



**REQUEST FOR PROPOSALS (RFP) - SELECTION OF CONSULTANTS**

**TENDER TITLE: DEVELOPMENT OF A SINGLE WINDOW BUSINESS ENVIRONMENT REFORMS MANAGEMENT SYSTEM (BERMS) AND BUSINESS ANALYTICS/ INTELLIGENCE TOOLS**

**TENDER NUMBER: PRQ20240882**

**ISSUE DATE: 19 DECEMBER 2024**

**DUE DATE: 03 FEBRUARY 2025 AT 11:00. A.M. KENYA TIME**

## TENDER INSTRUCTIONS

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**General**

- 1. This Request for Proposal (RFP) and the instructions for compiling and submitting your Proposal are designed to help you produce a Proposal that is acceptable to TMA as well as ensuring that Proposals are given equal consideration. TMA will select the most economically advantageous tender. It is essential, therefore, that you provide the information requested in the specific format and no other.
  
- 2. **TRADEMARK AFRICA (TMA) is not bound to accept the lowest price, or any, proposal. We also reserve the right to request any, or all, Consultants to clarify the proposals submitted.**

**Instructions to Consultants**

**3. Pre-submission meeting**

A pre-bid meeting will not be held for this process.

**4. Costs and Charges**

The Consultant shall bear all costs associated with the preparation and submission of its proposal, and TMA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. TMA is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultant.

**5. Language of Proposal**

The proposal, as well as all correspondence and documents relating to the proposal exchanged between the consultant and TMA shall be written in the **ENGLISH** language. Any other language shall lead to disqualification of the proposal. In cases where there is a translation, it must be endorsed by an authorised translator.

**6. Only One Proposal**

The Consultant (including the individual members of any joint venture (JV)) shall submit only one proposal, either in its own name or as part of a JV in another proposal. If a Consultant, including any JV member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude the Consultant’s staff from participating as key experts and non-key experts in more than one proposal. However, the same sub-Consultant may participate in several submissions.

If the consultant is a consortia/JV, the RFP shall include:

- a copy of the JV agreement entered by all members,
- or
- a letter of intent to execute a JV agreement, signed by all members together with a copy of the agreement proposal.

In the absence of this document, the other members will be considered as sub-consultants. Experiences and qualifications of sub-consultants shall not be considered in the evaluation of the proposals.

## 7. Validity

The proposals must remain valid for not less than **120 days** from the date of submission. TMA shall endeavour to complete the evaluation and communicate within this period. The proposals shall be prepared in indelible ink, and it shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant. Any such corrections must be initialled by the person(s) who sign(s) the proposals.

## 8. Clarifications and Amendments

Enquiries must only be for the purposes of clarifying the content of this RFP. All enquiries must clearly specify the tender title, number, section being queried and should be emailed to [procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com).

Interested Consultants may request for clarifications on this RFP up to **seven (7)** days before the submission date. TMA will endeavour to reply within three (3) working days of receipt of the sought clarification(s) to any reasonable request for explanation. It will be at TMA's discretion to provide additional information where necessary.

Final clarifications with TMA's responses will be shared with all potential Consultants and/or made public on the prescribed website. Consultants are advised to frequently check the prescribed website for updates for review and consideration in preparation of their submissions.

Should TMA deem it necessary to amend the RFP, because of clarifications, it shall do so by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. TMA may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their proposals.

## 9. Eligibility

*This assignment is eligible to firms and consortiums only. Application received from individual consultants shall be automatically disqualified.*

TMA permits Consultants (firms, including JVs and their members) from all countries to offer consulting services for TMA-financed projects.

Furthermore, it is the Consultant's responsibility to ensure that its experts, JV members, sub-Consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by TMA.

- a) **Sanctions:** A firm or an individual sanctioned by TMA in accordance with the Supplier Code of Conduct, shall be ineligible to be awarded or benefit from a TMA-financed contract, financially or otherwise, during such period of time as TMA shall determine.  
Consultants debarred by the World Bank, the Public Procurement and Disposal Act (PPDA) of the Governments of all TMA countries of operation, TMA donors and/or any other international donor agency are barred from bidding.

- b) **Prohibitions:** Consultants and individuals of a country or goods manufactured in a country may be ineligible if indicated in TMA’s Supplier Code of Conduct and:
  - as a matter of law or official regulations, the recipient’s country prohibits commercial relations with that country, provided that TMA is satisfied that such exclusion does not preclude effective competition for the provision of services required; or
  - by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the recipient’s country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
  
- c) **Restrictions for Government-owned Enterprises:** Government-owned enterprises or institutions in the recipient’s Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of TMA.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

- d) **for public employees:** Government officials and civil servants of the recipient’s country are not eligible to be included as experts in the Consultant’s proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Recipient’s country, and they
  - are on leave of absence without pay, have resigned or retired.
  - are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring.  
(in case of resignation or retirement, for a period of at least six (6) months, or the period established by statutory provisions applying to civil servants or government employees in the recipient’s country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in consultant’s proposal); and
  - their hiring would not create a conflict of interest.

**10. Format of Your Proposal**

Your Proposal should be set out in four (4) main parts:

- Part A – Preliminary Requirements;
- Part B – Executive Summary;
- Part C – General and Technical; and
- Part D – Financial.

**11. Part A Preliminary Requirements**

Consultants are required to submit scanned copies of the below documents:

- Signed and stamped Supplier Code of Conduct (**Annex 1**) with all pages initialized.
- Signed consortia/JV agreements or letters of intent (applicable to consortia/JV) between your selected partners; and
- Signed power of attorney.

Failure to submit the above requirements may lead to disqualification.

Parts A, B & C may be contained in one PDF document. However, the Financial Proposal (Part D) must be submitted as a **separate PDF document** to enable the Technical and Financial proposals to be evaluated independently.

Please do not include any financial/ price information in Parts A, B or C. Inclusion of any price information in Parts A, B or C **shall lead to rejection of the Proposal.**

## **12. Part B Executive Summary**

This should be a brief overview of your tender covering how you intend to achieve the outputs and your assessment of the resources required.

## **13. Part C General and Technical Proposal**

Your technical submission should contain the following:

- a) Signed and stamped Technical Bid Submission Form (**Annex 2**);
- b) The firm's previous relevant experience should include the client's contact details, description of the assignment undertaken, start and end dates of each assignment. Refer to **Annex 3** in this RFP;
- c) Technical response (including method of implementation and your proposed quality assurance mechanisms);
- d) A list of the names and designation of all proposed experts/key personnel who will work on this project. Please clearly indicate the positions/roles to be played by the personnel to match those requested for in the Terms of Reference (ToRs). The team composition template is **Annex 4** in this RFP;
- e) The Curriculum Vitae (CVs) of proposed experts with information relevant to this project to support the proposed expert for this assignment. The CV template is **Annex 5** in this RFP;
- f) **Only one (1) CV** shall be submitted for each of the proposed key expert position. If more than one CV is submitted for the same position, only the first CV will be evaluated; and
- g) Consultants must confirm that their proposed key expert will be available to provide the required services for the duration of the contract.

### **NOTE:**

- **The technical proposal shall not include any financial information. The Inclusion of any financial information shall lead to the proposal being declared non-responsive.**
- **The technical proposal MUST be in PDF and password protected.**

Consultants are advised to respond in line with or in reference to the scoring criteria as indicated in the **Technical Evaluation** section of this RFP document.

#### 14. Part D Financial Proposal

The financial proposal shall be prepared using the standard forms annexed in the RFP. It shall list all costs associated with the services, including (a) remuneration of key experts and non-key experts, (b) other expenses, and (c) all applicable taxes.

