



TSA



TANZANIA STARTUP ASSOCIATION

TENDER BOOK

**Tender for Conducting a Comparative
Baseline Survey on the Establishment
of the Startup Act in Tanzania**

31st May 2021

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1. Invitation for Bidders

- Tanzania Startup Association (TSA) is an umbrella membership-based organization, which brings together stakeholders of startup ecosystem; including early-stage businesses, small and medium businesses, innovation hubs, social enterprises, venture capital and private equity funds in Tanzania to drive the agenda that ensue growth of the startup ecosystem. The startup ecosystem is inadequately served by the existing policies, legal, and regulatory frameworks which were designed for traditional businesses of production, trading and selling services. TSA aims to address this gap through advocating and lobbying for frameworks that create inclusive and conducive business environment for Startups in Tanzania.
- Tanzania Startup Association (TSA) in partnership with the Ministry of Industries and Trade (MoIT) in Tanzania intends to conduct a comparative baseline survey on establishing a startup act in Tanzania. The pursuit to establish the startup policy/act is one of the efforts by TSA to advocate for policies, laws and regulations that create an inclusive and conducive business environment for startups to grow and scale in Tanzania. In this specific work, TSA collaborates with the Ministry of Industries and Trade (MoIT) Tanzania, with support from the Embassy of the Kingdom of the Netherlands in Tanzania.
- TSA and the MoIT now invites proposals for conducting a comparative baseline survey on establishing a startup act in Tanzania. The scope of the assignment will involve (i) a review and diagnostic of current, major challenges facing Startups which are caused by the existing Tanzania policies, legal and regulatory frameworks that could potentially be addressed through realistic reforms; (ii) a benchmark of selected recent African Startup acts (Tunisia & Senegal) and Kenya's startup bill to develop a clear understanding of Tanzania's legislative framework, comparative strengths and weaknesses and its potentials for reform; (iii) a set of tangible, feasible and clear recommendations and best practices for legislative reforms and further dialogue around design and implementation for policy makers and the general startup ecosystem stakeholders; (iv) and a comprehensive, well presented, report clearly combining the deliverables above.
- Interested institutions **MUST** apply as a consortium comprised of a research firm and a law firm, and **MUST** have experience working with regional and international research organizations.
- The consortium will be selected under the quality and cost-based selection method (QCBS), and procedures described in the tender document.
- The deadline for proposal submission is 21st June 2021. Late submissions shall not be accepted for evaluation.

**Chief Executive Officer,
Tanzania Startup Association (TSA)**

February 2021

2. Instruction to Tenderers

2.1 Introduction

2.1.1 Scope of the Tender

- i. TSA and the MoIT invites tenders for the service of conducting a comparative baseline survey on the establishment of the startup act in Tanzania.
- ii. The successful Tenderer will be expected to conduct a comparative baseline survey on the establishment of the startup act in Tanzania withing the period stated in the Tender Data Sheet (TDS), from the start date specified in the Tender Data Sheet (TDS).

2.1.2 Source of Funds

- i. TSA, with financial support from the Embassy of the Kingdom of the Netherlands in Tanzania, has set aside funds for the operations during the period of time indicated in the Tender Data Sheet (TDS). It is intended that the funds will be applied to cover eligible payments under the contract of conducting the comparative baseline survey as described in the Tender Data Sheet (TDS).

2.1.3 Eligible Tenderers

- i. A Tenderer may be a natural person, companies or firms of public agencies of Tanzania and foreign countries, subject to Invitation To Tender (ITT) sub-clause 3.iv or any combination of them with a formal intent to agree or under and existing agreement in the form of a joint venture, consortium, or association. In the cases of a joint venture, consortium, or association, all members shall jointly and severally be liable for the execution of the contract in accordance with the contract terms. The joint venture, consortium, or association shall nominate a Lead Member who shall have the authority to conduct all businesses for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process, and in the event the joint venture, consortium, or association is awarded the contract, during contract execution. Unless specified otherwise in the Tender Data Sheet (TDS), the limit on the number of members in a joint venture, consortium, or association shall remain 3.
- ii. The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the Procuring Entity.
- iii. Any tender from a joint venture, consortium or association shall indicate the part of the proposed contract to be performed by each party and each party shall be evaluated or post qualified concerning its contribution only and the responsibilities of each party and shall not be substantially altered without the prior written approval from the procuring g entity.
- iv. The Invitations for Tender is open to all suppliers.
- v. A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more partied in this bidding process if they:
 - Have controlling shares in common;
 - Receive or have received any different subsidy from any of them;
 - Have the same legal representative for purposes of this tender;
 - Or Have submitted more than one tender in this bidding process.
- vi. A tender may be ineligible if:
 - The tender is declared bankrupt or, in the case of company or firm, insolvent;
 - Payment in favour of the Tenderer is suspended in accordance with the judgement of a court of law other than a judgement declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose its property;

