

POPULATION SERVICES INTERNATIONAL (PSI)

<u>BID NOTICE</u> PSI Tanzania

Population Services International (PSI) is a non-profit social marketing organization with programs in over 60 countries making it easier for all people to lead healthier lives and plan the families they desire.

Funded by US President's Malaria Initiative (PMI), and implemented by PSI, the PMI Dhibiti (Control) Malaria project supports the Government of Tanzania (GOT) to reduce the burden of malaria and move towards malaria elimination. PMI Dhibiti (Control) Malaria provides technical and implementation support for malaria case management through quality improvement initiatives and malaria surveillance. PMI Dhibiti (Control) Malaria interventions aim at contributing to four result areas: (1) Improved case management and malaria in pregnancy (MIP) services; (2) Improved ability of individuals to practice positive healthy behaviors; (3) Enhanced enabling environment; and (4) Improved entomological monitoring.

Please visit our web site (<u>www.psi.org</u>) for additional background information about PSI, including a description of our major program areas and a list of the countries in which we operate.

The objective of this tender is to solicit competitive bids to select a consultant for upgrading and maintenance of malaria surveillance system.

For any clarification of any part of the Tender Document shall be sought from email address <u>smakwaruzi@psi.or.tz</u> and copy <u>iurasa@psi.or.tz</u>

Deadline for submission of bids is 26th September 2024 2:00pm. Late submission of bids will not be accepted.



CONSULTANCY SERVICES FOR UPGRADING AND MAINTENANCE OF MALARIA SURVEILLANCE SYSTEMS

INVITATION TO TENDER TIMETABLE		
Advertisement of the tender 5 th September, 2024		
Questions from Suppliers due date 19th September 2024		
Last date on which clarifications are issued by PSI	23 th September 2024	
Deadline for submission of Bids 26 th September 2024 at 2.00pm EAT		
Bid Opening date	26 th September 2024 at 2.15 pm EAT	
Notification of award to the successful tenderer TBD*		
Contracts start	TBD*	

*To be communicated upon donner approval

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1.0 Introduction

- **1.1** Population Services International (PSI) is a non-profit social marketing organization with programs in over 60 countries making it easier for all people to lead healthier lives and plan the families they desire.
- **1.2** Purpose of The Tender: Population Services International (PSI) invites prospective Suppliers to compete tender for consultancy services for upgrading and maintenance of malaria surveillance system .All qualified and interested suppliers are invited to submit their proposals.

1.3 <u>Donor Guidelines and Policies.</u>

The procedures followed by PSI in making any award(s) and contract(s) resulting from this ITB, as well as the terms and conditions of such award(s) and contracts, will be based of PSI's procurement procedures and policies and/or the Procurement Policies and Procedures outlined by the Donor.

- **1.4 Part I.** This Part I, Bidding Instructions and Procedures, will not form part of any resulting award or contract. It is intended solely for the information of prospective Suppliers.
- **1.5 Definitions and Headings.** Except as otherwise specifically provided herein, all time periods specified shall be consecutive calendar days. The term ITB is used throughout this ITB to refer to the entire document, including all attachments thereto. Any headings contained in the text of the ITB are for reference only, and do not alter, limit, or waive the content of the full provisions. Except where the context indicates otherwise, (a) terms in the singular include plural, and vice versa; and (b) references to masculine, feminine or neutral are interchangeable.
- **1.6** <u>**Bidding Costs.**</u> Prospective consultant are under no obligation to prepare or submit bids in response to this ITB and do so solely at their own risk and expense. PSI will not undertake to reimburse any costs incurred, therefore.
- **1.7** <u>Review of ITB.</u> Prospective consultant are solely responsible to examine carefully all of the terms and conditions of this ITB -- including, but not limited to, this Part I, Bidding Instructions and Procedures, and Part II, Technical Specifications and Standards for the goods or services as described in Annex B -- and to comply fully therewith. Failure to do so will be at the prospective Supplier's risk and expense. Any patent ambiguities in the Technical Specifications and Standards or inconsistencies between or among the various provisions of the ITB shall be resolved against the Supplier if it fails to seek clarification of same prior to award.
- **1.8** <u>Language.</u> All documents submitted in response to this ITB, as well as all correspondence in connection with the ITB, shall be in the English language.
- **1.9** <u>Inquiries</u>. Inquiries concerning this ITB must be submitted in writing, to be received sufficiently in advance on or before 19th September 2024 to permit a thorough and accurate response by PSI. Such inquiries shall be sent by email, to <u>smakwaruzi@psi.or.tz</u> copy <u>iurasa@psi.or.tz</u> PSI is under no obligation to consider or respond to questions that are not received in a timely manner.
- **1.10** PSI response on all inquiries regarding this ITB shall be uploaded on PSI website (<u>https://www.psi.or.tz/tender/index.php</u>)

