TENDER FOR THE PROVISION OF ICT GOVERNANCE FRAMEWORK

AFRICAN INSTITUTE FOR MATHEMATICAL SCIENCES – THE NEXT EINSTEIN INITIATIVE

TENDER No AIMS/PIMS/03/ITGOV/16/07

Closing Date: September 23rd, 2016

JULY 28, 2016
July 28, 2016

Dear Contractor/Vendor:

The African Institute for Mathematical Sciences, Next Einstein Initiative (AIMS-NEI), is seeking proposals from ICT Consultant firms to develop and implement a comprehensive sector ICT Governance and strategic framework compliance with Cobit 5 to align to the new AIMS Governance and strategic framework.

Please submit your proposal via email by 5.00 p.m. Central African Time (CAT), Friday September 23rd 2016, to:

- The Procurement Panel
- African Institute for Mathematical Sciences - Next Einstein Initiative,
- Email ID: procurementpanel@nexteinstein.org

For any questions regarding how to submit your proposal, kindly send an email to the Project Manager: procurementpanel@nexteinstein.org.

Kindly note that costs incurred by you in preparing and submitting the proposal will not be reimbursed.

We look forward to your response.

Yours sincerely,

Dorothy Nyambi (Dr),
Executive Vice-President, AIMS Global Secretariat
Contents

PART A: Terms of Reference .................................................................................................................. 5

PURPOSE ............................................................................................................................................. 5

CONTRACT PERIOD............................................................................................................................. 5

1. BACKGROUND & CONTEXT ............................................................................................................. 5

2. SCOPE OF WORK ............................................................................................................................... 6
   i. Objective of the service .................................................................................................................... 6

3. PROPOSAL REQUIREMENTS ........................................................................................................... 7
   i. General Requirements .................................................................................................................. 7
   ii. Special Requirements .................................................................................................................. 7
   iii. Technical Requirements ............................................................................................................ 8

4. GENERAL TERMS AND CONDITIONS ......................................................................................... 8
   i. Audit: ........................................................................................................................................... 8
   ii. Availability of Funds: ................................................................................................................ 8
   iii. Cancellation Of Contract .......................................................................................................... 8
   iv. Notices ....................................................................................................................................... 8
   v. Proposal Acceptance Period ...................................................................................................... 8
   vi. Contractor Responsibilities ....................................................................................................... 8
   vii. Proposal Prices ........................................................................................................................ 8
   viii. Quantities ................................................................................................................................. 8
   ix. Renewal of Contract .................................................................................................................. 8
   x. Right To Select Project Personnel ............................................................................................. 8
   xi. Right To Remove Project Personnel ........................................................................................ 9
   xii. Subcontracts ............................................................................................................................ 9
   xiii. Advertising ............................................................................................................................... 9
   xiv. Certification Testing And Acceptance ....................................................................................... 9
   xv. Several Liability ........................................................................................................................ 9
   xvi. Rights and License in and to Customer and End User Data ..................................................... 9
   xvii. Data Privacy ........................................................................................................................... 9
   xviii. Pricing .................................................................................................................................. 10
   xix. Currency .................................................................................................................................. 10
   xx. Alteration Or Withdrawal Of Proposals .................................................................................... 10
   xxi. Signature Of The Contract ......................................................................................................... 10
   xxii. Ethics Clauses .......................................................................................................................... 10
   xxiii. Cancellation Of The Tender Procedure .................................................................................. 11
   xxiv. Miscellaneous ......................................................................................................................... 12

The Secretariat
District Gasabo, Secteur Kacyiru,
Cellule Kamatamu Rue KG590 ST 1
P.O. Box 6428
Kigali, Rwanda

Telephone: +250 788180100 • Email: info@nexteinstein.org • www.nexteinstein.org
South Africa | Senegal | Ghana | Cameroon | Tanzania | Rwanda | United Kingdom | Canada | Germany | Scandinavia

3/22
PART B: Preparing a tender: required documents

1. TIMETABLE ........................................................................................................................................... 13
2. SUPPORTING DOCUMENTATION ........................................................................................................ 13
   i. Declaration on exclusion criteria ........................................................................................................ 13
   ii. Selection documentation .................................................................................................................... 13
3. OFFER: TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL .......................................................... 14
   i. Technical proposal .............................................................................................................................. 14
   ii. Financial proposal ............................................................................................................................. 15
   iii. Bidder’s Declaration(s) ..................................................................................................................... 17
4. EVALUATING THE OFFERS: ................................................................................................................ 18
   i. Award criteria ..................................................................................................................................... 18
   ii. Award ................................................................................................................................................ 18

