

Request for Proposal

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

The open tender procedure for the Procurement of Environmental, Social and Governance (ESG) Technical Assistance and Capacity-Building Services under the EFSD+ and IYBA Programs

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Definition of terms

Contracting authority	Nederlandse Financieringsmaatschappij voor ontwikkelingslanden N.V.
Contractor	The party with whom the FMO concludes the Contract.
Contract	The written Framework Agreement between FMO and the Contractor in which the terms and conditions of the assignment are laid down in writing.
Customer	A business or financial institution that receives financing, investment, or advisory services to support sustainable development.
Data processing Agreement	An agreement signed by FMO and the Contractor concerning the processing of personal data by the contractor.
DFI	Development Finance Institution
EDFI	European DFI
EFSD+	European Fund for Sustainable Development Plus.
EFSD+ Regulation	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").
ESG	Environmental, Social, and Governance
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.

Fragile- and Conflict Affected Situations or FCAS	The countries designated by the World Bank Group, as updated from time to time, available at: https://www.worldbank.org/en/topic/fragilityconflictviolence/brief/classification-of-fragile-and-conflict-affected-situations
Least Developed Countries or LDC	The countries designated by the United Nations as the least developed countries, as updated from time to time, an available at https://unctad.org/topic/least-developed-countries/list
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
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 invitation concerns the open tender procedure of an Environmental, Social, and Governance (ESG) consultant, or consortium of consultants, to deliver Technical Assistance (TA) across all European Fund for Sustainable Development Plus (EFSD+) and Investing in Young Businesses in Africa (IYBA) programs.

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

1.1 Contracting authority

FMO¹ 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 fmo.nl.

FMO's office address is as follows:

Nederlandse Financierings-Maatschappij voor ontwikkelingslanden N.V.

Anna van Saksenlaan 71

2509 AB The Hague

The Netherlands

¹ FMO is the Dutch development bank, 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).

1.2 Time schedule

The schedule below applies to this tendering process:

Activity	Date and time
Publication of the Tender Dossier	23 February 2026
Deadline for requesting clarification from FMO	03 April 2026, 17:00 CEST
Last day for FMO to issue clarification	10 April 2026
Deadline for submitting tenders	24 April 2026, 17:00 CEST
Interviews (if these are to occur)	7 and 8 May 2026
Completion date for evaluating technical offers	15 May 2026*
FMO informs tenderers if their submission has passed the scoring threshold and should send their passwords for the Financial Offer	18 May 2026
Tenderer sends Password for the Financial Proposal	19 May 2026
FMO sends notification of award decision	29 May 2026 at the latest*
Standstill period	10 June 2026
Deadline for the winning Tenderer to provide the evidence requested by FMO	10 June 2026
Contract signature	29 June 2026 *
Start date of the Contract	1 July 2026*
Publication of award decision	1 July 2026*

***Provisional date**

If in the opinion of FMO if 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

FMO manages a diverse portfolio of TA programs in the financial sector (FI), energy sector (EN), agricultural, food and forestry sector (AFF) designed to enhance the performance, resilience, and impact of its (prospective) customers. These TA programs play a pivotal role in strengthening businesses across emerging markets and align with FMO's broader mission to foster sustainable development and inclusive economic growth.

FMO seeks to engage an Environmental, Social, and Governance (ESG) consultant, or a consortium of consultants, to provide capacity building services in the areas of ESG risk management to (prospective) customers and possibly ecosystem partners ('the target groups') of FMO. Through TA, the consultant will help the target group, to build the necessary skills, systems, and knowledge to meet ESG requirements. FMO may deploy either pre- or post-investment TA in identifying and addressing gaps in ESG risk management and to help (prospective) customers or ecosystem partners meet sustainability standards.

Pre-investment TA is provided before a formal investment is made, aimed at supporting prospective customers to meet ESG standards and improve their readiness for obtaining funding. Post-investment TA is provided after investment is committed and aimed at supporting ESG risk management and sustainability performance of FMO's customers.