- Or the Tenderer is convinced, by a final judgement, of any offense involving professional conduct.
- vii. Tenderers shall provide to the procuring entity evidence of their eligibility, proof of compliance with necessary legal, technical and financial requirements, and their capability and adequacy of resources to carry out the contract effectively.
- viii. Tenderers shall provide evidence of their continued eligibility satisfactory to the procuring entity, as the procuring entity shall reasonably request.

2.1.4 One Tender Per Tenderer

- i. A firm shall submit only one tender, in the same bidding process, either individually as a tenderer or as a partner in a joint venture, consortium, or association.
- ii. No firm shall be a subcontractor while submitting a tender individually or as a joint venture, consortium, or association.
- iii. A firm, if acting in the capacity of a subcontractor in any tender, may participate in more than one tender but only in that capacity.
- iv. A tenderer who submits or participates in more than one tender (other than a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the tenders in which the tender has participated to be disqualified.

2.1.5 The Cost of Bidding

- i. The Tenderer shall bear all the costs associated with the preparation and submission of its tenders, and TSA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.2 The Tendering Documents

2.2.1 Content Tendering Documents

- i. In addition to the Invitation For Tender (IFT), the tendering documents are those stated below and should be read in conjunction with any addenda issues in accordance with Invitation To Tender (ITT)
Section II – Instruction To Tender (ITT)
Section III – Tender Data Sheet (TDS)
Section IV – Bids Submission Form
Section IV – Terms of Reference
- ii. The number of copies to be completed and returned with the tender is specified in the Tender Data Sheet (TDS).

2.2.3 Clarification of Tendering Documents

- i. A prospective Tenderer requiring any clarification of the tendering documents shall contact TSA and the MoIT in writing or in electronic forms that provide a record of the content of communication at TSA's address indicated in the Tender Data Sheet (TDS) before the deadline of the submission of the Tenders.
- ii. TSA and the MoIT will, within three (3) working days respond in writing or in electronic forms that provide a record of the content of communication n to any request for clarification provided the request is received no later than fourteen (14) days before the deadline for submission of Tenders.
- iii. Copies of TSA and the MoIT response will be forwarded to all prospective tenderers, including a description of the inquiry, but without identifying its source.

- iv. Should TSA and the MoIT deem it necessary to amend the tendering documents as a result of a clarification, it shall do so following the procedures under Instruction To Tender (ITT).

2.2.4 Amendments of Tendering Documents

- i. Before the deadline for submission of Tenders, TSA and the MoIT, for any reason, whenever in response to a clarification requested by a prospective Tenderer, may modify the tendering documents by issuing addenda.
- ii. Any addendum including the notice of any extension of deadline issued shall be part of the tendering documents and shall be communicated in writing or in electronic forms that provide a record of the content of communication to all who have obtained the Tendering documents directly from TSA and the MoIT. Prospective Tenderers shall acknowledge receipt of each addendum in writing or in electronic forms that provide a record of the content of communication of TSA.

To allow prospective tenderers, reasonable time in which to take an addendum into account in preparing their tenders, TSA and the MoIT, at its discretion, may extend the deadline for the submission of tenders, pursuant to Instruction To Tender (ITT)

2.3 Preparation of Tenders

2.3.1 Language of Tenders

- i. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and TSA and the MoIT shall be written in the language specified in the Tender Data Sheet (TDS).

2.3.2 Documents Constituting the Tenders

- i. The tender prepared by the tenderer shall constitute the following components:
 - Form of Tender and a price schedule completed in accordance with Instruction to Tender (ITT).
 - Documentary evidence established in accordance with Instruction to Tender (ITT) 14. that the Tenderer is eligible to tender and is qualified to perform the contract if it is tender accepted;
 - And a written Power of Attorney authorizing the signatory of the tender to commit the tenderer, in accordance to clause Instruction to Tender (ITT).