2.0 Procurement Procedure: Competitive Bidding

- 2.1 **ITB.** This ITB constitutes an invitation to prospective consultants to submit bids for the services described herein. It consists of (1) The ITB, (2) Scope of work (3) Bid Form, (4) Vendor registration form. All of the foregoing are fully incorporated herein and form an integral part of this ITB.
- 2.2 Documents Comprising the Bid The submitted bid shall include the following information. Failure to provide all requested information or to comply with the specified formats may disqualify the Bidder from consideration.
 - Company profile illustrating structure and history of the company.
 - Valid business license from the ministry of commerce
 - Valid Tax compliance certificate
 - Recently printed bank statement (last 6 months)
 - Copies of recent POs and Contracts from your clients in relation to this service (attach at least three contracts and/or POs signed and stamped) from International NGOs or UN agencies.
 - Reference/Recommendation letters
 - Audited Statements for the last three years.
 - Bid Form, completed, signed, and stamped.
 - Pre-selection questionnaire, completed, signed, and stamped.
 - Schedule of rates
 - Other important documents which Bidder attaches to support its bid.
- 2.3 **Bid Prices.** The Bidder shall clearly indicate the total unit price of the service it proposes to provide. All unit prices shall be clearly indicated in the space provided in the price schedule, and all unit prices quoted in the ITB response shall be agreed to be in effect for a minimum of twelve (12) months beginning on the date when the contract is executed, with the exception of products or services which are subject to significant and unavoidable market forces which prevent this, in which case the Bidder shall describe and justify the driver(s) of potential price fluctuation during the first twelve (12) months of the agreement. The Bidder shall sign the price schedule and shall stamp the price schedule with the Bidding Company's seal where feasible.

2.4 <u>Bid Currency</u>: All financial rates and amounts entered in the Bid Form and Schedule of rates in annex C and used in documents, correspondence, or operations pertaining to this tender shall be expressed in (Tanzanian Shillings (TSH).

2.5 Form and Content of Bids.

(a) All bids must be signed and dated by an authorized employee of the bidder (the original must be manually signed). <u>Bidders must use the Bid Form provided in Annex A of this ITB</u>. The Bid Form should be fully completed, with all the information required therein (Note: in case of a discrepancy between per unit and total prices, the per unit price shall govern, and the total will be

corrected by multiplying the per unit price by the specified quantity).

(b) The bid validity period should be at least **90** days following the Last Bid Receipt Date.

2.6 Submission and Handling of Bids.

Bids are to be delivered by hand no later than September 26th 2024 at 2.00pm.

- a) Format: Offer must be submitted in 4 hard copies of each technical and financial bids whereby 1 original document (Financial and Technical) and 2 copies of each document (financial & technical). And attaching a CD/flash with editable (word) documents of Financial and Technical proposals.
- b) It is important to note that; the tender documents shall be submitted in one sealed envelope that contains two further sealed envelopes, with one envelope containing the technical proposal and the second envelope containing the financial proposal. Both envelopes must be clearly marked. The technical bids shall be evaluated by the technical committee and disqualify those which do not meet the technical specifications. Bids which meet the set threshold on technical scores shall be allowed to proceed to evaluation of the financial proposal.
- c) Bids are to be delivered by hand, or courier. All Bids must be contained in <u>sticker</u> <u>sealed unmarked</u> envelope and addressed as follows:

RFP FOR CONSULTANCY SERVICE FOR UPGRADING AND MAINTENANCE OF MALARIA SURVEILLANCE SYSTEMS.

Attn: Chairman, Tender Committee, Population Services International (PSI), 12th Floor Faykat Tower, Plot No. 236-238 Ali Hassan Mwinyi Road block 41, P.O. Box 33500, Kinondoni Dar es Salaam, Tanzania.

It is important to note that unsealed, late submitted and marked bids will be disqualified immediately.

- d) Upon receipt of the Bid, PSI will record and bids will not be opened until the final receipt date and time. Bids received after the date and time required, regardless of the reason for the late receipt, will generally not be considered.
- e) Bids may not be altered, corrected or withdrawn after the last bid receipt date, except that PSI, at its sole discretion, may contact bidder to make the change for correction of arithmetic errors, transposition errors, or other clerical or minor mistakes, in cases in which PSI deems that both the mistake and the intended bid can be established conclusively on the face of the bid. Other than the mistakes listed in the previous sentence, no mistakes alleged by a bidder after the last bid receipt date will be permitted to be corrected.

2.7 Evaluation of Bids.

a) PSI will utilize two-stage procedure in evaluating of offers for who comply with the eligibility requirements, with evaluation of the technical proposal being completed prior to technical presentation and financial proposal.

The technical presentation will be done only for offers that passed the **minimum technical** score of **70 out of the maximum obtainable score of 100 points** in the evaluation of the technical offer for each part.

Proposals shall be evaluated in accordance with the provisions of this ITB and in accordance with the criteria's shown on the scope of the work at Annex 1B.

b) PSI may reject any bid that is not substantially responsive to the terms and conditions of the ITB.

2.8 <u>Amendments.</u> If at any time prior to award PSI deems there to be a need for a significant modification to the terms and conditions of this ITB, PSI will issue such a modification as a written ITB amendment to all competing bidders. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any ITB term or condition, and no bidder shall rely on any such statement.

2.9 <u>**Post-Tender and Iterative Negotiation.**</u> PSI reserves the right, in its sole discretion, to conduct post tender and/or iterative negotiations.

2.10 Extension of Bid Validity Dates. When necessary and appropriate under the circumstances, PSI may request bidders, in writing, to extend the validity period of their bids. A bidder may refuse to extend; however, its bid will be disqualified. A bidder agreeing to extend will not generally be permitted or required to modify its bid in any manner other than to extend it.

2.11 <u>Responsibility.</u> Bidders which have been provided with this ITB were previously prequalified by PSI. Notwithstanding such prequalification, an otherwise successful bidder may be required, in order to be awarded a Contract pursuant to this ITB, to demonstrate to the satisfaction of PSI that it is a responsible firm with regard to the specific transaction described in this ITB. In order to be determined responsible, a bidder must (1) have adequate personnel, financial resources, equipment and material to perform the Contract, or the ability to obtain them; (2) be able to comply with the required or proposed delivery schedule; and (3) have a satisfactory record of performance, business ethics and integrity. PSI reserves the right to request additional information relevant to responsibility at any time prior to award.