2.2 Reference Framework

This tender is grounded in a broader strategic and policy environment that guides the objectives, scope, and expected outcomes of the assignment. The reference framework outlines the key documents, standards, and principles that will inform the design and implementation of TA services. The selected consultant is expected to be familiar with and apply the following reference materials throughout the assignment:

- IFC Performance Standards - 2012 version;
- World Bank Group Environmental Health and Safety Guidelines (general and sectoral);
- UN Guiding Principles on Business and Human Rights (UNGPR);
- UN Voluntary Principles on Security and Human Rights;
- All ILO conventions covering core labour standards and all ILO conventions covering the basic terms and conditions of employment;
- ILO Convention 169 on Indigenous and Tribal Peoples;
- United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP);
- High Conservation Value Area Approach

- Local, national and international legislation relating to environmental, social, and governance sustainability and consumer protection laws;
- Certifications as applicable, including but not limited to FSC, Global GAP, BRCGS Global Food Safety Standard, ISO 9001, ISO 14001, ISO 45001, SA 8000;
- Operating Principles for Impact Management
- FMO Sustainability Policy and Position Statements;
- FMO Exclusion List.

2.3 Scope of the assignment

The consultant, or the consortium of consultants, will deliver TA services across all EFSD+ and IYBA programs. EFSD+ is a key instrument of the EU's Global Gateway strategy, designed to mobilize investments that promote sustainable development, climate resilience, and inclusive growth across the globe. EFSD+ programs often target high-impact sectors such as renewable energy, sustainable agriculture, and water and ecosystems with a strong emphasis on environmental sustainability and social inclusion. These programs contribute to measurable ESG impact while maintaining high standards of risk management and compliance.

The EFSD+ and IYBA programs FMO is implementing and covered under this framework are:

DFCD-Aya TA Facility: The Dutch Fund for Climate and Development (DFCD) is a climate resilience fund (funded by the EC), dedicated to supporting climate adaptation and mitigation projects which benefit vulnerable communities and landscapes. DFCD-Aya targets investing in high-risk, relatively early stage, climate-relevant projects that are located in vulnerable regions.

Nasira+: The Nasira+ program seeks to unlock the provision of much-needed financing for Micro, Small and Medium-sized Enterprises (MSMEs) that aim at setting up and/or scaling their businesses, including underserved entrepreneurs. Building on the experience and success of the currently operational Nasira program, Nasira+ is designed as a risk-sharing mechanism in the form of portfolio guarantees to leverage private sector financing towards riskier perceived and consequently underserved segments of the economies and societies.

E-RET: E-RET seeks to expand access to modern, clean and reliable energy as well as to reduce the share of CO2 emissions of the electricity sector. It is composed of the Guarantee component and the TA component. The Guarantee will support energy transactions in the areas of RE generation (on-grid, independent power producers (IPP) projects, off-grid and mini-grid solutions), transmission and distribution infrastructure and facilities, storage solutions, green hydrogen value chain (production, distribution, storage) and other new technologies, and related infrastructure connected to the above and contributing to the energy transition.

Carbon Sinks: The Program seeks to support investments in carbon sink projects through the two interlinked components: Technical Assistance (TA) and Guarantee Agreement. By enhancing investment readiness, facilitating access to markets, and building capacity, the Action support the EU's commitment to sustainable development and climate action and is crucial for mobilizing investments that will help mitigate climate change while promoting sustainable land management.

In addition to EFSD+-linked programmes, this framework may also be used to support Technical Assistance assignments under the Investing in Young Businesses in Africa (IYBA) initiative, including activities implemented under FMO’s Market Creation Platform.

IYBA is a European Union–supported Team Europe Initiative that aims to strengthen early-stage and young businesses in Africa by addressing structural barriers to investment and expanding the pipeline of investable enterprises. Technical Assistance under IYBA focuses on market creation and pipeline development, including ecosystem strengthening, investment-readiness support for MSMEs, and capacity building of financial intermediaries and other ecosystem actors, with particular attention to financial inclusion and women- and youth-led businesses.

Please refer to Annex 1 for additional information and more in-depth EFSD+ and IYBA program descriptions.