**a) Contents:** The financial proposal should contain the following information:

- Signed and stamped Financial Bid Submission Form (**Annex 6**); and
- Pricing details using the enclosed pro-formas. Besides completing proforma 1, bidders must complete proformas 2, 3 and 4 on a fees and expenses basis to demonstrate the cost breakdown of the milestone payments. Innovation is encouraged in the development and pricing of technical and commercial proposals (**See Annex 7 for Templates**).
- The financial proposal should not be combined with the technical proposal but should be submitted as a separate document.
- The financial proposal **MUST be in PDF and password protected.**

**b) Currency of Proposal:** The financial proposal shall be stated in **United States Dollars (\$)**.

**c) Taxes:**

- The financial proposal should clearly estimate, as a separate amount, the different applicable taxes, duties, fees, levies, and other charges imposed in **Kenya** under the Applicable law, on the Consultants, the sub-Consultants, and their experts (other than nationals or permanent residents of the Country).
- The consultant, its sub-Consultants and experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in this RFP. The Consultant is required to obtain information on taxes in the Country where the contract is to be implemented.
- The resultant Contract will be domiciled in **Kenya**.
- TMA funds shall not be used to meet the cost of any Value Added Tax (VAT).
- Consultants should clearly breakdown and separate the tax components in their financial proposals to facilitate evaluation of the financial proposals.

#### 15. Confirmation of Experience Letter / References

References of potential Consultants which have been given by a current TMA employee shall not be accepted in support of a submission of a Proposal as part of a procurement process. For the avoidance of doubt, only TMA's confirmation of experience letter / references signed by the Head of Procurement are acceptable in support of applications, bids, proposals, or submissions.

#### 16. Sustainability Considerations

TMA has adopted the World Bank's Environmental and Social Framework (ESF) as mentioned in the Supplier Code of Conduct. Consultants are required to demonstrate how the implementation of their proposed solution shall address/enhance sustainability.

**17. Evaluation Criteria and Process**

In assessing the proposals submitted, the evaluation panel will use the Quality and Cost Based Selection (QCBS) as specified in this RFP.

**18. Technical Evaluation**

The technical evaluation will be based on a scoring system marked out of a maximum score of **100 Marks**. Only proposals that score a minimum of **70 marks out of possible 100 marks** will be deemed to be “technically responsive”.

The detailed evaluation criteria are provided below:

Evaluation Criteria	Max Score
<b>Expert Qualifications</b>	
A Master’s degree in any of the following disciplines: Computer Science; Computing and information systems or extensive training of not less than 12 months in software engineering. (Evidence of the same should be provided)	10
Evidence of assignments demonstrating understanding of web API development using Java and its associated technologies (Evidence should be attached)	10
Evidence of at least 5 years of experience in software development or development of transactional websites (Evidence should be attached)	10
Evidence of assignments and activities working with business and government particularly on policy and regulatory issues (Evidence should be attached)	5
Evidence of strong analytical and problem-solving skills, including undertaking needs/gaps assessments	5
<b>Propose Methodology</b>	
Extent to which the proposed methodology aligns with the objectives of the assignment	10
Plan for engaging and collaborating with relevant stakeholders	10
Plan for training and capacity building key stakeholders on use of the platform	3
Risk management framework	3
Practicability and feasibility of the workplan	3
Application of communication and engagement approaches and tools.	1
<b>Total Marks</b>	<b>70</b>



*Bidders who achieve the minimum technical score of 49Marks out of 70 marks will qualify for the financial evaluation.*

The weight given to the technical proposal shall be **70%** and the weight given to the financial proposal shall be **30%**.

#### **19. Financial Evaluation**

All substantially responsive proposals that score **49 marks or more** out of **70 marks** from the **technical evaluation** shall have their financial proposals evaluated.

The formula for determining the financial score (SF) shall be as follows:

**Sf = 30% x fm/f where:**

**Sf =** is the financial score

**Fm** is the lowest fees quoted and

**F** is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of **30%**.

The bidder's proposals will be ranked according to their combined technical score (st) and financial score (sf) and weighted accordingly. The formula for the combined scores shall be as follows:  $S = ST \times T\% + SF \times P\%$

Where:

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal (in this case **70%**) and

P is the weight given to the financial proposal (in this case **30%**)

Note P + T will be equal to **100%**.

The bidder who has achieved the highest combined technical and financial score shall be declared successful and subsequently invited for clarifications.

#### **20. Negotiation**

TMA, may at its discretion, choose to negotiate either with all Consultants that have passed technical and financial evaluation, or a shortlist of such, on any aspects of the TOR, proposed methodology, key expert, inputs, price and/or conditions of the contract.

#### **21. Packaging, Submission and Delivery of Tenders**

All submissions must be submitted via TMA's procurement mailbox using the email address, **procurement@trademarkafrica.com** on or before **03 February 2025 on or before (11:00 a.m. Kenya Time)**.

Please note that the maximum size of each email with attachments must not exceed **5MB**. The Technical and Financial proposal shall be submitted as two separate documents in PDF format, in the same email or as separate emails.

**Both Technical and Financial** proposal **MUST be password protected.**

## **22. Late tenders.**

No late tenders will be accepted. No special pleadings will be accepted. Faxed or hard copy proposals/samples shall be rejected.

## **23. Complaints**

Any questions, queries or concerns about the procurement process should be raised directly with the Head of Procurement in the first instance via [procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com), who will address the matters raised. If the matter is not satisfactorily resolved, the complainant is encouraged to write to [complaints@trademarkafrica.com](mailto:complaints@trademarkafrica.com).

## **24. Deviations, Reservations, and Omissions**

During the evaluation of bids, the following definitions apply:

- “Deviation” is a departure from the requirements specified in the Bidding Document.
- “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- “Omission” is the failure to submit part, or all of the information or documentation required in the Bidding Document.

## **25. Determination of Responsiveness**

TMA's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- if accepted, would: -
  - Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - Limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids:
- The Employer shall examine the technical aspects of the bid submitted in accordance with Invitation to Consultants (ITC), Technical Proposal in particular, to confirm that all requirements have been met without any material deviation, reservation, or omission; and
- If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**26. Nonconformities, Errors, and Omissions**

- Provided that a bid is substantially responsive, the Employer may waive any non-conformity in the bid.
- Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

**27. Fee Rates**

TMA, may at its discretion, choose to negotiate with the shortlisted consultant on the daily fee rate proposed by the consultant.

## TERMS OF REFERENCE

### DEVELOPMENT OF A SINGLE WINDOW BUSINESS ENVIRONMENT REFORMS MANAGEMENT SYSTEM (BERMS) AND BUSINESS ANALYTICS/ INTELLIGENCE TOOLS

#### 1. BACKGROUND

##### 1.1 About Trademark Africa (TMA)

TradeMark Africa (TMA), formerly TradeMark East Africa), is an Aid-for-Trade organisation that was established in 2010, with the aim of growing prosperity through increased trade. TMA operates on a not-for-profit basis and is funded by: Belgium, the Bill and Melinda Gates Foundation, Canada, Denmark, the European Union, Finland, France, Ireland, the Netherlands, Norway, the United Kingdom and the United States of America. TMA works closely with regional intergovernmental organisations, including the African Union (AU), the African Continental Free Trade Area (AfCFTA) Secretariat, the East Africa Community (EAC), the Intergovernmental Authority on Development (IGAD), the Common Market for East and Southern Africa (COMESA), the Southern Africa Customs Union (SACU), national Governments, the private sector and civil society organisations.

The first two strategic periods of TMA (2010-2023) have contributed to substantial gains for trade and regional integration in East Africa and the Horn of Africa in terms of decreased cargo transit times (reduction of 16.5% on the Northern Corridor from Mombasa to Bujumbura), improved border efficiency (the time to cross targeted one stop border posts has been reduced by an average of 70%), and reduced barriers to trade. The continental-wide shift and rebrand to TMA was officially launched in West Africa in January 2023, with Ghana being the first country of operations in the region.

While continuing to leverage our core expertise in trade facilitation, we will evolve our focus to harness the potential of digitalisation, support African exporters to pioneer low carbon trade, address the core trade factors behind food security and promote inclusive trade. By increasing trade volumes, and enhancing the sustainability and inclusiveness of trade, we aim to deliver large-scale job creation, poverty reduction and enhanced economic growth.

In 2022, TMA set up a catalytic finance fund, Trade Catalyst Africa (TCA), that will pilot commercially viable projects for creating trade infrastructure (both physical and digital) as well as increasing access to Trade Finance for Small and Medium Enterprises (SMEs).