2.12 <u>Rejection of Award.</u>

(a) PSI is not bound to accept the lowest or any tender and reserves the right to accept any tender in whole or in part and to reject any or all tenders without assigning any reason there for and to Contract on any of the terms offered or on different terms. Circumstances in which rejection of all bids may occur include, without limitation, the following: (1) none of the bids is adequately responsive to the specifications, (2) there is evidence of insufficient competition, or (3) the lowest bid exceeds the estimated value or funds available by a significant amount and cannot be reduced by negotiation. (b) PSI will send a Notice of Award to the winning bidder.

ANNEX A

BID FORM,

BASIC INFORMATION

DATE OF BID: _______ BIDDER'S FULL LEGAL NAME: _______ BIDDER'S ADDRESS: _______ Contact Name: _______ Contact Position: ______ Phone No.: ______

BIDDER'S UNDERTAKINGS

The above-mentioned bidder hereby undertakes as follows:

- A. to hold this bid valid through: 90 days
- B. to supply services for upgrading and maintenance malaria surveillance system to the order of PSI.

Authorized signature_____

Name and title of signatory:

Name of supplier:

Address/Email: ______Stamp

ANNEX B: SCOPE OF WORK

INTRODUCTION AND SCOPE OF WORK UPGRADING AND MAINTENANCE OF MALARIA SURVEILLANCE SYSTEMS

Background

Population Services International (PSI) is a non-profit social marketing organization with programs in over 60 countries making it easier for all people to lead healthier lives and plan the families they desire. Funded by US President's Malaria Initiative (PMI), and implemented by PSI, the PMI Dhibiti (Control) Malaria project supports the Government of Tanzania (GOT) to reduce the burden of malaria and move towards malaria elimination. PMI Dhibiti (Control) Malaria provides technical and implementation support for malaria case management through quality improvement initiatives and malaria surveillance. PMI Dhibiti (Control) Malaria interventions aim at contributing to four result areas: (1) Improved case management and malaria in pregnancy (MIP) services; (2) Improved ability of individuals to practice positive healthy behaviors; (3) Enhanced enabling environment; and (4) Improved entomological monitoring.

Improved malaria surveillance in Zanzibar is one of the sub-result areas of result area 3 that involves strengthening the surveillance system through the maintenance of the current surveillance and response system (Coconut), under the Zanzibar Malaria Elimination Program (ZAMEP), and migrating the Coconut malaria surveillance business process into the Ministry of Health Zanzibar electronic integrated disease surveillance and response (MOHZ-eIDSR) system.

PMI Dhibiti (Control) Malaria facilitated scoping and feasibility of the malaria surveillance systems that involved system review, together with interviews at various levels of user operations which revealed a need for improving the existing system both in terms of user requirements and in matching to the current need of improved surveillance system matching an elimination programme. The review noted that the existing Coconut malaria surveillance system built in a PouchDB software cannot be sustained longer due to (a) limited scalability thus the inability of the browser to handle large amount of data and (b) lack of documentation on the custom software and maintenance, deeming it irreparable in the event it crashes under current circumstances with limited technical capacity (and over time, as Android software updates based on security patches, will render it unusable and/or more prone to crashing).

PMI Dhibiti (Control) Malaria will therefore support ZAMEP to upgrade their system to a DHIS2based system and building in other malaria surveillance and response intervention modules such as active case detection, reactive drug administration, entomological investigations, indoor residual spraying (IRS), mass drug administration (MDA), reactive focal mass drug administration (rfMDA), social behavior change (SBC) activities, and any other response activities as directed by ZAMEP.

Scope of work

1. Provide short-term system maintenance support to the current Coconut system to ensure critical operations are not interrupted.

- 2. Update the ZMOH-eIDSR system to include Coconut malaria surveillance and response business process, comprehensively including components of malaria case notification, malaria case investigation, foci investigation, active case detection, reactive drug administration, IRS, rfMDA, etc.
- 3. Migrate all historical data from the Coconut malaria surveillance system to the MOHZ-eIDSR.
- 4. Capacity strengthen ZAMEP, MOH-ICT and all system users to ensure sustainable support, maintenance, and utilization of the systems by including key actors in each stage of implementation, conducting formal and informal trainings/coaching/mentorship, and ensuring appropriate system access and capacity especially for system administrators and superusers.
- 5. Establish compatibility and interoperability to ensure integration with other applications and systems, facilitating uninterrupted flow of data, as needed (e.g., eIDSR-to-HMIS, MosquitoDB etc).