TA is expected to deliver skills- and knowledge transfer that equips customers to understand, implement, and internalize sustainability standards within their own operations. TA projects may be deployed to help, amongst others, design, operationalize Environmental and Social Management Systems (ESMS), deliver targeted training to staff, enhance stakeholder engagement activities, conduct baseline assessments of ESG risks, develop or update policies, procedures, and ESG related action plans (including Gender Action Plans), and guide customers through IFC Performance Standards or other relevant frameworks, etc.. TA can also be used to support the customer’s monitoring, reporting and audit processes, support compliance with investor requirements, and drive continuous improvement aligned with relevant standards.

FMO’s customers may require support to meet international standards and investor requirements. This need is more pronounced in Least Developed Countries (LDCs) and Fragile and Conflict-Affected Situations (FCAS), where many customers have limited prior exposure to international standards. FMOs customers may include corporates (large or MSME), financial intermediaries (f.i. funds, banks, non-banking financial institutions), project developers, or project finance entities.

The scope of work for each assignment will be defined by FMO, the relevant EFSD+ and IYBA programs, and the (prospective) customer, and formalized through “Task Orders (TOs)” issued under the framework agreement. TOs will vary depending on the needs of each assignment. Typical tasks are outlined, as examples without limitation, in the table below.

Typical activity/task	Description / Example
Environmental and Social Management Systems (ESMS)	<p>Develop ESMS tailored to the material ESG risks, the maturity and operational context of the customer. The ESMS development may cover the following:</p> <ul style="list-style-type: none"> • Baseline (gap) assessment of the practices and capacity building needs to comply with the Reference Framework; • ESG Action Plans (including an overall ESG Action Plan necessary for carrying out a suite of mitigation measures or thematic action plans, such as Resettlement Action Plans or Biodiversity Action

	<p>Plans) outlining a documentation list, implementation costs and a capacity building roadmap (skills- and knowledge transfer).</p> <ul style="list-style-type: none"> • Building ESG management systems, including (digitalized) procedures, governance structures and tools. • Building learning- and development solutions / platforms for the customer. • Advise on ESG governance (e.g.: ESG integration at the investment committees, boards, etc.)
Compliance with sustainable finance regulations and standards	<ul style="list-style-type: none"> • Conducting gap assessments and support alignment with the EU Sustainable Finance Regulations (e.g.: EU Taxonomy, SFDR) and local region-specific sustainable finance regulations, as applicable. • Preparing ESG Action Plans to close compliance gaps. • Advising on reporting requirements and documentation to meet EU and international standards.
Coaching and implementation support	<ul style="list-style-type: none"> • Hand-holding the customer's staff and on-the-job training regarding the daily operation of ESG Management. This may cover tasks such as preparing project documentation, budgets, change management, internal audits, complaints and incident response, materiality assessments, reporting to the board. • Hand-holding on the management of complex, material risks and impacts in the portfolio / operations (e.g.: benefit-sharing, biodiversity, nature-based solutions, circular economy, GBVH, resettlement, security and human rights, conflict resolution, indigenous peoples). • Coaching the ESG managers and senior management. • Secondment of key experts.

	<ul style="list-style-type: none"> • Provide customer support through a dedicated channel to ensure quick communication and timely responses.
Trainings (masterclasses, workshops, webinars, and trainings)	<ul style="list-style-type: none"> • Foundational trainings on ESG Standards, frameworks, and regulatory requirements. • “Train the trainers” programs. • Trainings on specific subject matters (e.g.: gender-based violence and harassment, biodiversity, resettlement, indigenous peoples, occupational health and safety) • Workshops on ESG for board members; • Preparing good practice briefs for publication.
Impact measurement and management	<p>Support customers with creating and/or strengthening impact management frameworks following good international industry practice:</p> <p>Facilitate customers to articulate theory of change, setting targets and metrics</p> <p>Applying (digitalised) data collection tools.</p> <p>Preparing impact reports;</p> <p>Support disclosures and storytelling.</p>

Additional thematic areas (non-exhaustive)

