



REQUEST FOR PROPOSALS (RFP) - SELECTION OF CONSULTANTS

TENDER TITLE: **CONSULTANCY SERVICES FOR THE DESIGN, DEVELOPMENT AND DEPLOYMENT OF THE FAIR COMPETITION COMMISSION INFORMATION MANAGEMENT SYSTEM (FIMS)**

TENDER NUMBER: **PRQ20240480**

ISSUE DATE: **11 DECEMBER 2024**

DUE DATE: **15TH JANUARY 2025 AT 11:00AM TANZANIA 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 and/or site visit

A pre-submission meeting and/or site visit is not applicable for this procurement 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.

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) **Restrictions 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 **Tanzania** 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 **Tanzania**.
- 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 FOR DESIGN, DEVELOPMENT AN DEPLOYMENT OF AN INTEGRATED SYSTEM FOR THE FAIR
COMPETITION COMMISSION (FCC)**

PART 1: Section A. Firm Experience

S/No.	Criteria <i>(Only two (2) most relevant and comparable completed assignments should be provided for assessment. In this case, only projects that used the microservices architecture to deliver solutions will be considered. Each assignment must have used open source and non-proprietary technologies. Supporting document must be provided to prove that the assignments were indeed completed).</i>	Project/ Assignment 1 (Score 1 or 0)	Project/ Assignment 2 (Score 1 or 0)
1.	The comparable assignment was implemented within the last seven (7) years	1	1
2.	The comparable assignment took between one and two years to complete; from design, development to deployment	1	1
3.	The comparable assignment uses the microservices architecture	1	1
4.	The comparable assignment uses the microservices that supports modularity, efficiency and security	1	1
5.	The comparable assignment supports multiple integration including online payment /payment gateway, internal and external systems.	1	1
6.	The comparable assignment was implemented using either Agile, DevOps and test-driven developments.	1	1
7.	All unit and integration were done for all microservices	1	1
8.	The comparable assignment had a clear system maintenance strategy post deployment. A SLA MUST be provided to support this claim.	1	1
9.	The comparable assignment had at least 2 years warranty period post deployment.	1	1
10.	Performance and quality assurance tests were performed	1	1
11.	The assignment included a detailed training plan (for novice and advanced users as well as supported training of Trainers)	1	1
12.	A Certificate/letter of Completion with clear contact/referee details and project value indicated has been provided as supporting document for the comparable assignment.	1	1
	Section A Sub-Total (Max Score: 24)	12	12

S/No.	Criteria <i>(Only two (2) most relevant and comparable completed assignments should be provided for assessment. In this case, only projects that used the microservices architecture to deliver solutions will be considered. Each assignment must have used open source and non-proprietary technologies. Supporting document must be provided to prove that the assignments were indeed completed).</i>	Project/ Assignment 1 <i>(Score 1 or 0)</i>	Project/ Assignment 2 <i>(Score 1 or 0)</i>
13.	The comparable assignment was implemented within the last seven (7) years	1	1
14.	The comparable assignment took between one and two years to complete; from design, development to deployment	1	1
15.	The comparable assignment uses the microservices architecture	1	1
16.	The comparable assignment uses the microservices that supports modularity, efficiency and security	1	1
17.	The comparable assignment supports multiple integration including online payment /payment gateway, internal and external systems.	1	1
18.	The comparable assignment was implemented using either Agile, DevOps and test-driven developments.	1	1
19.	All unit and integration were done for all microservices	1	1
20.	The comparable assignment had a clear system maintenance strategy post deployment. A SLA MUST be provided to support this claim.	1	1
21.	The comparable assignment had at least 2 years warranty period post deployment.	1	1
22.	Performance and quality assurance tests were performed	1	1
23.	The assignment included a detailed training plan (for novice and advanced users as well as supported training of Trainers)	1	1
24.	A Certificate/letter of Completion with clear contact/referee details and project value indicated has been provided as supporting document for the comparable assignment.	1	1
	Section A Sub-Total (Max Score: 24)	12	12

PART 1: Section B. Team Experience

S/No.	Criteria	Max Score (Score 1 or 0)
1.	Proposed Project Manager has a valid and active PMP or Prince2 Certification	1
2.	The Project Manager has five (5) years of relevant project management experience (in the last 10 years)	1
3.	The Project Manager has undertaken at least three (3) relevant and comparable assignment in the last 7 years	1
4.	The Business Analyst is certified in CBAP or equivalent	1
5.	The Business Analyst has 5 years' experience in related or similar project	1
6.	At least two (2) System Developers have five (5) years of relevant and comparable experience	1
7.	Both System Developers have undertaken at least two (2) relevant and comparable assignment in the last 5years.	1
8.	Both System Developers have competency (skills) in developing web systems and integrations in the same language	1
9.	At least one (1) tester has five (5) years of relevant and comparable experience	1
10.	The system testers have undertaken at least two (2) relevant and comparable assignments in the last 5years.	1
11.	The tester has an international Certification in testing preferably ISTQB or equivalent	1
12.	The system security expert has 5 years of relevant experience	1
13.	The system security expert has undertaken at least 1 relevant and comparable assignment in the last 5 years.	1
14.	The system security expert has an international Certification in testing (preferably CISSP or CISM)	1
15.	The database expert has five (5) years of relevant and comparable experience	1
16.	The database expert has undertaken at least two (2) relevant and comparable assignment in the last 5 years	1
17.	System UI/UX expert has five (5) years of relevant experience.	1
	Section B Sub-Total (Max score: 17)	17

PART 1: Section C. Experts Participation in Firm's Assignment

S/No.	Criteria	Max. Score
	The Project Manager, Business Analyst and at least two senior developers (at minimum) are mandatory in this assignment without which leads to automatic disqualification.	
1.	Project Manager (<i>mandatory</i>)	1
2.	Business Analyst (<i>mandatory</i>)	1
3.	System Developers (<i>mandatory</i>)	1
4.	System Testers	1
5.	Database expert	1
6.	UI/UX expert	1
7.	System Security expert	1
	Section C Sub-Total (Max score: 7)	7
	PART 1 TOTAL SCORES (Sections A+B+C)	72

Bidder must score 70% to proceed to Part 2 that is 50.4 marks out of 72

PART 2: Technical Proposal

Objective Area	Criteria (0, half or full Scores can be awarded) The Bidder has:	Max. Score
Objective 1: Workplan Plan	The provided timelines must be SMART and logically sequenced.	2
	Provided the team composition and defined the role of each member of the team.	2
	Indicate man days that each expert will spend on the with respect to the total timeframe of the project in an understandable manner.	2
	System developers must spend at least 80% of the system development period with the PIT (in line with the provided work plan).	2
	The system testers will spend at least 20% of the Testing, Debugging and Piloting period onsite (in line with the provided work plan).	2
	The Project Manager will spend at least three days of every week at the project site for the duration of the project cycle,	2
	Provided an appropriate strategy to deliver an Application Programming Interface(s) (APIs) for the proposed integrations.	2
	Provided an approach on how change requests (1. within the SRS/scope and 2. outside the SRS/scope) shall be handled and managed before deployment, during warranty and post warranty period.	2
	Demonstrated how change management plan will engage stakeholders (direct and indirect) (based on the objective areas of this ToR)	2
Objective 2: System Requirements	Provided an appropriate approach for implementing the BRD and SRS	2
	Provided an appropriate approach for reviewing (and establishing status and tracing implementation) the BRD and SRS.	2
Objective 3: Prototyping	Provided an appropriate summary of how Agile, DevOps or Test-driven developments will be used in executing the assignment.	2
Objective 4: Software Development	Provided an appropriate approach for undertaking the assignment using Agile Methodology	2
	Provided an appropriate approach for reporting and verifying progress in the development of the system on monthly basis. The template for sharing the report must be shared.	2
	Provided an appropriate source control solution for tracking the development of the system	2
Objective 5: Software testing and piloting	Provided an appropriate approach for Testing and piloting of the system	2

