

REQUEST FOR PROPOSALS

**TECHNICAL ASSISTANCE
FOR THE**

Bank of Tanzania ICT Modernization

Submission Deadline: **11 am**

LOCAL TIME

June 11, 2010

Submission Place:
Manager – Procurement Department
Bank of Tanzania
P.O. Box 2939,
No. 10 Mirambo Street,
Dar es Salaam, Tanzania
Phone: +255-(0)22-2235194
Fax: +255-(0)22-2234053
Email: PMU@hq.bot-tz.org

SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

REQUEST FOR PROPOSALS

SECTION 1:	INTRODUCTION
1.1	BACKGROUND SUMMARY
1.2	OBJECTIVE
1.3	PROPOSALS TO BE SUBMITTED
1.4	CONTRACT FUNDED BY USTDA
SECTION 2:	INSTRUCTIONS TO OFFERORS
2.1	PROJECT TITLE.....
2.2	DEFINITIONS.....
2.3	DEFINITIONAL MISSION REPORT.....
2.4	EXAMINATION OF DOCUMENTS
2.5	PROJECT FUNDING SOURCE.....
2.6	RESPONSIBILITY FOR COSTS
2.7	TAXES.....
2.8	CONFIDENTIALITY.....
2.9	ECONOMY OF PROPOSALS
2.10	OFFEROR CERTIFICATIONS
2.11	CONDITIONS REQUIRED FOR PARTICIPATION
2.12	LANGUAGE OF PROPOSAL.....
2.13	PROPOSAL SUBMISSION REQUIREMENTS
2.14	PACKAGING.....
2.15	AUTHORIZED SIGNATURE
2.16	EFFECTIVE PERIOD OF PROPOSAL
2.17	EXCEPTIONS
2.18	OFFEROR QUALIFICATIONS
2.19	RIGHT TO REJECT PROPOSALS
2.20	PRIME CONTRACTOR RESPONSIBILITY
2.21	AWARD
2.22	COMPLETE SERVICES
2.23	INVOICING AND PAYMENT
SECTION 3:	PROPOSAL FORMAT AND CONTENT
3.1	EXECUTIVE SUMMARY
3.2	COMPANY INFORMATION.....
3.2.1	COMPANY PROFILE
3.2.2	OFFEROR'S AUTHORIZED NEGOTIATOR.....
3.2.3	NEGOTIATION PREREQUISITES
3.2.4	OFFEROR'S REPRESENTATIONS
3.2.5	SUBCONTRACTOR PROFILE
3.2.6	SUBCONTRACTOR'S REPRESENTATIONS
3.3	ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL
3.4	TECHNICAL APPROACH AND WORK PLAN
3.5	EXPERIENCE AND QUALIFICATIONS
SECTION 4:	AWARD CRITERIA.....

ANNEX 1	FEDBIZOPPS ANNOUNCEMENT
ANNEX 2	BACKGROUND DEFINITIONAL MISSION REPORT
ANNEX 3	USTDA NATIONALITY REQUIREMENTS
ANNEX 4	USTDA GRANT AGREEMENT, INCLUDING MANDATORY CONTRACT CLAUSES
ANNEX 5	TERMS OF REFERENCE (FROM USTDA GRANT AGREEMENT)
ANNEX 6	COMPANY INFORMATION

ANNEX 1 FEDBIZOPPS ANNOUNCEMENT
ANNEX 2 BACKGROUND DESK STUDY/DEFINITIONAL MISSION REPORT
ANNEX 3 USTDA NATIONALITY REQUIREMENTS
ANNEX 4 USTDA GRANT AGREEMENT, INCLUDING MANDATORY CONTRACT
CLAUSES
ANNEX 5 TERMS OF REFERENCE (FROM USTDA GRANT AGREEMENT)
ANNEX 6 COMPANY INFORMATION

Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$498,000 to the Bank of Tanzania (the “Grantee”) in accordance with a grant agreement dated March 22, 2010 (the “Grant Agreement”). The Technical Assistance (“TA”) will support the Grantee in the proposed Bank of Tanzania ICT Modernization project (“Project”). The Project aims to implement an integrated IT solution for the Grantee, based on state of the art technologies aligned with international best practices and standards. The Project must also ensure that the recommended technologies are operationally sustainable and the initiative inter-dependencies are synchronized such that all foundation activities are done upfront. The Project will be guided and should adhere to the 15 Control Objectives for Information and Related Technology (COBIT) processes that have been adopted by the Grantee.

The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Technical Assistance.

1.1 BACKGROUND SUMMARY

This TA will review and analyze the Grantee’s existing core business processes and IT environment. It will then map the Grantee’s existing business and IT environments, compare them with international best practices and standards, and recommend a strategy or roadmap to enable the Grantee to achieve the desired modernization.

Specifically, the TA will review the Grantee’s existing IT applications, IT security policy, disaster recovery and business continuity plan, electronic payments switch, identity and access management, data warehousing plan, and IT governance processes. The TA will pay close attention to how the Grantee’s existing IT environment supports the Grantee’s core business processes.

The TA will provide detailed technical and cost options, an economic cost benefit analysis, risk analysis, and a financial analysis. The analysis shall culminate in a detailed implementation plan, including draft tender documents, which will be reviewed by and incorporate input from key stakeholders.

A background Definitional Mission is provided for reference in Annex 2.