In addition to the typical activities listed above, Technical Assistance delivered under this Framework may also cover complementary thematic areas relevant to strengthening environmental, social, governance, and impact management capacities of (prospective) customers. These may include, but are not limited to:

- **Strengthening E&S risk management processes and systems**
(e.g., consultancy for E&S policies, management systems, governance arrangements, and staff training)
- **Improving corporate governance**
(e.g., board setup and composition, roles and responsibilities, meeting processes, accountability policies, and board culture)

- **Supporting the uptake of EU Sustainable Finance Standards**
(e.g., gap assessments, preparation of action plans for compliance with the EU Taxonomy, SFDR, and related regulatory frameworks)
- **Strengthening impact indicator measurement and reporting**
(e.g., designing or enhancing M&E systems, staff training, digital data collection processes, Green/Sustainability Bond readiness)
- **Promoting gender equality and social inclusion (GESI)**
(e.g., customer or supply chain level GESI assessments, action plans, and capacitybuilding for investees and ecosystem partners)
- **Enhancing environmental and social outcomes for local communities and ecosystems**
(e.g., landscape/forest management planning, multistakeholder governance platforms, supply chain ICT tools for traceability and compliance, community training on climate smart practices or fire management)

These examples are illustrative only and do not expand or limit the scope of the Framework. Individual Task Orders may draw on one or several of these thematic areas, depending on the needs of the specific EFSD+ program and the (prospective) customer.

2.4 Framework Agreement Structure and Task Order Procurement

FMO intends to award a framework agreement to up to three qualified Environmental, Social, Governance (ESG) consultants or consortium of consultants. These frameworks establish a panel of pre-selected consultants from which Task Orders for individual TA assignments will be commissioned, in accordance with the procurement thresholds outlined below.

1) Assignments up to EUR 50,000:

- No competition is required. FMO may directly award the Task Order to one of the selected consultants, based on suitability and availability.

2) Assignments above EUR 50,000:

- FMO will conduct a competitive tender process open to the selected consultants within the framework agreement.

The competitive tender process will be in the form of a 'mini-competition' process, meaning that the proposal procedure is significantly smaller in scope and lighter in administrative burden compared to a full-scale public tender, allowing for faster turnaround and more streamlined evaluation among the pre-selected consultants.

A TO will detail the objective, activities, budget, and deliverables of each TA assignment. There is no predefined budget ceiling for each individual TO, and their budgets will be determined by the scope of work. FMO's standard Framework Agreement and Task Order template is provided as Annex 7 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 multiple

corresponding EFSD+ and IYBA budgetary guarantee programs, FMO reserves the right to amend its standard Framework Agreement 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).

2.5 Framework duration

The tenderer will be appointed under a contract with a maximum duration of up to 5 years, provided that all services, Task Orders, and final invoicing are completed before the end of the Implementation Period of the EC Contribution Agreement (currently 30 June 2031).

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 tenderers electronically. All services under this Framework Agreement, including all Task Orders, must be fully implemented and invoiced before the end of the Implementation Period of the EC Contribution Agreement (currently 30 June 2031). No Task Order may extend beyond the Contribution Agreement end date, including final delivery and final invoicing.

This framework agreement is concluded on a non-exclusive and zero-value basis. No minimum volume of service or financial commitment is guaranteed. Individual assignments will be commissioned through Task Orders, subject to internal approvals and availability of funds.

2.6 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 locally when possible and remotely when the assignment allows for remote work. There is a strong preference for the option to include local consultants where possible to ensure proper understanding of the local context, ideally partnering with a consultant that has experience working with DFIs / international donors. Where relevant and feasible FMO expects tenderers to leverage qualified local consultants, integrated with international expertise to ensure contextual relevance and effective delivery.

2.7 Budget

The maximum Budget Ceiling allocated for this framework is capped at EUR 2,000,000.

Each of the up to three selected consultants will be awarded a zero-value framework contract. Budgets will be defined per TO and may vary depending on scope, duration, location and required expertise. TOs will be issued under this framework as assignment opportunities arise, with budgets defined per assignment.