Objective Area	Criteria (0, half or full Scores can be awarded) The Bidder has:	Max. Score
Objective 6: Training	Provided an appropriate approach for training all users	2
	Provided appropriate tools and methods for conducting training for internal and external stakeholders. (Including self-training tools)	4
Objective 7: System Hosting Specifications	Provided an appropriate detailed approach or methodology for assessing and determining the hosting specifications for the system.	2
	Provided a draft hosting Infrastructure specifications and diagrammatic layout for the system	2
Objective 8: System Deployment	Provided an appropriate approach for Releasing and Piloting Modules	2
	Provided an appropriate strategy that details business continuity during the transition period (to ensure minimal business disruptions including data migration).	2
Objective 9: System Documentation	Provided a draft template of the source code. Must show the raw source code and comments for the sample code. Sharing links leading to external sample code that is not associated to the project will not be considered.	2
Objective 10: Support, Maintenance and Upgrades	Provided a draft Support & Maintenance Plan (details what services are included and excluded) Note that this is for evaluation purposes only.	2
	If the bidder has defined the Warranty as a min of 2 years within the set budget.	2
	Provided a sample detailed backup and disaster recovery mechanism for the system.	2
	Provided Support & Maintenance Plan that has at least regular patch updates and upgrades within the set budget.	2
	If the proposed post-warranty (2yrs) costs of Support & Maintenance <ul style="list-style-type: none"> ▪ is 11-15% of the original contract value. (Any values above 15% will be assumed to be 15% during contracting) or ▪ is 6-10% of the original contract value or ▪ is 0-5% of the original contract value 	<ul style="list-style-type: none"> • 1 or • 3 or • 5
	The system developers shall be available to support the system during the entire warranty period.	2
	The bidder demonstrates innovation and value addition in their adopted approach/methodology and execution of the assignment	2
Sub-Total (Max score: 65)		65

A bidder must score 70% to proceed to Part 3 that is 45.5 marks out of 65

PART 3: DEMO

<p>The bidder will be required conduct a 45-minute Demo based on:</p> <p>a) One of the two listed relevant and comparable assignments to demonstrate how FIMS shall be developed and function (The evaluation panel will indicate to the bidder which assignment is the most comparable for presentation in advance)</p> <p style="text-align: center;">OR</p> <p>b) Present a prototype/demo/mock-up of the assignment (in this case the bidder is required to demonstrate a proposal of how FIMS shall be developed and function as understood by the bidder.</p>		
S/No.	Criteria (the following will be assessed during the demo)	Max Score
1.	Understanding of the Fair Competition Commission’s project	3
2.	Clear understanding of the assignment requirements as detailed in the BRD and SRS.	3
3.	Ability to link the presented demonstration to FIMS system requirement	3
4.	Integrated security into the solution such as two factor authentications and usage of an authenticator apps	2
5.	Demonstrate multiple integrations such as online payment (mobile or payment gateway), internal and third-party systems	2
6.	User Experience	
	a. User Interface (clean interface)	2
	b. Usability (intuitive)	2
7.	Technology used	
	a. Progressive Web app-based application (and supports all major browsers)	1
	b. Mobile compatibility (native or responsive app)	2
	c. Uses the microservice architectures	2
	d. Optimal system design (light and utilizes limited CPU resources especially during function procedures)	2
	e. Scalable (from the end user’s perspective)	2
	TOTAL	26

To proceed to Financials a bidder must score at least scores 70% in total combined in PART 1 + PART 2 + PART 3; 114.1 out of 163 Marks.

RESPONDING FORMAT

The response to this tender **MUST** be presented in the format shown below and the number of pages must strictly be adhered to. Any deviation whatsoever from the prescribed format shall considered to be non-compliant.

Proposal Section		Max No of pages
Table of Content (with active links to respective pages)		1
Executive Summary		1
Introduction		1
PART 1: Team & Firm Experience	Section A. Firm Experience.	4
	Section B. Team Experience and Section C. Experts Participation in Firm's assignments	18
PART 2: Technical Proposal		
1.0 Assignment Plan	1.1 Assignment Work Plan	2
	1.2 Team composition	2
	1.3 Modules Delivery Man-days	1
	1.4 On-Site Presence	1
	1.5 Strategy to deliver an Application Programming Interface (API)	1
	1.6 Managing Change Requests	1
	1.7 Stakeholders/system Engagement	1
2.0 Delivering the System Requirements		2
3.0 Using Prototyping		2

4.0 Software Development	4.1 Use of Agile Methodology	1
	4.2 Progress Reporting	1
5.0 Software testing and piloting	5.1 Testing and Debugging	1
	5.2 Piloting Strategy	1
6.0 Training	6.1 Training Plan	1
	6.2 Training tools and Technique	1
7.0 Hosting Specifications	7.1 Assessing and defining specifications.	1
	7.2 Specifications Draft & Layout	1
8.0 System Deployment	8.1 Deployment Strategy	1
	8.2 Business continuity Strategy	1
9.0 System Documentation	9.1 Source Code draft	2
10.0 Support, Maintenance and Upgrades	10.1 Draft Support & Maintenance Plan	2
	10.2 Warranty Period Terms & Conditions	2
	10.3 Incident Resolution Mechanism	2
	10.4 Support & Maintenance Plan	2
11. Innovation and Value Addition		2
ANNEXES	Annex 1: Copies of required notarised certificates	8
	Annex 2: Certificate/Evidence of Completion of assignments	2
TOTAL		70

Notes:

Font type: Calibri (Body)

Font size: 12

Paragraph Spacing: Before - 6pts, After - 6pts, Line Spacing - Single PART 1: Section A. Firm Experience.

The bidder is required to present their Firm experience strictly using the format below for each assignment:

Assignment 1	
Project Aspect	Details
Project/assignment description:	
Organization/Client:	
Description of the Beneficiaries:	
Project/assignment value in USD:	
Absolute project period/assignment start and end dates:	
Technologies (for both hardware and software) used:	
Description of the Payment Component of the assignment:	
Project Management approach/framework used during implementation:	
Software development approach:	
System Deployment approach/strategy (ies) used:	
Change Management approach/strategy (ies) used:	
Warranty, Maintenance and Support provided:	
Security measures integrated in the project at design, development, deployment and maintenance:	
Training tools and techniques used:	
Team composition and skill sets used in the assignment:	

A certified (for independent verification) copy of Certificate of Completion or equivalent (With Assignment value information included).	<i>Attach to the Bid Document and reference as Annex 1</i>
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PART 1: Section B. Team Experience.