2.3.3 Documents Establishing Eligibility and Qualifications of the Tenderer

- i. The Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- ii. The documents evidence of the Tenderer's eligibility to tender shall establish to TSA's satisfaction that the Tenderer, at the time of submission of its Tender, at the time of submission of its tender, is from an eligible country as defined under Instruction To Tender (ITT).
- iii. The documentary evidence of the Tenderer's qualification to perform the contract if its tender is accepted shall establish to TSA's and the MoIT's satisfaction that, the Tenderer has the financial and professional capacity to perform, meet qualification criteria specified in the Tender Data Sheet, and has a successful performance history in accordance with criteria specified in the Tender Data Sheet. If a pre-qualification process has been undertaken for the contract, the Tenderer shall, as part of its tender, update any information submitted with its pre-qualification.

2.3.4 Form of Tender

- i. The Tenderer shall fill the form of tender furnished in the Tendering documents. The form of tender must be completed without any alterations to its format and no substitute shall be accepted.

2.3.5 Tender Price

- i. Unless otherwise specified in the budget, Tenderers shall quote for the entire activities on a “single responsibility” basis such that the total Tender Price covers all the Tenderer’s obligations mentioned in or to be reasonably inferred from the tendering documents. This includes all requirements under Tenderer’s responsibilities for pilot, ecosystem meetups, pre-commissioning, and commissioning of different facilities, the acquisition of all permits, approvals, and licences, the operations, maintenance a training services, and such other services which may be needed as may be specified in the tendering documents. Items against which no prices are entered by the Tenderer will not be paid for by TSA and the MoIT when executed and shall be deemed to be covered by the prices for other items.
- ii. Tenderers are required to quote the price for the commercial, contractual and technical obligations outlined in the tendering documents.
- iii. Tenderers shall give a breakdown of the prices in the manner and detail called for in the price schedules. Where no price is schedules are included in the Tendering Documents, Tenderers shall present their prices in the following manner:

Separate numbered schedules shall be used for each of the following elements. The total amount from each schedule (1 to 4) shall be summarized in a Grand Summary (schedule 5) giving the total Tender price(s) to be entered in the tender Form.

Schedule No. 1 Professional service charges.

Schedule No. 2 Stakeholders engagements.

Schedule No. 3 Local transportation.

Schedule No. 4 Any other costs.

Schedule No. 5 Grand Summary.

- iv. In the schedules, Tenderers shall give the required details and a breakdown of their prices as follows:
 - Professional service charges shall be quoted separately and shall include rates or prices of all labour scheduled to take part in execution.
 - Stakeholders engagement rates of materials, consumables, manuals, trainings, and all matters whatsoever nature, used to facilitate engagements with the stakeholders of the startup ecosystem, quoted as of twenty-eight (28) days prior to the deadline for submission of Tenders.
 - Local transportation to the named place of destination, as specified in Tender Data Sheet, as of twenty-eight (28) days prior to the deadline for submission of Tenders.
 - Any other cost shall be quoted separately and described separately.
- v. The prices quoted by the Tenderer shall be fixed during the performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

2.3.6 Tender Currencies

- i. Prices shall be quote in the following currencies:
 - For Tenderers from within the United Republic of Tanzania, the prices shall be quoted in Tanzanian Shillings, unless otherwise specified in Tender Data Sheet.
 - For Tenderers from abroad, the tender price shall be quoted in the freely convertible currency of another country.
- ii. The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent will be computed using the rates quoted in the tender.
- iii. Tenderers shall indicate details of their expected foreign currency requirements in the Tender.
- iv. Tenderers may be required by TSA and the MoIT to clarify their foreign currency requirements and substantiate that the amounts included in Lump sum and in the contract are reasonable and responsive.

2.3.7 Tender Validity Period

- i. Tender shall remain valid for the period in after the tender submission deadline pre-described by TSA and the MoIT. A tender valid for a shorter period shall be rejected by TSA and the MoIT as non-responsive.
- ii. In exceptional circumstances, prior to the expiry of the original tender validity period, TSA may request the Tenderer to extend the period of validity for a specified additional period. The request and the Tenderer's response shall be made in writing or in electronic forms that provide a record of the content of the communication.
- iii. In the case of fixed-price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial tender validity period, the contract price will be increased by a factor specified in the request of an extension. The tender valuation shall be based on the tender price without taking into consideration on the above correction.