Updates to the MOHZ-eIDSR to reflect the Coconut malaria surveillance system business process (Scope of work item #2 & 3) may include but are not limited to:

- a) Notification Mechanism Customization
 - i. Customize the notification mechanisms to trigger malaria case investigation components (index follow up and malaria case management at household level) as it is in the Coconut malaria surveillance system through DMSOs.
 - ii. Update MOHZ-eIDSR's existing immediate reporting of malaria cases to include notification and additional ZAMEP required data fields.
 - iii. Customize the death notification feature to include malaria deaths immediate notification. Currently, it only includes maternal and perinatal deaths notification.
- b) Mobile Application Enhancements
 - i. Customize the eIDSR mobile application to support malaria case investigation and malaria response activities data collection forms.
- c) Migration of Historical Data
 - i. Customize the MOHZ-eIDSR's DHIS2 platform to receive historical data synchronized by Unstructured Supplementary Service Data (USSD) at one point (2012 to mid-2022) and the current web-based platform (mid-2022 to date).
 - ii. Develop a detailed workflow for accessing and extracting the migrated historical data in the MOHZ-eIDSR.
- d) Add Analytics and Visualization

- i. Devise mechanisms for data analysis and visualization of the data using the lowest administrative unit (Shehia). Currently, the analytics tools of the MOHZ-eIDSR do not include Shehia in the organization units' levels.
- ii. Develop an interactive and configurable malaria dashboard within eIDSR incorporating various data visualization types such as maps, tables and charts with prescribed epidemic detection algorithms.
- iii. Implement a mechanism to triangulate epidemiological, entomological, and other malaria interventions data for informed decision making.
- iv. Use the migrated and current data to automate calculations of epidemic thresholds and alerts for all cases, local cases, and imported cases by administrative unit down to shehia level.
- v. Devise a mechanism to identify and quantify malaria cases that recur within a specified period
- e) Data Quality and Timeliness Checks
 - i. Implement data quality checks via data validation rules such as auto-fills, must-fills, skip logics, and selecting options instead of typing variables to ensure accuracy and completeness.
 - ii. Introduce timeliness reporting checks similar to those in the Coconut malaria surveillance system capturing malaria case notification timeliness in addition to weekly reporting timeliness currently captured by eIDSR.

Tasks and deliverables

The consultant is expected to develop a proposal inclusive of a work plan, schedule of tasks, data migration plan, capacity strengthening plan and corresponding deliverables.

Activity	Deliverable
A. System re-design mockup and	• Alpha version (Web and mobile application)
prototyping	Software Requirements Specification
	• Dashboard
B. User acceptance testing	Beta version (Web and mobile application)
	• User acceptance testing report, inclusive of test plan (e.g., test case scenarios)
C. Migration of historical data, and analytics development	Dashboard showing historical data

D. System deployment and training	Training materials
	• Final comprehensive report
	• End User Manual (Web, mobile application, Dashboard, Historical data access and Data Analysis)
	• System Admin Manual (inclusive of technical documentation)
E. System maintenance	• Quarterly system maintenance report

Duration

Activities A-D should take 6 months. Maintenance of the upgraded system (Activity E), which includes additional features and upgrades for emerging program needs, will be for one year after system deployment and training (Activity D).

Skills and Experience Required

The consultant (individuals/firms/institutions) should have the following:

- 1. Staff with advanced degree (master's Level) in a relevant field (Computer Science, Data/Information Management, Advanced Statistical Analysis, Information Technology, and Software Engineering).
- 2. Demonstrated and proven technical lead with at least 7 years' experience related to software development, software design, DHIS2 platform, eIDSR systems, data management/database development and archiving, including use of common statistical analysis tools.
- 3. Experience in working with PouchDB software
- 4. Prior experience in migrating data to DHIS2 software. Experience in data migration from PouchDB to DHIS2 software is highly desirable.
- 5. At least 5 years' experience in surveillance monitoring and evaluation systems design.
- 6. Prior experience with MOHZ data sets, data management procedures, systems development, support and maintenance is an added advantage.
- 7. Prior experience in inclusion of key actors in each stage of development and implementation to strengthen their capacity in system maintenance and utilization.
- 8. Allocation of competent and dedicated staff for this scope with excellent communication, presentation and writing skills in both Swahili and English
- 9. Prior experience working with ZAMEP, MOHZ-ICT Unit and Emergency Operation Center (EOC) Unit is an added advantage
- 10. The consultant should be based in United Republic of Tanzania.
- 11. The consultant should be able to demonstrate accomplishment of the tasks in time.

- 12. Demonstrate ability to develop and evaluate alternatives without bias.
- 13. Demonstrate willingness and ability to be flexible and respond to changing priorities and deadlines.
- 14. Willingness to collaborate with the current system maintainers of the Coconut malaria surveillance system and MOHZ-eIDSR in strengthening the customized MOHZ-eIDSR and smooth data migration. In addition, working with system developer of MosquitoDB to execute interoperability of the selected data elements.

Evaluation

The purpose of evaluation is to determine the technically compliant and competent bid amongst the substantially responsive bids received. PMI Dhibiti (Control) Malaria in collaboration with ZAMEP, MOH-ICT and EOC shall adopt a systematic evaluation process comprising of the following logical steps:

- Bidders will be short listed first on the basis of qualifying eligibility criteria and then
 responsiveness of the Bid in meeting scope, understanding of the concept, competence to
 meet the customization approach, as detailed in this invitation document. The evaluation of
 the Bids shall be done by PMI Dhibiti (Control) Malaria in collaboration with ZAMEP,
 MOH-ICT and EOC.
- 2. Successful shortlisted consultants/firms will then be invited to make a visual presentation of the customized MOHZ-eIDSR to reflect the Coconut malaria surveillance system business process and detailed data migration plan workflows.
- 3. Based on the received proposals and presentations of the system workflows, PMI Dhibiti (Control) Malaria in collaboration with ZAMEP, MOH-ICT and EOC shall evaluate the bidders on their readiness of the solutions and capabilities to meet the functional, operational and other requirements, and accordingly take a decision for selecting the successful consultant/firm.

Evaluations shall be performed as per the criterion determined by PMI Dhibiti (Control) Malaria in collaboration with ZAMEP, MOH-ICT and EOC.