ANNEXE A: Quotation Form ...................................................................................................................... 19

ANNEXE B - PREVIOUS EXPERIENCE FORM ........................................................................................ 20

ANNEXE C - Declaration on the tenderer’s honour concerning the exclusion criteria and the absence of conflicts of interest .............................................................................................................. 21
PART A: Terms of Reference

Summary of service requested

<table>
<thead>
<tr>
<th>AIMS project number</th>
<th>AIMS/PIMS/03/ITGOV/16/07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project title</td>
<td>IT Governance Framework</td>
</tr>
<tr>
<td>Expected start date</td>
<td>1/10/2016</td>
</tr>
<tr>
<td>Expected end date</td>
<td>30/12/2016</td>
</tr>
</tbody>
</table>

PURPOSE

The African Institute for Mathematical Sciences (AIMS, www.nexteinstein.org) is planning to engage an IT contractor to provide a solution for IT Governance Framework.

CONTRACT PERIOD

The term of any contract resulting from this tender shall be for four (4) months, from 1st September, 2016 or from the date the contract is signed.

1. BACKGROUND & CONTEXT

The African Institute for Mathematical Sciences (AIMS, www.nexteinstein.org) is a pan-African network of Centres of Excellence for postgraduate training, research and outreach in mathematical sciences. Its mission is to enable Africa’s brightest students to flourish as independent thinkers, problem solvers and innovators capable of propelling Africa’s future scientific, educational and economic self-sufficiency.

The AIMS-NEI Global Secretariat, provides leadership and oversight to 5 Centres of Excellence across Africa (South Africa, Senegal, Ghana, Cameroon and Tanzania), Next Einstein Forum and Quantum Leap.

The first AIMS centre opened in Cape Town, South Africa in 2003; since 2011, AIMS has opened additional centres in Senegal, Ghana, Cameroon and Tanzania. The 6th Centre of Excellence – AIMS Rwanda - is slated to open August 2016! The goal of the AIMS Next Einstein Initiative (AIMS-NEI) is to build a pan-African network of 15 centres of excellence across the continent by 2023.

Each AIMS centre provides an intensive and broad education to over 50 African students each year and prepares them for leadership careers in academia, governance and industry. The AIMS educational program relies on top international lecturers who teach in a 24-hour learning environment.

To foster the enriching learning environment that our students have come to expect, the Refurbishment Services should focus on creating a world-class education facility with emphasis on facilitating:

i. innovative thinking,
ii. academic excellence and,
iii. operational efficiency.

AIMS employs approximately 130 staff in 10 different entities across the world who work on a 24hr/7 basis. Effective IT governance is a critical tool for CIOs to align their organizations and efforts to support business strategy and create shareholder value. Given the rapidly changing and evolving technology options that confront CIOs and business leaders, making sure the right decisions are being made about investments in IT is an essential priority.

The current approach concerning the IT governance result the following risk and failure:

i. Increased risk to legal and regulatory noncompliance
ii. Employees may violate company policies in terms of data leakage

iii. Failure of the business continuity and disaster recovery plans causing financial or reputational loss

iv. Failure to deliver IT projects and programs within budget, timing, quality and scope causing value leakage

v. Insufficient implemented controls for mitigating risks

vi. Long delays in the delivery of new systems

vii. Fractious relationships between IT and business leaders

viii. Rising IT costs without increasing benefits

ix. One or more major project failures

x. Long delays in the delivery of new systems

xi. Difficulty recruiting and retaining top IT talent

Additional background information:

xii. The working language of AIMS is English. This means that all oral and written communication and all documentation is in English.

