

**BIDDING DOCUMENT FOR THE PROCUREMENT
OF FEE COLLECTION MANAGEMENT SYSTEM
(FCMS)**

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Section 1. Instructions to Bidders

Definitions

- (a) “Client/Procuring Entity” means the agency with which the selected Bidder signs the Contract for the Services.
- (b) “Bidder” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the agreement between the procuring entity and the successful bidder.
- (d) “Data Sheet” means such part of the Instructions to Bidders used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day including holidays unless provided otherwise.
- (f) “Government” means the Government of the Republic of Rwanda.
- (g) “Instructions to Bidders” (Section 2 of the RFP) means the document which provides short listed Bidders with all information needed to prepare their Proposals.
- (h) “Personnel” means professionals and support staff provided by the Bidder or by any Sub-Bidder and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Bidders, based on the Standard Request for Proposals.
- (k) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (l) “Services” means the work to be performed by the Bidder pursuant to the Contract.
- (m) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.

1. Introduction

- 1.1. The Client named in the Data Sheet will select a consulting Bidder/organization (the Bidder) in accordance with the method of selection specified in the Data Sheet.
- 1.2. The short-listed Bidders are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the

assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected bidder.

- 1.3. The Client will timely provide at no cost to the Bidder the inputs and facilities specified in the Data Sheet, assist the Bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.4. Bidder shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client 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 Bidder.

Conflict of Interest

- 1.5. Rwanda Public Procurement policy requires that Bidders provide professional, objective, and impartial advice and at all times hold the Client's interests' paramount, strictly avoid conflicts with other assignments or their own corporate interests, act without any consideration for future work and in accordance with the law on public procurement as completed and modified to date.
- 1.6.1 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- i) A Bidder that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Bidder hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the Bidder's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- ii) A Bidder (including its Personnel and Sub-Bidders) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder to be executed for the same or for another Client. For example, a Bidder hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Bidder assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Bidder hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- iii) A Bidder (including its Personnel and Sub-Bidders) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract.
- 1.6.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.
- 1.6.3 No current employees of the Client shall work as Bidders in government ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.

Unfair Advantage

- 1.6.4 If a short-listed Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all short-listed Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

Fraud and Corruption

- 1.7 The Rwanda public procurement regulations require that all procuring entities, as well as Bidders participating public procurement adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Rwanda public procurement laws and regulations:
- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) **corrupt practices**: offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a civil servant or government entity;
 - (ii) **Fraudulent practices**: any legal violation, including acts of deliberate misrepresentation, intentional recklessness, misleading or attempting to mislead a civil servant to obtain financial or other benefit;
 - (iii) **“collusive practices”**: an arrangement between two or more parties designed to achieve an illegal purpose, including influencing improperly the acts of another party or the civil servant;
 - (iv) **“coercive practices”** means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance
 - (v) **“Obstructive practices”**: destroying, falsifying, altering or concealing of material evidence to the investigation or making false statements to investigators deliberately in order to materially impede investigation into allegations of a corrupt, coercive or collusive practice; and threatening, harassing or intimidating any party to prevent it from disclosing

its information about matters relevant to the investigation or from pursuing the investigation;

- (b) require rejection of a proposal for award if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) require sanctions to a Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded any contract if at any time it is determined that the Bidder has, directly through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract; and
- (d) gives the right to require that, a provision be included requiring Bidders to permit the procuring entity to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by client.

1.8 Bidders, their Sub-Bidders, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the above para. 1.7.

Single Proposal

1.9 Short-listed Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Bidder, including individual experts, to more than one proposal.

Proposal Validity

1.10 The Data Sheet indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall certify that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.