Proposal Submission Requirements

Interested consultant (individuals/firms/institutions) is required to submit:

- A) Technical Proposal
- B) Financial Proposal

A) Technical Proposal Evaluation

I. Present the technical component of how the software will be and data migration will fit in the process based on the minimum requirements outlined in this scope. It is highly desirable that the technical proposal should respond to the outlined requirements.

- II. A clear demonstration of capabilities and expertise in carrying out the consultancy as detailed in this scope.
- III. Proposed workplan with timelines.

Proposal Format

To facilitate ease of evaluation by the Evaluation Team, and to ensure each Proposal receives full consideration, Proposals should be organized in the following format using the section titles and sequence listed below:

- 1. Proposal Submission Letter
- 2. Table of Contents
- 3. Consultant Profile to include
 - a. Resume
 - b. Copies of certificate of registration
 - c. Curriculum Vitae of proposed project team members
 - d. Tax registration certificates (Income Tax and VAT in case of firms)
 - e. Full contact details (physical address, telephone and fax numbers and e-mail addresses)
 - f. Contact person and contact details of Project Lead/Manager
 - g. Profile of previous work done which is related to this assignment
 - h. Three references and contacts of three referees
 - i. Payment and Billing Terms, including the cancellation clauses
- 4. Project objective
- 5. Scope
- 6. Implementation approach
- 7. Deployment (Security, acceptance testing, back-ups, trainings etc.)
- 8. Detailed Data migration plan
- 9. Detailed System maintainers capacity strengthening plan with estimated timeframe and learning outputs during the customization.
- 10. Timelines of deliverables in Gantt chart
- 11. Contract Provisions
- 12. Appendices

B) A financial proposal Evaluation

1. This should provide details in costing which include initial (customization, setup etc.) and ongoing costs required to perform this assignment with itemized budget and explanatory notes.

2. Financial l Proposals shall include: Business License, Certificate of Incorporation, Memorandum of understanding, TIN and VRN certificates

ANNEX C - SCHEDULE OF RATES

Item	Product or Service	Unit of Measure	Quantity	Unit price TSH	Total
1	UPGRADING AND MAINTENANCE OF MALARIA SURVEILLANCE SYSTEMS				

Total cost

If applicable, please indicate below any deviations from the product, terms and conditions, etc. described in the Request for Quotes (e.g.: product specifications, incoterm, destination, etc.)

Date:	
Company name:	
Name & Title:	
Signature:	

ANNEX D Pre-Selection Questionnaire (PSQ)

1. Supplier information

1.1 Supplier details	Answer			
Business category, with PSQ reference number				
Full name of the Supplier completing the PSQ, as per registration documents				
Registered company physical address				
Registered company number				
Please mark 'X' in the	i) a public limited company	□ Yes	🗆 No	O N/A
relevant box to indicate your trading status	ii) a limited company	□ Yes	🗆 No	\Box N/A
	iii) a limited liability partnership	□ Yes	🗆 No	\Box N/A
	iv) other partnership	□ Yes	🗆 No	\Box N/A
	v) sole trader	□ Yes	🗆 No	\Box N/A
	vi) other (please specify)	□ Yes	🗆 No	\Box N/A
Please mark 'X' in the relevant boxes to indicate	i) Voluntary, Community and Social Enterprise (VCSE)	□ Yes	🗆 No	O N/A
whether any of the following classifications apply to you	ii) Small or Medium Enterprise (SME)	□ Yes	🗆 No	O N/A
	iii) Sheltered workshop	□ Yes	🗆 No	\Box N/A
	iv) Public service mutual	□ Yes	🗆 No	O N/A

1.2 Contac	t details
	Supplier contact details for enquiries about this PSQ
Name	
Title	
Physical	
address	
District	

Office			
Phone			
Mobile			
Phone			
E-mail			
Address			
1.3 Licensi	ng and registration (please m	ark 'X' in the relevant box)	
1.3.1	Registration with a professional body	□ Yes □ No □ N/A	
	If applicable, is your business registered with the	If Yes, please select institution(s) that you hav the below stated list.	e registered in from
	appropriate trade or professional register(s) in the	1. Chamber of commerce N/A	□ Yes □ No □
	respective line ministry.	 Ministry of Public Works and Transport □ N/A 	□ Yes □ No
		3 . Local municipality N/A	□Yes □No □
		4 . Ministry of com N/A	□Yes □No □
		5. Other specify N/A	□ Yes □ No □

Mandatory documents to be submitted:

- 1. Company profile illustrating structure and history of the company.
- 2. Valid business license
- 3. Valid Tax compliance certificate
- 4. Recently printed bank statement (last 6 months)
- 5. Copies of recent POs and Contracts from your clients in relation to this service (attach at least three contracts and/or POs signed and stamped) from International NGOs or UN agencies.
- 6. Audited Statements for the last three years.
- 7. Bid Form, completed, signed, and stamped.
- 8. Pre-selection questionnaire, completed, signed, and stamped.
- 9. Schedule of rates
- 10. Other important documents which Bidder attaches to support its bid.

2. Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

[PSI or network member name] reserves the right to later disqualify any pre-qualified vendors who have been found to answer the questions of this section untruthfully.

2.1 Within the past five years, has your organization (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been	Please indicate your answer by marking 'X' in the relevant box.		
convicted of any of the following offences?	Yes	No	
(a) the common law offence of bribery;			
(b) the offence of cheating the Revenue;			
(c) the offence of conspiracy to defraud;			
(d) money laundering			
(e) Any other offence			
2.2 Within the past five years, has your organization (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control had any issue in relation to not filing or paying taxes by the due date?			