The budget of each TO will be determined individually, based on the specific scope of work, expected deliverables, number and expertise of consultants required, geographic location and logistical considerations, etc.

Task Orders with an estimated value below EUR 50,000 may be awarded directly by FMO to one of the selected framework consultants, based on the nature of the assignment and the consultant's relevant expertise and availability.

Task Orders with an estimated value above EUR 50,000 will be awarded through a mini-competition among the selected framework consultants.

FMO retains discretion in the application of this approach in order to ensure proportionality and operational flexibility.

In alignment with FMO's Technical Assistance programme principles, projects under this framework may include a financial contribution from the (prospective) customer where appropriate. 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 financial capacity of the customer, or the operating context, including fragile, underserved, or high-risk markets.

Any customer financial contribution is additional to and does not form part of the maximum framework budget of EUR 2,000,000.

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 2, and (ii) a Declaration on Honour in conformity with the template attached as Annex 3, 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 2) that they accept the FMO's KYS procedure and the obligations arising out of that (Annex 6). The tenderer must successfully pass FMO's KYS procedure before the contract can be signed.

Provide Know Your supplier (KYS) requirements. Tenderer must provide:

- Legal registration details
- Ownership structure
- Confirmation of compliance with anti-money laundering and anti-terrorism financing regulations

3.3 Eligibility Requirements

The purpose of the Eligibility Requirements is to determine whether a Tenderer is eligible to participate in this tender procedure.

This framework agreement is established to support Technical Assistance assignments financed under one or more donor programs managed by FMO, including the European Fund for Sustainable Development Plus (EFSD+) and Investing in Young Businesses in Africa (IYBA).

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 II) and the Declaration on Honor (Annex III). Supporting evidence will only be requested from the winning tenderer at the award stage in accordance with Section 6.5.

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.

For each Task Order, the applicable donor funding source and the corresponding eligibility, geographic scope, and compliance requirements will be specified in the Task Order documentation and shall prevail for that assignment

3.4 Selection criteria

The following selection criteria will be applied to tenderers. In the case of tender submission forms submitted by a consortium, these selection criteria will be applied to the consortium as a whole. The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors.

It should be noted that any false statement found after the award of the contract would lead to the cancellation of the said contract. The tenderer shall not use previous experience which caused breach of contract and termination by FMO as a reference for selection criteria.

The selection criteria for each tenderer are as follows:

1. Economic and financial capacity of the tenderer:

The tenderer must demonstrate sufficient economic and financial capacity to perform the contract. The reference period for assessing this capacity is the last three financial years for which accounts have been closed.

This criterion aims to ensure that the tenderer:

- has sufficient financial stability to manage and deliver the contract;
- will not become economically dependent on FMO if awarded the contract; and
- has adequate financial resources to pre-finance technical assistance assignments prior to reimbursement under individual Task Orders.

Criterion – Average Annual Turnover:

The tenderer's average annual turnover for the last three closed financial years must be not less than EUR 800,000.

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.

2. Professional capacity of the tenderer:

The tenderer must demonstrate sufficient professional capacity to perform the contract. The reference period for assessing this capacity shall be the current year and the previous two years (i.e., the last three years preceding the submission deadline).

In the case of a consortium, the criterion applies to the consortium as a whole.

Criterion – Minimum Staff Resources:

The tenderer has, during the current year and the previous two years, on average, at least: six (6) personnel directly employed or otherwise legally contracted on a permanent or non-permanent basis in areas of specialist knowledge related to this contract.

Evidence Required

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

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 in PDF format.