2.3.8 Formatting and Signing of the Tender

- i. Unless stated in Tender Data Sheet (TDS), the Tenderer shall prepare an original and the number of copies of the Tender indicated in the Tender Data Sheet, clearly making each ORIGINAL and COPY as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii. The original and the copy of copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the Tender Date Sheet and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for amended printed literature, shall be initiated by person or persons signing the tender.
- iii. The interlineations, erasures, or overwriting shall be valid only if they are signed or initiated by the person or persons signing the tender.
- iv. The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this tender and to contract execution if the Tenderer is awarded the contract.

2.4 Submission of Tender

2.4.1 Deadline for Submission of Tender

- i. Tenders shall be received by TSA and the MoIT at the address specified no later than the date and time specified in the Tender Data Sheet.

ii. TSA may, in exceptional circumstances and at its discretion, extend the deadline for submission of Tenders by amending the tendering documents in accordance in which case all rights and obligations of TSA and the MoIT and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.

2.4.2 Late Tenders

- i. TSA and the MoIT shall not consider for evaluation any tender that arrives after the deadline for submission of Tenders.
- ii. Any tender received by TSA and the MoIT after the deadline of submission of tenders shall be declared late, rejected, and return unopened to the Tenderer.

2.5 Opening and Evaluation of Tender

2.5.1 Technical Evaluation

- i. TSA and the MoIT will carry-out a detailed evaluation of the Tenders previously determined to be substantially responsive in order to determine whether the technical aspect is in accordance with the requirements outlined in the tendering documents and the terms of reference. To reach such a determination, TSA and the MoIT will examine and compare the technical aspect of the tenders based on the information supplied by the tenderers, taking into account the following factors:
 - Overall completeness and compliance with the technical requirements; derivations from technical requirements as identified in the tender and those derivations not so identified; suitability of the proposal; and quality, function and operation of any process control concept included in the tender. The tender that does not meet minimum acceptable standards of completeness, consistency, and details will be rejected for non-responsiveness.
 - Any other relevant factors, that TSA and the MoIT deem necessary or prudent to take into consideration.

2.6 Award of Contract

2.6.1 Award Criteria

- i. TSA and the MoIT will award the contract to the Tenderers whose Tender has been determined to be substantially responsive to the tendering based on the documents, quality and price; provided that such tenderer is:
 - Determined to be qualified to perform the contract satisfactorily;
 - And successful negotiations have been concluded -if any!

2.6.2 Negotiations

- i. Negotiations may be undertaken ranking first proposal based on quality of evaluated Tender relating to the following areas:
 - A minor alteration to the technical details of the statement of requirements;
 - Reduction of quantities for budgetary reasons, where the reduction is more than any provided for in the solicitation documents;
 - A minor amendment to the special conditions of contract.
 - Finalizing payment arrangements;
 - Delivering arrangements;
 - The methodology;
 - Or clarifying details that were not apparent or could not be finalized at the time of bidding.
- ii. Where negotiation fails to result into an agreement, TSA may invite the next ranked Tenderer for negotiations. Where negotiations commenced with the next ranked Tenderer, TSA shall not reopen earlier negotiations.

2.6.3 TSA and the MoIT Right to Accept Any Tender, and to Reject Any or All Tenders

- i. TSA and the MoIT reserves the right to accept or reject any tender and to annul the bidding process and reject all tenders at any time before contract award, without thereby incurring any liability to the affected Tenderer(s).
- ii. Notice of the rejection of all tenders shall be given shortly after submission deadline.
- iii. TSA and the MoIT shall upon request communicate to any Tenderer on the ground for its rejection of the tender, but TSA is not required to justify those grounds.

