a clear, accurate, and well-reasoned understanding of the DFCD Aya TA Facility and the scope of the assignment as described in this RfP.</p> <p>Tenderers should:</p> <ul style="list-style-type: none"> <li>• Demonstrate a clear understanding of the objectives, structure, and governance of the DFCD Aya TA Facility, as set out in the Description of the Assignment and Scope of Work in this RfP;</li> <li>• Demonstrate understanding of the Framework Contract and Task Order modality, including the role and responsibilities of the Programme Delivery Coordination Consultant (PDCC);</li> <li>• Identify and discuss key assumptions, dependencies, and risks arising from the scope and delivery model described in this RfP (e.g. delivery, coordination, procurement, capacity, or</li> </ul>	<p>Maximum of 3</p>

<p>stakeholder related risks), and outline high level mitigation measures or management considerations;</p> <ul style="list-style-type: none"> <li>• Highlight critical success factors for effective delivery of the assignment in the DFCD Aya context;</li> <li>• Provide any targeted comments, clarifications, or recommendations on the scope and requirements as outlined in this RfP, explaining the rationale and potential implications for delivery.</li> </ul> <p>This section should not restate or summarise the content of the RfP, but should demonstrate the Tenderer's comprehension, analytical judgement, and ability to critically engage with the requirements set out in this document.</p>	
<p><b>Part B: Approach and Methodology</b></p> <p><b><u>B1: Technical Approach to Programme Delivery Coordination</u></b></p> <p>In this section, Tenderers should describe their proposed approach and methodology for delivering Programme Delivery Coordination services under Task Order 1 and subsequent Program Delivery Coordination Task Orders.</p> <p>Tenderers are expected to describe:</p> <ul style="list-style-type: none"> <li>• Their overall Programme Delivery Coordination model under a Framework Contract;</li> <li>• The proposed TA lifecycle management methodology, including: <ul style="list-style-type: none"> <li>○ TA pipeline scoping and prioritisation;</li> <li>○ Preparation of procurement ready Terms of Reference to contract implementing consultants for TA assignments;</li> <li>○ Procurement and joint evaluation of implementers including approach to identify, select, and collaborate with local consultants;</li> <li>○ Supervision, quality assurance, payment management and performance monitoring of TA assignments;</li> <li>○ Reporting, compliance, and assignment closure;</li> </ul> </li> <li>• Governance arrangements and coordination with FMO and relevant stakeholders;</li> <li>• Risk management, duty of care, and compliance processes applicable to TA delivery.</li> </ul>	<p>B1: Maximum of 5</p> <p>B2: Maximum of 5</p>

**B2: Technical Approach to Ecosystem Development Support Strategy**

In this section, Tenderers should describe their proposed approach and methodology for delivering the Ecosystem Development Support Strategy (Task Order 2).

Tenderers are expected to describe:

- The proposed methodology for developing the Ecosystem Development Support Strategy within a short, time-bound inception phase;
- The approach to landscape prioritisation, including the integration of mapping of existing FMO and external programmes to avoid duplication and ensure complementarity;
- The approach to stakeholder engagement, including engagement with EU Delegations and relevant public and private actors;
- Alignment with Global Gateway priorities and Team Europe Initiatives (TEIs);
- The expected strategic outputs and how these will inform subsequent ecosystem related Task Orders (Components 2A, 2B, and 2C).

**Part C: Workplan, presenting the planned activities, level of effort and associated deliverables**

In this section, Tenderers should present a coherent and realistic workplan demonstrating how the proposed approach will be operationalised.

Tenderers are expected to include:

- An indicative annual workplan structure for Programme Delivery Coordination Task Orders;
- The sequencing and timing of key activities across a typical programme year;
- A clear timeline for Task Order 2;
- An indicative level of effort by role, aligned with the proposed activities and deliverables;
- A clear link between planned activities, deliverables, and expected outputs.