1.2 OBJECTIVE

The objective of the TA is to provide a roadmap for ICT modernization that will allow the Grantee to significantly increase its efficiency and effectiveness as it serves its critical role of maintaining price stability and carrying out its other central banking functions. The Terms of Reference (TOR) for this Technical Assistance are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$498,000. **The USTDA grant of \$US498,000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$498,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called Bank of Tanzania ICT Modernization

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DEFINITIONAL MISSION REPORT

USTDA sponsored a Definitional Mission to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. A copy of the report is attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Technical Assistance.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Technical Assistance.

2.5 PROJECT FUNDING SOURCE

The Technical Assistance will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$498,000.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The **Cover Letter** in the proposal must be addressed to:

Manager – Procurement Department
Bank of Tanzania
P.O. Box 2939,
No. 10 Mirambo Street,
Dar es Salaam, Tanzania
Phone: +255-(0)22-2235194
Fax: +255-(0)22-2234053
Email: PMU@hq.bot-tz.org

An Original and eight (8) copies of your proposal must be received at the above address no later than 11am local time, on June 11, 2010.

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

2.14 PACKAGING

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including "original" or "copy number x"; the original and eight (8) copies should be collectively wrapped and sealed, and clearly labeled.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

2.15 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.16 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for SIXTY (60) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.17 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.18 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, Technical Assistance and/or other services similar to those required in the TOR, as applicable.

2.19 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.20 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.21 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all

proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

2.22 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

2.23 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$498,000 which is a fixed amount.

Offerors shall submit one (1) original and eight (8) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Company Information,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 COMPANY INFORMATION

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

3.2.1 Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information requested in sections 3.2.5 and 3.2.6 below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (*) next to the names of those principal officers who will be involved in the Technical Assistance.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number.

3.2.2 Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

3.2.3 Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Technical Assistance as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

3.2.4 Offeror's Representations

If any of the following representations cannot be made, or if there are exceptions, the Offeror must provide an explanation.

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Technical Assistance. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

3.2.5 Subcontractor Profile

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).

3.2.6 Subcontractor's Representations

If any of the following representations cannot be made, or if there are exceptions, the Subcontractor must provide an explanation.

1. Subcontractor is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Technical Assistance and to perform the Technical Assistance. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.

5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Technical Assistance. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Technical Assistance.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Technical Assistance.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Technical Assistance. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and fax numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Technical Assistance as described in this RFP.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

Technical Proposal	Points
<ul style="list-style-type: none">• Technical approach for developing a strategic IT framework, including core banking requirements (15);• Technical approach for assessing and developing recommendations for IT security and IAM requirements (10);	35

- Technical approach for assessing and developing recommendations for business process management requirements, business continuity, national payments systems, and disaster management requirements (10).

Personnel and Management Plan

35

- Experience and expertise of the Project Manager proposed in developing central bank ICT masterplans internationally (25); and
- Experience and expertise of the Team personnel in fulfilling the various functions of each component of the program (10).

Firm Technical Capability and Past Performance

30

- Experience in the financial services IT sector (15); and
- Experience in working with central banks providing technical assistance and training (15).

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

ANNEX 1

Manager – Procurement Department, Bank of Tanzania, P.O. Box 2939, No. 10 Mirambo Street, Dar es Salaam, Tanzania, Phone: +255-(0)22-2235194, Fax: +255-(0)22-2234053, Email: PMU@hq.bot-tz.org

2010-11010A Bank of Tanzania ICT Modernization

POC: Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Bank of Tanzania ICT Modernization. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop a feasibility study for a TA that will review and analyze the Grantee's existing core business processes and IT environment. It will then map the Grantee's existing business and IT environments, compare them with international best practices and standards, and recommend a strategy or roadmap to enable the Grantee to achieve the desired modernization.

The Bank of Tanzania is the country's central bank. This TA will review the Grantee's existing IT applications, IT security policy, disaster recovery and business continuity plan, electronic payments switch, identity and access management, data warehousing plan, and IT governance processes. The TA will pay close attention to how the Grantee's existing IT environment supports the Grantee's core business processes.

The TA will provide detailed technical and cost options, an economic cost benefit analysis, risk analysis, and a financial analysis. The analysis shall culminate in a detailed implementation plan, including draft tender documents, which will be reviewed by and incorporate input from key stakeholders.

The U.S. firm selected will be paid in U.S. dollars from a \$498,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission/desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM

will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in directly to the Grantee by 11AM Local Time, June 11, 2010 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

ANNEX 2

4.0 Bank of Tanzania ICT Modernization Technical Assistance Project

4.1 Executive Summary

The proposed *Bank of Tanzania ICT Modernization Technical Assistance Project* has the potential to significantly increase the efficiency, effectiveness, and transparency of BOT as it serves its critical role of maintaining price stability and its other central banking functions. The Project has important potential developmental impacts, especially on the stability and growth of Tanzania's financial system.

While BOT has addressed certain aspects of its ICT modernization, such as business process management, other areas, including IT security and disaster recovery/business continuity planning, require significant work. The proposed project would offer BOT the opportunity to put in place an implementation plan for a comprehensive program. Specifically, the proposed Technical Assistance (TA) will review BOT's existing IT applications, IT security policy, disaster recovery and business continuity plan, electronic payments switch, identity and access management, data warehousing plan, and IT governance processes. The TA will provide detailed technical and cost options, an economic cost benefit analysis, risk analysis, and a financial analysis of the Project.

The Project would have the additional benefit of being supported by the US Department of Treasury through additional technical assistance funding and oversight by a resident advisor to the Bank of Tanzania based at BOT's headquarters. BOT has shown an institutional and financial commitment to modernizing its systems, including significant investments in its IT infrastructure. While senior officials at BOT were recently implicated in a high profile case of fraudulent activity, the Government of Tanzania has taken quick and forceful actions to address the issue, including a change of management. The Project would also address BNR's IT governance and other issues related to commitments to harmonize financial systems within the East African community.