2.6.4 Notification of Award

- i. Before awarding of the contract, the Procuring entity shall issue a notice of intention to award the contract to all tenderers who participated in the tender in question giving them fourteen (14) days within which to submit complaints to the procuring entity thereof, if any.
- ii. Where no complaints have been logged, the Tenderer whose tender has been accepted will be notified of the award by the procuring entity before the expression of the tender validity period in writing or electronic forms that provide a record of the content of the communication. The letter of acceptance will state the sum that the procuring entity will pay the successful tenderer in consideration for the execution of the scope of works as prescribed by the contract (hereinafter and in the contract called the “contract price”)
- iii. The notification of award will constitute the formation of the contract.
- iv. If, after notification of award, a tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the procuring entity. The procuring entity will promptly respond in writing to the unsuccessful Tenderer.

2.6.5 Signing the Contract

- i. Promptly after notification, procuring entity shall send the successful tenderer the agreement and special conditions of contract, incorporating all agreements between the parties obtained as a result of contract negotiations.
- ii. Within seven (7) days of receipt of the form of contract, the successful tenderer shall sign and date the contract agreement and return it to TSA.

3. Tender Data Sheet

The following tender-specific date for the service of conducting a comparative baseline survey to be procured shall amend and or supplement the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Tenderers (ITT).

TDS Clause	ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A: INTRODUCTION		
1.	1.1	Name of the Procuring Entity: Tanzania Startup Association (TSA) The subject of procurement is a consultancy service for conducting a comparative baseline survey on the establishment of the startup act in Tanzania.
	1.2	Commencement date: Within one Weeks after signing the Contract
2.	2.1	The financial year for the operations of the Procuring Entity: 2021 Name and identification number of the Contract TENDER for Tender for conducting a comparative baseline survey on the establishment of the startup act in Tanzania.
3.	3.1	The maximum number of members in the joint venture, consortium, or association shall be: 3 members
TDS Clause	ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
4	4.1	Ineligible country(ies) is or are None
B: THE BIDDING DOCUMENTS		
5	5.1	Number of Copies shall be: One electronic copy
C: PREPARATION OF TENDERS		
7	7.1	The language of all correspondence and documents related to the Tender is: English
8	8.1	As stated in the TOR document.
9	9.1	The DDP destination site is Dar es Salaam
	9.2	The place of destination is Dar es Salaam
	9.3	The price shall be fixed
10	10.1	For services originating in the United Republic of Tanzania the currency of the Tender shall be Tanzanian Shillings or other easily convertible currency
11	11.1	The Tender validity period shall be 30 days.
12	12.1	Technical proposal and financial proposal shall be zipped under one folder and named after tender name.
	12.2	Written confirmation of authorization is "Power of Attorney"
D: SUBMISSION OF TENDERS		
13	13.1	For Tender submission purposes only, the Procuring Entity's address is: Tanzania Startup Association (TSA), 6 th Floor, Al Dua Tower Building, New Bagamoyo Road, P.O. Box 11921, Dar es Salaam.
		Submission is strictly online through TSA email address. To submit your application, send your proposal and related materials to admin@tsa.co.tz Only the shortlisted/awarded bidders will be contacted.

4. Bids Submission Forms

4.1 Technical Proposal - Standard Forms

- Tech 1: Technical proposal submission form.
- Tech 2: Tenderer's organization and experience.
- i. Tenderer organization and experience.
 - ii. Tenderer's experience.
- Tech 3: Comments or suggestions on the Terms of Reference and on counterpart staff and expertise/facilities to be provided.
- i. On the Terms of Reference.
 - ii. On the counterpart staff and facilities/expertise.
- Tech 4: Description of the approach, methodology, and work plan for performing the assignment.
- Tech 5: Team composition and Task assignments.
- Tech 6: Curriculum Vitae for proposed professional staff.
- Tech 7: Staffing schedule.
- Tech 8: Work Schedule.

4.1.1 Tech 1: Technical Proposal Submission Form

[Location, Date]

To: [Name and Address of the client]

Dear Sir/Madam;

We, the undersigned, offer to provide the service for [insert title of assignment] in accordance with your request for proposal dates [insert date] and our proposal. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal sealed under a separate envelope.