2. Clarification and Amendment of RFP Documents

2.1. Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders

and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1. The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Bidders and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2. In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3. While preparing the Technical Proposal, Bidders must give particular attention to the following:
 - (a) If a short-listed Bidder considers that it may enhance its expertise for the assignment by associating with other Bidders in a joint venture or sub-consultancy, it may associate with either (a) non-short-listed Bidder(s), or (b) short-listed Bidders if so indicated in the Data Sheet. In case of association with non-short-listed Bidder(s), the short-listed Bidder shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Bidders.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

- (d) Documents to be issued by the Bidders as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Bidder will be submitted shall govern for the purpose of interpretation. It is desirable that the Bidder's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

- 3.4. Depending on the nature of the assignment, Bidders are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the

description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Bidders' organization and an outline of recent experience of the Bidders and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Bidders/ Professional staff who participated, duration of the assignment, contract amount, and Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the Client as a corporation or as one of the major Bidders within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting Bidders cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of about 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

- 3.6. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Bidders' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

- 3.7. The Bidder may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Bidder is subject to payment of any local taxes.
4. 3.8. Bidders may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Bidders to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

5. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Bidders **shall initial all pages** of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "**ORIGINAL**".
- 4.3 The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, **the original governs**.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PUBLIC**". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not

submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

6. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals for Quality Based Selection (QBS)

Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Bidder is invited to negotiate its proposal and the Contract in accordance with the instructions given under clause 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

- 5.3 After the technical evaluation is completed, the Client shall inform the Bidders who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Bidders that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall not be sooner than seven days after the notification date. The notification may be done by hand with acknowledgement of receipt or be sent by registered letter, cable, telex, facsimile.
- 5.4 Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidders and the technical scores of the Bidders shall be read aloud. The Financial Proposal of the Bidders who met the minimum qualifying mark will then be inspected to certify that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Bidders' attendance at the opening of Financial Proposals is optional.

- 5.5 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.6 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Bidder achieving the highest combined technical and financial score will be invited for negotiations.
- 5.7 In the case of Fixed-Budget Selection, the Client will select the Bidder that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected Bidder is invited for negotiations.

7. Negotiations

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Bidder will, as a pre-requisite for attendance at the negotiations, certify availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Bidder to improve the Terms of Reference. The Client and the Bidders will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Bidder.

Financial negotiations

- 6.3 If applicable, it is the responsibility of the Bidder, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Bidder under the Contract. The financial negotiations will include a clarification (if any) of the Bidder's tax liability

in the Republic of Rwanda, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Bidders will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts

- 6.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

- 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Bidder will initial the agreed Contract. If negotiations fail, the Client will invite the Bidder whose Proposal received the second highest score to negotiate a Contract.

8. Award of Contract

- 7.1 After completing negotiations, the Client shall award the Contract to the best selected Bidder, and promptly notify all Bidders who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Bidders.
- 7.2 The Bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.

9. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the sanctions under the law on public procurement.

Section: 2: Instructions to Bidders, Data Sheet

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

Paragraph Reference	
1.1	Procuring Entity: NGALI HOLDINGS LTD
1.2 (a)	Financial Proposal to be submitted together with Technical proposal.
1.2 (b)	Name of the Assignment: Procurement of Fee Collection Management System
1.3	A pre-proposal conference will be held: N/A
1.11	Proposals must remain valid for 120 days after the submission date.
2.1	Clarifications may be requested not later than three (03) working days before the submission date. The address for requesting clarifications is: Ngali Holdings Bodifa Mercy House, 7th floor, Kimihurura, Gasabo, Kigali-Rwanda e-mail: dan.ngoga@ngali.com
3.1	Proposals shall be submitted in ENGLISH