There are significant potential US exports to the project for US suppliers of IT banking, business processing, and IT security solutions. US suppliers of software, hardware, and consulting services are globally competitive and well positioned in the Tanzanian market, with several US companies, including Oracle, having already developed strategic relationships with BOT. The NDA Team estimates that US exports of up to \$11 million could realistically be achieved through full implementation of the Project. Based on our analysis of Project, the NDA Team recommends funding of the proposed TA with a budget of \$498,000.

4.2 Project Description.

Project Sponsors

Following the decision to dissolve the East African Currency Board (EACB) and to establish separate Central Banks in Tanzania, Kenya, and Uganda, the Bank of Tanzania Act, 1965 was passed and the Bank of Tanzania (BOT) was opened by the first President of Tanzania, Mwalimu Julius K. Nyerere, in 1966.

During the ensuing 30 years, BOT was mandated to take on a range of responsibilities outside of its original mandate and it became highly ineffective in performing its core functions, the most critical being the maintenance of price stability through independent operational authority. In 1995, the Bank of Tanzania Act was passed in which there was a move away from multiple-policy objectives to a single-

policy objective - price stability. According to the Act "The primary objective of the Bank shall be to formulate and implement monetary policy, directed to the economic objective of maintaining price stability, conducive to balanced and sustainable growth of the national economy of Tanzania. Apart from this primary function, the Bank of Tanzania has the following subsidiary central banking functions in line with international central banking norms:

The Bank of Issue - The Bank has the sole right to issue notes and coins in Tanzania for the purpose of directly influencing the amount of currency in circulation outside banks, thereby providing the economy with sufficient, but if possible, non-inflationary liquidity.

The Bankers' Bank - This function includes the acceptance of deposits to act as prudential reserves for these banks (i.e., the minimum reserves), the willingness to discount commercial and government paper, and the commitment to act as lender of last resort to these banks. It also provides central clearance facilities for interbank transactions.

The Government's Bank - The Bank is the banker and the fiscal agent for the Government, and may be the depository of the Government.

The Advisor to the Government - The Bank may advise the Government on any matter relating to its functions, powers, and duties.

The Guardian of the Country's International Reserves - The Bank is the depository of the official external assets of Tanzania, including gold and foreign currency reserves.

Supervision of Banks and Financial Institutions - In general, this activity involves ensuring that commercial banks and other financial institutions conduct their business on a sound prudential basis and according to the various laws and regulations in force.

Promotion of Financial Development - This refers to the establishment of an effective financial system, whereby financial transactions necessary for the smooth functioning of the economy can be carried out with a minimum amount of cost and time involved.

BOT is governed by a Board of Directors, consisting of ten people, four of whom are ex-officio members, which have three advisory committees that can assist them. The head of BOT is the governor assisted by three deputy governors (administration, economic and financial policies, and financial stability).

The Bank of Tanzania has its headquarters in Dar-es-Salaam, with Branches in Arusha, Mbeya, Mwanza and Zanzibar.

Recent History

In January 2008, President Jakaya Kikwete fired the Governor of Bank of Tanzania (BOT), Daudi Balali, after an audit investigation uncovered fraudulent transactions involving the repayment of the country's external debt. An audit prepared by the global accounting firm, Ernst and Young, revealed more than \$116 million had been improperly paid to 22 firms through BOT's external payment arrears account in one financial year alone.

Balali had been Governor since 1998. The President replaced Balali with one of his two deputies, Prof. Beno Ndulu, who before joining BOT was a senior official at World Bank offices in Tanzania. Ndulu has won this year's award of the Central Bank Governor of the Year for Africa by *Emerging Markets*, a Euromoney publication for international financing institutions such as the World Bank.

In his most forceful crackdown on corruption since he came to office in 2005, President Kikwete also directed the Attorney General, the Inspector General of Police and the Director of the Anti-Corruption Bureau to take appropriate legal steps to bring to justice all the individuals and companies implicated in the scandal. He directed the Board of Directors of the central bank to study the report and take appropriate actions against all Bank officials involved in the scandal.

US Department of Treasury Support for BOT

The US Department of Treasury's Office of Technical Assistance (OTA) has recently deployed its first resident advisor to the BOT to provide technical assistance in domestic capital market development and more efficient public financial management. One of its top priorities is to help BOT modernize its ICT environment to improve public financial management and transparency. This, in turn, will help deepen domestic financial markets and increase the overall effectiveness of government finances as well as donor funding in Tanzania. Fiscal discipline and efficient cash management are critical as revenue collection dwindles in the wake of an economic slump. The Network Dynamics team has been working closely with the OTA resident advisor to develop an appropriate USTDA funded Technical Assistance program for BOT's ICT Modernization Project.

The OTA support, along with the proposed USTDA Technical Assistance, will assist Bank of Tanzania and the Ministry of Finance in building the technical capabilities to provide real-time cash balance information from a Treasury Single Account to policymakers. This in turn will help build capacity for more effective fiscal policy formulation and budget execution at the Ministry of Finance. Specifically, this activity will improve the capacity of the Government of Tanzania Treasury to: i) Improve cash management and reduce unnecessary borrowing; ii) Enable more accurate cash forecasting and budget implementation; iii) Tighten financial control of ongoing long term projects; and iv) Provide greater transparency and less opportunity for misuse of funds. It will also help BOT fulfill the upcoming EAC requirement for harmonized national payments systems between member countries as well as meet minimum EAC IT standards.