We are submitting our proposal in association with [insert a list with full names and addresses of each associate]. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the proposal, that is, before the date indicated in paragraph reference 1.2 of the Data Sheet, we undertake to negotiate based on the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake, if our proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in paragraph reference 5.1 of the data sheet. Also, we understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized signature [in full and initials]

Name and title of signatory:

Name of the firm:

Address:

4.1.2 Tech 2: Tenderer's Organization and Experience

i. Tenderer's Organization:

[Provide a brief, two pages, description of the background and organization of your firm/entity and each associate for this assignment]

ii. Tenderer's Experience:

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this agreement. Use 20 pages]

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

Tenderer's Name: _____

4.1.3 Tech 3: Comments and Suggestions

i. On the Terms of Reference:

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

ii. On Counterpart Staff and Expertise/Facilities:

[Comment here on counterpart staff and facilities to be provided by the client including administrative support, office space, local transportation, equipment, data, etc]

4.1.4 Tech 4: Description of Approach, Methodology, and Work plan

i. Technical Approach and Methodology:

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

ii. Work Plan:

In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing an understanding of the Terms of reference and ability to translate them into a feasible work plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the work schedule from Tech 8.

iii. Organization and Staffing:

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













4.1.5 Tech 5: Team Composition and Task Assignment

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
1				
2				
3				
n				

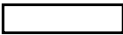

4.1.6 Tech 6: Curriculum Vitae (CV) for Proposed Professional Staff

[Use available format, maximum of three pages. Also, give detailed tasks assigned to each staff]

4.1.7 Tech 7: Staffing Schedule

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

- For professional staff, the input should be indicated individually; for support staff, it should be indicated by category.
- Months are counted from the start of the assignment. For each staff indicate separately input for home and field work.
- Fieldwork means work carried at a place other than the Tenderer's home office.

 Full time input
 Part time input

4.1.8 Tech 8: Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

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

4.2 Financial Proposal – Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the financial proposal according to the instruction provided.

[The appendix “Financial Negotiations – Breakdown of Remuneration Rates” is to be only used for financial negotiations when the quality-based selection, selection based on qualification, or single-source selection method is adopted]

FIN 1: Financial Proposal Submission Form

FIN 2: Summary of Costs

FIN 3: Breakdown of Costs by Activity

FIN 4: Breakdown of Remuneration

FIN 5: Reimbursable Expenses

4.2.1 FIN 1: Financial Proposal Submission Form

[Location, Date]

To [Insert name and address of client]

Dear Sir/Madam;

We, the undersigned, offer to provide the service for [insert title of assignment] in accordance with your request for proposal dated [insert date] and our technical proposal. Our attached financial proposal is for the sum of [insert amount in words and figures]. This is inclusive of local taxes.

Our financial proposal shall be binding upon us to subject to the modifications resulting from the contract negotiations, up to the expiration of the validity period of the proposal. That is before the date indicated in paragraph reference 11.1 of the Data Sheet.

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

Yours sincerely,

Authorized signature [in full and initials]

Name and title of signatory:

Name of the firm:

Address:

4.2.2 FIN 2: Summary of Costs

Item	Costs			
	[Indicate Foreign Currency]	[Indicate Foreign Currency]	[Indicate Foreign Currency]	[Indicate Local Currency]
Total cost of Financial Proposal ²				

- i. Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, delete the others.
- ii. Indicate the total costs, net of local taxes, to be paid by the client in each currency. Such total costs must coincide with the sum of the relevant subtotals indicated in all forms provided with the proposal.

4.2.3 FIN 3: Breakdown of Costs by Activity

Group of Activities (Phase): ²	Description: ³			
	Costs			
Cost component	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency #2] ⁴	[Indicate Foreign Currency #3] ⁴	[Indicate Local Currency]
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- i. Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment, such as if the assignment is phased, and each phase has a different payment schedule, the Tenderer shall fill a separate Form-3 provided must coincide with the total costs of the financial proposal indicated in Form FIN-2.
- ii. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of form Tech-8.
- iii. Short description of the activities whose cost breakdown is provided in this form.
- iv. Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form Fin-2.
- v. For each currency, remuneration and reimbursable expenses must respectively coincide with relevant total costs indicated in forms Fin-4 and Fin-5.