3.3 (a)	Short-listed Bidders may associate with other short-listed Bidders: N/A
3.4(a)	The format of the Technical Proposal to be submitted is: Simplified Technical Proposal (STP).
3.4 (b)	Training is a specific component of this assignment: YES
3.6	The Bidder shall submit the following mandatory documents in their technical proposals: <ul style="list-style-type: none"> a) Copy of company registration certificate (Certificate of incorporation) b) A copy notified of tax clearance from RSSB c) A copy of tax clearance from Rwanda Revenue authority d) Proof of purchase of tender document, to be made on account of Ngali Holdings in Equity Bank 4003200206261 the cost is 10 000frw e) A letter of commitment to provide services and within the agreed period
3.7	Amounts payable by the Client to the Bidder under the contract to be subject to local taxation: YES ✓ _____/NO _____
3.8	Bidders to state local cost in the national currency: YES ✓ ___/NO ___
4.3	Bidders must submit the original copy and _01_ copy of both the Technical Proposal and Financial Proposal.
4.5	Bids shall be received to Ngali Holdings Ltd Bodifa Mercy House, 7th floor, Kimihurura, Gasabo, Kigali-Rwanda, not later than Date: 28/03/2022 Hour: 10:00am
4.5(a)	Hour: 10:00am
4.5 (b)	Bid Opening shall take place the same day of submission at 10:10am. Any proposal received by the Client after the deadline for submission shall be returned unopened.
5.2	Criteria for the qualification in evaluation of Technical Proposals are: <ul style="list-style-type: none"> 1° Firms, capacity and experience in terms of system design and development for at least two years 3° Firm having successfully conducted at least Five (5) similar project in terms of system design and development with proven track records/completion certificates 4° Quality of the methodology proposed 5° Time line for the commencement of System after signing a contract

5.6	The single currency for price conversions is: Rwandan Francs The source of official selling rates is: BNR The date of exchange rates is: Date of opening of the Financial Proposals
6.0	Local preference: 10%
6.1	Address for contract negotiations: Ngali Holdings Bodifa Mercy House, 7th floor, Kimihurura, Gasabo, Kigali-Rwanda e-mail: dan.ngoga@ngali.com
7.2	Expected date for commencement of the services : [<i>Insert date</i>] at [<i>Insert location</i>]:

Section 3: Returnable proposal schedule Forms

PROPOSAL FORM

To: [name and address of Purchaser]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
(if none, state “none”)		

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We certify/confirm that we comply with the eligibility requirements of the bidding documents.

Dated this _____ day of _____ 19____.

Section 4. Terms of Reference

1. Background information

Decentralized Fees Collection (DFC) is a project that was contracted to Ngali Holdings Ltd to collect 25 types of decentralized fees and 1 type of Tax across the entire country. Ngali Holdings Ltd wish to have a Fees Collection Management System which will be used to replace manual Fees collection that is currently used. using manual process paper based solution, Ngali Holdings Collects on average 14.8 Billion Rwandan francs with an estimation of 3 Million transactions, and Ngali earns 10% of the amount collected before tax deductions

Ngali Holdings Ltd understands the important role that technology can play in transforming operations of the Fees Collection and improving service delivery. It is in this

regard that Ngali Holdings therefore is seeking for any interested and capable service provider to provide a technological solution to be used as Service which will increase efficiency and enhance revenue collection.

2. General Objective

The main objective for Fees Collection Management System (FCMS) is to source a comprehensive and integrated information system to provide support in the management of administrative, operational and strategic fields of fees collection as a result of the Ngali Holdings Ltd that was contracted to Ngali by RRA to collect 25 different decentralized fees across the entire country.

The system should be in place, and ready to be customized complying with mentioned requirements provided and it will be used as service. (SAAS), the system should use USSD, Mobile Application, Web Based Application.

3. Specific Objective

The FCMS must be in position to eliminate the usage of receipt books that's to say from manual and paper based solution to an Electronic fees collection System that can manage fees collection and electronic payments for fee payers in all districts of the country and also solve other DFC operational changeless like frauds and forgery etc.
System monitoring of field staff

By use of GPS technology, the system must be in position to locate all the Ngali field staff working on the DFC project at any given time.