TMA headquarters are in Nairobi, Kenya. Operations and offices are in: EAC Secretariat - Arusha, Burundi, the Democratic Republic of Congo, Djibouti, Ethiopia, Ghana, Malawi, Mozambique, Rwanda, Somaliland, South Sudan, Tanzania, Uganda and Zambia. For more information, please visit [www.trademarkafrica.com](http://www.trademarkafrica.com)

##### 1.2 About State Department for Investment Promotion

The State Department for Investment Promotion (SDIP) was established by the Executive Order No 1 of 2023 under the Ministry of Investments, Trade and Industry to coordinate attraction, facilitation and retention of local and foreign investments. The establishment of the State Department demonstrates the commitment of the Government in driving the country's economic development and transformation agenda.

The mandate of the State Department for Investment Promotion is to implement investment policy and coordinate promotion of private (foreign and domestic) investments into the Kenyan economy and position Kenya as a preferred investment destination in Africa.

Further, BDRT is expected to create conducive business and investment environment to make Kenya competitive and thus improve its global ranking. The directorate of Business Reforms and Transformation (DBRT) is one of the directorates of the State Department for Investment Promotion. DBRT is thus charged with the responsibility for developing, coordinating, facilitating and tracking the implementation of Kenya's Business Climate Reforms Agenda which aims to improve the business, trade and investment environment in Kenya through appropriate and impactful reforms in the Government's public policy, legal, regulatory and administrative frameworks. The reforms are aimed at improving efficiencies in public service delivery to the private sector and making Kenya's economy regionally and globally competitive for both domestic and foreign investors. The Department working in collaboration with the private sector, development partners and key stakeholders has been responsible for implementation of various reforms across Government Ministries, Departments and Agencies which have had a significant positive impact on Kenya's business environment. The reforms implemented to date are documented in the published Milestone Reports (2014-2019 and 2020-21).

### **1.3 BEEEP Background**

The European Union announced a funding of Euro 25 million to TradeMark Africa (formerly TradeMark East Africa) to facilitate a five-year programme named the Business Environment and Export Enhancement Programme (BEEEP). BEEEP is a project that seeks to improve processing, value addition, and information access with the aim of boosting Kenya's exports and supporting the government in creating a conducive business environment that will boost Kenyan exports. Moreover, the programme aims to create a more environmentally sustainable export eco system that will reduce Kenya's carbon footprint of her exports.

The programme seeks to build on interventions already supported by the Government of Kenya and will complement the goal of the Integrated National Export Development and Promotion Strategy (INEDPS) that seeks to grow Kenya's agricultural exports. The goal is to close the negative balance of trade through export growth, factor productivity and stimulating economic development and job creation, in a sustainable and inclusive manner.

The programme will bring together the private sector, government and financing institutions to support the Kenyan government in achieving a sustainable growth of its exports, including greening of transport and logistics. BEEEP aligns fully with our Global Gateway Strategy. The EU support to creating a more conducive business environment both at national and county levels will make Kenya an even more attractive destination for investments and develop low carbon supply chains which will enable Kenya to take a larger share of world markets.

BEEEP focuses on solutions that resolve supply chain constraints, and storage and logistics challenges; improve processing, value addition and information access; and enable reforms that will enhance the business environment. Interventions include increasing supply of locally produced goods that meet export market requirements, reduced trading times and costs, and helping shift export supply chains from air freight to sea freight. Other areas of support include harmonising trade processes and procedures, improving access to

quality standards and phytosanitary measures, as well as enhancing capacity of public sector actors to implement necessary business reforms at the national and county levels.

#### **1.4 Assignment Background**

TMA, through the support of European Union (EU), has received funding to support DBRT to improve capacity of public sector actors to develop, coordinate and implement business reforms related to business and investment climate at the National and Sub-national levels.

DBRT intends to roll out the Single Window Business Environment Reforms Management System (BERMS), which will act as a single source for tracking all received business concerns, alerting concerned Ministries, Departments, Agencies and Counties (MDACs) on their role in implementing business reforms, tracking action taken, feedback received and progress of implementation of all implemented business reforms proposals generated from an approved business reforms agenda.

In addition, DBRT intends to implement an advanced suite of Business Intelligence (BI) tools for analytics, designed to seamlessly integrate with Geographic Information Systems (GIS) to monitor investment development and trends. This initiative seeks to empower DBRT with enhanced data-driven insights and spatial analysis capabilities, facilitating informed decision-making for instant monitoring of strategic goals within SDIP and its agencies, specifically the Special Economic Zones Authority (SEZA); the Export Processing Zones Authority (EPZA), the Kenya Investment Authority (KenInvest) and the Kenya Development Corporation (KDC). By harnessing the power of BI tools in conjunction with GIS, SDIP will create a comprehensive platform that enables users to visualize complex datasets in a geographic context. This integration will not only enhance real-time data accessibility and usability but also provide a more nuanced understanding of trends, patterns and relationships within SDIP and its agencies particularly to Investment progress and its impact to the economy. In addition, the tool will ensure greater transparency, predictability and competitiveness while also addressing and provide real time data from the agencies to ensure data driven policies deployment

## **2. OBJECTIVE**

The overall objectives of the assignment are a) to support DBRT to develop the BERMS that receives, documents and prioritises business concerns; for reviewing and tracking business reforms undertaken and b) to support the development and integration of Artificial intelligence (AI) powered BI Analytics Tool for actionable insights to help in strategic planning by providing essential analysed information from the four SDIP agencies.

The specific objectives for the BERMS are the following:

1. BERMS will act as a repository for all legal and regulatory frameworks that support Business Reforms and Transformation.
2. BERMS will provide a dashboard of the reform action plan, as a feedback mechanism on both progress and timeliness of addressing business concerns
3. BERMS will enhance DBRT's transparency and accountability in the business reforms tracking by building stakeholder confidence and ensuring reforms are implemented effectively
4. The system will improve DBRT's data management techniques, analytics and accessibility and foster government inter-agency collaboration and interoperability with existing systems

5. The system will facilitate DBRT's efforts to monitor and evaluate the implementation of the business reforms action plan
6. Based on real time data DBRT will be able to offer actionable recommendations to improve the business climate and attract investments at the National and County levels.
7. BERMS will enhance scalability and sustainability of the business reforms agenda in line with GoK priority of digital transformation
8. DBRT seeks to provide private sector with a platform that allows them to track and offer real-time feedback on their pain points at their most suitable locations thereby saving transit time and cost

For the BI Analytic tool, the specific objectives are:

1. To provide advanced suite of Business Intelligence (BI) tools for analytics, designed to seamlessly integrate with Geographic Information Systems (GIS) to monitor investment development and trends in the country.
2. This initiative seeks to empower DBRT with enhanced data-driven insights and spatial analysis capabilities, facilitating informed decision-making for instant monitoring of strategic goals within SDIP and its agencies, specifically the Special Economic Zones Authority (SEZA); the Export Processing Zones Authority (EPZA), the Kenya Investment Authority (Ken Invest) and the Kenya Development Corporation (KDC).
3. By harnessing the power of BI tools in conjunction with GIS, SDIP will create a comprehensive platform that enables users to visualize complex datasets in a geographic context.
4. This integration will enhance real-time data accessibility and usability but also provide a more nuanced understanding of trends, patterns and relationships within SDIP and its agencies particularly to Investment progress and its impact to the economy.
5. In addition, the tool will ensure greater transparency, predictability and competitiveness while also addressing and provide real time data from the agencies to ensure data driven policies deployment

### **3. SCOPE OF WORK**

A. The Single Window Business Environment Reforms Management System and Business intelligence/Analytics tool will consider a comprehensive range of factors during implementation. The Scope of Work will comprise:

#### **a) Conduct a Needs Assessment and Analysis**

This involves conducting stakeholder engagements to gather input on requirements and expectations for the portal by critically looking at the existing gaps in tracking and disseminating business reforms and looking at the platform requirements that are fit for purpose. This could also include reviewing the potential to repurpose existing platforms and / or interlink to other systems to meet the needs of the system.

