

## Request for Proposal

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

The open tender procedure for the procurement of

### **Nasira+ Onboarding Services**

Issue Date: 14/11/25  
Reference: 2025 - SA - Nasira+ OS - 005  
Submission Deadline: 06/02/26 before 17:00 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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## 1. Introduction

The Tender document at hand contains information regarding this Tender.

This invitation concerns the open tender procedure for the Onboarding Services for FMO Beneficiaries related to FMO's Nasira+ Programme.

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

### 1.1 Contracting authority

FMO 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. FMO is EC pillar assessed for procurement. FMO does not qualify as Contracting Authority.

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 Onboarding Services Tender Dossier, start of submission period)	14-11-2025
Deadline for requesting clarification from FMO	12-12-2025 – 17.00 CET
Last day for FMO to issue clarification	23-01-2026
Deadline for submitting tenders	06-02-2026 – 17.00 CET
Completion date for evaluating technical offers	25-03-2026
FMO informs Tenderers if their submission has passed the scoring threshold and should send the password for the Financial Offer	27-03-2026
Tenderer sends Password for the Financial Offer	30-03-2026
FMO sends notification of award decision	28-04-2026 (ultimate date)

Standstill period	10 calendar days from award decision date
Deadline for the winning Tenderer to provide the evidence requested by the FMO (if applicable)	22-05-2026
Contract signature	09-06-2026
Start date of the Contract	10-06-2026
Publication of award decision	17-06-2026

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 overall objective of the Nasira+ program is to contribute to the Sustainable Development Goals Gender Equality (SDG5), Reducing Inequalities (SDG10) and Climate Action (SDG13) by enabling Beneficiaries to provide financing to Target groups that face significant challenges with respect to access to finance. This includes women, youth, migrants, and micro, small, and medium-sized enterprises (MSMEs).

The main objective of this tender is to select a supplier that can support Nasira+ guarantee Beneficiaries with meeting their portfolio selection and data delivery obligations towards FMO ensuring they understand and adopt the contractual governing principles to effectively manage the portfolio and report under the risk-sharing facility.

### 2.2 Scope of the assignment

Through this Tender FMO will procure data consultancy services supporting the Onboarding, monitoring and reporting by the beneficiaries under the Nasira+ Portfolio Guarantee program. The services will be required during the origination of the Nasira+ program. The Ramp-up of the Nasira+ program is 5 years in which timeframe Nasira+ Transactions are expected to be originated with approximately 45 clients.

This tender aims to strengthen the portfolio selection and data management capabilities of FMO's Nasira+ clients (Beneficiaries) in the context of the Nasira+ guarantee program.

Please refer to Annex 2. for elaborate description of the objectives and scope of the assignment.

## 2.3 Expected outputs to be achieved by the Contractor

Annex 2, Chapter 5. Scope of the Work offers an elaborate description of expected activities and deliverables.

## 2.4 Project duration

The Contractor will be appointed under a Contract for a period of up approx. 60 months

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.

## 2.5 Geographical area to be covered

A detailed overview of the geographical area is provided separately in Annex 4.

## 2.6 Budget

A budget ceiling of EUR 3,000,000, ex. VAT, is envisioned for this assignment.

This is the estimated total amount for the expected 45 Beneficiaries to be successfully onboarded under the Nasira+ Program. The estimated volume of 45 Beneficiaries is indicative only.

In the Financial Offer, the Tenderer is requested to specify fixed prices per milestone:

- Beneficiary Onboarding methodology and process, signed off by FMO.
- Per Beneficiary: Initial Report (including a capacity-building plan if required), approved by FMO.
- Per Beneficiary: Onboarding Report, approved by FMO.
- Per Beneficiary: Hand-over Report, approved by FMO.

The Tenderer needs to ensure that the total price of the hand-over reports, assuming 45 Beneficiaries, amounts to at least 40% of the total Financial Offer.

The Contractor will sign a separate Task Order for each milestone and separately for each Beneficiary.

Payments under this contract will be made in EURO.

## 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 5, and (ii) a

Declaration on Honour in conformity with the template attached as Annex 6, 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 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:

Tenderers who are seated in the following countries are excluded for this tender:

Iran  
North Korea  
Syria

Countries which are considered an overall high risk will be subjected to an additional assessment for approval. See Annex 15 High Risk Countries.