The bidder is required to present their Team’s experience strictly using the format below for each expert as listed in the ToR:

Project Manager	
Name:	
Bate of Birth:	
University First Degree:	<i>[Awarded Degree, Awarding Institution]</i>
Month & Year of Graduation:	
Post Graduate Qualification(s):	
Month & Year of Graduation:	
Certification(s):	
Issuing Body:	
Certificate Reference/Number:	
Date of Certification:	<i>[Attach a valid copy of the certificate in the Annexes]</i>
Technical Skills competent in:	
Work Experience (List all previous roles held with the detail as provided below for each role):	<i>[Start Date - End Date, Institution, Role/Position, Brief Role Description, List of projects involved in and role played in those projects]</i>

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 **70 marks or more** out of 100 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 **15 January 2025 on or before (11:00am Tanzania 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, who will address the matters raised. If the matter is not satisfactorily resolved, the complainant is encouraged to write to 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.

TERMS OF REFERENCE

The Design, Development and Deployment of the Fair Competition Commission Information Management System (FIMS)

A. BACKGROUND

The Fair Competition Commission Information Management System (FIMS) is an online Progressive Web Application (PWA) that will support several business processes that are critical for the operation of the institution. FCC's processes are largely manual and inadvertently this has led to a high turnaround time in application processing, low compliance levels, payment reconciliation challenges, inefficient delegation of tasks among others. It is anticipated that automating these services will lead to increased efficiency in processing of applications, high levels of compliance by stakeholders, decrease in indirect costs attributed to lodging applications, better resource utilisation and in general increased satisfaction among FCC's stakeholders. These overarching business processes to be developed include Mergers, Research, and Advocacy Management, Anti-Counterfeits Control Management, Restrictive Trade Practices Management, Users Management, Clients (Applicants) Management, Task Management, Document Management, Notifications Management, Finance and Accounts Management, Procurement Management, ICT Services Management, Public Relations and Communication Management, Risk Assurance and Quality Management System, Commission Management, Internal Audit System, Planning, Budgeting, Monitoring and Evaluation Management, Human Resources and Administration Management, and Asset Management.

The Fair Competition Commission (FCC) is a Public Institution established by virtue of section 62(1) of the Fair Competition Act, No.8 of 2003 (FCA) with the aim of promoting and protecting effective competition in trade and commerce and protecting consumer from unfair and misleading market conduct. The goal is to increase efficiency in the production, distribution and supply of goods and services. Establishment of FCC is a significant step in Tanzania's effort to establish a market driven economy.

TradeMark Africa (TMA) is a leading African Aid-for-Trade organisation, founded in 2010 with the mission to grow intra-African trade and increase Africa's share in global trade, while helping make trade more pro-poor and environmentally sustainable. TMA operates on a not-for-profit basis and is funded by the Bill and Melinda Gates Foundation, Canada, Denmark, the European Union, Finland, France, Ireland, the Mastercard Foundation, the Netherlands, Norway, the United Kingdom, and the United States of America. TMA works closely with regional and continental organisations, national Governments, the private sector, and civil society.

Since its inception, TMA has delivered substantial gains for trade and regional economic integration in East Africa and the Horn of Africa, including a reduction of 16.5% in cargo transit times on the Northern Corridor from Mombasa to Bujumbura, and a reduction of an average of 70% in the time taken to cross selected one stop border posts. TMA works in 14 countries across East and West Africa, Southern Africa, and the Horn.

TMA's headquarters are in Nairobi, Kenya. Offices are in: EAC (East Africa Community) Secretariat - Arusha, Burundi, the Democratic Republic of Congo, Djibouti, Ethiopia, Ghana, Malawi, Rwanda, Somaliland, Tanzania, and Uganda, with operations in Mozambique, South Sudan, and Zambia.

TMA in collaboration with FCC intends to design and develop an Integrated Management System that will automate its processes and operations to improve on efficiency and service delivery to its stakeholders. Bearing this in mind, TMA and FCC has undertaken a thorough analysis of its processes and operations in a bid to redesign and reengineer its system to ensure that ultimately time and costs incurred by its stakeholders are minimised and efficiency is optimised. It goes without saying that a web application not only allows accessibility by FCC and its stakeholder but ensures that by harmonising components of the various facets of the organisation synergies are harmonised for smooth end to end operations and processing leading to improved coordination and cooperation between staff,

stakeholders and similar minded agencies in Tanzania and the region. The core and supporting business processes that will be automated include the following microservices: Mergers, Research, and Advocacy Management, Anti-Counterfeits Control Management, Restrictive Trade Practices Management, Users Management, Clients (Applicants) Management, Task Management, Document Management, Notifications Management, Finance and Accounts Management, Procurement Management, ICT Services Management, Public Relations and Communication Management, Risk Assurance and Quality Management System, Commission Management, Internal Audit System, Planning, Budgeting, Monitoring and Evaluation Management, Human Resources and Administration Management, and Asset Management.

B. OBJECTIVES

Objective 1: Review of Project Requirement Documents

To develop an inception report, workplan and review all the requirements documentations provided and any other that maybe availed to you by the partners.

Purpose:

For the contracted firm to get to understand the business processes, type of automation expected and develop a refined software requirement specification document for the web-based system. After delivery of the prerequisite documentation, the contracted firm is expected to have an overall understanding of the business processes and expectations of FCC.

Objective 2: System wireframes and Mock-ups

To develop wireframes and mock-ups that give a visual representation of the web solution and demonstrate at minimum the basic functionality of the proposed system.

Purpose:

The above shall be used for stakeholder sensitization and assist stakeholders to visualize the requirements, refine them, propose new ideas and capture emerging issues as well as receive feedback on how to improve the system.

Objective 3: System development

To develop a modern, scalable, web-based system using Progressive Web Application (PWA) technology, ensuring that the solution is secure, bandwidth-efficient, and capable of leveraging modern tools such as Artificial Intelligence (AI). The system will be built with a microservices architecture to ensure modularity and scalability, making it adaptable for future upgrades. The development process should utilize open-source, non-proprietary technologies, following framework-based software development practices to expedite the development timeline and maintain flexibility. This approach will ensure that FCC has full ownership of the solution while promoting long-term sustainability.

Purpose:

To deliver a robust, user-centric platform that meets FCC's needs, leveraging modern technologies for performance and scalability. It ensures flexibility, innovation, and alignment with FCC's digital transformation goals.

Objective 4: System Prototype and User Testing

To develop a working system prototype for stakeholders to subject the solution to various tests to ensure that the designed solution fits the purpose and adheres to international best practices and standards.

Purpose:

The purpose of this test is to ensure that the solution functions as per the software requirements specifications.

