



Memorandum of Information European tender Cyber Team Europe initiative 'Safe Digital Boost for Africa (SDBA) Continental'

Date: 28 October 2026

In this Memorandum of Information, the Contracting Authority provides answers to the questions asked and remarks posted in the context of the above-mentioned European tender. This Memorandum of Information forms an integral part of the Tender Document (with reference 202607140).

Question	Chapter/ Paragraph from the Tender Document	Question	Answer
1.	Section 7.3.17 Tender Document	Could you please confirm whether we are permitted to submit our application as a consortium (with other partners)?	Yes, we can confirm that tendering as a consortium is permitted. Kindly refer to section 7.3.17 of the Tender Document. <i>"There are two ways in which you can submit a Tender in collaboration:</i> <i>1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.</i> <i>2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted."</i>
2.	Section 3.1.2 and 3.3.1 Tender Document	Sections 3.1.2 and 3.3.1 (focal person): Section 3.1.2 says the cybersecurity focal role must be fulfilled by one person, while Section 3.3.1 asks for	One and the same focal cybersecurity expert for all four sub-outputs is possible. It is also allowed to have different focal persons for the various sub-outputs. It is

		focal persons for each sub-output (2.3, 2.4, 3.1 and 3.2). Could RVO clarify whether one cybersecurity expert may be the focal person for all four sub-outputs, or whether a separate focal person is required for each?	important that other partners/stakeholders know who to contact to collaborate on specific sub-outputs
3.	Section 2.1.6, 2.4 and 3.2.1 Tender Document	Sections 2.1.6, 2.4 and 3.2.1 (coordinator location and presence): The requirements allow the Project Coordinator to be based within two hours by road of Addis Ababa or Kigali, but the indicative budget refers to a coordinator "in Addis Ababa, Ethiopia". Could RVO confirm that Kigali is equally acceptable for the full contract period? Could RVO also confirm whether the Coordinator must live and work there permanently from January 2027 to June 2028, or whether a hybrid arrangement is acceptable, and what number of working days or FTE is expected?	We can confirm that both Kigali and Addis Abeba are acceptable locations for the project coordinator to be based. The specific arrangement is up to the Tenderer to propose. The project coordinator should be present for regular in-person meetings with key African implementation partners, the African Union commission and Smart Africa.
4.	Section 3.1, 3.2 and 3.3 Tender Document	Sections 3.1 to 3.3 (team status): Do the Project Coordinator and cybersecurity experts have to be employees of the Tenderer, or may they be independent consultants or staff of a consortium partner or subcontractor?	The project coordinator and/or cybersecurity expert(s) may also be independent consultants through subcontracting or staff of a consortium partner. Kindly refer to section 7.3.17.
5.	Section 4.3.2 and 7.3.17 Tender Document	Sections 4.3.2 and 7.3.17, and ESPD Part II C (references): Can a Tenderer rely on the reference assignments of an affiliated company established in another country, if that company is named in Part II C and will take part in the delivery? Where several organisations bid as a consortium, may the two core competences be met by different members' references? Does a reference completed as a consortium member or subcontractor count in full, or only for that member's share?	Yes, if the company does take part of this Contract: <i>"Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment."</i> The references may be met by different consortium partners or (sub)contractors, and counts fully for the Tenderer's submission. Kindly refer to section 7.3.17 regarding filling in the ESPD (Annex 1):