Detailed scheduling or budgeting beyond a high-level indicative level of effort is not required at this stage. Though, it is expected that the

Maximum of 3

<p>workplan demonstrates for each proposed expert and their respective roles, an indicative level of effort that aligns with the expert's Availability Statement in Part E. The Evaluation Committee will assess the coherence between workload and expert availability.</p>	
<p><b>Part D: Project References</b></p> <p>In this section, Tenderers should demonstrate relevant experience through selected reference projects.</p> <p>Tenderers are expected to submit up to four (4) project references using the template in Annex III, each briefly describing:</p> <ul style="list-style-type: none"> <li>• The scope and objectives of the assignment;</li> <li>• The role performed by the Tenderer (e.g. programme coordination, strategy development, quality assurance);</li> <li>• The team composition;</li> <li>• Key deliverables and outputs;</li> <li>• The delivery period.</li> </ul> <p>Reference projects should collectively demonstrate experience relevant to:</p> <ul style="list-style-type: none"> <li>• Programme or facility level TA coordination;</li> <li>• Delivery of donor funded or EU funded programmes with structured reporting and compliance requirements;</li> <li>• Ecosystem development or integrated landscape strategy work.</li> </ul>	<p>None, see template in Annex III</p>
<p><b>Part E: Names and CVs of personnel to work on this project</b></p> <p>In this section, Tenderers should present the proposed project team and demonstrate that the required expertise is available to deliver the assignment.</p> <p>Tenderers are expected to:</p> <p>Submit CVs of the proposed Core PDCC Team, covering the duration of the Framework Contract. CVs must highlight work experience and track record in Sub-Saharan Africa, Latin America and the Caribbean, and Asia Pacific emerging markets. The team constellation would ideally follow a similar structure (but not exclusive) as listed below;</p> <ol style="list-style-type: none"> <li>1. <b>Team Lead / PDCC:</b> ≥12 years' experience in multi country TA facility or programme management; strong track record in coordinating and quality assuring TA assignments; experience</li> </ol>	<p>2 pages max per CV</p>

with EC/EU funded programmes; acts as single point of contact and overall coordination lead.

2. **Team Lead Support / PDCC:** ≥4 years' experience in multi country TA facility or programme management; strong track record in coordinating and quality assuring TA assignments; experience with EC/EU funded programmes; provides day-to-day operational, coordination, and analytical support to the Team Lead/PDCC and contributes to effective delivery and reporting across the TA portfolio.
3. **(Senior) GESI Specialist:** ≥7 years' experience integrating gender equality and social inclusion into donor funded programmes or TA assignments; experience in emerging markets and advisory or capacity building contexts; provides ad-hoc support to the PDCC and Team Lead when additional expertise is required to ensure scope clarity, quality standards, and consistency across TA outputs.
4. **(Senior) Environmental & Social (E&S) Specialist:** ≥7 years' experience in E&S risk management and safeguards in development finance or donor funded programmes; experience reviewing and quality assuring E&S related TA outputs; provides ad-hoc support to the PDCC and Team Lead when additional expertise is required to ensure scope clarity, quality standards, and consistency across TA outputs.
5. **(Senior) Climate Adaptation / Land Use / Agroforestry Business Development Services Specialist:** ≥7 years' experience in climate adaptation, sustainable land use, agroforestry, or related ecosystem based approaches; experience providing technical advisory support in development or investment linked contexts to Sustainable Land Use Enterprises and Financial Institutions; provides ad-hoc support to the PDCC and Team Lead when additional expertise is required to ensure scope clarity, quality standards, and consistency across TA outputs.
6. **(Senior) Monitoring and Results Management Specialist:** ≥5 years' experience in monitoring, results-based management, and reporting for donor funded programmes or TA facilities; experience with EU or comparable donor reporting standards is an advantage; provides ad-hoc support to the PDCC and Team Lead to strengthen results management, reporting quality, and learning across the TA portfolio.
7. **(Senior) Procurement and Contracting Specialist:** ≥5 years' experience procuring and managing external consultants or service providers under donor funded or development programmes; familiarity with EC PRAG based or

comparable procurement procedures is an advantage; provides support to the PDCC and Team Lead during set-up phase to ensure procurement and contracting are conducted to the highest standards.