Objective 5: Change Management

To engage all critical stakeholders at various points of the assignment and conduct various types of trainings (ordinary users, administrators, training of trainers/champions etc.) for all users who shall be using the system. Also, they shall

be required to participate in the development and implementation of the change management strategy; this shall include but not limited to visiting FCC to carryout change management activities.

Purpose:

This will ensure that knowledge transfer is conducted to guarantee effective and optimal use of the solution to non-technical and technical teams. The desired goal is to ensure all users require little supervision from the system champions or the contracted firm and that the technical teams can effectively support the system.

Objective 6: System Piloting, Data migration and deployment

To run the solution on a trial basis on a staging (or test) environment with a limited set of stakeholders to test whether the solution works as intended eventually deploy the final system to a production environment and migrate user data to it.

Purpose:

Piloting will allow for the solution to be tested in both controlled and live environments with the intention of testing various factors such as functionality and correctness, availability, security, usability and accessibility etc.

Objective 7: System Support and Maintenance

To provide full support and maintenance services for a two (2) year warranty period for the solution upon sign-off of the Software License Agreement (SLA).

Purpose:

Support and Maintenance ensures that the system operates consistently at the desired performance and availability levels; it deals with both routine and periodical aspects of maintenance.

Objective 8: Documentation

To thoroughly document all aspects of the project at each stage, ensuring clear commentary on functions, methods, and APIs within the codebase. This will guarantee not only the smooth deployment and operation of the solution in the production environment but also facilitate its scalability, maintainability, and future enhancements by the FCC team.

Purpose:

The purpose of comprehensive documentation is to ensure that every phase of the project is clearly recorded, providing clarity on implementation logic, supporting effective knowledge transfer, and enabling future modifications or scaling of the system. This documentation will serve as a crucial reference for FCC's internal teams and external stakeholders, ensuring continuity and long-term success.

C. SCOPE

General Scope

This assignment will require the contracted firm to review the provided documentations that will support the delivery of this assignment.:

- i) Business Requirements Document
- ii) Software Requirements Specification
- iii) Business Process Report
- iv) System Design Report
- v) Infrastructure Report

It is expected that reviews will take place throughout the lifecycle of the assignment. The above reports will enable the implementation of the system at all stages of the project, that is, from the requirements stage to support & maintenance.

The cost of the project is aligned to the defined scope in this case and should cover all, but not limited to technical fees, statutory fees, associated travels (where applicable), warranty, **support and maintenance (for two (2) years)**. In summary, all cost associated for this assignment will be assumed to be under the scope of this assignment. Refer to the budget section of this ToR for project cost range. It is the responsibility of the contracted firm to ensure there is no omissions of any item that will be required in the design and execution of this assignment before accepting and signing the contract. If so, any additional will be borne by the contracted firm. Also note that, should the final solution not work outlined in the requirements after deployment to the production environment, all costs relating to resolving existing and emerging issue(s) will be borne by the contracted firm.

Specific Scope

Assignment Planning

It is expected that the developed workplan shall constitute multiple mini plans such as needs analysis review and requirements definition review, development, testing, training, piloting, migration and deployment. Each mini plan will highlight the key deliverables, the required resources and other required inputs. The assignment plan will be delivered as one document that will be approved before commencement of the assignment. The workplan shall be updated from time to time based on need and emerging realities though with the approval of the project implementation team (PIT). It should be noted that the role holders are expected to stay onsite as follows for

	Role	Minimum Days Onsite	Minimum Hours Onsite
1	Project Manager	450	3600
2	Business Analyst	250	2000
3	Software Developers	400	3200
4	Database Expert	250	2000
5	System Testers	100	800
6	UX/UI Expert	150	1200
7	System Security Expert	300	2400

Failure to do adhere to the above will result in financial penalties as outlined in the contract.

Microservices

The microservices in the Fair Competition Commission Information Management System (FIMS) are designed to streamline the various operations of FCC, ensuring scalability, modularity, and flexibility. Each microservice is tailored to address a specific functional area, contributing to the overall efficiency of the FCC. Below is a detailed description of the key microservices to be developed.

a) User Management Microservice

Handles user operations such as account creation, authentication, authorization, and session management. It also manages roles, permissions, and audit trails to ensure secure user management and activity tracking.

b) Human Resources and Administration Management Microservice

Manages the organizational structure, employee records, leave management, and the scheme of service. This microservice also oversees job descriptions, salary scales, and employee qualifications.

c) Commission Management Microservice

Facilitates commission-related activities such as managing meetings, legal cases, and decisions. This microservice also supports agenda creation, attendance tracking, and document management for commission operations.

d) Finance and Accounts Microservice

Oversees financial operations including revenue collection, bill payments, loan management, imprest, petty cash, and retirement handling. It ensures accurate financial reporting and tracking.

e) Document Management Microservice

Manages the creation, storage, movement, and vetting of documents. This microservice allows version control, digital signing, and report generation for effective management of FCC's document workflows.

f) Scheduling Management Microservice

Streamlines the scheduling of events, tasks, and reminders for FCC staff. It supports both system-defined and user-defined schedules, ensuring the effective management of appointments and key activities.

g) Task Management Microservice

Manages the lifecycle of tasks, including creation, tracking, collaboration, and budgeting. It helps ensure tasks are aligned with FCC's objectives and provides tools for managing deadlines, dependencies, and quality control.

h) Planning, Budgeting, Monitoring, and Evaluation (PBME) Microservice

Manages strategic planning, budgeting, and performance evaluation to ensure operational alignment with FCC's long-term goals. It monitors activities and tracks progress against organizational targets.

i) Procurement Management Microservice

Facilitates procurement planning, vendor management, and inventory control. This microservice ensures transparency, compliance, and efficiency in FCC's procurement processes.

j) Publication Relations and Communication Microservice

Oversees FCC's public relations and communication efforts, including managing website content, media events, and official reports. It also handles the publication of public registers and other key documents.

k) Internal Audit Microservice

Supports the planning and execution of internal audits to ensure compliance with regulations and improve operational efficiency. It assists in tracking audit engagements, risk identification, and the implementation of recommendations.

l) Risk and Quality Assurance Microservice

Manages organizational risks and quality assurance by tracking potential risks, creating mitigation plans, and ensuring that FCC's operations adhere to set quality standards.

m) ICT Services Microservice

Provides support for ICT resources within FCC, including helpdesk services, ICT equipment management, and library management. It ensures the proper support and maintenance of FCC's technological assets.

n) Asset Management Microservice

Manages FCC's assets throughout their lifecycle, including registration, verification, valuation, and disposal. This microservice ensures optimal asset utilization and proper management of both physical and intangible assets.

o) Applicant Management Microservice

Streamlines the recruitment process, managing applicant data and workflows. It handles everything from applications to complaint management, ensuring efficient handling of recruitment-related activities.

p) Research, Mergers, and Advocacy Control Microservice

Supports research, merger notifications, and public awareness campaigns. It ensures that FCC's activities comply with legal and regulatory requirements, helping to drive advocacy efforts and manage mergers.