Sector Background

Legislation passed in August 1991 led to a fundamental restructuring of the banking system in Tanzania. Prior to the legislation, the government exercised a complete monopoly over the banking sector. Under the old system, the Bank of Tanzania acted as the central bank, while the government-run National Bank of Commerce (NBC) accounted for over 75 percent of the country's financial transactions. Although the Bank of Tanzania has retained its functions, which include the administration of exchange controls, the NBC has been subdivided with the creation of a separate National Micro-finance Bank (NMB). NBC and the NMB have been partially and completely privatized, respectively.

The Government of Tanzania embarked on a plan for banking sector reform and financial liberalization in 1992 in order to sustain its economic growth. This has been accomplished through the mobilization of financial resources as well as by increasing competition in the financial market and by enhancing the quality and efficiency of credit allocation. As a result of the liberalization, the private banking sector in Tanzania has been booming, particularly over the last few years. Total assets have increased significantly, and because of this, new merchant banks, commercial banks, exchange bureaus, insurance companies, a stock exchange and related financial units have entered the market.

However, in Tanzania and within the East African Community (EAC) as a whole, transaction costs in banking are still abnormally high due to a multiplicity of banking regimes and inefficient foreign exchange markets. The EAC, through its central banks, is seeking to set up a new standardized payment system based on the EU's Single Euro Payments Area model where a zone for the euro was created in which all electronic payments were considered domestic. The implementation of this type of financial infrastructure is highly IT/technology driven. Powerful IT platforms can enable large volumes of electronic payments to be made on a timely basis, increasing transparency and decreasing costs in one fell swoop. Reducing the frictional costs of doing business will ultimately foster greater commercial activity within the EAC. The EAC plan is to replicate the EU's economic integration model culminating in one central bank, one multinational payment and settlement system, and one currency. While many are skeptical about the EAC achieving a unified currency in the near term, the member countries' collective financial infrastructure badly needs to be upgraded. Upgrading the central banks' IT platforms and national payments systems is a key interim step in the overall plan.

The EAC central banks have agreed to adopt COBIT (Control Objectives for Information and related Technology) prior to January 1, 2010. COBIT is a widely accepted set of best practices for IT governance. As part of their induction to COBIT standards, each central bank will be required to identify its 15 priority IT processes and assess current gaps and weaknesses in all of them. The proposed ICT Modernization Project will reinforce and enhance the work which BOT is currently doing to meet the EAC IT standards.

Project Requirements

Central Banks have the extremely difficult task of maintaining price stability in the national economy. Achieving this, in itself, is a mammoth task without adding the challenges brought by disparate and non-integrated systems. In predicting options to maintain price stability, the demands of meeting complex data processing and business process requirements of the central bank's operations often result in the proliferation of disparate and disjointed information systems, which are often complemented by manual systems. BOT has recognized as a core principal of its operational risk mitigation strategy that the less human intervention, the less operational risk, and has therefore prioritized automating its major operations. Yet, BOT's legacy system, including its institutional arrangements, business processes and ICT architecture has weakened its capacity to take prompt and effective actions. The system collects a lot of data, but cannot efficiently and adequately provide value-added and time-sensitive information and BOT's policy function has difficulties getting real-time information on the change in market liquidity, the pricing of financial products and services, and fluctuations in external capital flows.

The following areas have been identified by BOT to be addressed as part of the ICT Modernization Project.

Strategic IT Applications Roadmap

The Bank of Tanzania, like many contemporary central banks of similar economies, finds itself at the crossroads with regards to defining a strategic roadmap that will lay the foundation for an IT infrastructure that can support its operations and meet its statutory mandate. Major challenges exist in the form of too many disparate applications, comprised of some externally developed and mainly in-house

developed applications. Effective integration of these applications has become tedious and some of the applications do not have the required depth of functionality to support end-to-end process automation. As a result, business processes have become difficult to manage, hampering efficiency and agility.

BOT has recently undertaken a study of its current IT environment, primarily in collaboration with its IT development strategic partner, Oracle Corporation, intended to define a path to show how technology will be leveraged to drive business efficiency and transform BOT into a modern, technology driven and service-focused organization. General findings include the following:

- Disparate systems and a lack of standardization across the IT applications has increased integration complexity, manageability and cost of ownership;
- A great deal of time is spent on developing and maintaining in-house solutions. BOT has made a strategic decision to move to procure IT solutions versus developing solutions in the future;
- BOT needs to implement an identity management, governance risk and compliance framework;
- BOT lacks a unified single reporting method; and
- BOT lacks corporate performance management/data warehouse tools for core research business functions.

BOT requires a review of the Oracle Strategic Roadmap which takes an objective view of the requirements for IT applications and which takes into account all of the various components of BOT's ICT Modernization Project. The expected benefits from the implementation of the Strategic IT Applications Roadmap include:

- A streamlined and sanitized IT environment that is easier to maintain and less costly in the long-run;
- Improved business operations from well coordinated end-to-end business process automation;
- Improved governance, risk and compliance management;
- Better utilization of the banks assets from better enforcement of policies in the areas of material and fixed assets handling;
- Improvement in user productivity;
- Improved visibility into BOT operations by managers and senior executives with resulting improvement in bank-wide performance management;
- An enabling working environment and a motivated workforce in tune with current technology;
- Respectability within the Tanzanian financial services sector and the country at large as well as among regional and international peers; and
- Transformation to an electronic paperless environment.