Submit CVs of the proposed Ecosystem Strategy Lead and supporting experts for Task Order 2, noting that this expertise is required for the duration of Task Order 2 only;

- 1. (Senior) Ecosystem Strategy Lead:** 12–15 years' experience in formulating strategies in the context of ecosystem development, integrated landscape approaches, and/or sustainable land use; proven experience delivering decision-oriented strategy outputs for donor funded or EU funded programmes; responsible for overall delivery and quality assurance of Task Order 2.
- 2. Integrated Landscape / Sector Specialist(s):** ≥7 years' experience in sustainable land use, agroforestry, climate adaptation, or related ecosystem based sectors; experience conducting multi country scoping, landscape prioritisation, and mapping of programmes and initiatives; supports analytical work and development of strategic outputs.
- 3. EU Policy / Donor Coordination Expert:** ≥7 years' experience working with EU funded programmes or donor coordination frameworks; demonstrated familiarity with Global Gateway priorities and Team Europe Initiatives (TEIs); experience engaging with EU Delegations or comparable public sector stakeholders.

Proposed experts are not required to be exclusive to this framework and may be proposed by more than one tenderer. However, the proposed team is required to be available for the duration of the assignment. This means the entirety of the Framework Contract for the PDCC team, and the entirety of Task Order 2 for the Ecosystem Strategy team.

Each CV must include a short "Availability Statement" confirming that the expert will be available for the duration of the period for which they are proposed (i.e., the entirety of the Framework Contract for PDCC roles), and that their current commitments allow delivery of the indicative level of effort proposed in the Workplan (Part C).

**Part F: Financial Offer**

See excel template provided separately (Annex IV)

Consultants must confirm that all personnel will be available to provide the required services for the duration of the contract to which they are necessary.

- Price information should not be included in Parts A, B, C, D, or E.
- Parts A, B, C, D, and E should each contain a single file, in PDF format.
- Part F, financial offer, the tenderer is requested to fill out the Financial Offer Template attached hereto in Annex IV in the form and template as provided. This document is protected by password. The daily fee rates provided are in euros, excluding VAT.
- The workplan should provide a breakdown of activities and outputs (deliverables) that are linked to performance management and quality assurance.
- No specific format is required for the CVs.
- The Reference projects must have been completed within the last four (4) years prior to the submission deadline. Ongoing projects may also be submitted, provided they have been active for at least one (1) year at the time of submission and can demonstrate relevant interim results or deliverables. Ongoing multi-year projects are acceptable as references, as long as you can provide clear documentation (e.g., client acceptance, payment records, completion certificates) and a detailed description of the significant milestones or deliverables that have been completed within the four-year reference period. Projects that fall outside these conditions will not be evaluated. The Project References template is provided in Annex III, please use this format when submitting the tender.

FMO reserves the right to clarify with you, any of the information provided in your Tender.

## 5. Award criteria and assessment method

Tenders that meet all selection criteria, assessed on a pass/fail basis, will proceed to evaluation against the award criteria. Tenders are evaluated by an evaluation committee formally appointed by the FMO/Budget owner, 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.

The submitted items for technical assessment will be reviewed by the evaluation committee and will receive points depending on the extent to which they meet 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.

In total 120 (maximum) points can be obtained by the Tenderer for the response to the award criteria. The highest number of points that can be obtained for each award sub-criterion is listed in the table below. A maximum of 100 points can be obtained for your response to the award criteria during the Technical Assessment and 20 points for your response to the Financial Assessment.

The tender submissions will be evaluated by FMO's evaluation committee using scores based on the following award criteria:

Max no. of points that can be obtained	AWARD CRITERIA	
100	TECHNICAL ASSESSMENT	Relevant Part from technical or financial offer to support award criteria
40	<p><b><u>A. Technical Approach and Methodology</u></b></p> <p><b>A1. Technical Approach and Methodology – Programme Delivery Coordination (max. 25 points)</b></p> <p>Assessment will focus on the quality and credibility of the proposed approach to delivering Task Order 1 (Programme Delivery Coordination) and subsequent Program Delivery Coordination Task Orders, including:</p> <ul style="list-style-type: none"> <li>• Quality of understanding of the DFCD Aya TA Facility objectives, governance context, and EFSD+ delivery environment and a clear link between efficiency in delivering results against desired outputs;</li> <li>• Relevance and practicality of comments, risks, or recommendations on the scope as described in this RfP;</li> <li>• Demonstrating hands-on, partnership-based approach to co-designing and implementing long-term, tailored Technical Assistance under the DFCD Aya facility, reflecting a strong understanding of DFCD Aya’s target investees, sectors, and operating contexts. Proposals should include concrete examples of potential interventions;</li> <li>• Proven approach to identifying, contracting, and working with local expertise, including the involvement of local individuals and firms in TA delivery, supported by a transparent, rigorous, and compliant approach to third-party contracting and payment management;</li> <li>• Clearly articulated approach to collaboration across DFCD Aya components, ensuring coherence, coordination, and alignment in TA delivery;</li> <li>• Credible and practical approach to identifying, managing, and mitigating delivery risks, including operational, institutional, and contextual risks relevant to DFCD Aya’s geographies and sectors; and</li> </ul>	Technical offer Part A, B and C