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

Part	Slide/page limit
<p>Technical Proposal Part A: Methodology and Approach</p> <p>Include:</p> <ul style="list-style-type: none"> - Comments to the RfP, explaining any proposed deviations or additions to the original scope of work. - A clear, tailored description of how the tenderer will deliver ESG capacity building services mentioned under section 2.3 scope of the assignment. - Should address quality assurance measures, and alignment with the Reference Framework (e.g., IFC Performance Standards, UNGP, ILO conventions, etc). - Describe your approach to working with local consultants, including how you identify, select, and collaborate with them to ensure contextual relevance and effective delivery. - The proposal should explicitly describe the internal quality assurance workflow, assignment team roles, and how methodologies will be adapted across different EFSD+ and IYBA programs - The proposal should describe the operational process for identifying and integrating locally-based experts into delivery teams. 	<p>5-20 pages max</p>
<p>Technical Proposal Part B: Team Composition and CVs:</p> <ul style="list-style-type: none"> - Tenderer shall submit 6 CVs of proposed technical experts (international and local) that will deliver these types of projects. The proposed team shall include at least one team lead/senior expert responsible for overall coordination and quality assurance and. Relevant sectoral and regional experience may be demonstrated collectively across the proposed team. CVs must highlight relevant ESG expertise, sectoral knowledge, and regional experience in Sub-Saharan Africa, South-East Asia, Latin America and European emerging markets. 	<p>2 pages max per CV</p>

<ul style="list-style-type: none"> - CVs must highlight work experience and track record in LDC and/or FCAS. The team constellation would ideally follow similar structure (but not exclusive) as listed below: <ol style="list-style-type: none"> 1. Team Lead / Senior ESG Coordinator (international): ≥10 years' ESG due diligence and ESMS capacity-building; demonstrable leadership of multi-country TA; strong IFC PS track record; acts as single point of contact and QA lead. 2. (Senior) ESG Specialist – Sector (Energy/Infrastructure or AFF): ≥8 years; experience with IPPs/off-grid/mini-grid or agribusiness/forestry; demonstrated ESAP design and implementation. 3. (Senior) ESG Specialist – Financial Intermediaries: ≥8 years; FI ESMS incl. portfolio risk methodologies, client engagement, and EU SFDR/EU Taxonomy advisory exposure. 4. (Social) Performance/GBVH Specialist: ≥7 years; stakeholder engagement, grievance, resettlement, indigenous peoples, GBVH risk management; experience in LDC/FCAS. 5. (OHS/Environmental) Specialist: ≥7 years; sector-relevant EHS guidelines, incident management, and training design. 6. (Regional/Locally-based) Expert (SSA or LAC or Asia/Pacific): ≥7 years; fluent in at least one locally relevant language (e.g., French, Portuguese, Spanish); proven delivery in LDC/FCAS contexts and integration with international teams. - The evaluators will assess how well the proposed experts collectively cover the required roles, regions, and technical capabilities as described in this section. - In addition, please describe your network of local consultants and your approach to identifying, selecting, and collaborating with local experts in the regions where assignments may take place. You do not need to submit local CVs at this stage; instead, provide evidence of your ability to access and work with qualified local consultants as needed for specific assignments. - Proposed experts are not required to be exclusive to this framework and may be proposed by more than one tenderer. 	<p>1 page max for the network of local consultants</p>

<p>Technical Proposal Part C: Project References</p> <p>For the purposes of the technical assessment and scoring, there is no fixed minimum or maximum number of reference projects required to obtain the maximum score. Instead, the evaluation committee will assess the relevance, quality, and coverage of your submitted reference project(s) against the technical capacity requirements and award criteria. Briefly describe the scope, team, deliverables and delivery date realized of a project similar to this tender. Reference projects should showcase the following:</p> <ul style="list-style-type: none"> - ESMS development and capacity building for private sector entities of various sizes (financial intermediaries, large corporates and MSMEs) across relevant sectors such as energy, agribusiness food and forestry, and financial services in Sub-Saharan Africa, South-East Asia, Latin America and European emerging markets; - Project implementation in LDC and/or FCAS, - Design and delivery of capacity building programs in emerging markets, - Leverage of local consultant network, - Deployment of digital tools supporting environmental, social and impact management (e.g. ESMS tools or templates, online training platforms, audit and monitoring tools, grievance or action-plan tracking systems, dashboards or knowledge-management repositories). <p>The required experience may be demonstrated collectively across all submitted references.</p>	<p>2 pages max per reference</p>
<p>Part D: Financial Proposal (Rate Card)</p>	<p>See excel template provided separately (Annex 4)</p>