#### **b) Single Window System Design and Planning**

The expert will develop a system architecture which is a high-level design of the platform, including system components, UI design, data flow diagrams, and integration points with existing systems. The expert will also outline the steps required to develop, test, and deploy the system include specific timelines, resource requirements and key milestones.

**c) System Development and Configuration**

At this point, the expert will select and customize software solutions by selecting appropriate software tools and platforms that meet the system requirements. Customization of these solutions to align with the specific needs of the business environment reforms will happen at this stage. The expert will also be required to populate the platform with the existing business reforms concerns.

**d) Integration and Testing**

The project will also integrate with existing systems e.g. ministerial and MDAs project implementation and monitoring trackers and therefore the expert needs to ensure the portal seamlessly integrates with existing government and business information systems to facilitate data exchange and interoperability.

**e) Training and Capacity Building**

Expert needs to develop training materials and for DBRT organized training workshops. The expert will create a detailed training guide, manual and Standard Operating Procedures (SOPs) for system users, including government officials and business stakeholders.

**f) Implementation and Roll-out**

At this stage project the expert will launch a pilot version of the platform to a select group of users to test its functionality and gather initial feedback. Thereafter, full system deployment will be rolled out to all intended users based on the pilot feedback and any necessary adjustments made.

**g) Monitoring and Evaluation**

The expert will assist to come up with monitoring and evaluation mechanisms which will set up processes to continuously monitor the system's performance, user engagement, and effectiveness in tracking and managing implemented business reforms. The system needs to also disseminate the impact of the portal on business environment reforms and make recommendations for further improvements.

B. For the BI Analytical Tool, the consultant is expected to:

- Develop/integrate a centralized BI-Tool/Analytics that integrates data from multiple agencies under SDIP i.e Kenya Investment Authority, Special Economic Zones (SEZs) Authority, Kenya Development Corporation, Export Processing Zones (EPZs) and its associated entities. It should Standardize data formats to Ensure consistency in data structures and formats to facilitate seamless integration and analysis as well as Cleanse and validate data to Implement robust data quality checks to eliminate errors and inconsistencies. The BI-Tool must have the ability to connect to a wide variety of data sources, at minimum ERP, databases (DB2, MS SQL Server), Microsoft products, etc.
- Create an intuitive and interactive BI-Tool that visualizes key performance indicators (KPIs) and metrics relevant to SDIP. This includes Visualize key metrics, Utilize appropriate visualizations (charts, graphs, tables) to present critical performance indicators and enable drill-down analysis to allow users to explore data at different levels of granularity to uncover trends and patterns at different agencies.
- Personalise user experience, tailor BI Tool to individual user preferences and roles.



- Mobile Application that allows SDIP to access business intelligence reports and dashboards on-the-go for executives.
- train SDIP officials and other relevant stakeholders on how to effectively use and maintain the BI-Tool, ensuring its sustainability and ongoing relevance.
- Establish mechanisms to track the usage and impact of the BI-Tool enabling continuous improvement and ensuring it meets the evolving needs of businesses
- Design uptime mechanism of the platform for business continuity plan

The Specific scope of work includes:

**a) Situation Analysis**

- Conduct a thorough assessment of the current business regulatory environment at the SDIP and its agencies.
- Identify key stakeholders, including ICT team, business associations, and potential users of the BI-Tool
- Analyse the specific needs and requirements of SDIP to tailor the BI-Tool accordingly.

**b) Data Collection and Integration**

- Gather accurate and up-to-date data sets to be included in the BI-Tool from each state agency and its associates.
- Ensure data is standardized and integrated into a consistent and accessible format for the online BI-Tool.

**c) Design and Development**

- Define data set and how it shall be automatically retrieved from each state agency.
- Design or configure online BI-Tool to ensure that it is easy to navigate, accessible and understand.
- Ensure the design allows for easy updates and maintenance of information.
- Define roles and permission to view various information.
- Incorporate feedback mechanisms for continuous improvement based on user input.

**d) Capacity Building**

- Develop training materials and conduct training sessions for DBRT and other relevant stakeholders on how to use and maintain the BI- Tool
- Provide ongoing support and troubleshooting assistance as needed.

**e) 3.5 Monitoring and Evaluation**

- Establish a system for monitoring the usage and impact of the BI-Tool
- Collect and analyze user feedback to make necessary improvements and updates to the BI-Tool

#### **4. DELIVERABLES**

The short-term expert for developing and implementing the BERMS and BI Analytical Tool is expected to have a structured framework of implementation and ensure all critical aspects of the project are addressed and documented comprehensively.

The expected key deliverables are as follows:

SN.	Deliverable	Specifics	Timelines
1.	Inception Report	Provide agreed methodology (including creating a detailed Project Plan covering the time allocation, key milestones and risk management strategies	3 weeks after contracting
2.	Needs Assessment Report	<p>For BERMS: This will involve stakeholder consultation to gather input from various stakeholders, including government agencies, private sector representatives, and BEEEP development partners. The expert will develop a needs analysis report providing a comprehensive analysis of existing deficiencies and areas for improvement in current reforms implementation tracking</p> <p>For BI Analytical Tool, this will involve:</p> <ul style="list-style-type: none"> <li>▪ Detailed plan for data collection and integration, including templates, standards, and protocols for data accuracy and consistency.</li> <li>▪ Situation Analysis Report: Comprehensive analysis of the business regulatory environment at the SDIP including stakeholder identification and specific needs assessment.</li> </ul>	6 weeks

SN.	Deliverable	Specifics	Timelines
3.	System Requirements Specification (Both hardware and software) including the logical designs	<p>The expert will prepare a Functional Requirements Document (FRD) detailing all the functionalities the platform will provide and a Technical Requirements Document (TRD) with all specifications related to the technical aspects of the platform, including software and hardware needs, security protocols and integration points</p> <p>This involves creating a System Architecture Diagram (SAD) which is a High-level design illustrating the components of the system and how they interact and Data Flow Diagrams (DFDs) for visual representations of how data will move through the system. The expert will also provide a User Interface Design with mock-ups of the system's user interface</p> <p>The expert will select best software tools and demonstrate the justifications for their selection and ensure customization records of how the software solutions were tailored to meet are generated and properly archived.</p> <p>In coming up with the specifications, the expert should also review the government standards for hosting information management systems.</p>	3 weeks
4.	Developed Core Functionalities	<p>For BERMS: This involves developing functional modules for the delivery of core functionalities implemented in the system which will include user registration, data management, reporting, and document management and well-documented codebase for the developed functionalities.</p> <p>For the BI Analytical Tool, a <b>Prototype of the BI-Analytical Tool:</b> Reviewed Functional prototype of the user interface, including key features and initial data integration for user testing.</p> <p><b>Format:</b> Online prototype accessible through a web link.</p>	6 weeks
5.	Integration and Testing Reports	Integration documents and records detailing the integration process with existing systems must be generated and conduct user acceptance testing (UAT) and generate a report with summary of UAT findings,	1 week

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SN.	Deliverable	Specifics	Timelines
		including user feedback and identified issues along with their resolutions	
6.	Populating the system / System Penetration Test	The expert will populate the existing business concerns into the BERMS m  Final BI- Tool: Fully developed and functional online BI-Tool, showing details of the trends from each state agency. Format: Accessible online platform with supporting documentation	5 week
7.	Training and Capacity Building Materials	For both BERMS & the BI Analytical Tool: The expert will generate comprehensive training materials, including manuals, guides, and presentations needed for different user roles. The expert will then train and generate training session reports documenting the number of trainings conducted, including participant lists and feedback  The material should be in both hard and soft copies.	4 weeks
8.	Pilot and Full Deployment	For both BERMS & the BI Analytical Tool: Pilot Test Reports highlighting results and feedback from the pilot phase, including any modifications made based on this feedback. The expert will also provide a deployment plan and deployment report which is a detailed plan of the system roll-out process	1 week
9.	Monitoring and Evaluation Framework	For both BERMS & the BI Analytical Tool: The expert is also expected to generate a system monitoring mechanism the system's performance and evaluation reporting templates for periodic assessments evaluating the impact of the platform on business reforms and providing recommendations for future improvements	2 weeks
10.	Documentation and Reporting	For both BERMS & the BI Analytical Tool: The expert is expected to keep and submit comprehensive records of the development process, including design documents, code repositories, and change logs. The expert will also give periodic reports which have regular updates on the status of the project and summarize progress, challenges, and next steps	On a monthly basis

SN.	Deliverable	Specifics	Timelines
11.	Maintenance of the BERMS & BI Analytical Tools platforms	While this will be on need basis, a monthly support / review of both systems should be provided for 6 months after both systems are up and running.	Once every month for 6 months

## 6. METHODOLOGY

The expert is expected to develop a methodology that is guided by Government ICT Standards (Electronics Records Management System Standards, System and Applications standards and any other applicable Government guideline). The expert shall provide agreed methodology (including creating a detailed Project Implementation Plan covering the time allocation, key milestones and risk management strategies.