- Soundness of the proposed timeline, sequencing of activities, and level of effort across annual Programme Delivery Coordination Task Orders.

**A2. Ecosystem Development Support Strategy – Task Order 2 (max. 15 points)**

Assessment will focus exclusively on the proposed approach to delivering Task Order 2 (Ecosystem Development Support Strategy), including:

- Quality of understanding of the DFCD Aya TA Facility objectives and governance context.
- Relevance and practicality of comments, risks, or recommendations on the scope of Task Order 2 as described in this RfP;
- Depth of understanding of EU funded programme logic and adaptation focused programs, including Global Gateway and Team Europe Initiatives (TEIs), integrated landscape approaches, and ecosystem development objectives relevant to DFCD Aya;
- Strength and clarity of the proposed analytical and strategic framework, including:
  - A structured, hypothesis driven approach to ecosystem development and landscape prioritisation, focused on identifying where DFCD Aya can add the greatest strategic value;
  - A concise and insight oriented approach to mapping existing initiatives and actors, emphasising strategic gaps, complementarities, and leverage points, rather than exhaustive inventories;
  - A clear and purposeful approach to stakeholder and EU Delegation engagement, focused on informing strategic choices and alignment rather than consultation as an end in itself;
  - A coherent approach to aligning the ecosystem development strategy with Global Gateway and TEI priorities in a way that directly informs sequencing, positioning, and partnership decisions.
- Practicality and strategic value of the proposed outputs, including multi-year workplans and learning agendas, and the extent to which outputs are clear, well-structured, and accessible to decision-makers, making effective use of visualisations, executive summaries, and framing that enable rapid comprehension and practical application.; and

	<ul style="list-style-type: none"> <li>• Feasibility of delivering the strategy within a short, time-bound period.</li> </ul>	
30	<p><b><u>B. Relevant experience</u></b></p> <p><b>B1. Relevant Experience – Programme Delivery Coordination (max. 20 points)</b></p> <p>Assessment will consider the relevance and comparability of experience related to:</p> <ul style="list-style-type: none"> <li>• Programme or facility level coordination of TA, advisory, or grant facilities;</li> <li>• Management of multi-country, multi-thematic and multi-sectoral portfolios;</li> <li>• Procurement and supervision of external consultants or service providers, aligned with EC PRAG rules;</li> <li>• Coordinating, supervising, and quality-assuring TA assignments for Sustainable Land Use Enterprises and Financial Institutions. This includes supervising and quality-assuring TA assignments covering areas such as: E&amp;S risk management, corporate governance, financial management, investee bankability, EU Sustainable Finance standards, impact measurement and reporting, gender equality and social inclusion, and ecosystem level outcomes;</li> <li>• The delivery of donor-funded and/or EU-funded programmes with structured reporting and compliance requirements, including the preparation of monitoring, narrative, and financial reports in line with European Commission standards and EFSD+, or similar donor requirements.</li> </ul> <p><b>B2. Relevant Experience – Ecosystem / Landscape Strategy (max. 10 points)</b></p> <p>Assessment will focus on experience specifically relevant to Task Order 2, including:</p> <ul style="list-style-type: none"> <li>• Experience in analytical work (including literature reviews, key informant interviews, and evidence synthesis) and translating complex findings into clear, decision-oriented strategies applicable to programme and investment contexts;</li> <li>• Proven ability to assess, prioritise, and justify landscape or ecosystem focus areas, including the mapping of existing programmes, initiatives, and actors, and the identification of complementarities, gaps, and coordination opportunities;</li> <li>• Experience engaging with public and private stakeholders, development finance institutions, and donor-funded programmes relevant to ecosystem-level analysis;</li> <li>• A strong track record in producing highquality knowledge and strategy outputs that are accessible to nontechnical audiences, concise, visually clear,</li> </ul>	Technical Offer Part D