- o Mapping of all revenue collection sites- Markets, quarries, plots, businesses, public parks, cemeteries outdoor advertisements, communication towers and others.
- o Create a general database of all types of fees both mobilization and outsourced fees that can be used in data analytics and projections.
- o Provide real time visibility on all types of fees to stakeholders, which can improve operational efficiency.
- o Different analytical reports: User shall be able to view reports:
 - Per period (day, week, month)
 - Per Fee category

- Per location (Region, District, sector, cell and village,)
- Per Collector
- Per payer
- Deployment status

4. System requirements

- ✓ FCMS must be hosted primarily (and solely) in Rwanda with redundancy servers in place to be used during runtime for backup, load balancing or in the event that a primary server has to be halted for maintenance purposes;
- ✓ FCMS must work with local ISPs to ensure the availability of the FCMS to all citizens wherever they are at any time;
- ✓ FCMS must have a highly skilled team of local developers and business analysts to support and train Ngali IT Team and end users on the FCMS development and its usage;
- ✓ The framework used to develop the FCMS must be open and updatable to adapt to technology changes over the contract duration of operation. It must run on all current available hardware devices including mobile device available on the market and shall be compatible with future hardware devices;
- ✓ FCMS portal must be compatible with all internet browsers;
- ✓ FCMS must be able to provide notifications using e-mail and SMS;
- ✓ FCMS must provide or send alerts when the configured parameters are not met;
- ✓ FCMS must be able to integrate with local payments platform including (but not limited to) Airtel Money, MTN Mobile Money, Banks, etc..
- ✓ The Firm must share with Ngali the framework expected to be used to integrate with existing RRA LGT System and future back office systems within various Ngali Holdings Ltd, Ngali shall verify compliance with the GoR ICT policy procedures.
- ✓ A comprehensive training plan and materials on the framework used must be prepared and submitted to Ngali Holdings Ltd. The training plan shall facilitate Ngali Holdings Ltd to build capacity of DFC field staff.
- ✓ FCMS must keep an audit trail that stores login details of whoever logged into the system, time, geographical location, and IP address (and MAC address where necessary) of device used;

- ✓ FCMS must block the account if a user attempts more than 3 times with incorrect credentials and operator must notify the concerned user immediately by SMS.
- ✓ FCMS must provide a dashboard for all services offered with important statistics including (but not limited to) completed transactions per day, week, month, year, etc and pending requests for services, paid, not paid and failed declaration etc;
- ✓ Payment or login information must be heavily encrypted for transmission over the Internet;
- ✓ Privacy enforcement for the users accessing the services and backend systems through the portal.
- ✓ FCMS must check that the user has necessary credentials to access the requested operation according to privacy policies.
- ✓ System Architecture and functions: Well detailed documentation of system architecture, design and functions to be provided for every service/phase completion
- ✓ Use of intrinsic security provided to ensure maximum integrity, confidentiality, availability and Non-repudiation.
- ✓ FCMS must integrate with all exiting backend systems, and compatible with existing future technologies.
- ✓ FCMS Must be free from all bugs related to wrong and/or poor coding practices, poor design, buggy-third party tools.
- ✓ FCMS must be developed using industry standard development tools, which can be supported by local expertise.
- ✓ FCMS must be based on a system of unique identifiers, preventing the creation of duplicates, but issuing warnings if users try to do so,
- ✓ FCMS must accommodate a large number possible of co-current users of about with immediate response time,
- ✓ FCMS must have the ability to track records through time, maintaining historical records and time stamps, including taxpayer identification details
- ✓ FCMS must be easily scale-able to cater for peak processing volumes
- ✓ The history of changes, time stamp and the author of change must be recorded, without over-writing

- ✓ FCMS must be fully documented including: user's manual, installation guides, administration manuals and other documents in two official languages (Kinyarwanda and English)
- ✓ FCMS must facilitate attachments- Users must be able to attach files such as word, excel, pictures or pdf documents.
- ✓ FCMS must be protected against unauthorized persons, viruses, worms and software intruders with end to end data encryption to avoid middle-man attackers,
- ✓ The system must be developed to run both on android smart phones and web-based version
- ✓ The developer must be ready to roll the same solution on a USSD platform,
- ✓ Integration with other systems, including current RRA System(LGT) for proper reporting and financials.
- ✓ Considering that the required system is new to both Ngali Holdings Ltd and the service provider, where by customization and fine turning shall be required in order to achieve a good working model, during the system development phases any change of requirement shall not be considered as additional work and hence no additional cost shall be charged.
- ✓ Ngali Holdings Ltd anticipates the FCMS is designed with a Tier-based approach with front-end, middleware and backend database. Ngali Holdings Ltd would like to request details of the entire system with all the design diagram, based on both functional and non-functional specifications. The Service Provider design documents expected at the level of system or components include:
 - o Static structure (e.g., components, interfaces, dependencies);
 - o Dynamic behaviour of how components interact (Front-end Middleware and Backend database);
 - o Data models or external interfaces (external to the system/component described in the document);
 - o Deployment considerations (e.g., runtime requirements, third-party components);
 - o Signature of an interface, including all data types/structures required (input data types, output data types, exceptions);