q) Restrictive Trade Practices Control Microservice

Handles consumer contracts, complaints, and legal cases related to restrictive trade practices. This microservice ensures the enforcement of fair competition laws and protects market integrity.

r) Anti-Counterfeits Control Microservice

Manages the processes for combating counterfeit goods, including complaint handling, raids, inspections, and compoundment. It ensures the protection of intellectual property rights and supports enforcement activities.

s) Integration/Enterprise Service Bus (GovESB)

The system will be integrated with both internal and external systems using the Government Enterprise Service Bus (GovESB) to ensure smooth data exchange. Key integrations include:

- i) Government Single Sing-in
- ii) Human Capital Management Information System (HCMIS)
- iii) e-Office
- iv) Government Mailing System (GMS)
- v) NeST
- vi) HelpDesk
- vii) PEPMIS
- viii) Business Registration and Licensing Agency (BRELA) System(s)
- ix) Government Asset Management Information System
- x) Tanzania Revenue Authority (TRA) System(s)
- xi) National Identification Authority (NIDA) System(s)
- xii) Tanzania Communication Regulatory Authority (TCRA) System(s)
- xiii) Mfumo wa Ulipaji Serikalini (MUSE)
- xiv) Government Electronic Payment Gateway (GePG)
- xv) Any other system identified during implementation

By utilizing GovESB, FCC will be able to effectively communicate with external systems, promoting collaboration and enhancing service delivery.

Objective 1: Review of requirements

The contracted firm will be required to develop an inception report and a workplan as well as review all requirement documents provided and any other that may be relevant to the delivery of this project. The review of the available material will help the contracted firm understand FCC's business processes and the desired expectation after automation. The purpose of this is to identify and include crucial information that may have been left out in the documentation. The final requirement documentation that will be produced after this exercise is completed MUST be signed off before kick starting the wireframing and coding of the solution.

The requirements gathering and analysis stage will also include documenting of Application Programming Interfaces (APIs) requirements for all the identified integration points. These set of APIs will need to be scoped and documented

together with the respective institutions to ensure that any future integration for information exchange is effectively and efficiently delivered. As this is a critical requirement, it is expected that it shall form part of the refined SRS report. The requirements review stage will also review and elaborate aspects of business intelligence needs and tools that will support data mining and advanced reporting for pre-defined as well as ad hoc parameters. It is expected that the requirements review process will include aspects of establishing mechanisms to support/integrate external notification systems such as SMS, emails etc. in the proposed system. In addition, this stage should also consider aspects of fault identification, tolerance and correction mechanisms to be embedded in the design of the solution.

Objective 2: Wireframes and Mock-ups

The developed wireframe/mock-ups should give an end-to-end simulation with near real look and feel of the system. The wireframes and mock-ups shall be required to encompass all critical features of the system with provision for limited functionalities. Also, it is anticipated that the Agile approach shall be incorporated in the design of the system as users will be required to provide regular feedback to refine the design and function of the system. The development of the system will commence once feedback is collated, incorporated and signed-off by FCC and TMA.

Objective 3: System development

The revised Business Requirements Document (BRD), revised Systems Requirements Specification (SRS) and other requirement documentation will form the crux for developing the solution. The team of developers must adequately acquaint themselves with the documentation and understand the processes involved before commencing development of the solution. As indicated previously, the solution will be developed using open-source technology and follow microservices architecture in its implementation. Additionally, open-source solutions such as Odoo or equivalent are expected to be utilised to expedite the development process. At the end of the assignment, the contracted firm is expected to hand over the unencrypted raw source code and database scripts in its entirety to FCC. All functions or methods in the code must be commented to explain its use, indicate interdependent processes and what it is meant to achieve for the same. It is expected that adequate technical resources will be deployed to ensure that the turnaround time is within the stipulated timelines indicated in the project workplan and adheres to the required standard based on best practices. As far as integration is concerned, it is envisioned that the solution shall be designed in such a way that will allow interoperability of internal and external systems as identified in the SRS.

Objective 4: System Prototype and User Testing

It is expected that in the project workplan, additional mini plan will be developed that will outline all types of system tests that will be conducted in the staging and production environments (as of when the infrastructure will have been delivered, deployed and configured). The tests shall include security tests, stress tests, integration tests (to be conducted during the User Acceptance Tests) tests which MUST be conducted and a report provided against all test scenarios. All critical tests will be signed off before proceeding to the next stage of the assignment. A log of all tests, emerging issues and resolution must be maintained all through the life of the assignment from the time the first tests are conducted to the time when the warranty period expires. Signed reports of the tests highlighted above with minimum of five (5) participants (both internal and external) MUST be provided to FCC and TMA indicating in detail the types of tests carried out and results of each.

Objective 5: Change management (Stakeholder engagement and Training)

It is expected that training materials shall be developed and approved in advance before being used. The training materials shall be in the form of hard copy documents (professionally designed and published), and in soft copy versions, in-built help tools in the solution, how to do videos and step-by-step infographics for critical and common processes. Delivery methodology of these training should be a mix of various modern and innovative techniques that will ensure that optimal results are achieved. A mini-training plan will be detailed in the Assignment Plan. For the stakeholder engagement, all the mini plans in the project plan must clearly highlight the various points in the assignment where various stakeholders will be engaged during the execution of this assignment. It is expected that the contracted firm will bear the cost of logistics for training FCC staff regardless of the number of trainings. In this regard,

it would be advisable for the contracted firm to indicate how many training sessions they would be willing to conduct outside FCC offices before signing of the contract.

Objective 6: Piloting, data migration and deployment of the enhancements

In the project plan, it is expected that the Pilot and Deployment mini plan will detail how the system will be piloted and deployed. Additionally, it is anticipated that the project plan will take into consideration all feedback gathered from the pilot of the system and incorporate the same into the solution; and that the deployment strategies will not disrupt business continuity of FCC. Data migration will ensure that there is adequate historical data to conduct various transaction in the system and make important decisions based on it. Currently, the data to be migrated exists in manual form and mode for carrying out the data migration will be discussed further with FCC. Also, note that data migration needs (especially associated costs) are covered within the set budget limits.

Objective 7: Documentation

At various stages of the project various documents shall be generated and updated from time-to time. The quality of the documentation is expected to be guided by acceptable best practice. The various documents must have the required technical depth and clarity depending on the targeted users.

Objective 8: Support and maintenance

The submitted bid and the workplan will include a Draft Service Level Agreement detailing essential/critical aspects of the proposed SLA. The SLA must take into consideration the minimum support and maintenance period from the day of signoff of the last microservices after go-live shall be two (2) calendar years. Also, in the Draft SLA, it anticipated that the annual cost of support and maintenance after the end of the 2 years' warranty period will not exceed 10% of the original contract value. The warranty services are expected to include system updates / patch releases for aspects that are required to enhance performance, security, use etc. resulting from emerging issues such as new operating systems, databases changes, security threats, industry compliance standards etc. It is worth pointing out, that for purposes of ensuring that utmost integrity is maintained throughout the life of the assignment and beyond, the contracted firm will not conduct any other business with the users of the FIMS as this will lead to conflict of interest and bring the integrity of the system into question. The draft SLA provided during the bid must reflect the actual SLA that will be signed by the contracted firm and FCC (and is for evaluation purposes only). Note that the contracted firm shall still be required to provide an SLA at the end of the assignment for signing by FCC.