4.2.4 FIN 4: Breakdown of Remuneration

Group of Activities (Phase): _____							
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	[Indicate Foreign Currency # 1] ⁶	[Indicate Foreign Currency # 2] ⁶	[Indicate Foreign Currency # 3] ⁶	[Indicate Local Currency] 6
Foreign							
		[Home]					
		[Field]					
Local Staff							
		[Home]					
		[Field]					
Total							

- i. Form Fin-4 shall be filled for each of the Form Fin-3 provided.
- ii. Professional staff should be indicated individually; support staff should be indicated per category.
- iii. Positions of professional staff shall coincide with the ones indicated in Form Tech-5.
- iv. Indicate separately staff-month rate and currency for home and fieldwork.
- v. Indicate, separately for home and fieldwork, the total expected input of staff for carrying out the group of activities or phase indicated in the form.
- vi. Indicate between brackets the name of the foreign currency. Use the name columns and currencies of Form Fin-2. For each staff indicates the remuneration in the column of the relevant currency, separately for home and fieldwork. Remuneration = staff-month rate x Input.

4.2.5 FIN 5: Breakdown of Reimbursable Expenses

Group of Activities (Phase):								
N°	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency #1] ⁴	[Indicate Foreign Currency #2] ⁴	[Indicate Foreign Currency #3] ⁴	[Indicate Local Currency] ⁴
1	Per diem allowances	Day						
2	International flights ⁵	Trip						
3	Miscellaneous travel expenses	Trip						
4	Communication costs between [Insert place] and [Insert place]							
5	Drafting, reproduction of							
6	Equipment, instruments, materials, supplies, etc.							
7	Shipment of	Trip						
8	Laboratory tests.							
9	Subcontracts							
10	Training of the Client's personnel ⁶							
Total Costs								

Note: The filled descriptions above serve as an example only.

- i. Firm Fin-5 should be filled for each of the Forms Fin-3 provided if needed.
- ii. Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form Fin-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit cost x Quantity.
- iii. Indicate the route of each flight, and if the trips are one or two ways.
- iv. Only if the training is a major component of the assignment, defined as such in the Terms of Reference.

5. Terms of Reference

Terms of Reference (TOR) on a Comparative Baseline Survey on Establishing a Startup Act in Tanzania

5.1 Problem Statement

It is estimated that about 1,000,000 job seekers enter Tanzania's labour market annually. It mainly entails youth. Youth accounts for 60% of the unemployed population whilst the economy's capacity to create new jobs is less than 40,000 per annum in the public sector and 300,000 for the private sector. With these alarming figures and a predicted growth of 10 million people by the year 2020, youth employment is becoming more and more of a challenge in Tanzania. Entrepreneurship can positively contribute to the solution of this challenge, as entrepreneurs can respond quickly to new economic opportunities and trends, can innovate, bring change and create jobs, often for other young people. However, entrepreneurship is often held back by challenges in the economic system.

In the case of Tanzania, The Tanzanian Startup Association (TSA) and the Embassy of the Netherlands in Tanzania have noted that despite recent reform efforts, the business environment continues to be one of the critical bottlenecks to the private sector and competitiveness at large and a flourishing Tanzania entrepreneurship ecosystem supporting businesses with high growth potential in particular.

Some of the main challenges facing the ecosystem includes but not limited to:

- Barriers to general operations which is characterized by regulations, bureaucratic and judicial licensing structures, and a tax regime that create barriers startup entrepreneurs' endeavours;
- Underdeveloped entrepreneurship culture largely be attributed to historical and political reasons associated with colonialism and socialism respectively;
- Under-skilled stakeholders where by most of the Tanzanian founders lacks experience and critical business skills, essential for survival and sustainability of startups beyond the founding phase;
- Underdeveloped infrastructures whereas the ecosystem is not connected, and ecosystem supporters such as innovation hubs struggles with financial sustainability and lacks high quality network and capacity to produce investable Startups that can sustainably and independently obtain further funding;
- Limited investments where Tanzania lacks local funding schemes for the early-to-middle stage of investment that are critical to graduate its startups to higher heights;
- Unreliable markets evidenced by the large number of the entire population having poor purchasing power, and poor transport infrastructures that makes distribution of products a major challenge due to usually the long cumbersome supply chains;
- And unfriendly policies, legal and regulatory frameworks whereas Startups in Tanzania are required to comply with several levies, tax, standards across multiple institutions which are often lengthy and costly processes. Given the low capacity, most of them are not able to comply and thus become prone to hefty penalties, thereby limiting their ability to grow faster.