### 3.3 KYS Requirements

As part of the tender, Tenderers must declare in the Tenderer's Declaration (see part of Annex 5) that they accept FMO's KYS procedure and the obligations arising out of that (Annex 9).

### 3.4 Selection criteria

The following selection criteria will be applied to candidates. In the case of requests to participate submitted by a consortium, these selection criteria will be applied to the consortium as a whole, unless specified otherwise. 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 candidate shall not use previous experience which caused breach of contract and termination by FMO as a reference for selection criteria.

- **Economic and financial capacity of the Tenderer**

- The average annual turnover of the Tenderer for the last 3 years for which accounts have been closed must amount to at least EUR 1 million.

This capacity will be assessed on the basis of:

- a copy of the balance sheets, income statements and cash flow statements for the last 3 financial years.

- **Professional capacity of the Tenderer**

- The Tenderer has, during the current year and the previous two years, on average, at least 5 personnel directly employed or otherwise legally contracted on a permanent or non-permanent basis in areas of specialist knowledge related to this contract.
- The Tenderer must provide at least one Spanish and one French speaking consultant.

This capacity will be assessed on the basis of:

- Written statement on the professional capacity using the table below and explanatory notes (if relevant):

Role	2025			2024 Total	2023 Total
	French speaking	Spanish speaking	Total		
Number of relevant specialists					

- **Technical capacity of the Tenderer**

- Proven track record in successfully managing the implementation of 1 (one) projects for MSME lending schemes at commercial banks, preferably for the target groups and similar operating environments, including managing multi-country/complex programs.
- Previous experience advising on 1 (one) projects for MIS improvements and adoption for financial institutions in emerging markets and similar operating environments.
- Proven track record in implementing 1 (one) project for SME lending schemes (including small and very small businesses) at commercial banks in emerging markets and similar operating environments, including in risk management.
- Proven experience and familiarity 1 (one) project for risk-sharing facilities, guarantee, or blended finance products in the context of financial institutions.

The reference project(s) must have been completed within the 4 years before the submission deadline. If a Tenderer has implemented the project in a consortium, the percentage that the Tenderer has successfully completed must be clear from the documentary evidence, together with a description of the nature of the services provided.

The Tenderer has provided services under at least 1 (one) contract with a budget of at least EUR 1 million (in case of services carried out as part of a consortium, the cumulative proportion carried out by the legal entity being at least EUR 1 million). A reference project may cover one or all fields of specialization, but all fields of technical capacity have to be covered by such reference projects.

This capacity will be assessed on the basis of:

- A presentation of the reference project(s), in pdf, addressing the project’s scope, start and end dates, budget and the contracting authority. The Tenderer is requested to elaborate on its technical capacity when describing the scope of the reference project(s).

## 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 D: Financial Offer, in Microsoft PowerPoint (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	Slide/page limit
<b>Part A: Comments to the Terms of Reference, explaining any proposed deviations or additions to the original scope of work</b>	None

<b>Part B: Approach and Methodology</b>	
<b>Part C: Workplan, presenting the planned activities, level of effort and associated deliverables</b>	
<b>Part D: Financial Offer (specified quotes per milestone)</b>	See Excel template in Annex 7.
<b>Annex 1: Relevant experience: Reference project(s), see information requirements below.</b>	10 pages
<b>Annex 2: Names and CVs of personnel to work on this project (see requirements in Annex 2 Terms of Reference, Section 8.2)</b>	None

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

- Price information should not be included in Parts A, B or C.
- Parts A, B and C and Annex 1 and 2 should each contain a single file, in PDF format.
- Part D, financial offer, the tenderer is requested to fill out the Template Financial Offer attached hereto in Annex 7 in the form and template as provided. This document should be protected by password.
- The reference project(s) must have been completed within the 4 years before the submission deadline. The reference project shall contain the following information:
  - The contracting authority to whom the services are provided.
  - A description of the assignment.
  - The value of the contract (Note: For each contract, the value of the services completed must not be less than EUR 250,000.).
  - Time frame during which the contract was performed.
  - Contract manager of the contracting authority.
  - Contact details of delegated responsible, including phone number and email address.
- No specific format is required for the CVs.