D. METHODOLOGY

General principles

The following essential principles will guide the assignment from the onset to completion. It is expected that the overall approach to delivering this assignment will be through consistent consultation and collaboration/partnership. There are different documents that will be generated at various stages of the assignment and must meet best practice in terms of content and quality. It is worth noting that these documentations shall be subjected to review and approval by the FCC and PIT.

Specific Methodologies

Objective 1: Review of requirements documents

Inputs

1. Inception report and workplan
2. Microservices documentation
3. ICT Policy documentation (to be provided by FCC on request)
4. Relevant FCC institution documents such as Standard Operating Procedures
5. Business Requirements Document

6. Software Requirements Specification
7. Business Process Document
8. System Design Document
9. Infrastructure Report

Approach

- Review the documents under the inputs of this objective area.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek clarifications where necessary.
- Document all requirements gathered and undertake needs analysis.
- Update the Business Requirements Document and System Requirements Specifications to ensure all new information is included and gaps filled.
- Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- Consolidate and incorporate reviews/feedback on the reviewed Business Requirements Documents, reviewed System Requirements Specifications, Business Process Document, System Design Document and Infrastructure Report from the identified stakeholders through the established communication channels.

Outputs

1. Revised and approved Business Requirements Document
2. Revised and approved Software Requirements Specification
3. Revised and approved Business Process Document
4. Revised and approved System Design Document
5. Revised and approved Infrastructure Report

Objective 2: System Wireframe and Mock-ups

Inputs

1. All inputs and outputs in objective 1 above.
2. Insights from project team.

Approach

- Review the documents under the inputs of this objective area.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek clarifications where necessary.
- Conduct demos for various users/stakeholders on the prototype to refine the documented requirements.
- Ensure there is consistent consultation and collaboration during the entire life of the assignment.

- Ensure that prototyping activities adhere to the best practices.
- Consolidate and incorporate reviews/feedback on the mock-up from the identified stakeholders through the established communication channels.

Outputs

1. System Wireframes and Mock-ups
2. Stakeholders feedback report

Objective 3: System development

Inputs

All inputs and outputs in objective 2 above.

Findings from research on current technologies and related issues.

Approach

- Review the documents under the inputs of this objective area.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- Develop specific microservices based on the assignment schedule. The solution should be done as per the requirements document, feedback from the prototyping process.
- The source code and its documentation must be submitted in accordance with the client's ICT policies, the project plan and the assignment SLA.
- Ensure there is consistent consultation and collaboration with the designated teams/persons during the entire life of the assignment.
- Ensure that the system development activities adhere to the Quality Management Framework guidelines.
- Consolidate and incorporate reviews/feedback on the system microservices(s) under development from the testing Test Log Matrix from the identified stakeholders through the established communication channels.
- Implement a DevOps or DevSecOps approach, ensuring continuous integration, delivery, and security measures are adhered to throughout the development process.
- Use modern development approaches to ensure that the system is not platform-dependent, and utilizes open-source technologies where possible for flexibility, cost-effectiveness, and adaptability.

Outputs

1. Fully tested and signed off Microservice.
2. Source code (with function/method comments) and database script with its documentation.
3. Final API documentation(s)

Objective 4: System Prototype and User Testing

Inputs

1. All inputs and outputs in objective 3 above.

2. Insights from project team.

3. Types of Tests to be Performed:

- Unit Tests: Focused on testing individual microservices and ensuring that each performs as expected.
- Integration Tests: Ensures that all microservices work together seamlessly and can integrate with external systems like GePG, BRELA, and NIDA.
- Penetration tests: Checks on the vulnerability of the solution will ensure that security controls are robust.
- Performance Tests: Simulating heavy workloads to ensure the system can handle peak traffic and maintain optimal performance.
- Backup and Restoration Tests: Ensuring data recovery and business continuity in case of system failure.

Approach

- Review the documents under the inputs of this objective area
- Hold working sessions with the designated teams/persons as may be required
- Conduct various types of tests as detailed in the work plan
- It is expected that the contracted firm will conduct in-depth in-house tests before subjecting the system to the various user tests
- The contracted firm will develop a Test plan and use cases to be carried out.
- Review test cases incorporated in the Test Plan.
- Update the Test Log Matrix or on equivalent tools used. At the end of all tests, a Test Report must be generated and shared with the team.
- Participate in validation/verifications activities at points deemed necessary during this stage.
- Ensure User Acceptance Testing (UAT) signoffs are done for each microservice. As for interdependent microservices, where signoffs of one microservices is required before proceeding, that condition must also be observed.
- Ensure there is consistent consultation and collaboration between FCC and TMA and its stakeholders during the entire lifecycle of the assignment.
- Consolidate and incorporate feedback from stakeholders on system microservices through the established communication channels.

Outputs

1. System staging environment setup
2. System Prototype
3. User Test Plan
4. User Test cases
5. Updated Test Log Matrix or equivalent
6. Signed-Off UATs
7. Test Report (containing summary of the tests)
8. Consolidated feedback

Objective 5: Change management

Inputs

1. All inputs and outputs in objective 4 above.
2. Insights from project team.

Approach

- Review the documents under the inputs of this objective area.
- Hold onsite working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- Undertake all the required activities in the assignment plan under change management mini plan.
- With the required approvals, update the change management min-plan in the assignment plan.
- Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- Ensure that training for the microservices is conducted according to user designated categories; these include but not limited to end user training, system administrator training, database administration as well as security training.
- At the end of each training cycle, submit a training report detailing how the training transpired and indicate attendance for the same.
- Ensure that change management activities adhere to best practices.
- Consolidate and incorporate reviews/feedback on the change management mini plan from the identified stakeholders through the established communication channels.

Outputs

1. Updated Change Management Plan
2. Training Report(s)

Objective 6: System piloting, Data migration and Deployment

Inputs

1. All inputs and outputs in objective 5 above.
2. Insights from project team.

Approach

- Review the documents under the inputs of this objective area.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- Undertake all the required activities in the assignment plan under change management min-plan.
- With the required approvals, update the change management min-plan in the assignment plan.
- At the end of each training cycle, submit a training report detailing how the training transpired.
- Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- Ensure that piloting, data migration and deployment activities adhere to best practices. In case of bottlenecks, comprehensive plans that include strategies for dealing with data consistency issues must be provided.
- Consolidate and incorporate reviews/feedback on the piloting, data migration and deployment mini plan from the identified stakeholders through the established communication channels.

Outputs

1. System production environment setup
2. Deployed system that is fully functional
3. Updated Change Management Plan
4. Training Report(signed)

Objective 7: Support and maintenance

Inputs

1. Service Level Agreement (SLA) (for review)
2. All inputs and outputs in objectives 1 to 7 above.
3. Insights from project team.

Approach

- Review the documents under the inputs of this objective area.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- Implement the signed off SLA.
- Provide status update monthly and quarterly on support and maintenance activities.

- Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- Ensure that piloting, data migration and deployment activities adhere to best practices.
- Consolidate and incorporate reviews/feedback on support and maintenance from the identified stakeholders through the established communication channels.

Outputs

1. Signed SLA
2. Periodical Report

Objective 8: Documentation

It is expected that documentation will happen consistently all through the life of this assignment. It is important that all development and review of documentation is done considering the following:

- Review various input documentation for each document to be developed.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- Ensure there is consistent consultation and collaboration.
- Ensure that the documentation process adheres to best practices.
- Consolidate and incorporate reviews/feedback from the identified stakeholders through the established communication channels.

Outputs

1. System Documentation
2. Source Codes Documentation
3. API Documentation
4. User and Administrator Manuals
5. Reports
6. Other Objectives Plan and Implementation Reports
7. Any other documentation

E. DELIVERABLES

Based on the scope and methodology detailed above, the below is a summary of key deliverables of this assignment:

1. ***Inception report and Workplan*** – This is basically a schedule of all activities that will guide the execution of the project from inception to ultimately delivering the solution.
2. ***Revised and Approved Business Requirements Document*** – will detail at high level the business process to be automated (it includes As-Is Processes, List of user expectations, gap assessment, highlighting best practices to be adopted for the technical parts of this assignment).

3. **Revised and Approved System Requirements Specifications** – will elaborate functions and features of the solution including details TO-BE Processes, general and user specific functional requirements, constraint requirements, infrastructure requirements, design principles, integration readiness assessment. Include new information and fill gaps.
4. Revised and approved Business Process Document- analyse, and optimize AS-IS while providing a roadmap for implementing TO-BE for FIMS.
5. Revised and approved System Design Document - aims to outline the architecture, components, technologies, and design considerations necessary for the successful development and implementation of FIMS.
6. Revised and approved Infrastructure Report: elaborates the ICT equipment and peripherals identified that require procuring to enable FIMS accessibility and availability of FIMS.
7. **Monthly Reports - Monthly** progress reports highlighting the activities that were completed that month and plan for the subsequent month.
8. **API Document** - detailed workflow, endpoints and parameters for internal and external integration to financial systems, bank systems, payment gateways and any other that is identified by the partner in compliance with e-government integration standards and guidelines.
9. **System Prototype** – end to end system microservices prototypes that gives the look and feel of the core functions of the solution.
10. **Fully tested and signed off microservices** – these are functional microservices that have been reviewed and approved by the users as having met their desired requirements.
11. **Source code with its documentation** – this is the raw unencrypted source code, database script and documentation for the solution as indicated the solution must be open source and non-proprietary.
12. **System architecture and Database schema documentation** – These are documents that illustrate structural system and architectural design and database schema.
13. **Test Log Matrix or equivalent** – this will be a living document that will be continuously updated and monitored based on the various microservices and system tests conducted.
14. **Signed-Off UAT Reports** – this will be done at the end of each microservices. It will be signed off once all aspects raised in the Test Log Matrix have been addressed for the respective microservices.
15. **Staging environment** – *the system environment for testing the prototype system*
16. **User Acceptance Test Report** – at the end of the tests, a summary report of the test exercises will be compiled and submitted for future reference.
17. **Production environment** – *the final environment for hosting the signed off system*
18. **Training Reports** – at the end of training exercise a summary of the training exercise conduct will be compiled for future reference and will contain the details of who, where when and how they were conducted and the outcome of the same. This document will be drafted in line with the Change management plan and will be progressively developed as trainings are conducted.
19. **Signed Off Support and Maintenance SLA** (documentation and actual activities) – This Agreement will detail the Terms and Conditions on what and how support and maintenance will be conducted during the 2 years period from commissioning date. The document will detail all obligations of both the contracted firm and FCC. It will also have, among others, incident resolution mechanism, escalation matrix etc. The SLA will also clearly stipulate exclusions and how they should be dealt with in case of occurrence. All possible risks that may hinder 99.7% availability of the facilities will have to be documented with clear mitigation measures. Completed Support and

Maintenance activities as per the SLA. These include day-to-day support as well as scheduled/on-demand maintenance activities.

F. QUALIFICATIONS

The below resource title MUST be used as indicated any changes will be deemed that the role has not been included.

Resource titles	Role	No. required	Bachelor's Degree	Years of general experience	Years of experience in specialized skills	Certification	Participation in similar assignments as per the provided Terms of Reference
Project Manager	This person will have the overall responsibility of delivery the assignment. The person will be the contact person the project team will deal with during the life of the assignment.	1	Bachelor's degree in business / computer science / Information Technology / Information Systems or equivalent	7	5 years' experience managing Information Systems and project management for the deployment of computer systems.	PMP or PRINCE 2	At least 3 assignments completed in the last 6 years
Business Analyst(s)	The Business analyst will be responsible for the delivery of <i>Objective 1: Requirements review and documentation</i> and ensuring that the outputs of this objective are integrated and used in the other objective areas.	1	Bachelor's degree in business / computer science / Information Technology / Information Systems or equivalent	7	5 years' experience in Information Systems (requirements gathering, analysis and documentation) especially in deploying GPS based solutions.	IIBA CBAP, PMI-PBA or equivalent	At least 3 assignments completed in the last 6 years

Resource titles	Role	No. required	Bachelor's Degree	Years of general experience	Years of experience in specialized skills	Certification	Participation in similar assignments as per the provided Terms of Reference
UX/UI Expert	The UX/UI role will be responsible for designing the user interface for the solution.	1	Bachelor's degree in business / computer science / Information Technology / Information Systems or equivalent		5 years' experience in User interface and experience design.		At least 3 assignments completed in the last 6 years
Tester(s)	Testers will develop, update and execute test plans, test case etc. They will conduct in-house and user testing.	At least 2	As above	5	5 years' experience in carrying out system tests for various web applications	ISTQB or equivalent	At least 3 assignments completed in the last 6 years
Database Expert(s)	This role will design and update the system databases. They will also develop and execute data migration strategies.	At least 1	As above	5	4 years' experience in database design and administration.	Database design/administration Certification	At least 3 assignments completed in the last 6 years
Software Developer(s)	Program the solution.	At least 4	As above	5	5 years' experience Developing tailor made web based and mobile applications		At least 3 assignments completed in the last 7 years

Resource titles	Role	No. required	Bachelor's Degree	Years of general experience	Years of experience in specialized skills	Certification	Participation in similar assignments as per the provided Terms of Reference
Security Expert	Integrate security aspects and test the system for vulnerabilities	At least 1	As above	5	5 years' experience working with enhancing security for systems (windows and web)	CISM, CISSP or equivalent	At least 3 assignments completed in the last 6 years

Important Notes:

1. All experts should have at least 3 years of experience working with DevOps or DevSecOps and microservices architecture projects.
2. A Project Manager (who is the Team Leader) shall oversee the implementation of the above project throughout its lifecycle.
3. Copies of original certificates for degrees and professional certificates MUST be provided. If this is not shared, it shall be assumed that the proposed expert does not possess the degree or professional certificate. For professional certificates, only valid (not expired) will be considered as genuine. Checks will be done with the respective institution’s repositories.
4. The proposed experts indicated in the Technical Proposal will be the team to execute the project. If the team intends to change any of the experts during the execution of the project, then this must be brought to the attention of TMA and FCC. TMA and FCC will have to jointly agree to the change of the expert in advance before it is affected. The qualification for the expert MUST be equal or better than the expert being replaced.
5. Each firm’s and expert experience & qualification MUST be presented in a standard format provided in the annex.
6. The Project team MUST be based and reside in Tanzania throughout the lifecycle of the project
7. The number of missions that are to be carried outside FCC premises will have to be stated and agreed upon by TMA in advance otherwise the cost will be borne by the contracted firm.