			<i>"All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD)."</i> <i>"If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD)."</i>
6.	Section 2.4 and 3.4.2 Tender Document	Sections 2.4 and 3.4.2, and Annex 2 (travel and activities): Annex 2 includes travel, DSA and other cost lines within the fixed €431,700. Could RVO confirm that the costs of workshops and events across Africa also fall within this amount? Could RVO also give the indicative number of trips, co-design workshops, stakeholder consultations, training sessions, tabletop exercises and campaign events assumed per sub-output?	The budget is all-inclusive. Tenderers are asked to propose the number of (online/in-person) events, such as co-design workshops, stakeholder consultations, trainings, etc., they deem necessary to achieve the intended outcomes per sub-output.
7.	Section 1.2.1 and 2.1.2 Tender Document	Sections 1.2.1 and 2.1.2 (handover): SDBA Continental started in July 2025, and this tender replaces the originally intended implementation partner. Could RVO indicate what work has already been completed and which materials will be shared with the incoming contractor, such as stakeholder mappings, work plans, baseline information, draft frameworks and partner agreements?	A description of this joint action was developed, as part of the Multi-party contribution agreement (MPCA) with the EU. This included an indicative plan & budget for the activities that were supposed to be carried out by the originally intended implementation partner. This plan will be shared with the incoming contractor. The work itself did not yet start.

8.	Section 3.1.7 Tender Document	Section 3.1.7 (languages): Which "key African Union languages" are required for the translation of each final deliverable?	Arabic, English, French, Portuguese, Spanish, and Kiswahili.
9.	Section 3.4.5, 3.6.1 and 5.4 Tender Document	Sections 3.4.5, 3.6.1 and 5.4 (fixed price against actual costs): The total price is fixed at €431,700, but invoices are quarterly and based on actual costs and hours worked. Could RVO clarify how underspend on individual budget lines will be treated, and whether funds may be moved between outputs with prior approval?	The total fixed price will be reimbursed based on the actual costs till this total fixed price. However, if an underspend is the case, the caused difference in costs will be reimbursed and compensated with the final invoice. A request for a budget reallocation between outputs may be submitted to Contracting authority for assessment. Any reallocation is subject to Contracting authority's <u>prior</u> approval. Reimbursement takes place according to section 3.6 (based on actual costs).
10.	Section 4.3.1 Tender Document	Section 4.3.1(c) (insurance): What minimum level and scope of professional or statutory liability insurance does RVO consider "sufficient" for this assignment?	Kindly refer to section 4.3.1 "Evidence": <i>"a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance".</i> Do not submit this evidence with submission of the Tender, only submit this document when requested to do so. Furthermore, article 19 mentioned in Annex 4 – ARVODI-2025 elaborates on the liability of Contractor.
11.	Section 3.5.7 and 4.2 Tender Document	Sections 3.5.7 and 4.2 (non-Dutch Tenderers): For a Tenderer established outside the Netherlands, in the EU or outside it: (a) which documents are accepted as equivalents of the Declaration of Conduct for Public Procurement and the other exclusion-ground evidence? (b) How should VAT be quoted, given that Section 3.5.7 applies 0% for Dutch-established contractors, and will RVO withhold any tax at source?	a) An official statement from the competent public authority in the country of establishment, and certificates regarding: criminal record, history of insolvency and tax compliance (notarised copies where required). Do not submit this evidence with submission of the Tender, only submit this document when requested to do so. b) This section is applicable to Dutch VAT and in The Netherlands established and registered Contractors. This

			VAT arrangement is not applicable to Contractors established outside The Netherlands nor to foreign applicable VAT.
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Remarks regarding the draft agreement, draft data processing agreement and ARVODI-2025

No.	Article from draft agreement or draft data processing agreement or ARVODI	Reason for objection	Answer
1.	Draft Data Processing Agreement	Data protection (Annex 3a): The draft Data Processing Agreement applies where the Contractor processes personal data. Could RVO indicate whether personal data processing is expected under this assignment, and if so which data? Could RVO also confirm whether a Contractor established outside the EEA can enter into the agreement and process data outside the EEA?	Yes, data processing is expected under this assignment. For details, see the Draft Data Processing Agreement published with this tender, kindly refer to section 7.3.22 and Annex 3a. Page 6 of this annex addresses the personal data to be processed under this assignment. A Contractor established outside the EEA can enter into the agreement and process data, in compliance with the terms and conditions set forth in the Data Processing Agreement.