If you have answered "yes" to question 2.2 on the non-payment of taxes and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your company/organization is in that position, please provide details using a separate Appendix. You may contact the Procurement focal point for advice before completing this form.

3. Grounds for discretionary exclusion

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organization.	Please indicate your answer by marking 'X' in the relevant box.		
	Yes	No	
 (a) your organization is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; 			

(b) your organization is guilty of grave professional misconduct, which renders its integrity questionable;	
(c) your organization has entered into agreements with other economic	
operators aimed at distorting competition;	
(d) your organization has shown significant or persistent deficiencies in	
the performance of a substantive requirement under a prior public	
contract, a prior contract with a contracting entity, or a prior	
concession contract, which led to early termination of that prior	
contract, damages or other comparable sanctions;	
(e) your organization—	
(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or	
(ii)has withheld such information or is not able to submit supporting	
documents required under regulation 59 of the Public Contracts	
Regulations 2015; or	
(iii) your organization has undertaken to(aa)unduly influence the decision-making process of the contracting	
authority, or	
(bb)obtain confidential information that may confer upon your	
organization undue advantages in the procurement procedure; or	
(g)your organization has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	

Taking Account of Bidders' Past Performance

The authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). PSI may consider any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. PSI may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, PSI may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

4. Economic and Financial Standing

4.1	The Procurement committee will carry out an independent finan suppliers as deemed necessary. Please check off which of the following to evidence your organization having the required financial streng appropriate box(es). <i>Please attach to the application submission</i> .	you have provided
	(a) A copy of the audited accounts for the most recent two years (if available)	YesNoN/A
	(b) A copy of bank statement for the last six months	YesNoN/A
	 (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). <u>Please</u> specify: 	YesNoN/A
4.2	 (a) Are you part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below: Name of the organization Legal relationship to the Supplier completing the PSQ If yes, please provide ultimate / parent company accounts if available. If yes, would the ultimate / parent company be willing to provide a guarantee if necessary? If no, would you be able to obtain a guarantee elsewhere (e.g from a bank? 	□ Yes □ No □ Yes □ No □ Ni/A
		O N/A

5. Technical and Professional Ability

5.1	Rel	Relevant experience and contract reference			
	private sector, that are re	 Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the authority's requirement. Contracts for supplies or services should have been performed during the past <u>three</u> years, <u>and be attached to the application submission</u>. The named customer contact provided should be prepared to provide written evidence to the procurement committee to confirm the accuracy of the information provided below. 			
		Contract 1	Contract 2	Contract 3	
5.1.1	Name of organization				
5.1.2	Point of contact				
	Position				
	E-mail address				
	Telephone number				
5.1.3	Contract start date				
	Contract completion date				
	Contract value				
5.1.4	If you cannot provide at least one example, please briefly explain why (100 words Please attach contracts (purchase orders, framework agreements, etc)		r (100 words max) N.B.		

5.2	Submit at least two recommendation letters from organizations for work done of a similar size and scope. These should be on company letterhead and signed and/or stamped by authorized employee.
5.3	Summarize the Company's qualifications and experience in the provision of system maintenance and upgrading

5.4	Describe the Company's experience dealing with system maintenance and upgrading
	Describe the Company's capability to do system maintenance and upgrading

6. Declaration

I declare that to the best of my knowledge the answers submitted to these questions are correct.

I understand that the information will be used in the selection process to assess my organization's suitability to be invited to participate further in this procurement, and I am signing on behalf of.....

(Insert name of supplier)

I understand that the authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.

I also declare that there is no conflict of interest in relation to the authority's requirement.

PSQ COMPLETED BY			
Name			
Role/Title in organization			
Date			
Signature			

PSI GENERAL TERMS AND CONDITIONALS

1. Independent Contractor.

[a] Supplier acknowledges that it is an independent contractor who is responsible for providing all basic equipment and materials necessary for the completion of the tasks assigned, that it is not an agent of PSI, and it has no authority, express or implied, to assume or create any obligations on behalf of PSI or to receive any training from PSI.

[b] Supplier understands and acknowledges that performance of the Services may expose its employees to a variety of risks and dangers including, without limitation, disease or infection, acts of terrorism, hostage taking, other physical violence or threats to safety, theft, armed conflict, or civil unrest. These risks could result in injury, illness, temporary or permanent disability, property or financial loss, psychological trauma, or death. Supplier agrees that it will take full responsibility for its employees who are performing Services under this Agreement and that its employees have agreed to undertake any assignment under this Agreement voluntarily, and with full knowledge of its risks and dangers. Service Provider further agrees that it will:

[i] take full personal responsibility for its employees' safety, security and health;

[ii] freely assume all risk of harm to or loss of health, life or property for its employees;

[iii] release and forever discharge PSI (including its directors, officers, employees, agents and insurers) from any and all costs, claims, losses, damages, or liability of any nature arising in connection with any injury, illness, physical or mental trauma, property or financial loss, disability or death Service Provider's employees may suffer as a result of performance of the Services for PSI; and

[iv] secure from each of its employees performing Services under the Agreement a written release and discharge forever of PSI (including its directors, officers, employees, agents and insurers) from any and all costs, claims, losses, damages, or liability of any nature arising in connection with any injury, illness, physical or mental trauma, property or financial loss, disability or death Service Provider's employees may suffer as a result of performance of the Services for PSI.