G. TIMEFRAME

The system shall be designed, developed and deployed within a period of twenty-four (24) months. Maintenance and support shall be provided for twenty-four (24) months or two (2) years after sign-off of both the last microservice and SLA.

Core Microservices	
1.	Mergers, Research, and Advocacy Management
2.	Anti-Counterfeits Control Management
3.	Restrictive Trade Practices Management
4.	Users Management
5.	Clients (Applicants) Management
6.	Task Management
7.	Document Management

8.	Notifications Management
9.	Finance and Accounts Management
10.	Commission Management
11.	Human Resources and Administration Management
Supporting Microservices	
1.	Procurement Management
2.	ICT Services Management
3.	Public Relations and Communication Management
4.	Risk Assurance and Quality Management System
5.	Internal Audit System
6.	Planning, Budgeting, Monitoring and Evaluation Management
7.	Asset Management

	Activities	Duration (Months)															
		1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	16-17	18-19	20-21	22-23	24-25	25-48		
STAGE 1	Project Initiation Setup and Core Microservices Development																
Inception report, workplan validation and Documentation Review	<ul style="list-style-type: none"> Completion of the inception report and project work plan. Detailed review of existing documents including Business Requirement Document, Business Processes Document, Software Requirements Specifications, System Design Documents and Infrastructure Report. 																
Core Microservices Development	<ul style="list-style-type: none"> Development of core microservices like Research, Mergers, and Advocacy Services. See table above for clarification. Integration with identified systems both internal and external like BRELA and NIDA. 																
Testing and Feedback Integration	<ul style="list-style-type: none"> Conduct initial unit and integration tests. Agile development 																
STAGE 2	Supporting Services and System Integration																
Development of Supporting Services	<ul style="list-style-type: none"> Development for supporting services like Record Management and Planning. Review the table above for the full list of supporting services. 																

	<ul style="list-style-type: none"> Continue integration and start developing the training materials for all microservices 																	
Comprehensive Testing and Change management	<ul style="list-style-type: none"> Comprehensive user acceptance tests (UAT) of supporting microservices Additional tests for security, performance etc Signoffs for all microservices Training for FIMS Champions Training for selected stakeholders 																	
STAGE 3	Training, Piloting, and System Optimisation																	
System Piloting and Advanced Training	<ul style="list-style-type: none"> Deploy the system in a staging environment for piloting. Conduct FIMS pilot and collect feedback 																	
System Optimization and Pre-Deployment Preparations	<ul style="list-style-type: none"> Incorporate all feedback and optimize system Finalize all user manuals and training materials. 																	
STAGE 4	FIMS Deployment and Post-Deployment																	
System Deployment and Data migration	<ul style="list-style-type: none"> FIMS deployment to production environment. Complete comprehensive data migration 																	
FIMS Optimisation and Continuous Improvement	<ul style="list-style-type: none"> Continuous system optimisation after deployment 																	

H. REPORTING AND COORDINATION

The contracted firm will work with the Project Implementation Team (PIT) on the day-to-day operations of the project. For institutional level co-ordination the following will apply:

1. FCC - designated Project Lead
2. TMA - Project Leader, Digital Trade Systems
3. Consultant - designated Project Manager

Note that the **FCC's Dar es salaam Office** is the designated project's implementation location.

If the contracted party is a consortium, the designated principal party will act as the focal point for all engagements in line with tender guidelines. It will also be required that all the parties in the consortium will have their responsibilities and liabilities clearly defined. Also, a clear dispute resolution mechanism between the parties in the consortium is provided (with the intention of avoiding delays or disruptions of delivering the assignment).

I. RECIPIENTS

The recipients are

1. Fair Competition Commission
2. TradeMark Africa

J. BUDGET

It is anticipated that the cost for undertaking of the above assignment will range between USD390,000 and USD440,000 inclusive of all applicable taxes.

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

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

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 (insert the time period)	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}

Name of Expert

Signature

Date

{Day/month/year}

Name of authorized representative
of the consultant (*the same one who signs the Proposal*)

Signature

Date

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.]

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

ANNEX 5 – TEAM COMPOSITION

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in your technical proposal.

Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided.

C - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal, as applicable.]

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 SCHEDULE¹

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

N																			

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart

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)

ANNEX 5: FINANCIAL PROPOSAL PRO - FORMA TEMPLATES

Pro- forma 1

TENDER FOR: _____ *(Insert tender title)*

TENDER NUMBER: _____ *(Insert tender reference number)*

MILESTONE PAYMENTS PROPOSAL

The amount to be paid for the completion of the services is fixed at USD

Payment will be made either:

- a) as a lump sum on completion of the services or
- b) at relevant points throughout the contract period as detailed below

CRITERIA FOR PAYMENT	AMOUNT OF PAYMENT (\$)
TOTAL	\$

Pro forma 2

TENDER FOR: _____ *(Insert tender title)*

TENDER NUMBER: _____ *(Insert tender reference number)*

PROPOSAL BREAKDOWN - PERSONNEL INPUTS AND FEE RATES

NAME	COUNTRY <i>(PLEASE SPECIFY)</i>	NO DAYS	DAILY FEE RATE (\$)	COST (\$)

Long Term*				
Short Term				
TOTAL FEES				\$

*** 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 (\$)
FARES	International			
	Domestic			
	Other Travel Costs			
	Sub Total			\$
DAILY LIVING COSTS (state country) *Long Term				
	*Short Term			
	Sub Total			\$
EQUIPMENT* Items Purchased/Rented (Including vehicles)				
	Sub Total			\$
Any other expenses (please list)				
	Sub Total			\$
TOTAL PROJECT EXPENSES: (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 \$)
Sub-total (exclusive of taxes)	\$
Taxation amount <i>(include all applicable taxes (e.g., Value Added Tax, Withholding Tax etc) in separate rows</i>	\$
TOTAL (inclusive of taxes)	\$

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: **JOE NAMWAYA**
Position: **HEAD OF PROCUREMENT**
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 **Tanzania** 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 **Tanzania** but in the event of a conflict between Tanzania laws and any other Law, then the laws of **Tanzania** 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

Deliverable	% of Deliverable to be Paid (USD)	Total Contract Amount (USD)
TOTAL		

2. Invoicing instructions

After approval by the recipient, invoices should be sent to 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/ 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

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