Business Process Management

BOT Governor Benno Ndulu's vision for BOT is to ultimately have a paperless operating environment. The current system is slow and paper-based with manual inputs to the Bank's various IT applications. It will be necessary to map all existing business processes (workflows) in order to create precise and viable electronic substitutes. The key interim steps are: utilize scanning technology for the operational replacement of paper documents as well as for systematic electronic archiving and formulate an initial and pragmatic set of policies and procedures to validate ("electronic signatures") scanned documents when created (scanned) or modified (replaced). BOT has contracted with US firm, Jaypar (Freport, CA) to provide recommendations on BOT's BPM modernization. The proposed USTDA TA will review these recommendations and work them into the comprehensive ICT Modernization Project.

Business Continuity and Disaster Recovery

BOT is responsible for maintaining stability in Tanzania's financial system. In order to ensure a safe and sound financial system, BOT must have the ability to act swiftly and effectively to minimize systemic disruptions in the event of financial distress or crisis affecting the banks. Similarly, in the event of a major disaster BOT will play a vital role in maintaining market stability and containing the disruptions to the domestic market and financial institutions. Comprehensive contingency planning must be done to ensure that critical systems can continue to operate in all conditions. Plans must be tested on a regular basis to ensure that they are effective and that key staff are familiar with all procedures. Contingency planning will also include the issues of data storage and the maintenance of a "live and hot" remote data center. While this segment of the project will focus mainly on IT contingency planning, another important objective is to ensure that this is combined with business contingency planning as having a robust IT contingency plan without a complementary business contingency plan is a critical weakness.

IT Security Identity and Access Management

As policymaking institutions, payment system operators, and asset/liability managers, central banks receive, store and send out huge amounts of market sensitive data. This requires the implementation of an effective and comprehensive IT security policy which balances the competing needs of security with user flexibility and data access. This is a critical issue which will be addressed through this Project. Updated policies will be prepared that address any weaknesses and conform with international best practices of leading financial institutions.

BOT's Identity and Access Management (IAM) systems should allow the right people to access the right services across the Grantee's IT architecture while allowing efficient and effective management of directory services, user provisioning, web access management and single sign-on. The main reasons for implementation of IAM at the Bank are improving IT enterprise systems security and meeting Basel II regulatory and IT auditing requirements. The Basel Accords are the banking supervision accords (recommendations on banking laws and regulations), Basel I and Basel II, issued by the Basel Committee on Banking Supervision (BCBS). The Basel Committee consists of representatives from central banks and regulatory authorities of the Group of Ten countries.

Data Warehousing

When successfully implemented, this component will deliver a centralized data warehouse and a centralized core banking system which will capture data from credit institutions, financial markets and central banking operations, and then process and feed them to user groups. User groups will be equipped with business development/data interrogation tools to turn data into information in the form of customized and standard reports to support policy and supervision functions, as well as to meet the central bank's disclosure obligations. One key objective of this work will be to develop an early warning dashboard for key senior and operational managers utilizing business intelligence technology.

National Electronic Payments System, Smart Card, and ACH facilities

The National Electronic Payment System refers to defined institutions, instruments and procedures that are used to effect payments in a specific country. It's the infrastructure that provides the economy with the channels for processing payments that result from all the economic activities that take place between economic agents from payment initiation and exchange of value to settlement or payment finality. Payment systems play an important role in all modern economies by providing the transmission mechanisms through which the settlement of transactions between banks and between their clients - buyers and sellers of goods and services - takes place. The safety, integrity, efficiency and reliability of both domestic and international payments are prerequisites for the safety and stability of the financial institutions and the financial markets within which they operate. BOT's goal is to facilitate the change from a cash-based oriented economy to one using modern means of cashless payments by: encouraging

the usage of non-cash payment instruments; ensuring access to both domestic and international transactions for the whole population; and having a national payment system that is compliant with international standards and open to both domestic and international payment service providers with an interoperable infrastructure.

The requirements for delivering a solution that addresses the needs of all of the various users with an acceptable level of security requires substantial planning. BOT is currently developing the financial infrastructure for a comprehensive national electronic payments system including a domestic payment switch (including through ATMs, point of sale (POS), and for credit card transactions (e.g. Visa, MasterCard)), modernization of its ACH facility, and a review of modalities for widespread branchless banking with electronic payment cards, or smart cards. In other African countries such as Malawi, Ghana, and Rwanda, the establishment of an electronic payments switch has been implemented in concert with a smartcard which primarily addressed the needs of the unbanked by providing debit cards through which income and payments can be processed electronically. BOT has set up a task force for the implementation of the domestic switch and is proceeding with the ACH system enhancements. As these activities are not adequately covered by current policies and regulations, there is a need to formulate a legal and regulatory framework for both switch and electronic payment related activities.

IT Governance

BOT is undertaking an IT Governance project that is based on COBIT (Control Objectives for Information and Related Technology). The primary objective of this project is to ensure the Grantee’s adherence to the 15 COBIT processes that have been adopted by BOT as part of an East African Community (EAC) commitment to harmonize national payments systems between member countries.