	<p>well structured, and designed to support programme steering, investment decision making, and TA design, rather than purely academic analysis;</p> <ul style="list-style-type: none"> <li>• Experience aligning ecosystem level strategies with EU funded initiatives, or comparable policy and donor coordination frameworks, including Global Gateway and Team Europe Initiatives where relevant.</li> </ul>	
<p>30</p>	<p><b>C. Project team</b></p> <p>For the purpose of evaluation, proposed experts will be assessed against clearly differentiated expert categories (e.g. Director/Manager / Senior Consultant / Junior Consultant), taking into account years of relevant experience, complexity of assignments delivered, and relevance to the DFCD Aya context.</p> <p><b>C1. Project team – Programme Delivery Coordination (max. 20 points)</b></p> <p>Assessment will focus on the quality and relevance of the proposed Core PDCC Team, specifically:</p> <ul style="list-style-type: none"> <li>• Strength of the proposed Team Lead / Programme Delivery Coordination Consultant – suitability, seniority (based on years of experience), and experience in leading multi-country TA facilities or programmes, including coordination, procurement oversight, quality assurance, and reporting under Task Order 1 and subsequent Task Orders;</li> <li>• Coverage of required functional expertise – adequacy of access to specialist capabilities across E&amp;S, GESI, climate/land use, Business Development Services, monitoring and results management, procurement and contracting, and relevant regional expertise to ensure programme-wide oversight, quality assurance, and compliance across the TA portfolio.;</li> <li>• Regional expertise coverage – adequacy of collective experience across Sub-Saharan Africa, Latin America and the Caribbean, and Asia-Pacific to support supervision of assignments across geographies;</li> <li>• CV quality and availability – relevance of proposed CVs to the roles described and availability of experts for the duration of the Framework Contract;</li> <li>• Clear roles and time allocation – clarity of roles and responsibilities across the Core PDCC Team and the extent to which the indicative level of effort is realistic and coherent with the proposed workplan and Programme Delivery Coordination responsibilities.</li> </ul> <p><b>C2. Project team – Ecosystem / Landscape Strategy (max. 10 points)</b></p>	<p>Technical Offer Part C and E</p>

	<p>Assessment will focus on the suitability of the proposed expertise to deliver Task Order 2 (Ecosystem Development Support Strategy) during the inception phase, specifically:</p> <ul style="list-style-type: none"> <li>• Strength of the nominated Ecosystem Strategy Lead – seniority (based on years of experience), relevance of experience, and suitability to lead and quality assure delivery of a timebound ecosystem or integrated landscape strategy;</li> <li>• Depth and relevance of integrated landscape and sector expertise – adequacy of the proposed specialist expertise to support landscape prioritisation, programme mapping, and ecosystem level analysis relevant to DFCD Aya;</li> <li>• EU policy and donor coordination expertise – relevance of experience with EU funded programmes focused on climate adaptation, Global Gateway priorities, and Team Europe Initiatives, including engagement with EU Delegations or comparable stakeholders;</li> <li>• CV quality and availability – relevance of CVs to the roles proposed and confirmed availability of key experts for the duration of Task Order 2;</li> <li>• Clear roles and time allocation – clarity of roles and responsibilities within the Task Order 2 team and the extent to which the indicative level of effort is proportionate and coherent with the proposed methodology and inception phase workplan.</li> </ul>	
<b>20</b>	<b>FINANCIAL ASSESSMENT</b>	
20	<p>The Tenderer is required to complete the Financial Offer, which can be found in Annex IV, using the prescribed form and template. All amounts should be stated in euro, exclusive of VAT, and must encompass every associated cost. Tenderers are requested to submit daily rates per expert category, aligned with the expert categories proposed in the Technical Offer. Reimbursable costs will be agreed and reimbursed on actuals per Task Order.</p>	Part F: Financial Offer

The total number of points obtained for the qualitative criteria above (max. 100) will be added to the points awarded for the price (max. 20).