- Price information (financial proposal) should not be included in Parts A, B or C.
- Parts A, B and C should each contain a single file, in PDF format.
- Part D, financial proposal, the tenderer is requested to fill out the Rate Card attached hereto in Annex 4 in the form and template as provided. This document is protected by password.
- The daily fee rates provided are in euro, excluding VAT, and include any and all other costs, except for international travel.
 - “Reimbursable expenses (e.g., travel/accommodation), if applicable, will be agreed and reimbursed per Task Order and are not included in the daily rates.”
 - Daily rates submitted under this framework are realistic and sustainable over the duration of the framework agreement.
- No specific format is required for 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 reference projects shall contain the following information:
 - The contracting authority to whom the services are provided
 - A short description of the assignment
 - The value of the contract
 - Time frame during which the contract was performed
 - Contract manager of the contracting authority
 - Contact details including phone number and email address.

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

5. Award criteria and assessment method

Tenders are evaluated by an evaluation committee formally appointed by FMO 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 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
30	<p><u>Evaluation will assess the degree to which the proposed methodology:</u></p> <ul style="list-style-type: none"> • (a) Comments to the Terms of Reference, explaining any proposed deviations or additions to the original scope of work 	Technical Proposal Part A

	<ul style="list-style-type: none"> • (b) Demonstrates a clear step-by-step approach to delivering ESG capacity-building across different assignment types (ESMS development, training, coaching, impact management). • (c) Explains how quality assurance will be organized (roles, tools, internal review workflow). • (d) Shows a practical plan for integrating local expertise (identification, onboarding, QA integration). • (e) Clearly links the proposed approach to the Reference Framework (IFC PS, UNGP, ILO conventions). • (f) Demonstrates feasibility, including realistic timelines, sequencing, and required inputs. 	
30	<p><u>Team Composition and CVs:</u> Assessment will consider whether the proposed team:</p> <ul style="list-style-type: none"> • (a) Covers all required roles specified in Part B (team lead, sector specialist, FI specialist, social specialist, HSE specialist, regional/local expert). • (b) Demonstrates sufficient seniority and depth, evidenced by: <ul style="list-style-type: none"> • Indicative years of experience per role (as defined in Part B) • Tasks performed in similar TA assignments • (c) Shows adequately distributed regional and language coverage for Africa, LAC, and Asia/Pacific. • (d) Demonstrates experience working in LDC/FCAS (collectively across the six CVs). • (e) Presents a credible approach for identifying and integrating locally-based experts into Task Orders. <p><u>Scoring Note:</u></p> <ul style="list-style-type: none"> • The evaluation focuses on the relevance, complementarity, and balance of the proposed team, including regional coverage and subject matter suitability. Additional years of experience beyond what is required for the role do not result in additional points • Demonstration of representation or networks of local or regional expertise in the regions where EFSD+ and IYBA programs may work. • The assessment will focus on the relevance, complementarity, and adequacy of the proposed team. Tenderers must submit the full set of CVs required in Part B; submitting fewer CVs will not be considered compliant 	Technical Proposal Part B
40	<p><u>Project References:</u></p> <ul style="list-style-type: none"> • Relevant expertise to deliver scope of activities across the range of EFSD+ and IYBA programs that 	Technical Proposal Part C

	<p>links with a proven track record maintaining consistency and quality.</p> <ul style="list-style-type: none"> • Concrete examples of IFC PS application • Demonstrate clear linkages to comparable projects, highlighting relevant experience and alignment with the objectives and scope of this framework. • Demonstrated experience implementing projects in LDCs and/or FCAS. • Proven ability to effectively leverage a network of local consultants to enhance contextual relevance and delivery. • Regional experience in Sub-Saharan Africa, Latin American, and Asia • Sector experience for agribusiness, food and forestry, energy, financial intermediaries (incl. financial institutions). • A single reference may demonstrate multiple required elements (e.g. ESMS development, capacity building, digital tools, LDC/FCAS delivery). Tenderers are not required to provide a separate reference for each requirement. 	
20	FINANCIAL ASSESSMENT	
20	The Tenderer is requested to fill out the Rate Card attached hereto in Annex 4 in the form and template as provided. The daily fee rates provided are in euro, excluding VAT, and including any and all costs.	Part D: Financial Proposal

The total number of points obtained for the qualitative criteria above (max. 100) will be added to 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 up to three (3) parties 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 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).