## 7. RECIPIENT

The recipient will be the Principal Secretary State Department for Investment Promotion

## 8. REPORTING

The selected expert is expected to maintain detailed records of the system development process, prepare progress reports, and provide regular updates to stakeholders on the progress of the system development, implementation status including any challenges encountered. The following are the expected reports during development and in finalization:

SN.	Report	Recipient
1.	Needs Assessment Stakeholder Report	All stakeholders
2.	Project Implementation Plan	DBRT/SDIP/TMA
3.	Development, Integration, Testing, Piloting and Deployment Report	DBRT/SDIP/TMA
4.	Source codes and other technical documentation	DBRT/SDIP/TMA
5.	Training and Capacity Building Report	DBRT/SDIP/TMA/Users
6.	Monitoring and Evaluation Framework	DBRT/SDIP/TMA
7.	Final Project Report	All stakeholders
8.	User guide, manual and SOPs	All stakeholders

## 8. COORDINATION

The assignment coordination lies with SDIP / DBRT. The Consulting firm shall work under the guidance of the designated project lead at SDIP/ DBRT for all deliverables and the TMA for any contractual matters.

## 9. TIME FRAME

The contract duration is expected to be not more than 8 months .

**10. BUDGET**

The consultant is expected to prepare a detailed budget to cover expenses related to delivering all the identified deliverables as well as maintenance of the system for at least 1 year after completion of work.

Costs related to hosting the systems and sensitisation of stakeholders will be borne separately by the project.

**11. QUALIFICATIONS AND EXPERIENCE**

The consulting Firm should have the following qualifications;

- a) Be established in Kenya and have at least 10 years of experience in similar or related projects.
- b) Knowledge and/ or experience in regulatory and business environment analysis.
- c) Excellent data collection, analysis, and integration skills.
- d) Experience in training and capacity building.
- e) Strong communication and public engagement skills.
- f) Ability to work collaboratively with government officials and stakeholders.

In addition, the following key experts should be included in the team:

<b>Role</b>	<b>Criteria</b>
<ul style="list-style-type: none"> <li>● Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>● 10+ years relevant PM experience</li> </ul>
	<ul style="list-style-type: none"> <li>● Valid PM certification</li> </ul>
	<ul style="list-style-type: none"> <li>● Led 5+ comparable assignments</li> </ul>
	<ul style="list-style-type: none"> <li>● Post-graduate degree in ICT</li> </ul>
<ul style="list-style-type: none"> <li>● Business Analyst &amp; Solutions Architect</li> </ul>	<ul style="list-style-type: none"> <li>● 8+ years in BI, Systems Integration, Application Solutions, or online systems development and maintenance</li> </ul>
	<ul style="list-style-type: none"> <li>● Degree in ICT</li> </ul>
	<ul style="list-style-type: none"> <li>● 10+ years general ICT project experience</li> </ul>
<ul style="list-style-type: none"> <li>● Systems Integration Specialist</li> </ul>	<ul style="list-style-type: none"> <li>● 4+ years specific experience for this assignment</li> </ul>
	<ul style="list-style-type: none"> <li>● 5+ years developing and maintaining data integration components</li> </ul>
	<ul style="list-style-type: none"> <li>● A Cloud Solutions Architect Expert Certification</li> </ul>
<ul style="list-style-type: none"> <li>● BI Developer</li> </ul>	<ul style="list-style-type: none"> <li>● 3+ Software Development Experience</li> </ul>
	<ul style="list-style-type: none"> <li>● BSc in Computer Science, Mathematics and Statistics, or relevant field</li> </ul>
	<ul style="list-style-type: none"> <li>● 5 years experience in BI solutions</li> </ul>
	<ul style="list-style-type: none"> <li>● Experience Developing and Deploying Government-based Analytics, Business Intelligence Tools and Dashboards</li> </ul>
	<ul style="list-style-type: none"> <li>● Advanced Certification in BI Solutions</li> </ul>

	<ul style="list-style-type: none"><li>• Certification in database management systems, OLAP, and ETL</li></ul>
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**ANNEX 1: TMA'S SUPPLIER CODE OF CONDUCT**

This document is shared as a separate document to the tender document.



**ANNEX 2: TECHNICAL BID SUBMISSION FORM TECHNICAL BID SUBMISSION FORM**

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: \_\_\_\_\_ *(insert date (as day, month and year) of Bid Submission)*

To: **TRADEMARK AFRICA**  
**Fidelity Insurance Centre,**  
**P O Box 313 00606,**  
**Nairobi, Kenya**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];
- (c) Our bid shall be valid for a period of **120 days**, from the date fixed for the bid submission deadline in accordance with the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit on request to obtain a performance security (if applicable) for the due performance of the Contract;
- (e) We have no conflict of interest;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

**Signed by:** \_\_\_\_\_ *(signature of person authorized by the Bidder to sign the bid submission form, and whose name and title are shown below)*

**Name:** \_\_\_\_\_ *(insert full name)*

**Title:** \_\_\_\_\_ *(insert official title)*

**Duly authorized to sign the bid for and on behalf of:** \_\_\_\_\_  
*(insert full name of Bidder)*

**Dated on** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**ANNEX 3: CURRICULUM VITAE TEMPLATE**

*PLEASE SUBMIT ONLY ONE (1) CV FOR EACH OF THE POSITIONS MENTIONED FOR THE PROPOSED KEY PERSONNEL AND SHORT-TERM TECHNICAL SUPPORT PERSONNEL. IF MORE THAN ONE CV IS SUBMITTED FOR THE SAME POSITION, ONLY THE FIRST CV WILL BE EVALUATED. PLEASE ALSO CLEARLY INDICATE THE POSITIONS THAT EACH OF THE SUBMITTED CVS WILL HAVE IN THIS ASSIGNMENT*

<b>Position/Role Title:</b>	{e.g., TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained **attach valid copies of the certificates and testimonials**}

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hebb, deputy minister]		

**Membership in Professional Associations and Publications:**

**Language Skills (indicate only languages in which you can work ranking from 1 to 5 for speaking, writing and reading where 1 is poor and 5 is excellent):**

Language	Reading	Writing	Speaking

**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant’s Team of Experts ( <i>insert the time period</i> )	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved}	

**Experts contact information :** (e-mail..... Phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Client.

{Day/month/year}

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Name of Expert	Signature	Date
		{Day/month/year}

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Name of authorized representative of the consultant ( <i>the same one who signs the Proposal</i> )	Signature	Date
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**Note:**

1. Failure by the consultant to sign the CV (physically or electronically), may lead to the CV not being considered altogether.
2. Failure to submit copies of certificates and/or accreditation may lead to the CV being invalidated.