Only Tenders that have scored more than 75 points during the Technical Assessment will be entitled to form part of the Financial Assessment. Any Tenders with a score of 75 points or lower during the Technical Assessment will be put aside and will be excluded from further participation during the tender process.

FMO intends to contract one party with the Most Economically Advantageous Offer. With equal scores, the score on Quality will be decisive.

FMO expects only an invoice excluding VAT (exported services) for tenderers outside of the EU to avoid double taxation.

## 5.1 Final score and choice of the selected tenderer

The final tender evaluation score will be based on the combined technical and financial offer. The Tenderer with the highest score will be granted the contract.

The best price-quality ratio is established by weighing the score on the Technical Assessment (Quality, max 100 points) against the score on the Financial Assessment (Price, max 20 points).

## 5.2 Assessment method for Financial Assessment (price/daily fee rates)

The Financial offer must be presented in euro excluding VAT. A financial offer should be comprised of the daily fee rates in accordance with Annex IV.

FMO will compare financial proposals based on the level of effort estimated by a tenderer based on (1) the requested daily rate(s) and (2) the estimated number of person-days according to the workplan.

The financial offers will be scored in comparison to the other received offers. The best-priced offer will receive 20 points. The other offers will receive points based on the relative position of the price / daily rates offered compared to the best-priced offer.

# 6. Assessment procedure of the tender

## 6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure.

The contracting authority will check whether:

1. All required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7.14);
2. The information is correct and complete, and no adjustments have been made to the documents provided by the Contractor;
3. No provisions have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply); and
4. The Tender Submission Form, including the Tenderer's Declaration, and the Declaration on Honour, have been completed in full and has been legally signed on behalf of the Tenderer.

In the event that the aforementioned requirements listed under 1 up to and including 4 have not been complied with by the Tenderer, the Tender will be excluded from assessment and further participation in the tendering process.

## 6.2 Assessment of selection and requirements relating to the assignment

Subsequently, the Tender's compliance with the selection criteria and requirements for the assignment will be assessed. Any Tenders that do not comply with the selection criteria (which constitute the knock-out requirements) will be excluded from further participation in the tendering process.

### 6.3 Assessment of award criteria

Subsequently, all Tenders, that are not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

### 6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio, see Section 5 for the award criteria.

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.

### 6.5 Assessment of evidence

Evidence is required to assess the Selection Criteria. Please refer to the "Selection Criteria" section above for guidance on the documents needed to demonstrate Technical Capacity, Professional Capacity, and Financial Capacity. All supporting evidence must be submitted together with the signed Tender Submission Form, including all relevant attachments.

By signing the Tender Submission Form, including attachments, and submitting the Tender, the Tenderer agrees that at a later date, FMO is entitled to request that the winning Tenderer provides the additional required supporting evidence.

Upon awarding the Contract, FMO will request additional supporting evidence from the winning Tenderer (see section "Structure and content of the Tender Package" below). This additional supporting evidence consists of documents necessary for FMO to conduct its Know Your Supplier process. FMO 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. FMO's relevant Know Your Supplier Explainer is attached hereto as Annex VI.

The evidence must demonstrate that the winning Tenderers indeed comply with the content of 'Tender Submission Form' and the Tender. Following FMO's request to provide the evidence, the 'winning' Tenderer has 10 (ten) calendar days to hand over the required evidence. If FMO 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. FMO 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 Tenderer with the highest score (so excluding the Tenders that are being excluded from further participation in the process) and verified by FMO, FMO envisages entering into the Contract the Tender in conformity with the text of that draft Contract as attached hereto as Annex VII.

FMO's standard Framework Contract and Task Order template is provided as Annex VII of the Tender Dossier. As the services of the Consultant(s) will be paid by FMO through a European Commission contribution to finance technical assistance for the implementation of the DFCD Aya Scalable Climate Solutions TA Facility, FMO reserves the right to amend its standard Framework Contract and Task Order template to include any European Commission obligations which FMO, in its sole discretion, determines it must pass through to the Consultant(s).

FMO is entitled to enter into the Contract but is not obliged to do so. If FMO decides at its sole discretion not to enter into the Contract, it will not need to provide a reason for not entering into the Contract.