2. **SCOPE OF WORK**

The qualified contractor shall develop and implement a comprehensive sector ICT Governance and strategic framework compliance with Cobit 5 to align to the new AIMS Governance and strategic framework.

i. **Objective of the service**

AIMS is looking for a Service Provider to develop a comprehensive ICT strategy to support the AIMS strategic framework achievement. This strategy is expected to guide the development and implementation of ICT policies, ICT Infrastructure, Information Systems, and ICT human capital development in the AIMS Network and to achieve the following benefits:

a) Alignment between IT and business strategy

b) Delivery of IT service in line with Business requirements

c) Development of ICT policies and procedures

d) Organization and monitoring of IT investments

e) To ensure that ICT services are at acceptable level;

f) To ensure that ICT services are secure, reliable and compliant to industry standards

g) To ensure a culture of openness and collaboration among the business, geographical and functional units of the enterprise.

h) Optimal infrastructure and other asset utilization: logical & physical assets, human capital, & strategic sourcing;

i) To ensure the completeness, quality and security of IT investments

j) Provision of a standardized tool for the evaluation of government’s IT investments.

k) Establishment of a new technology-based system or service;

l) Improvement on delivery of ICT service quality

m) Implementation of necessary controls to minimize IT risks

n) Continuous improvement of business and ICT alignment;

o) Measure IT performances through metrics, adequate indicators

p) Improvement of return on ICT-enabled investment;

q) ICT executed in line with legislative and regulatory requirements.

r) Facilitates a significant business process transformation using technology

s) Achieve the successful and economical support of business objectives

t) Establish and clarify accountability and decisions rights;

u) Improves IT organizational performance, compliance, maturity, staff development and outsourcing initiatives;

Innovative environment within IT function and business;
ii. **Expected results**

The expected deliverables for this project will be:

a) ICT Governance Structure, Policies, Procedures and Standards compliances with COBIT 5;

b) Disaster Recovery and Business Continuity;

c) Organizational capacity to manage, maintain and operate ICT systems

d) ICT standards and practices;

e) IT Oversight Functions

f) IT Governance Maturity Model

g) IT Operational Plan and Processes compliances with ITIL

3. **PROPOSAL REQUIREMENTS**

i. **General Requirements**

a) In order to be considered for selection, proposers must submit a complete response to this solicitation to AIMS. **Only Email submission to procurementpanel@nexteinstein.org.org is acceptable and is highly desirable method of submission.** No other distribution of the proposals shall be made by the proposer.

b) Proposals shall include a letter of transmittal signed by an authorized representative of the bidder. All information requested should be submitted. Failure to submit all requested information may result in the organization requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by AIMS.

c) Proposals should be prepared simply, as thorough and detailed as possible providing a straightforward, concise description of capabilities to satisfy the requirements of the tender so that AIMS may properly evaluate bidder's capabilities to provide the required product. Emphasis should be placed on completeness and clarity of content.

d) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

e) Ownership of all data, materials and documentation originated and prepared for this solicitation by any proposer shall belong exclusively to AIMS.

ii. **Special Requirements**

Detailed requirements are in the subsections below for the contractor:

a) IT Assessment and business need

b) Architecture Governance

c) Capability Maturity & Assessment

d) Strategic Alignment: Maximize opportunities for the Business use of IT while providing transparency and assurance that IT objectives are being achieved.

e) Risk Management: Address legal/regulatory compliance needs and understand/manage key operational risks.

f) Resource Management: Appropriately align IT capabilities with business needs.

g) Performance Management: Utilize real-time data to continuously improve IT delivery.

h) Value Delivery: Optimize return on IT investments.

i) Managing the IT Investment

j) Legal & Regulatory Aspects of IT Governance

k) Risk, change & performance Management

l) Information Security Governance
iii. **Technical Requirements**

The proposer shall provide the following:

a) Detailed planning documentation needed for the preparation and execution that produce a consisted IT Governance framework.

b) Detailed Project Plan time line.

c) Project Management Plan to capture and document the Contractor's approach to managing the entire effort end-to-end, covering all project phases, from initiation through planning, execution and closure.

d) List of any third party software application and the cost involved for the project.

4. **GENERAL TERMS AND CONDITIONS**

i. **Audit:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. AIMS, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.

ii. **Availability of Funds:** It is understood and agreed between the parties herein that AIMS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

iii. **Cancellation Of Contract:** AIMS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

iv. **Notices:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party.

v. **Proposal Acceptance Period:** Any proposal received in response to this solicitation shall be valid for (120) days. At the end of the (120) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

vi. **Contractor Responsibilities:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

vii. **Proposal Prices:** Proposal shall be in the form of a firm unit price for each item during the contract period.

viii. **Quantities:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

ix. **Renewal of Contract:** This contract may be renewed by AIMS upon written agreement of both parties for five successive one year periods, or as negotiated under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

x. **Right To Select Project Personnel:** The AIMS has the right to interview and select all of the Contractor's
personnel that will provide services under the Agreement.