- o Physical data models including attributes and types of each entity/data type
 - o Security/Privacy – how data fed into the system will be kept secure either in transit (Network level) or in storage (Database security)
 - o Constraints and Limitations – of the said system
 - o Provide a high-level overview of the application partitioned into sections for users, user-developers/managers and developers
 - o High-level description of how the software works; Design rationale – why it does it the way it does.
 - o Diagrams; architectural overview diagram, Logical diagrams, Data flow with diagrams from front end to database design.
 - o Support strategy: onsite and offsite support,
 - o Risk mitigation policies in case of system failure, super user training and support strategy
 - o Interoperability - the ability of FCMS to be Integrated with other systems or products without a high special technical skills and effort on the part of Ngali Holdings
 - o The ability of the FCMS (hardware or software) to continue to function well as it (or its context) is changed in size or volume in order to meet Ngali/DFC needs
- ✓ How Service Provider intends to do and certify the following tests:
- o **Quality Assurance:** Provide Test Plan and User Acceptance Plan. The documents must contain the steps and procedures required to systematically test all functionalities of the FCMS on different Platforms in accordance with functional specifications
 - o **System Integration Test:** In addition to conducting internal functional testing, Service Provider must provide details of how they intend to conduct integration testing with the external services (e.g. payment gateway, FCMS database, based on the System Test Plan. Similarly, how they intend to fix any bugs/issues identified/discovered.

- o **User Acceptance Test:** How Service Provider intends to conduct UAT, with detailed testing technics and acceptance criteria, probably on the UAT servers – if any, and how Service Provider intends to rectify any errors discovered and those uncovered.
- o **Security and Performance Tests:** Service Provider must provide a set of tools at its disposal to run a set of security tests and performance tests on the system before it goes live. If there are issues in the hardware and software, Service Provider must also provide an approach to use in fixing/resolving them accordingly.
- o **FCM System Installation and Deployment:** Service Provider to provide details of how the system is installed (Hardware and Software), details of the configurations, what kind of power and cooling requirements of each hardware device or component like servers, switches routers, racks, firewalls, etc. Service Provider must provide Hardware System configuration document. Service Provider must also provide SSL certificates, type of anti-virus and virtualization (if any). The aforementioned tests must be carried out prior to launch.
- ✓ **Implementation Schedule/Plan:** How does Service Provider intend to implement the system? They must provide a project plan, with timeline, tasks to be performed and deliverables expected including data gathering, data entry, executions, and further development to enhance the System, training of end users, system tests, launching, etc.

5. Firm Profile

The specific firm to conduct the assignment will need to have extensive experience in systems design & development.

The minimum consultant firm's requirements include:

Having successfully performed at least three (5) similar projects in terms of systems design & development. Bidders shall provide references from clients, portfolio of the similar services and a description how the bidder maintained quality and sustainability in the similar contracts.

At least two years of experience in systems design and development, payments gateway integrations. Proven track record of completed works.

6. Disaster Management and Recovery

The supplier shall provide disaster management, backups, monitoring and planning.

The supplier shall perform regular data and system backups, periodic batch processing, disaster recovery processes and capacity monitoring and planning.

The supplier shall facilitate business continuity and recovery services, and shall provide and implement a disaster recovery plan that will allow the Ngali resume normal processing operations with a maximum of one hour of disruption, in case of any of loss or damage of the system.

7. Financial Evaluation Criteria

Financial evaluation will be based on flat fee charged per successful transaction or quoted in percentage on amount collected through FCMS.