2. Non-Solicitation.

During the Term, and for a period of one (1) year thereafter, Supplier will not directly or indirectly solicit or induce, or attempt to solicit or induce, any PSI employee or Service Provider to leave his/her employment or consultancy with PSI for any reason whatsoever.

3. Work Product.

Supplier acknowledges that any work conceived, designed or produced in the course of performing or providing the Services (including, without limitation, services, deliverables, copyrightable works, technical or other data, and intangible property of all kind) is the sole and exclusive property of PSI ("Work Product"). Service Provider waives any rights, including intellectual property rights, in all Work Product, and will not distribute or make any other use of Work Product outside PSI without PSI's express written authorization. Service Provider hereby assigns to PSI all right, title and interest in any Work Product, and/or any other work conceived, designed or produced by Service Provider's

employees performing Services under this Agreement, alone or with others, in the course of, or as a result of, this consultancy with PSI, and agrees to execute and deliver to PSI any additional documents that may be necessary to effectuate such assignment.

4. Return of Property.

At the end of the Term, or at any time upon PSI's request, Service Provider will return to PSI (i) all keys, passwords, and any other access devices in the possession or control of Service Provider's employees that may be used for any PSI office, warehouse, safe, or equipment; (ii) all documents or copies of documents, or material of any nature, whether stored electronically, in hard copy, or by any other means, in the possession or control of Service Provider's employees, that belong to PSI, contain or are derived from PSI's confidential or proprietary information (as specified in Section 11), or relate in any way to PSI, any of PSI's activities or operations, or any of its employees; and (iii) all other PSI property including, without limitation, physical and financial assets, bank accounts, credit, debit or charge cards and funds.

5. Confidentiality.

Supplier acknowledges that any information obtained by its employees in performing this Agreement regarding PSI's operations, products, services, policies, systems, programs, procedures, employees, strategies, research, budgets, proposals, finances, plans, donor or business relationships, or any other aspect of its business that is not generally known to the public, is confidential and proprietary. During and after the Term, Service Provider and its officers, directors, employees and any other agents will hold such information secret and will not: (i) use such information for any purpose other than performance of this Agreement; or (ii) disclose such information, directly or indirectly, to anyone outside PSI, without in each instance the prior written consent of PSI.

6. Representations.

Supplier represents and warrants that (i) all information provided by Service Provider to PSI regarding the qualifications of its employees and of Service Provider as an entity is true and correct in all material respects; (ii) the Services will be performed in a professional and workmanlike manner; (iii) Service Provider is not restricted in any way, by agreement or otherwise, from entering into this Agreement and performing the Services, and there are no actual or potential conflicts of interest in Service Provider's engagement by PSI; (iv) the work produced under this Agreement will constitute the original work of Service Provider's employees, and will not infringe any copyright, trade secret, contract or other intellectual property, proprietary or personal rights of any person, and will be free of any liens, encumbrances or other claims; and (v) Service Provider is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this consultancy by any Federal department or agency.

7. Legal Compliance.

In addition to all other laws applicable to Service Provider and/or the Services,

[a] Supplier agrees that its officers, directors, employees or any other agents will not pay, offer or promise to pay, or authorize anyone else to pay or offer to pay money or anything of value to a foreign official, political party or party official, or any candidate for foreign political office, directly or indirectly, including through agents or intermediaries, with the intent to induce the recipient to misuse his/her official position to obtain or retain business for PSI or to direct business to any other person;

and

[b] Supplier understands and acknowledges that U.S. Executive Orders and laws prohibit transactions with, and the provision of material support or resources to, individuals and organizations associated with terrorism. It is the legal responsibility of Service Provider to ensure compliance with these Executive Orders and laws.

[c] Should the Service Provider have any concerns related to fraud, waste, abuse or corruption under this contract either with employees or anyone working for, or affiliated with PSI, the service provider may report allegations and concerns through PSI's third-party whistleblower as per below; NAME: One trust Whistleblower Hotline URL: ONETRUST.PSI.ORG US PHONE NUMBER: 800-461-9330 PSI TANZANIA PHONE NUMBER: +255 754781110"

8. Conflict of Interest Clauses:

A. Neither the Supplier nor any of the Supplier's officers, employees, agents or subcontractors shall engage in any personal, business or professional activity which conflicts or could conflict with any of the Supplier's obligations under the Contract.

B. Without prejudice to any other provisions in the agreement the Supplier shall notify Population Services International immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

C. The Supplier shall ensure that its officers, employees, agents and subcontractors comply with the provisions of this clause.

- D. Prohibitions. During the term of this Agreement, SUPPLIER shall not engage in:
 - Trafficking in persons (TIP) as defined in applicable UN Conventions;
 - Procuring commercial sex acts;
 - Using forced labor;
 - Committing any act with respect to employees (including Suppliers and volunteers) that supports or advances TIP including (i) confiscating identity or immigration documents; (ii) failing to provide return transportation upon request to employees recruited from another country; (iii) making false or misleading representations concerning terms or conditions of employment; (iv) charging recruitment fees to an employee; (v) using recruiters that do not comply with labor laws in the country where the recruitment takes place; (vi) if required by law or contract, failing to provide a written employment agreement or work document setting out employment conditions in a language the employee understands; or (vii) housing employees in substandard conditions.

E. Reporting. If SUPPLIER receives any credible information concerning a violation of any of the foregoing prohibitions, it must immediately notify PSI, fully cooperate, and enable its employees to cooperate with any investigation and/or corrective action by PSI, USAID, or other U.S. Government body.