	PROCESS	GAPS TO BE ADDRESSED
1	Define a Strategic IT Plan (PO1)	Finalize the BOT IT Strategy for management approval
2	Determine Technological Direction (PO3)	Develop a Technology/ Infrastructure roadmap
3	Manage Quality (PO8)	Develop IT quality management system
4	Assess and Manage IT Risks (PO9)	Monitoring reports for mitigation of IT risks
5	Manage Projects (PO10)	Customize Prince2 Templates for adoption
		Finalize Project Management Framework for management approval
6	Identify Automated Solutions (AI1)	Develop cost-benefit analysis methods/ mechanism for selecting automated solutions
7	Enable Operation and Use (AI4)	Develop a knowledge transfer methodology for critical systems
8	Manage Changes (AI6)	Formally manage changes in IT Infrastructure
9	Define and Manage Service Levels (DS1)	Implement service level management framework in line with ITIL
10	Manage Performance and Capacity (DS3)	Develop and Implement performance and capacity monitoring process for critical IT resources
11	Ensure Continuous Service (DS4)	Apply Network redundancy to the design of any segment of the corporate network

	PROCESS	GAPS TO BE ADDRESSED
		Implement reliable Off-site storage of critical back up media, hardware, documentation and other critical IT resources take in line with business requirements
		Store essential 'hot' IT spares that are easily retrievable in the event of a disaster
		Conduct BCM training sessions to ensure preparedness for a disaster.
12	Ensure Systems Security (DS5)	Develop a mechanism to encrypt information classified as highly confidential before transmission.
		Conduct independent penetration testing on the corporate network to identify weaknesses and initiate remedial action.
13	Manage Service Desk and Incidents (DS8)	Establish a service desk function in line with ITIL methodology
14	Manage Data (DS11)	Update the flow of data within the directorate of MIS and to/from users to clearly depicting roles and responsibilities
15	Monitor and Evaluate IT Performance (ME1)	Review Key Performance Indicators (KPI) and review targets against actual performance

Economic Fundamentals

The main economic benefit of the Project lies in the significantly strengthened infrastructure (in terms of institutional capacity and ICT platform) for Tanzania's banking system as a result of enhanced reliability, coverage, consistency and timeliness of information on monetary financial sector developments as well as better uses and disclosure of the information. International experience in particular of transition economies and emerging markets shows that this usually leads to better assessment of macroeconomic and financial institution risks and more effective actions to address them by the Government/central bank/industry regulator. International experience also demonstrates that improved transparency and availability of information on the central bank/regulatory policy stance will help financial institutions to better plan and manage the implementation of their business strategy or risk exposures. This contributes to macroeconomic and financial stability, and thereby to Tanzania's sustainable economic growth.

4.3 Project Sponsor's Capabilities and Commitment.

ICT Modernization projects are exceptionally complex. International experience has clearly demonstrated that without an appropriate policy framework, business re-engineering and institutional capacity building, IT investments alone more often than not fail to achieve the desired modernization goals and benefits. Given the inherent complexity of an ICT modernization project such as the one proposed, it is critical that senior level officials are not only supportive but driving the Project. BOT has a strong record of success in developing effective IT systems. While hampered by a slow and bureaucratic procurement system, the IT department has been allocated budget sufficient to maintain its current operations and begin planning for the proposed ICT Modernization Project, with funding already underway for studies on several components of the Project. The role of IT as an enabler is very well established within BOT's thinking. However, some areas of BOT's ICT infrastructure are far behind international best practices and they lack a unified and comprehensive approach to implementing the Project. BOT has established goals of having a highly effective workforce capable and IT enabled to achieve the bank's mandates; improving operational efficiency; and becoming a model central bank where technology is harnessed to all facets of operations. Senior management is fully supportive and driving the Project as it aims to comply with regional EAC commitments and become a model of excellence for central banks within the region.

4.4 Implementation Financing.

Conventional financial analysis for this Project is difficult because the proposed project does not directly generate revenues for the beneficiaries, nor would it be feasible to derive costs for delivering the main functions made possible through Project implementation. The Economic and Financial Analysis tasks in the TOR are therefore combined to derive an overall economic/financial justification for the project that would assist BOT in its pursuit of internal and external financing.

BOT has allocated significant budgetary resources to the implementation of ICT projects over the past 20 years and has established a fairly robust system relative to other central banks in the region. While the overall Project costs will be significant, estimated at \$17 million, a unified ICT Modernization Project implementation plan with an economic cost benefit and financial analysis should give BOT sufficient justification for budgeting the necessary funds, even if through a phased implementation plan. Vendor financing is a likely option for major procurements such as the core banking platform.

Central bank ICT modernization projects are attractive to international financial institutions such as the African Development Bank and the World Bank due to the strong economic impacts and the prospect of significantly improving the transparency and effectiveness of the financial sector as well as the flows of development financing in the country. Bilateral donors are also active in the sector, such as the Swedish International Development Agency (SIDA), which is currently supporting EAC regional integration, including work on a common monetary policy.

The US Export-Import Bank (ExIm) provides working capital guarantees (pre-export financing); export credit insurance; and loan guarantees and direct loans (buyer financing). ExIm is open in Tanzania for short and medium term financing. However, due to Tanzania's entry into an IMF program, public sector entities are currently restricted from obtaining any non-concessional external financing, which effectively eliminates ExIm financing for public sector projects until May 2010, when the current program ends and new agreements may be established with the IMF.

4.5 U.S. Export Potential

There are significant potential US exports to the project for US suppliers of IT banking, business processing, and IT security solutions. US suppliers of software, licenses, hardware, and consulting services are globally competitive and well positioned in the Tanzanian market, with several US companies, including Oracle, HP, Microsoft, Novell, Jaypar, and Gartner, having already developed strategic relationships with BOT. The NDA Team estimates that US exports of up to \$11 million could realistically be achieved through full implementation of the Project. The following table shows realistic US exports by project component.