To remedy these challenges, in order to enable entrepreneurship an entrepreneurial ecosystem policy is proposed, which includes a Startup act, but also a concrete action strategy to develop the capacity and interventions. Startup Acts are legislative instruments aimed at fostering entrepreneurship and enabling the development of new firms with high growth potential. Most Startup Acts create incentives (tax, subsidies, procurement, etc.) for firms considered as startups according to their respective definitions, which are mostly based on perceived potential for growth and innovation. In Africa, already two Startup Acts have been adopted to date: the Tunisian Startup Act of 2018, and the Senegal Startup Act of 2019. Startup Acts are currently under development or consideration in a number of other countries such as Benin, the Democratic Republic of Congo, Egypt, Ethiopia, Ghana and Rwanda.

Last year, October 2020, the TSA and the Netherlands Embassy announced a partnership by signing a Memorandum of Understanding that will seek to further strengthen the startup ecosystem in Tanzania. The aim of the MOU is to provide a framework for a joint partnership in paving the way and achieving a conducive legal and regulatory business environment for the growth of the Tanzanian startup ecosystem. A key step in this process is a guiding document; a comparative baseline survey which will involve and guide all relevant stakeholders (policy makers/NEEC, incubators, investors, startups) in the process of design in the required business-enabling environment for startups.

5.2 Overall Goal

Presenting key challenges affecting the business environment in Tanzania for startups along with a set of clear and feasible recommendations for legislative reform to put in place a more business friendly environment for startups in Tanzania. This survey will provide a framework for reviewing the business climate for startups by comprehensively reviewing the existing legislative and regulatory challenges in light of the current best pan-African practices, including Tunisia, Senegal and Kenya.

5.3 Deliverables

- Review and diagnostic of current, major challenges faced by entrepreneurs which are caused and brought by the existing Tanzania policies and legislative frameworks that could potentially be addressed through realistic (legislative) reforms.
- A benchmark of selected recent African Startup acts (Tunisia & Senegal) and Kenya's startup bill to develop a clear understanding of Tanzania's legislative framework, comparative strengths and weaknesses and its potentials for reform.
- A set of tangible, feasible and clear recommendations and best practices for legislative reforms and further dialogue around design and implementation for policy makers and the general ecosystem stakeholders.
- A comprehensive, well presented, and documented report clearly combining the deliverables above.

5.4 Parameters

- Involving entrepreneurs and their partners (incubators, investors, policymakers, think tanks, etc.) in this survey is crucial. It is hence highly recommended to engage and incorporate a wide range of different stakeholder views and comments by way of consultations, interviews, focused group discussions, etc.
- This survey should not attempt to create an exhaustive list of legislative challenges, but rather identify and select the major legislative hurdles faced by entrepreneurs compounded with tangible, realistic solutions.
- The survey should be approached from the perspective of the challenges faced by entrepreneurs, but should be translated and made presentable to policy makers.
- The coverage and scope of the survey should be more inclined on the soft infrastructure "soft infrastructures" (i.e., the policies, laws and regulations, taxes, fees and charges, procedures, etc.) than on the hard infrastructures (e.g., roads, electricity, etc.).
- The recommendations should be presented in three broad categories or areas, namely, recommendations for quick wins, midterm reforms and long-term reforms.

5.5 Eligibility Criteria

- A consortium comprising a capable research-based institution and a law firm with relevant experience in policy reforms. The organizations can be for profit or not-for-profit private or public companies, or NGOs, International Organizations with a presence in Tanzania, may apply.

- Applicants must implement the project themselves (with partners if applicable) and not simply act as an intermediary channel to provide financing to other implementing parties or subcontract those to execute most of the work.
- The applicants should provide evidence and share relevant and specific details of work/assignments undertaken on startups and/or business environment reforms in the last 5 years, in Tanzania or elsewhere.
- The Applicants with ability to work with capable, reputable international institutions who have vast knowledge of Startup Acts and Small Business Acts in Africa and across the world are highly recommended.

5.6 Time Frame

- Applicants will be requested to submit a full proposal. Deadline for submission is 21st June 2021.
- Reviewing and assessing the submitted proposal and subsequently, selection of the best proposal between 22nd June 2021 to 23rd June 2021.
- Approval full proposal and contracting between 24th June 2021 to 30th June 2021.

5.7 Budget

- The indicative funding is Euro €22,000.00