9. Compliance Plan and Certification.

A. Compliance Plan. During the Term, SUPPLIER shall (i) maintain, (ii) post at its work place and on its website, or provide to each worker in writing, and (iii) provide PSI upon request, a compliance plan appropriate to the size and complexity of this agreement and to the nature and scope of activities to be performed hereunder, including the number of non-U.S. citizens to be employed and the TIP risk. At a minimum the compliance plan must include:

- A TIP awareness program and the actions that will be taken against employees for violations.
- A process for employees to report TIP issues without fear of retaliation, including information and access to the Global Human Trafficking Hotline (1-844-888-FREE or help@befree.org).
- A recruitment and wage plan that (i) requires use of recruitment companies with trained employees; (ii) prohibits charging recruitment fees to the employee; and (iii) ensures that wages meet host country legal requirements or explains any variance.
- If housing is provided to employees, a housing plan that meets host country housing and safety standards.
- Procedures to prevent agents and subcontractors at any tier or dollar value from engaging in TIP activities and to monitor, detect and terminate any agents, subcontractors or employees found to have engaged in such activities.

B. Certification. SUPPLIER shall annually submit a certification to PSI that:

- It has implemented a compliance plan in accordance with Paragraph A to prevent the prohibited TIP activities and to monitor, detect, and terminate any agent, subcontractor or employee engaging in such activities; and
- After conducting due diligence, either:
- To the best of its knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in such activities; or
- If abuses relating to such activities have been found, it or they have taken the appropriate remedial and referral actions.

10. Liability.

Supplier will not be liable to PSI, or to anyone who may claim any right due to any relationship with PSI, for any acts or omissions by Service Provider's employees in the performance of the Services, except where such acts or omissions are due to the negligence or the willful or intentional misconduct of Service Provider's employees. PSI will hold Service Provider harmless for any obligations, costs, claims, judgments, attorneys' fees and expenses arising from the services performed by Service Provider's employees under this Agreement, except when the same are due to the negligence or the willful or intentional misconduct of Service Provider's employees.

11. Termination.

[a] This Agreement may be terminated by either Party at any time prior to its scheduled expiration date without cause by thirty (30) days written notice. In the event of such termination, PSI will pay Service Provider for the services performed by Service Provider's employees prior to the effective date of termination. In addition, PSI will reimburse Service Provider for its employees' travel time, if any, to their points of origin, and any days for final report preparation, all as specified in the notice of termination.

[b] This Agreement may be terminated by PSI at any time prior to its scheduled expiration date by written notice to Service Provider in the event that Service Provider materially fails to comply with any covenant contained in this Agreement. In the event of such termination, PSI will determine the

extent to which Service Provider's employees have satisfactorily delivered Services prior to the effective date of termination and will determine the extent to which fees, if any, are payable to Service Provider for the services performed.

12. Force Majeure.

In the event of *force majeure* - that is, an event not in existence on the Effective Date that is beyond the control and without the fault of either of the Parties, such as an act of God, natural or man-made disaster, strike, epidemic, lock-out, foreign or civil war, quarantine restriction or any other similar event, PSI shall be entitled to terminate the Agreement or any part thereof if the performance of the Services is prevented or significantly impaired by any such *force majeure*. In the event of such termination, Service Provider shall be entitled to payment for Services completed and expenses incurred prior to termination, in accordance with this Agreement.

13. Disputes.

[a] Any dispute arising out of this Agreement shall be resolved by arbitration before courts of Jurisdiction of Somalia. Judgment upon the award rendered by the arbitrator will be final and binding upon the Parties and may be entered in any court of competent jurisdiction.

[b] If a judicial proceeding is brought by either Party to resolve a dispute that is subject to arbitration hereunder, or to challenge an arbitral award rendered hereunder, the defendant in that proceeding, if it prevails, will be awarded its costs and reasonable attorneys' fees. If a Party fails to comply with an arbitral award rendered hereunder, and the other Party seeks enforcement of the award in court, the plaintiff in that proceeding, if it prevails, will be awarded its costs and reasonable attorneys' fees.

14. Notices.

Except as otherwise specifically provided herein, any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing, by e-mail or fax, and will be deemed duly given or sent when delivered to such Party at the following address:

<u>To PSI</u>: Population Services International, 12th Floor Faykat Tower, Plot No. 236-238, Ali Hassan Mwinyi Road block 41, P.O. Box 33500, Kinondoni, Dar es Salaam, Tanzania, and email: info@psi.or.tz

To Supplier: or "Supplier"), address and contact details

Other addresses may be substituted for the above upon the giving of written notice to the other Party in accordance with this provision.

15. Assignment.

Neither this Agreement nor any of the duties and obligations under this Agreement may be assigned or subcontracted by Service Provider without the prior written consent of PSI.

16. Amendment.

This Agreement may be amended only by a written instrument signed by the duly authorized representatives of both Parties.

17. Partial Invalidity.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

18. Governing Law.

This Agreement will in all respects be governed by and construed in accordance with the laws of the Somalia without regard to its conflicts of law's provisions.

19. Survival.

The following provisions shall survive the termination or expiration of this Agreement: Sections 9, 11-13, 15, 18, 19, and 23.

20. Entire Agreement.

This Agreement, including all Annexes, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other agreements and understandings between the Parties, whether oral, written or electronic.

IN WITNESS WHEREOF Population Services International and Service Provider have each caused this Agreement to be executed on their behalf, as of the Effective Date.

Supplier

Signature

Printed Name/Title

Date