Project Component	Implementation Cost	Likelihood of US Exports	Realistic US Exports
IT Banking Architecture	\$5 million	High	\$3 million
Core Banking and Data Warehousing	\$5 million	High	\$2.5 million
Business Process Management and Disaster Recovery	\$2.5 million	Medium	\$1.5 million

IT Security	\$1 million	High	\$1 million
Payments Switch, ACH and Smart Card	\$3.5 million	High	\$3 million
TOTAL	\$17 million		\$11 million

Potential U.S. suppliers and companies that would benefit from the proposed ICT Modernization Project include:

IT Banking Architecture / Core Banking and Data Warehousing / Business Continuity and Disaster Recovery

Oracle, FiServe, Fidelity Information Services, Computer Sciences Corporation, Microsoft, Accenture/Alnova Financial Solutions (US), IBM, Dell, HP, Intel, Unisys, CISCO, Juniper, Jaypar, Gartner, Sun Microsystems.

IT Security

AMP/Tyco Electronics, Harris Corporation, EMC, Oracle, FiServe, Fidelity Information Services, Computer Sciences Corporation, Microsoft, IBM, Dell, HP, Intel, Unisys, Checkpoint, Norton.

Payments Switch, ACH and Smart Card

ACI Worldwide, Euronet Worldwide Inc.

The NDA Team has contacted several potential suppliers, to discuss the project, including Oracle, Computer Sciences Corporation (CSC), Jaypar, Gartner, and IOS Partners. With the exception of CSC, all of the companies are active in Tanzania and interested in the opportunities presented by the Project. CSC is considering developing a product line for mid-sized banks but currently focuses exclusively on large banks. While significant US exports would come from US suppliers, some US companies, including Oracle, supply some of their IT banking services for the Africa region from India, South Africa, Mauritius, or other regional locations. This has been accounted for in our calculations of expected US exports. Jaypar, Gartner, and IOS Partners are also potential US contractors for the USTDA funded Technical Assistance.

4.6 Foreign Competition and Market Entry Issues.

The Bank of Tanzania has an established commercial relationship with Oracle as well as with other suppliers such as Microsoft and HP. Oracle has already performed a detailed planning workshop for BOT for its IT platform upgrade. Therefore US companies are well positioned to secure contracts during project implementation. However, European and Asian firms are very competitive in this sector and Indian firms in particular have a competitive price advantage due to low labor costs. Companies such as SAP (Germany), Infosys/Finacle (India), Infracore (India), Misys (UK), Polaris Software Lab (India), SunGard System Access (Singapore), and IBIS (UK) are strong competitors for IT banking platforms and software solutions. Temenos (Switzerland) and VocaLink (UK) are competitive in the region for payments systems, ACH, and smartcard technology.

4.7 Developmental Impact.

Human Capacity Building - If implemented, the project will entail significant ICT training for Bank of Tanzania (BOT) staff. It is expected that training for over 100 BOT staff will be included in software and hardware application procurement packages and will include end users from various departments, ranging from junior staff to senior management.

Technology Transfer and Productivity Improvement - If implemented, the project will introduce modern ICT technologies to BOT, with resulting productivity improvements. Such productivity improvements will be estimated as part of the economic cost/benefit analysis for the project included in the terms of reference. ICT technologies in the following areas would be introduced: IT security, disaster recovery and business continuity, electronic payments switch, identity and access management, data warehousing plan, and IT governance.

Other – Recent scandals at the Bank of Tanzania resulted in actions taken by major international finance institutions such as the World Bank to withhold funds until effective controls were in place. The impact of such measures on an aid dependent economy such as Tanzania can be devastating. Increased efficiency and transparency of financial transactions within Tanzania's public sector financial system will have a significant impact on good governance and delivery of services by the Government of Tanzania.

Tanzania's private financial sector and the economy at large will gain from more efficient and secure transactions. The growth of the financial sector facilitates domestic and foreign investment and economic growth.

The introduction of smart card technology for banking would serve the un-banked and under-banked segments of the population. If the smart card program is implemented as part of the national electronic payments component of the Project, there could be a significant positive impact on the economic and financial well being of rural and urban poor segments of Tanzania's population.

4.8 Impact on the Environment.

There is no expected negative impact on the environment from the proposed ICT Modernization Project. A large part of the project entails the procurement and transfer of intellectual property. The hardware and physical infrastructure requirements of the project are in line with ongoing upkeep and maintenance requirements for the Bank of Tanzania's ICT infrastructure. Based on the negligible impact on the environment of the proposed project, we recommend that the TOR include a preliminary environmental impact assessment in line with USTDA's basic requirements.

4.9 Impact on U.S. Labor.

Based upon our review, we found that the Project does not provide: (a) any financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States; (b) assistance for any project or activity that contributes to the violation of internationally recognized workers rights; or (c) direct assistance for establishing or expanding production of any commodity for export by any country other than the United States, if the commodity is likely to be in surplus on world markets at the time the resulting productive capacity is expected to become operative and if the assistance will cause substantial injury to United States producers of the same, similar, or competing commodity.

This project will assist the Bank of Tanzania, an independent Government of Tanzania institution, to modernize its ICT infrastructure. Therefore the project is not expected to have any negative impact on

ANNEX 3



**U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-2131**

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

NATIONALITY:

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.

subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

SOURCE AND ORIGIN:

1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

2) Application

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

3) Definitions

“Source” means the country from which shipment is made.

“Origin” means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.