xi. Right To Remove Project Personnel: The AIMS has the right to remove any of the selected Contractor's personnel that will provide services under the Agreement.

xii. Subcontracts: No portion of the work shall be subcontracted without prior written consent of AIMS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish AIMS the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

xiii. Advertising: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to AIMS will be used in product literature or advertising without the prior written consent of AIMS.

xiv. Certification Testing And Acceptance: The system specified in the contract shall be considered ready for production testing upon receipt of documentation from the Contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated by the contract. The system shall be deemed ready for production certification testing on the day following receipt of this documentation. AIMS shall provide written confirmation of its acceptance following successful completion of the production certification test. System (software and/or hardware) payment will be authorized after the successful completion and certification test(s).

xv. Several Liability: AIMS will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

xvi. Rights and License in and to Customer and End User Data:

The parties agree that as between them, all rights including all intellectual property rights in and to Customer and End User data shall remain the exclusive property of Customer, and Vendor has a limited, nonexclusive license to use these data as provided solely for the purpose of performing its obligations hereunder. Neither party has any rights, implied or otherwise, to the other’s data, content, nor intellectual property, except as the parties expressly agreed otherwise in writing.

xvii. Data Privacy:

a) Vendor will use Customer Data and End User Data only for the purpose of fulfilling its duties hereunder and for Customer's and its End User's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Customer or as otherwise required by law. By way of illustration and not of limitation, Vendor will not use such data for Vendor's own benefit and, in particular, will not engage in "data mining" of Customer or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by Customer.

b) Vendor will provide access to Customer and End User Data only those Vendor employees and subcontractors who need to access the data to fulfil Vendor's obligations under this Agreement. Vendor will ensure that employees who perform work on the Vendor's behalf have read, understood, and received appropriate instruction as to how to comply with the data protection provisions
xviii. Pricing

The prices of the offers must be expressed on a lump sum* basis that must be inclusive of all annexed costs such as transport, handover and work on site;

Prices will be considered fixed and valid for the entire duration of the contract until the delivery of the equipment. No additional charge of any nature or type will be accepted by the AIMS Global Secretariat.

*AIMS is tax exempted

xix. Currency

Proposals must be presented in Rwandan Francs (RWF).

xx. Alteration Or Withdrawal Of Proposals

Bidders may alter or withdraw their Proposals by written notification prior to the deadline for submission of Proposals. No bid may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure;

The outer envelope must be marked Alteration or Withdrawal as appropriate;

No bid may be withdrawn in the interval between the deadline for submission of Proposals and the expiry of the bid validity period. Withdrawal of a bid during this interval may result in forfeiture of the bid guarantee.

xxi. Signature Of The Contract

a) Within 5 days of receipt of the contract, the selected bidder must sign and date the contract and return it to the temporary AIMS Global Secretariat office. Upon signing the contract, the successful bidder will become the Contractor and the contract will enter into force;

b) If the successful bidder fails to sign and return the contract duly signed, AIMS Global Secretariat may consider the acceptance of the bid to be cancelled without prejudice to AIMS Global Secretariat’s right to claims for:

1. compensation or
2. pursue any other remedy in respect of such failure, and;
3. the successful bidder will have no claims whatsoever on AIMS Global Secretariat

xxii. Ethics Clauses

a) Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Committee or the AIMS Global Secretariat during the process of examining, clarifying, evaluating and comparing Proposals will lead to the rejection of their candidacy or bid and may result in administrative penalties;

b) Without the AIMS Global Secretariat’s prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor;

c) When putting forward a bid, the candidate or bidder shall declare that he is affected by no potential conflict of interest and has no particular link with other bidders or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform AIMS Global Secretariat;

d) The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. The Contractor shall refrain from making public statements about the project or services
without AIMS Global Secretariat prior approval. The Contractor may not commit AIMS Global Secretariat in any way without its prior written consent;

e) For the duration of the contract, the Contractor and staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state;

f) The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the AIMS Global Secretariat;

g) The Contractor and its staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential;

h) The contract shall govern the Contracting Parties’ use of all reports and documents drawn up, received or presented by them during the execution of the contract;

i) The Contractor shall refrain from any relationship likely to compromise his independence or that of its staff. If the Contractor ceases to be independent, AIMS Global Secretariat may, regardless of injury, terminate the contract without further notice, and without the Contractor having any claims to compensation;

j) AIMS Global Secretariat reserves the right to suspend or cancel a contract if corrupt practices of any kind are discovered at any stage of the award process. For the purposes of this provision, corrupt practices are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the AIMS Global Secretariat;

k) All bidders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses;

l) Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company;

m) The Contractor shall supply AIMS Global Secretariat on request with all supporting documents relating to the conditions of the contract's execution. AIMS Global Secretariat may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses;

n) When putting forward a bid, the bidder shall declare its commitment to the non-exploitation of child labour and to the respect of basic social rights and working conditions. AIMS Global Secretariat may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence of the enforcement of the abovementioned principles.