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 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 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	<u>Technical Approach and Methodology</u> <ul style="list-style-type: none"> <li>• Comments to the Terms of Reference, explaining any proposed deviations or additions to the original scope of work.</li> <li>• Design of effective methodology.</li> <li>• Framing / understanding of the project objective(s).</li> <li>• Proposed steps to implement the project and a clear link between efficiency in delivering results against deliverable(s).</li> <li>• Timeline and structure of managing planned activities; level of effort and timing/understanding of deliverables.</li> </ul>	Technical offer part A, B and C
30	<u>Relevant experience</u> <ul style="list-style-type: none"> <li>• Relevance of the bidding company's expertise to deliver scope of activities; and</li> <li>• Previous reference projects and linkages to similar work engaged (current or past).</li> <li>• Data Management expertise.</li> <li>• Availability of multi-lingual speaking consultants.</li> </ul>	Technical offer Annex 1
30	<u>Project team</u> <ul style="list-style-type: none"> <li>• Relevance and depth of experience of the proposed team to work on the project.</li> </ul>	Technical offer Annex 2
20	FINANCIAL ASSESSMENT	
20	<ul style="list-style-type: none"> <li>• The Tenderer is required to complete the Financial Offer, which can be found in Annex 7, using the prescribed form and template. All amounts should be stated in euro, exclusive of VAT, and must encompass every associated cost.</li> </ul>	Part D: Financial Offer

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 one party per lot with the Most Economically Advantageous Offer. With equal scores, the score on Quality will be decisive.

## 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 the Financial Offer

The Financial offer must be presented in euro excluding VAT. 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 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.

FMO 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 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 Tenderer provides the required evidence.

Upon awarding the Contract, FMO will only request evidence from the winning Tenderer. 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 9.

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 10.

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. 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 [nasira@fmo.nl](mailto:nasira@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 8. The questions must be submitted in English exclusively to FMO by e-mail at the following address: [nasira@fmo.nl](mailto:nasira@fmo.nl). Tenderers are requested to include the following information in the subject of the e-mail: Question in reference to open tender procedure 2025 - SA – Nasira+ OS – 005.

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 candidates/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: [nasira@fmo.nl](mailto:nasira@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 5 and 6) in PDF by email with ‘Technical Offer’ in the subject of the mail.

The filled out and signed Financial Offer (see Annex 7) 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 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 [nasira@fmo.nl](mailto:nasira@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.

<p><b>Item to be submitted at the moment of tender submission</b></p>	<p>The following documents should be part of the Tender Submission:</p> <ul style="list-style-type: none"> <li>• Documents for the Technical Offer,</li> <li>• Tender Submission Form (Annex 5),</li> <li>• Declaration on honour on exclusion criteria and selection criteria (Annex 6),</li> <li>• Financial Offer (Annex 7),</li> <li>• Statement of Collaboration (if forming a consortium or sub-contracting) (Annex 11).</li> </ul>
<p><b>Supporting evidence required at the award stage</b></p>	<ul style="list-style-type: none"> <li>• Proof of legal address,</li> <li>• Identification Form (Annex 12),</li> <li>• Duly authorized signatures (Annex 13),</li> <li>• Documentary proof of statement of effective establishment or incorporation (if tenderer is a firm).</li> <li>• Documentary proof for meeting the Selection Criteria.</li> </ul> <p>Documents required for FMO's KYS procedure (as per Annex 9):</p> <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>• UBO identification form including list of Recognized regulators.</li> </ul>

### 7.15 Submission of a Tender as a consortium

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

### 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.

### 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.

### 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 the contractor 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.

### 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.

#### 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.

#### 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

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.

#### 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.

<b>Annex 1</b>	List of definitions
<b>Annex 2</b>	Terms of Reference Nasira+ Onboarding Services
<b>Annex 3</b>	Data Matrix Guidance Nasira+ Onboarding Services
<b>Annex 4</b>	List of Nasira+ Offered Countries
<b>Annex 5</b>	Service Tender Submission Form and Declaration
<b>Annex 6</b>	Declaration on Honour on Exclusion Criteria and Selection Criteria
<b>Annex 7</b>	Template for the Financial Offer
<b>Annex 8</b>	Template for Questions
<b>Annex 9</b>	FMO's Know Your Supplier Explainer
<b>Annex 10</b>	Draft Consultancy Agreement
<b>Annex 11</b>	Statement of Collaboration
<b>Annex 12</b>	Identification Form (Company/Public Entity)
<b>Annex 13</b>	Certificate of Incumbency
<b>Annex 14</b>	Data Processing Agreement
<b>Annex 15</b>	FMO – High Risk rated countries