**ANNEX 4 – FIRM EXPERIENCE**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]*

<b>Assignment name:</b>	<b>Approx. value of the contract (in current US\$ or Euro):</b>
<b>Country:</b> <b>Location within country:</b>	<b>Duration of assignment (months):</b>
<b>Name of Client:</b>	<b>Total N° of staff-months of the assignment:</b>
<b>Address:</b>	<b>Approx. value of the services provided by your firm under the contract (in US\$ currency equivalent):</b>
<b>Start date (month/year):</b> <b>Completion date (month/year):</b>	<b>N° of professional staff-months provided by associated Consultants:</b>
<b>Name of associated Consultants, if any:</b>	<b>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</b>
<b>Narrative description of Project:</b>	
<b>Description of actual services provided by your staff within the assignment:</b>	



### **Description of Approach, Methodology and Work Plan for Performing the Assignment**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Technical Approach and Methodology.**

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.**

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form

c) **Organization and Staffing.**

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

STAFFING SCHEDULE<sup>1</sup>

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
3																		
N																		
<b>Subtotal</b>																		
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		
N																		
<b>Subtotal</b>																		
<b>Total</b>																		

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.



Full time input



Part time input





**ANNEX 4: FINANCIAL BID SUBMISSION FORM**

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of

\_\_\_\_\_ **(indicate the corresponding amount(s) in words and figures and the currency (ies))**, including all applicable taxes in line provided clauses in this tender document.

This financial bid submission/ proposal is in line with Pro-forma 1, 2, 3 and 4 of Annex 1 of this RFP tender document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from any contract negotiations, up to expiration of the validity period of the Proposal, up to a period of **120 days** after bid submission deadline date.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely,

Authorized Signature **(In full and initials)**: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

**(For a joint venture, either all members shall sign or only the lead member/ consultant, in which case the power of attorney to sign on behalf of all members shall be attached)**



<b>Long Term*</b>			
<b>Short Term</b>			
<b>TOTAL FEES</b>			<b>\$</b>

\* Long Term is in excess of 4 months

Guidance on Fees and Expenses can be found in Section 2 of the contract - the General Conditions.

**Pro- forma 3**

**TENDER FOR:** \_\_\_\_\_ *(Insert tender title)*

**TENDER NUMBER:** \_\_\_\_\_ *(Insert tender reference number)*

**PROPOSAL BREAKDOWN – PROJECT EXPENSES**

Costs should be shown separately in the format set out below using separate sheets to provide full details under each heading. Fees proposed by tenderers should be inclusive of all taxes.

TRAVEL (PLEASE STATE COUNTRY OF TRAVEL)	NO.	RATE	COST (\$)

<b>FARES</b>	International			
	Domestic			
	Other Travel Costs			\$
<b>Sub Total</b>				
<b>DAILY LIVING COSTS (state country) *Long Term</b>				
	*Short Term			
<b>Sub Total</b>				\$
<b>EQUIPMENT* Items Purchased/Rented (Including vehicles)</b>				
<b>Sub Total</b>				\$
<b>Any other expenses (please list)</b>				
<b>Sub Total</b>				\$
<b>TOTAL PROJECT EXPENSES: (B)</b>				\$

\*TMA will not reimburse costs for normal tools of trade (e.g. portable personal computers)

\* Long Term consultants are expected to utilise rented accommodation. No per diem is payable.

\*Short Term expectation is either rented accommodation or a hotel.

**Pro- forma 4**

**TENDER FOR:** \_\_\_\_\_ *(Insert tender title)*

**TENDER NUMBER:** \_\_\_\_\_ *(Insert tender reference number)*

**PROPOSAL BREAKDOWN - SUMMARY OF PAYMENT**

PROPOSED PAYMENT BREAKDOWN	AMOUNT (USD \$)
----------------------------	-----------------

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AND BUSINESS ANALYTICS/ INTELLIGENCE TOOLS

<b>Sub-total (exclusive of taxes)</b>	\$
Taxation amount <i>(include all applicable taxes (e.g., Value Added Tax, Withholding Tax etc) in separate rows</i>	\$
<b>TOTAL (inclusive of taxes)</b>	\$

## ANNEX 6: DRAFT CONTRACT TEMPLATE

### CONTRACT FOR CONSULTANCY SERVICES

#### Section 1 – Form of Contract

CONTRACT FOR: [Insert Title here]

CONTRACT REFERENCE: [Insert Number here]

**THIS CONTRACT** dated [Insert date here] is made.

#### **BETWEEN:**

**TradeMark Africa** (“TMA”) having its principal place of business at (insert office details).

#### **AND**

[Insert Consultant Name] (“The Consultant”) having its principal office located in [Insert Contact Details].

#### **WHEREAS:**

TMA has requested the Consultant to provide certain consulting services as defined in the detailed terms of reference and scope of services attached to this Contract (hereinafter called the “Services”); the Consultant, having represented to TMA that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

**IT IS HEREBY AGREED** as follows:

#### **1. Documents**

This Contract from page [Insert page no] to page [Insert page no.] shall comprise the following documents:

Section 1 Form of Contract

Section 2 General Conditions

Section 3 The Services

Section 4 Special Conditions and Key Personnel

Section 5 Fees

This Contract constitutes the entire agreement between the Parties in respect of the Consultant’s obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

## 2. Contract Signature

If the original Contract is not returned to - TMA duly completed, signed and dated on behalf of the Consultant within 15 days of the date of signature on behalf of TMA, TMA will be entitled, at its sole discretion, to declare this Contract void. No payment will be made to the Consultant under this Contract until a copy of the Contract, signed on behalf of the Consultant is returned to TMA.

## 3. Commencement and Duration of the Services

- a. The contract shall be effective on the date both parties sign, and the services shall be completed by **[Insert end date]** (End Date") or any other period as may be subsequently agreed by the parties in writing unless this Contract is terminated earlier in accordance with its terms and conditions.
- b. If the services have not commenced in accordance with clause 3a above, TMA will within not less than 30 days notify the consultant in writing, declaring the contract to be null and void, and in the event of such declaration, the consultant shall have no claim against TMA with respect thereto.

## 4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed **[XXX]** for fees and **[XXX]** for expenses within a total limit of **[XXX]** inclusive of all taxes applicable ("the Financial Limit").

## 5. Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

For and on behalf of TMA

Name: **JOSEPHA NDAMIRA**  
Position: **SENIOR DIRECTOR CORPORATE SERVICES**  
Signature:  
Date:

For and on behalf of the consultant

Name:  
Signature:  
Date:

## CONTRACT FOR CONSULTANCY SERVICES

### Section 2 – General Conditions

#### 1. Definitions

"The Contract" means the agreement entered between TMA and the consultant, as recorded in this Contract Document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

"TMA Project Manager" means the person nominated by TMA who is responsible for the management of the Project.

"The Equipment" means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services which are financed or provided by TMA for use by the Consultant.

"The Financial Limit" means the amount specified in Section 1 and which represents the maximum amount payable by TMA under this Contract.

"Fees" means the fees payable for the Services as set out in Section 5.

"The Services" means the services to be provided by the Consultant as set out in Section 3.

"The Consultant" means the natural person(s), partnership(s), or company (ies) whose bid to perform this contract has been accepted by TMA and is named as such in this contract and includes the legal successors or permitted assigns of the Consultant.

"The Consultant's Personnel" means any person instructed by the Consultant pursuant to this Contract to undertake any of the Consultant's obligations under this Contract, including the Consultant's employees, agents, and sub-contractors.

"Subcontractor" means any natural person(s), partnership(s), or company (ies), including its legal successors or permitted assigns, to whom any part of the services to be provided is subcontracted by the Consultant.

#### 2. Interpretation

In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 4), the Special Conditions shall prevail.

#### 3. Project management

TMA designates the TMA Project Manager as being responsible for the coordination of activities under this Contract, for the acceptance and approval on behalf of TMA of the reports and of other deliverables produced by the Consultant, and for receiving and approving invoices for payment.

#### 4. Obligations

- a. TMA and the Consultant each warrant that it has all the requisite corporate power and authority to enter this Contract and is fully capable of performing its obligations under this Contract on the terms provided for in this Contract.
- b. The Consultant shall perform the Services and all other obligations under this Contract with all necessary skill, diligence, efficiency, and economy to satisfy generally accepted professional standards expected from experts.



- c. The Services shall be provided at the location set out in Section 3. Notwithstanding this, the Consultant may be required to travel to other locations from time to time in carrying out the Services.

## **5. Indemnification**

At its own expense, the Consultant shall indemnify, protect, and defend, TMA, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights. Should the act or omission originate from TMA, then TMA will indemnify the consultant.