The final tender evaluation score will be based on the combined technical and financial offer. The Tenderers with the 3 (three) highest scores will be granted the Framework contract.

Under this framework, individual assignments will be commissioned through Task Orders – each with a specific procurement process and value of assignment. The process will be based on the procurement thresholds outlined in the scope of the assignment.

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

The Financial offer must be presented in euro excluding VAT.

For evaluation purposes, evaluation committee will calculate the average daily rate across all expert categories in the Rate Card. The tenderer with the lowest average daily rate will receive 20 points. All other tenderers will receive points in proportion to the lowest evaluated price.

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.

FMO will check whether:

All required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7.14);

The information is correct and complete, and no adjustments have been made to the documents provided by the Contractor;

No provisions have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply); and

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 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

At the moment that the Tenderer legally signs the Tender Submission Form, including attachments, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

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 Tenderers provides the required evidence.

Upon awarding the Contract, FMO will only request evidence from the winning Tenderers. 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 6.

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' Tenderers 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 Tenderers, 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 Tenderers with the highest score (so excluding the Tenders that are being excluded from further participation in the process) and verified by evaluation committee, FMO envisages entering into the Contract the Tender in conformity with the text of that draft Contract as attached hereto as Annex 7.

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. 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 procurement.ventures@fmo.nl unless otherwise specified.

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

7.4 Clarification on the Tender Dossier

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 procurement.ventures@fmo.nl. Tenderers are requested to include the following information in the subject of the e-mail: Question in reference to open tender procedure EFSD-TA-XX-001.

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, FMO 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, FMO 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 FMO (i.e. risk of contamination, risk of postal services not being available, risk of potential tenderers working from home and not being able to print, etc.). The tender proposals must be submitted in English exclusively to FMO by e-mail at the following address: procurement.ventures@fmo.nl. Tender proposals submitted by any other means will not be considered.

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 1.2, 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 Offer.

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 2 and 3) in PDF by email with 'Technical Offer' in the subject of the mail.

The filled out and signed Financial Offer (see Annex 4) 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 FMO, 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 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 procurement.ventures@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.

Item to be submitted at the moment of tender submission	The following documents should be part of the Tender Submission: <ul style="list-style-type: none">• Documents for the Technical Offer,• Tender Submission Form (Annex 2),• Declaration on honour on exclusion criteria and selection criteria (Annex 3),• Financial Offer (Annex 4),• Statement of Collaboration (if forming a consortium or sub-contracting) (Annex 8).
Supporting evidence required at the award stage	<ul style="list-style-type: none">• Proof of legal address,• Identification Form (Annex 9),• Duly authorized signatures (Annex 10),• Documentary proof of statement of effective establishment or incorporation (if tenderer is a firm).• Documentary proof for meeting the Selection Criteria.• Documents required for FMO's KYS procedure (as per Annex 6):<ul style="list-style-type: none">○ List of Board Members, Senior Management and Authorized representatives,○ Copy of passport(s),○ Ownership structure chart,○ UBO identification form including list of Recognized regulators.

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 FMO 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. FMO 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 FMO 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 FMO.

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 FMO 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.

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.

Explanation and verification of the Tender

The contracting authority can request that the Tenderer explain 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.

Request for supplementary information concerning the Tender

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

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.

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 - EFSD+ and IYBA Program Descriptions
- Annex II - Template for the Tender Submission Form, including the Tenderer's Declaration
- Annex III - Template for the Declaration on Impartiality and Confidentiality
- Annex IV - Template for the Financial Proposal
- Annex V - Template for Questions
- Annex VI - FMO's Know Your Supplier Explainer
- Annex VII - Draft Agreement and Draft Task Order
- Annex VIII - Collaboration Form
- Annex IX - Identification Form
- Annex X - Signatory List
- Annex XI - Data Processing Agreement