xxiii. Cancellation Of The Tender Procedure

In the event of a tender procedure's cancellation, bidders will be notified by AIMS Global Secretariat. If the tender procedure is cancelled before the outer envelope of any bid has been opened, the sealed envelopes will be returned, unopened, to the bidders.

Cancellation may occur where:

a) The tender procedure has been unsuccessful, namely where no technical and financially worthy bid has been received or there has been no response at all;

b) The economic or technical parameters of the project have been fundamentally altered;

c) Exceptional circumstances or force majeure render normal performance of the project impossible;
d) All technically compliant Proposals exceed the financial resources available;
e) There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will AIMS Global Secretariat be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if AIMS Global Secretariat has been advised of the possibility of damages. The publication of a procurement notice does not commit AIMS Global Secretariat to implement the project announced.

xxiv. **Miscellaneous**

**Inquiries:** Inquiries regarding specifications of this tender must be submitted in writing to the contact named below with the exception of questions regarding the bid submission which may be oral. The deadline for written inquiries is September 23rd, 2016 @ 5:00 p.m. CAT+2. All inquiries must be addressed to: Email: procurementpanel@nexteinstein.org

After this tender has been released, no contact between the Vendor and AIMS, other than the individual listed above, for purposes relating to this tender, is permitted. Violation may result in rejection of the bid.
PART B: Preparing a tender: required documents

1. TIMETABLE
The timetable for this tender procedure and signature of the resulting contract(s) is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender launch date</td>
<td>29/07/2016</td>
</tr>
<tr>
<td>Deadline for request of clarifications</td>
<td>08/08/2016</td>
</tr>
<tr>
<td>Last date on which clarifications are issued</td>
<td>11/08/2016</td>
</tr>
<tr>
<td>Deadline for submission of offers</td>
<td>23/09/2016</td>
</tr>
<tr>
<td>Evaluation of offers</td>
<td>28/09/2016</td>
</tr>
<tr>
<td>Notification of award</td>
<td>1 weeks after evaluation date</td>
</tr>
<tr>
<td>Contract signature</td>
<td>1 weeks after evaluation date</td>
</tr>
<tr>
<td>Commencement date of activities</td>
<td>1st/10/2016</td>
</tr>
</tbody>
</table>

2. SUPPORTING DOCUMENTATION
Tenderers must provide a full set of documents for each of the following three areas, which the evaluation committee will assess before proceeding with evaluation of offers.

i. Declaration on exclusion criteria
Tenderers are required to provide the completed and signed ‘Declaration of honour on exclusion criteria and absence of conflict of interest’.

This standard declaration form is available at the annexe C:

Tenderers will be excluded in case they are in any of the situations listed in the declaration on exclusion criteria. The AIMS may request further documentary evidence to support this self-declaration before contract award.

ii. Selection documentation
Tenderers must prove that they have the technical & professional capacities to effectively perform and administer the contract.

The tenderer must have the necessary technical and professional capacity to perform the contract and at least three years of experience related specifically to the purpose of this tender described in the terms of reference.

Evidence of this capacity must be demonstrated by providing:

- A list of projects that the company has carried out in the past three years that relate specifically to the purpose of this tender described in the terms of reference. The tenderer shall list 3 most relevant projects of the past 5 years, using the below template table:
### Project “x”

<table>
<thead>
<tr>
<th>Project Title</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Client</td>
<td></td>
</tr>
<tr>
<td>Value USD$</td>
<td></td>
</tr>
<tr>
<td>Dates (start/end)</td>
<td></td>
</tr>
<tr>
<td>Key services of the project and their relevance related to this tender (max. 100 words)</td>
<td></td>
</tr>
<tr>
<td>If tendering as a consortium, or if using subcontractors, clearly state which consortium member or subcontractor were carried out by which consortium member or subcontractor</td>
<td></td>
</tr>
</tbody>
</table>