The Consultant hereby indemnifies TMA, its agents, and employees against any legal cost, including attorney/own client costs incurred by TMA in defending any complaints, disputes or claims lodged by any party as a result of the actions or omissions of the Consultant.

## **6. Consultant's Personnel**

- a. The Consultant acknowledges that it and the Consultant's Personnel have no authority to create or incur any liability or obligation on behalf of TMA, including but not limited to any liability or obligation to expend or incur capital expenditure and not to recruit, employ or dismiss any member of staff employed by TMA.
- b. The Consultant shall not at any time, either personally or by an agent, directly or indirectly represent itself as being in any way connected with or interested in TMA save as being engaged to perform the Services.
- c. Save for the Services agreed and set out at Section 3, TMA is under no obligation to offer work to the Consultant and the Consultant is under no obligation to accept any work, which may be offered by TMA.
- d. No changes or substitutions may be made to members of the Consultant's Personnel identified in Section 4, if any, of this Contract without TMA's prior written consent.
- e. If TMA considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to TMA with a replacement acceptable to TMA.
- f. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.
- g. TMA is dedicated to gender equality and ensuring equitable and sustainable human development.

## **7. Fees**

- a. Subject as follows, payments shall be due to the Consultant in accordance with the Fee payment schedule set out in Section 5. In the case of Fees that are payable upon the completion of milestones as may be set out in Section 4, such fees shall not become due and payable until the completion, to TMA's satisfaction, of the relevant milestone event or the delivery of the deliverables to TMA's satisfaction required for the achievement of the relevant milestone satisfactorily.
- b. Payment of the Fees shall be subject to TMA being satisfied that the Consultant is or has been carrying out its duties, obligations, and responsibilities under this Contract.
- c. If for any reason TMA is dissatisfied with performance of this Contract, an appropriate sum may be withheld from payments that would otherwise be due under this Contract. In such event TMA shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

- d. Fees charged and expenses incurred shall not, in aggregate, exceed the Financial Limit without the prior written consent of TMA.
- e. No payments shall be made in respect of days not worked due to sickness or holiday or otherwise.
- f. Only the fee rates listed in Section 5 of this Contract will apply to any Services performed by the Consultant under this Contract.

#### **8. Expenses**

The Consultant shall be entitled to be reimbursed only for those expenses which have been approved and are set out in Section 5.

#### **9. Invoicing Instructions**

- a. Invoices should particularise the contract to which they relate and should be sent to the address referenced in Section 5.
- b. All invoices should contain details of the Services provided, milestones achieved, and deliverables provided to which the invoice relates. Where expenses are payable, invoices should be accompanied by proof of the expense. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment.
- c. TMA may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- d. TMA reserves the right to audit, or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
- e. TMA reserves the right not to pay any amount due in respect of an invoice received by TMA more than 60 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.
- f. TMA will deduct all applicable taxes from the consultant's invoiced amounts as per Government of **Kenya** regulations. Consultants from countries with double tax agreements will be provided with withholding tax certificates. It is the consultant's responsibility to establish their tax status in the country where the Services will be delivered.

#### **10. Payments**

Subject to TMA being satisfied that the Consultant is or has been carrying out their duties, obligations, and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

#### **11. Nature of relationship**

TMA and the Consultant agree and intend that this relationship is one of undertaking independent services and specifically is not a relationship of employer or employee agency, joint venture, or partnership.

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between TMA and the Consultant and the Consultant will be solely responsible for the tax status, tax, and any statutory contributions payable of and for the

Consultant's Personnel and for all or any of its or the Consultant's Personnel's taxes payable in respect of Fees and reimbursements received in connection with this Contract.

## **12. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

## **13. Termination and Suspension**

TMA or the Consultant may terminate the Contract by giving not less than 30 days written notice. In such cases, TMA shall be liable to make payments only for work completed and delivered, of acceptable standard. Specifically, TMA reserves the right to terminate this Contract if the Consultant fails to perform any of its obligations or to comply with the conditions and requirements set out in this Contract.

Without prejudice to the above paragraph, TMA reserves the right to withdraw or suspend payments to the Consultant immediately under the following circumstances:

- i. The Consultant has engaged in illegal, corrupt, fraudulent, coercive, collusive or conflict of interest practices in connection with the Contract, without the Consultant having taken timely and satisfactory action to the satisfaction of TMA to address such practices when they occur.
- ii. The Consultant fails to comply with its obligations in the fields of environmental, social, or labour regulations, including sexual harassment and any form of abuse, including but not limited to failure by a supplier to take preventative measures, investigate allegations or to take corrective action against sexual exploitation or abuse incidences.
- iii. The Consultant fails to comply with its obligations under Anti-Terrorism and Organised Crime requirements of TMA.
- iv. A representation or statement made by the Consultant in or pursuant to the Contract intended to be relied upon by TMA in making the Contract, which was incorrect in any material aspect.

A full accounting of all payments made under this contract will be required prior to the conclusion of the notice period, in addition to full reimbursement of any unspent advance payments to the Consultant.

For any of the above, any unspent or inconsistently spent payments must be returned to TMA within 30 days of the termination notice.

## **14. Confidentiality**

- a. The Consultant shall not, during the term of this Contract and within two years after its expiration or termination, disclose any proprietary or confidential information relating to the Services, this Contract or TMA's business or operations without the prior written consent of TMA.
- b. Notwithstanding the above, the consultant may furnish to its subcontractor such documents, data, and other information it receives from TMA to the extent required for the subcontractor to perform its work under the contract, in which event the consultant shall obtain an undertaking of confidentiality similar to that imposed on the consultant under this contract.

## **15. Ownership of Material**

- a. Any studies, reports, or other material, graphic, software or otherwise, prepared by the Consultant for TMA under the Contract shall belong to and remain the property of TMA.
- b. Where intellectual property rights in all material produced by the Consultant or the Consultant's Personnel pursuant to the performance of the Services ("the Material") are the property of the Consultant, the Consultant hereby grants to TMA a worldwide, nonexclusive, irrevocable, royalty free licence to use all the Material.

- c. "use" shall mean, without limitation, the reproduction, publication, and sub-licence of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

#### **16. Bribery, Conflict of Interest, Corruption and Fraud**

The Consultant shall not, and shall ensure that any person affiliated with the Consultant shall not:

- i. Participate in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Contract, in which the person, members of the person's immediate family or his or her business partners, or organisations controlled by or substantially involving such person, has or have any financial interest.
- ii. Participate in transactions involving organisations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment.
- iii. Offer, give, solicit, or receive, directly or indirectly, gratuities, favours, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution.
- iv. Misrepresent or omit facts to influence the procurement process or execution of the contract.
- v. Engage in a scheme or arrangement between two or more bidders, with or without the knowledge of the Consultant designed to establish bid prices at artificial, non-competitive levels; or
- vi. Participate in any other practice that is or could be construed as an illegal, corrupt or a conflict of interest in the country of operation.

Disclosure: If the Consultant has knowledge or becomes aware of any:

- i. Actual, apparent or potential conflict between financial interests of any person affiliated with the Contract and/or TMA; or
- ii. Any of the practices listed under (i) to (vi) above,

the Consultant shall immediately disclose the same directly to Procurement Director, TMA.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements listed under (i) to (vi) above.

Further details can be found in the Code of Ethics under Clause 4 (Fraud and Corruption) and to report such activities, the Consultant will follow the steps provided in Clause 8 of the same document.

#### **17. Anti-terrorism and Organised Crime**

The Contract funds shall not be used to finance terrorism and other criminal activities. The Consultant shall take all appropriate measures to ensure that the Contract payments are not used for unintended purposes including but not limited to money laundering and exploitation by terrorist organisations and/or their support networks.

The Consultant shall verify to the maximum extent reasonably possible that any parties associated with the Contract shall substantially protect TMA's resources from diversion to unintended purposes including but not limited to exploitation by terrorist organisations and/or their support networks.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements listed under this clause.