## 7. Submission procedure for Tenders

### 7.1 Statement of agreement

By submitting a Tender, 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 throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will offer the daily fee rates as provided, including any agreed indexation. By submitting CVs containing Availability Statements, Tenderers confirm that the proposed experts' availability is accurate at the time of submission.

Failing to comply with one or more requirements as laid down in this Request for Proposal will result in his Tender being disqualified from the assessment process and therefore excluded from the Tender process.

### 7.2 General procedure

This tendering process will be carried out in compliance with FMO's Public procurement guidelines. In this case, the 'open tender procedure' was selected as the applicable tendering procedure. This procedure is usually applied to tender for services with a total estimated value of more than EUR 300.000.

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this Request for Proposal, FMO could set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

### 7.3 Communication

All communication relating to this tender procedure will be conducted in the English language via [impact.procurement@fmo.nl](mailto:impact.procurement@fmo.nl) unless otherwise specified.

Attempts to directly contact persons working with the Contracting Authority other than the contact person(s) stated above in relation to this tender process are prohibited.

### 7.4 Questions and additional information/changes

The tender dossier should be clear enough to avoid tenderers having to request additional information during the procedure. If FMO, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it must be published in the same media as the Tender Dossier.

During the procedure, tenderers have the possibility to ask questions. Questions should be asked within the deadline mentioned in the time schedule. All questions will be answered anonymously, and the clarifications will be published on the same webpage as the Tender Dossier. In any event, all questions asked will be answered within the deadline mentioned in the time schedule.

Tenderers are requested to use the provided format for submitting questions, attached as Annex 5. The questions must be submitted in English exclusively to FMO by e-mail at the following address [impact.procurement@fmo.nl](mailto:impact.procurement@fmo.nl). Tenderers are requested to include the following information in the subject of the e-mail: Question in reference to open tender procedure DFCD-XX-1.

FMO has no obligation to provide clarification after this date. Any Tenderer seeking to arrange individual meetings with FMO concerning this Contract during the tender period may be excluded from the tender procedure.

### 7.5 Validity period and submission of Tender

Tenderers are bound by their tenders for 110 days after the deadline for submitting tenders.

The unsuccessful tenderers are bound by the tender until the end of the validity period, even if they have received a notification of non-award.

In exceptional cases, before the period of validity expires, the contracting authority may ask tenderers to extend the period for a specific number of days, which may not exceed 20.

The successful tenderer must maintain its tender for a further 60 days. This 60-day period is added to the validity period irrespective of the date of notification. This period can be further extended by mutual agreement between the parties.

During the tender validity period for the unsuccessful tenderers, the contracting authority reserves the right to send a notification of award to the next best-ranked tenderer. The validity of the next best-ranked tender will be extended by 60 days, upon notification of the new award decision. This 60-day period is added to the validity period irrespective of the date of notification, which should however be within the validity period.

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

### 7.6 Digital submission of Tenders

Tenderers may submit their Tenders by email, based on a risk assessment made by the contracting authority (i.e. risk of contamination, risk of postal services not being available, risk of potential candidates/tenderers working from home and not being able to print, etc.). Tenderers are asked to send two (2) separate mails:

1. An e-mail with the Technical Offer with the subject of that mail: “[Name of the tenderer or consortium lead member]\_Technical Proposal\_[e-mail number]/[total number of e-mails sent as part of this tender submission]”. The contract title and publication reference must be clearly marked on the e-mail containing the tender proposal and must always be mentioned in all subsequent correspondence with FMO. The documents in this e-mail are NOT password protected. The technical proposal can be sent in multiple e-mails.
2. An e-mail with the Financial Offer with the subject of that mail “[Name of the tenderer or consortium lead member]\_Financial Offer”. The documents in this e-mail **ARE** protected by a password. The password is *not sent to FMO when submitting the tender*. FMO will only need the password after the Technical Assessment, and the tender has scored at least 75 points. The tenderer is requested send the password on or before the date listed in the time schedule,

section 1.3, unless FMO notifies the Tenderer before this date that the tenderers submission did not achieve the minimum of 75 points during the Technical Assessment to qualify for opening the Financial Proposal.

Tenderers are entitled to sign the necessary documentation where appropriate, scan the documents and attach the scanned and signed copies of the Tender Submission Form, including the Tenderer's Declaration and the Declaration on Honour (see Annexes I and II) in PDF by email with 'Technical Offer' in the subject of the mail.