### 3. **OFFER: TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL**

The tenderer’s offer must demonstrate an understanding of the AIMS tender and be presented in clear concise language.

i. **Technical proposal**

The technical proposal must include the following three sections and must be undersigned for acceptance:

a) Methodology  
b) Team composition  
c) Scenario

#### A. Methodology

Tenderers shall provide a methodology consisting of the following sub sections:

**Contract management**

An outline of how the contract will be managed. If applicable, this should also include a clear methodology of how subcontractors will be managed and/or how members of the consortium will coordinate the workload and ensure the overall quality of the contract management.

**Project management**

A description of how the overall project and the individual project assignments will be managed. This description should include the project management methodology proposed, and also describe, including examples, how the methodology is applied in practice.

#### B. Team composition

The service provider shall propose team members covering at least the following roles:
The Contractor may propose additional roles that are deemed necessary to provide the services requested. In such a case, these roles shall be added to the list in the financial proposal, with indication of the fees. Those additional roles and fees will not be used in the price evaluation.

* An individual can be assigned to more than one role if the Service Provider is confident that the individual has the skillset and availability to fulfill those roles and still provide required level of service.

Evidence should be provided in the form of CVs of staff proposed for all the above roles. CVs should be no longer than 4 pages. The role(s) for which each person is proposed should be clearly stated at the top of the CV in question.

C. Scenario

As part of the tender process bidders are to submit a sample offer (Statement of Work including time and cost implications, project members, project structure, location of work, etcetera) in response to the following work package scenario.

Scenario part A: Implement the IT Governance solution proposed

Scenario part B: Implement Risk Management Framework

ii. Financial proposal

Tenderers must use the following standard format (see next pages) to present their financial proposal.

General comments on the financial proposal

a) All prices must be quoted in RWF.

b) The conditions stated below the table must be included on the tenderer’s Financial Proposal which must be undersigned for acceptance.

c) Prices must be quoted free of all duties, taxes and other charges (including VAT) as the AIMS is tax exempted.

d) Prices must be fixed and be inclusive of all costs and expenses directly and indirectly connected with the provision of the service.

The tenderer shall quote the fees for the different roles in the tables below. Where the tenderer applies a distinction between Senior and Junior consultants, he shall quote for both types. In this case, they should meet the following minimum requirements:

a) Senior: at least 5 years’ experience in the sector(s) related to the role for which they are proposed

b) Junior: at least 2 years’ experience in the sector(s) related to the role for which they are proposed

Where the tenderer does not apply a distinction, he shall only insert quotes in the left column (Senior consultant/Normal).
Services can be provided on-site, i.e. on the premises of the AIMS, and off-site, i.e. on the contractor’s premises. In the financial offer the contractor shall specifically quote fees for on-site and off-site services.

<table>
<thead>
<tr>
<th>Role</th>
<th>Fee for 1 man day (8 hours) in RWF</th>
<th>Fee for 1 man day (8 hours) in RWF</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Senior consultant/Normal fee</td>
<td>Junior consultant</td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Architect</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Risk Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other role(s)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Role</th>
<th>Fee for 1 man day (8 hours) in RWF</th>
<th>Fee for 1 man day (8 hours) in RWF</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Senior consultant/Normal fee</td>
<td>Junior consultant</td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Architect</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Risk Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other role(s)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Price conditions:**

The minimum time unit for planning and invoicing of services is 0.5 day.

Travel and subsistence costs are assumed to be included in the on-site fees and are therefore not reimbursed.

I hereby acknowledge and accept the conditions to the financial proposal presented above:

Full name of legal representative

___________________________________________

Signature

___________________________________________

Date

___________________________________________
iii. **Bidder’s Declaration(s)**

*(To be completed and signed by the bidder, including one from each partner in a consortium).*