### **18. Safeguarding**

The Consultant shall ensure that the Contract is implemented with strict adherence to TMA's Supplier Environmental and Social Standards document that includes adherence to policies against bullying, sexual exploitation, harassment, and abuse. The Consultant shall ensure that all steps are taken to mitigate against any identified environmental, social, and safeguarding risks that may arise because of the Contract.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements contained in the Supplier Environmental and Social Standards document.

### **19. Code of Ethics**

The Consultant shall comply with TMA's Code of Ethics which forms part of this Agreement as amended from time to time, which must be signed off and adopted prior to TMA making payments on the Contract.

The Consultant shall always act loyally and impartially and as a faithful advisor to TMA in accordance with the rules and/or codes of conducts governing its profession.

The Consultant shall refrain from making any public statements concerning the services without prior written approval of TMA, and from engaging in any activity which conflicts with its obligations towards TMA under this contract.

The Consultant shall not commit TMA in any way whatsoever without TMA's prior written consent, and shall, where appropriate, extend this obligation to third parties.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements contained in the Code of Ethics.

### **20. Subcontracting**

The consultant shall request approval in writing from TMA for all subcontracts awarded under this contract that are not included in the contract. Subcontracting shall in no event relieve the consultant of any of its obligations, duties, responsibilities, or liability under this contract.

### **21. Law Governing Contract and Language**

The Contract shall be governed by the laws of **Kenya** but in the event of a conflict between Kenya laws and any other Law, then the laws of **Kenya** prevail. The language of the Contract shall be English.

### **22. Dispute Resolution**

TMA and the Consultant agree to seek to resolve any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination, or invalidity thereof, by amicable settlement. Where it is not possible to reach an amicable settlement, any dispute, controversy, or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act of 1995 or any statutory modifications or re-enactment thereof for the time being in force.

Notwithstanding any adjudication or arbitration proceedings no party shall commit an anticipatory breach of contract.

### **23. Liability**

Except where there has been misconduct, gross negligence, dishonesty, or fraud on behalf of the Consultant or the Consultant's Personnel, the Consultant's aggregate liability arising out of or in connection with this Contract shall be limited to the amount of the Financial Limit.

The Consultant shall not be liable for any failure to perform or delay in performance of any of its obligations arising out of or in connection with this Contract where such failure or delay is caused by TMA or any of TMA's agents, employees, or contractors.

### **24. Force Majeure**

- a. The failure of the Consultant to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an act, event, omission or accident beyond its reasonable control ("Force Majeure Event"), provided that the Consultant (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (ii) has informed TMA as soon as possible about the occurrence of such an event and in any event not later than 14 days after the occurrence of such event.
- b. Any period within which the Consultant shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Consultant was unable to perform such action because of the Force Majeure Event.
- c. During the period of their inability to perform the Services because of a Force Majeure Event, the Consultant shall be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

Force Majeure shall not include:

Any event which is caused by the negligence or intentional action of the consultant, or such consultant's subcontractors or agents or employees; nor Any event which a diligent party could reasonably have been expected to both: Take into account from the effective date of the contract; and avoid or overcome in the carrying out of its obligations.

### **25. Joint venture, consortium, or association**

Unless otherwise specified in this contract, if the Consultant is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to TMA for the fulfilment of the provisions of this contract.

The composition or constitution of the joint venture, consortium or association shall not be altered without the prior written consent of TMA. Any alteration of the composition of the joint venture, consortium, or association without prior written consent of TMA shall be considered to be a breach of contract.

### **26. Travel**

All authorized air travel must be economy class through the most direct and economical route.

**CONTRACT FOR CONSULTANCY SERVICES**

**Section 3 – The Services**

**TERMS OF REFERENCE**

**[Insert]**

## **CONTRACT FOR CONSULTANCY SERVICES**

### **Section 4 – Special Conditions and Consultant’s Key Personnel**

#### **1. Special conditions**

The proposal-both technical and financial-submitted for these tender forms an integral part of this contract.

#### **2. Key Personnel**

The following of the Consultant's Personnel cannot be substituted by the Consultant without TMA's prior written consent:

[Insert]



**CONTRACT FOR CONSULTANCY SERVICES**

**Section 5 – Fees**

**1. Payment Schedule**

<b>Deliverable</b>	<b>%tage of Deliverable to be Paid (USD)</b>	<b>Total Contract Amount (USD)</b>
<b>TOTAL</b>		

**2. Invoicing instructions**

After approval by the recipient, invoices should be sent to [invoices@trademarkafrica.com](mailto:invoices@trademarkafrica.com). Invoices should clearly list the Contract Number (POxxxx) and the details of the Consultant’s bank account to which TMA shall transfer payments.

## ANNEX 7: EMAIL SUBMISSION GUIDELINES

### Guidelines for Bidders for Bid Submissions via Email

#### 1.1 Bidder Guidance for Emailed Submissions

- a) TradeMark Africa (TMA) will automatically send an email acknowledgment for all applications, bids, proposals and/or submissions received via the email addresses stipulated/specified in the bidding document. If a bidder does not receive an email acknowledgement **IMMEDIATELY** after submitting their applications, bids, proposals and/or submissions, via the email address stipulated in the bidding document, **IMMEDIATELY** contact TMA's Procurement unit using the mobile phone number, **+254 731 884 428**, to confirm whether the applications, bids, proposals and/or submissions were received.
- b) Bidders must not ignore any bounce back email received regarding rejection of an emailed application, bid, proposal and/or submission. If such an email is received, contact TMA's Procurement unit **IMMEDIATELY**.

#### 1.2 Possible Reasons for Emailed Submission Rejection

- a) The email submission exceeded the maximum size of 5 MB.
- b) The subject line matched a known phishing subject line.
- c) The email contained a known phishing Uniform Resource Locator (URL), or the email originated from a server associated with phishing.
- d) The outbound mail server was present on a subscribed blacklist; or
- e) The email contained a virus or malware.

#### 1.3 Remedial Action for Rejected Email Submission Prior to Tender Closing Date & Time

Prior to the tender closing date and time, if a bidder's submission is rejected, the following remedial action should be explored prior to re-submission.

- a) If the collective size of the emailed attachments **exceeds 5 MB**, the bidders should resubmit through multiple emails or may use other modes such **WeTransfer, Dropbox, or Google drive**. The bidder shall be required to clearly identify how many emails constitute the full submission. e.g., email **1 of XX**.
- b) If the emailed submission included zipped or executable files, unzip or remove the executable files then resubmit through one or more emails (refer to point 1.3a) above if the files collectively exceed 5 MB).
- c) If the email submission is rejected because of a blacklisted domain, the bidder is required to resend the submission from a different email account from a different domain that is not blacklisted, e.g., Gmail. Please note, this should be done before the stipulated tender submission deadline; and
- d) If the email submission is rejected because of a virus/malware in the email or any of the email attachments, ensure that the virus/malware is removed/cleaned prior to resubmission.

TMA's Procurement unit shall only consider and review cases of undelivered applications, bids, proposals and/or submissions, when it is brought to our attention by the affected bidder/s prior to the tender submission deadline.

**Automatic Email Acknowledgement sent from the Procurement and Framework Mailboxes**

*Dear Sir/Madam,*

*This is to acknowledge receipt of your email to TradeMark Africa's Procurement mailbox.*

*Your email will be reviewed, and a response will be provided at the earliest opportunity. We encourage you to visit our website [www.trademarka.com/procurement-faqs/](http://www.trademarka.com/procurement-faqs/) for our procurement guidelines and answers to FAQs.*

*If you have submitted a bid for an open procurement process, it may take several weeks before you receive any further communication from us.*

*The maximum size of each email with attachments should not exceed **5 MB**.*

*Please get in touch with us via the mobile number, **+254 731 884 428**, in case you do not receive an automatic acknowledgement email immediately after submission of your bid.*

*For and on behalf of:*

**Joe Namwaya**

*Head of Procurement*

*TradeMark Africa*

*Fidelity Insurance Centre, 2nd Floor, Off Waiyaki Way, Westlands*

*P.O. Box 313, 00606 Nairobi, Kenya*

*Email: [procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com)*

*[www.trademarka.com](http://www.trademarka.com)*