The filled out and signed Financial Proposal (see Annex IV) will be attached to the mail with the 'Financial Offer'.

### 7.7 Amending or withdrawing Tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

### 7.8 Costs of submitting a Tender

FMO 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.

### 7.9 Termination of tendering process

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

### 7.10 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's, then the provisions in the most recent Summary of additional information takes precedence in the event of inconsistencies between the different summaries.

### 7.11 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.

### 7.12 Complaints procedure

If a Tenderer disputes a response given by FMO to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint via the FMO Complaints Mechanism website More detailed information on this matter can be found in here [General complaints - FMO](#)

### 7.13 Dispute resolution

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

### 7.14 Structure and content of the Tender Package

The Tender must be submitted entirely via e-mail making use of the e-mail address [impact.procurement@fmo.nl](mailto:impact.procurement@fmo.nl) and the Tender Submission Form, including but not limited to the Tenderer's Declaration and the Declaration on Honour, must be legally signed.

You can use the following checklist during the submission of your tender package.

<b>Item to be submitted at the moment of tender submission</b>	Technical proposal. Tender Submission Form (Annex I) including Tenderer Declaration. Evidence of meeting the Selection Criteria Declaration on Honour (Annex II). Financial Proposal (Annex IV). Project References (Annex III) Collaboration Form (if forming a consortium or sub-contracting) (Annex VIII).
<b>Supporting evidence required at the award stage</b>	Documents required for FMO's KYS procedure (as per Annex VI): <ul style="list-style-type: none"><li>- List of Board Members, Senior Management and Authorized representatives.</li><li>- Copy of passport(s).</li><li>- Ownership structure chart.</li><li>- Proof of legal address.</li></ul> Identification Form (Annex IX). Duly authorized signatures (Annex X). Documentary proof of statement of effective establishment or incorporation (if tenderer is a firm).

### 7.15 Submission of a Tender

Submission as a consortium or through a contractor – subcontractor structure is allowed.

### 7.16 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. 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, FMO will notify the Tenderer of this intention, at which point the Tenderer will be allowed to demonstrate to FMO 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. FMO 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.

## 7.17 Ethic clauses/corruptive practices

### 7.17.1. Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

### 7.17.2. Respect for human rights as well as environmental legislation and core labour standards

The tenderer must respect environmental legislation and core labour standards: participants that are awarded the contract must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

The tenderer and its personnel must commit to and ensure the respect of basic EU values, the tenderer and its personnel must comply with basic EU values such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

The tenderer and its personnel must comply with applicable data protection rules and environmental legislation. In particular, tenderers who have been awarded the contract must also comply with multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

The tenderer and its personnel must comply with the EU values, such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

### 7.17.3. Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The Contracting Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.).

#### 7.17.4. Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company. Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

#### 7.17.5. Breach of obligations, irregularities or fraud

FMO reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, FMO may refrain from concluding the contract.

#### 7.17.6. Zero tolerance for sexual exploitation and sexual abuse

FMO applies a policy of 'zero tolerance' in relation to all wrongful conduct that has an impact on the professional credibility of the tenderer. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.

### 7.18 Communication and language

During the tendering process, communication with the contracting authority must be conducted in English. The Tenderer 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 must be conducted in English.

### 7.19 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.

### 7.20 Explanation and verification of the Tender

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

### 7.21 Request for supplementary information concerning the Tender

FMO can ask Tenderers to provide supplementary information and/or clarification of their Tender.

## 7.22 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. All Tenderers are entitled to request further information regarding this decision from FMO.

## 7.23 Interests in relation to the judgement

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

## 8. Annexes

The following annexes constitute an integral part of this Tender document. These annexes were sent together with the Tender document.

- Annex I - Template for the Tender Submission Form, including the Tenderer's Declaration
- Annex II - Template for the Declaration on Honour
- Annex III - Template for Project References
- Annex IV - Template for the Financial Proposal
- Annex V - Template for Questions
- Annex VI - FMO's Know Your Supplier Explainer
- Annex VII - Template for Draft Framework Contract and Task Order
- Annex VIII - Collaboration Form
- Annex IX - Identification Form
- Annex X - Signatory List
- Annex XI - Data Processing Agreement