In response to your letter of invitation/public notice for the above tender we, the undersigned, hereby declare that:

a) We have examined and accept in full the content of the dossier for Invitation to Bid, Ref. No. AIMS/PIMS/03/ITGOV/16/07. We hereby accept its provisions in their entirety, without reservation or restriction;

b) We offer to deliver, in accordance with the terms of the Tender Dossier and the conditions and time limits laid down, without reserve or restriction;

c) The price of our bid is: [insert amount]Rwf

d) This bid is valid for a period of __________ days from the final date for submission of Proposals, i.e. until ___/_____/2016;

e) We are submitting this application in our own right and/or as partner in the consortium led by _______________ for this tender. We confirm that we are not bidding for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract’s performance;

f) We are not in any of the situations excluding us from participating in contracts that are listed in the Experience & Requirements section. In the event that our bid is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of Proposals and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up;

g) We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void;

h) We agree to abide by the Ethics Clauses that we have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application;

i) We will inform the AIMS Global Secretariat immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts;

j) We note that the AIMS Global Secretariat is not bound to proceed with this invitation to bid and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

This bid includes the following annexes:

*(Numbered list of annexes with titles)*

1) 
2) 
3)
4. **EVALUATING THE OFFERS:**

i. **Award criteria**

The AIMS will use the following award criteria to evaluate offers received:

<table>
<thead>
<tr>
<th>Award criteria</th>
<th>Weighting (out of 100)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical award criteria</td>
<td></td>
</tr>
<tr>
<td><em>Description of the methodology</em></td>
<td>20</td>
</tr>
<tr>
<td><em>Team composition</em></td>
<td>10</td>
</tr>
<tr>
<td><em>Proposed scenario</em></td>
<td>40</td>
</tr>
<tr>
<td>Financial award criteria</td>
<td></td>
</tr>
<tr>
<td><em>Price on-site services</em></td>
<td>15</td>
</tr>
<tr>
<td><em>Price off-site services</em></td>
<td>15</td>
</tr>
</tbody>
</table>

**Minimum threshold score against technical award criteria:**

Tenderers scoring less than 50 % of the total points for any one of the technical award criteria will be excluded.

**Comments on evaluation of the price:**

For the price evaluation of the services fees, the sum of the fees indicated in the column “Senior consultant/Normal fee” will be used. In the case where the contractor added additional roles, with the respective fees, those additional roles and fees will not be used in the price evaluation.

ii. **Award**

Selection shall be made of two or more IT experts deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors (IT Consultant) so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror (IT Consultant) so selected, AIMS shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. AIMS may cancel this Request for Proposal or reject proposals at any time prior to an award. Should AIMS determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.
ANNEXE A: QUOTATION FORM

Quotation for must be completed in English, signed and returned to AIMS prior the indicated closing date/time. The quotation must be in accordance with the instructions contained in this request.

The undersigned, having read the term and conditions of Tender No AIMS/PIMS/03/ITGOV/16/07 set out in the attached document, hereby offers to supply the services specified in the Tender at the price quoted, in accordance with any specifications stated and subject term to the Term and Condition set out or specified in the document.

Signature

Date

Name and Title: Company

Address:

Tel No:

Email:

Amount Offer

Payment term 30 day accepted
## ANNEXE B - PREVIOUS EXPERIENCE FORM

<table>
<thead>
<tr>
<th>Description of goods/services/works</th>
<th>Country</th>
<th>Total amount of Contract</th>
<th>Contract identification and title and contact detail client</th>
<th>Year project was undertaken</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized signature ______________</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date ____________________________</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Secretariat
District Gasabo, Secteur Kacyiru,
Cellule Kamatamu Rue KG590 ST 1
P.O. Box 6428
Kigali, Rwanda
ANNEXE C - DECLARATION ON THE TENDERER’S HONOUR CONCERNING THE EXCLUSION CRITERIA AND THE ABSENCE OF CONFLICTS OF INTEREST

Official name of the candidate/tenderer:

Official address:

Official legal form (only for legal person):

I, the undersigned, Mr(s)/Ms ……………………………………., being the representative authorised to sign on behalf of the candidate hereby declare on my honour that:

(1) the candidate/tenderer is not bankrupt or being wound up, is not having his/her affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(2) the candidate/tenderer has not been convicted of an offence concerning his/her professional conduct by a judgment which has the force of res judicata;

(3) the candidate/tenderer has not been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

(4) the candidate/tenderer has fulfilled obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which he/she is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

(5) the candidate/tenderer has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the financial interests of the Communities/the African Union;

Comments:

I hereby undertake to supply any documents specifically requested from me.
The undersigned is aware of the fact that contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

(1) are subject to a conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;

(2) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;

In addition, I, the undersigned, declare on my honour that:

- the candidate/tenderer will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- the candidate/tenderer has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award or the execution of the contract;

Date: .......................... Signature: .............................................