ANNEX 4

GRANT AGREEMENT

BETWEEN

UNITED STATES TRADE AND DEVELOPMENT AGENCY

AND

BANK OF TANZANIA

**RELATING TO A GRANT TO FUND THE COST OF GOODS AND
SERVICES FOR TECHNICAL ASSISTANCE ON ICT
MODERNIZATION**

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GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and the Bank of Tanzania ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement United States Dollars Four hundred ninety eight thousand (USD498,000.00) ("USTDA Grant") to fund the cost of goods and services required for a technical assistance ("TA") on the proposed Bank of Tanzania ICT Modernization ("Project") in Tanzania ("Host Country").

1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the TA ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

The Terms of Reference for the TA ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The TA will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the TA shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. The parties to this Grant Agreement and the Contractor shall observe these standards, which include not accepting payment of money or anything of value, directly or indirectly, from any person for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the TA.

4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

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5. **USTDA as Financier**

(A) USTDA Approval of Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA Approval of Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 17 below upon selection of the Contractor to perform the TA. Upon approval of his selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the TA. The Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the TA that they were not selected.

(C) USTDA Approval of Contract Between Grantee and Contractor

The Grantee and the Contractor shall enter into a contract for performance of the TA. This contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the TA and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the

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Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the contract or subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant funds directly to the Contractor or only after USTDA approves the Grantee's contract with the Contractor.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the TA by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

8. TA Schedule

(A) TA Completion Date

The completion date for the TA, which is April 30, 2012, is the date by which the parties estimate that the TA will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

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9. USTDA Mandatory Clauses

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

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13. Cooperation Between Parties and Follow-Up

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause 1 of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project.

14. Implementation Letters

To assist the Grantee in the implementation of the TA, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

15. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the TA and the Grant Agreement adequate to demonstrate implementation of its responsibilities under the Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the TA and the Grant Agreement.

16. Representation of Parties

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by the Governor. The parties hereto may, by written notice, designate additional representatives for all purposes under the Grant Agreement.

17. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile, and will be deemed duly given or sent when delivered to such party at the following:

To: Edward A. Makwaia
Director - Management Information Systems
Bank of Tanzania
Mirambo Street, No. 10



Dar es Salaam, Tanzania
Phone: +255-(0)22-2235136/7
Fax: +255-(0)22-2234174
Email: camakwaia@hq.bot-tz.org

To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTD/.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 10/11 1001
Activity No.: 2010-11010A
Reservation No.: 2010110008
Grant No.: GH2010110002

18. Termination Clause

Either party may terminate the Grant Agreement by giving the other party thirty (30) days advance written notice. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the TA, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the written notice of termination.

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19. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

20. U.S. Technology and Equipment

By funding this TA, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of his purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

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IN WITNESS WHEREOF, the Government of the United States of America and Bank of Tanzania, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the United States of America

For the Bank of Tanzania

By: [Signature]

By: [Signature]

Date: 22 March 2010

Date: 22nd March 2010

Witnessed:

Witnessed:

By: _____

By: [Signature]

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

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Annex I

Terms of Reference

Objective

The successful completion of these Terms of Reference for the Technical Assistance ("TA") will support the Bank of Tanzania ("Grantee") in the proposed Bank of Tanzania ICT Modernization project ("Project"). The Project aims to implement an integrated IT solution for the Grantee, based on state of the art technologies aligned with international best practices and standards. The Project must also ensure that the recommended technologies are operationally sustainable. The Project will be guided and should adhere to the 15 Control Objectives for Information and Related Technology (COBIT) processes that have been adopted by the Grantee.

The TA will review and analyze the Grantee's existing core business processes and IT environment. It will then map the Grantee's existing business and IT environments, compare them with international best practices and standards, and recommend a strategy or roadmap to enable the Grantee to achieve the desired modernization.

Specifically, the TA will review the Grantee's existing IT applications, IT security policy, disaster recovery and business continuity plan, electronic payments switch, identity and access management, data warehousing plan, and IT governance processes. The TA will pay close attention to how the Grantee's existing IT environment supports the Grantee's core business processes.

The TA shall provide detailed technical and cost options, an economic cost benefit analysis, risk analysis, and a financial analysis. The analysis shall culminate in a detailed implementation plan, including draft tender documents, which will be reviewed by and incorporate input from key stakeholders.

Task 1- Kickoff Meeting, Document Review, Site Inspections and Stakeholder Consultations

The Contractor shall meet with the Grantee to discuss the Project and gain an understanding of the perspectives and priorities of officials within relevant offices of the Grantee.

If a U.S. Department of the Treasury Resident Advisor ("Advisor") is assigned to assist the Grantee at the time of Contract execution, the Contractor shall meet with and discuss the Project with the Advisor, who may also be able to coordinate meeting with the Grantee's senior officials as well as facilitate access to information relevant to the project.

The Contractor shall review all relevant and available reports, which will be made available by the Grantee, regarding the Grantee's current ICT infrastructure and IT systems.

The Contractor shall perform site inspections of the facilities and systems that will be assessed during the TA.

The Contractor shall solicit input and recommendations from key stakeholders and users of the ICT system as identified by the Grantee. Grantee stakeholders may include, but are not limited to, the Ministry of Finance and Economic Affairs; the Ministry of Health; the Ministry of Education; the Ministry of Communication, Science and Technology; the Ministry of Legal and Constitutional Affairs; the Ministry of Finance and Economic Affairs – Zanzibar; the Tanzania Revenue Authority; the National Bureau of Statistics; commercial banks; payment system operators such as Umoja Switch and VISA; and telecom operators.

Deliverable: The Contractor's deliverable for Task 1 shall be a report that fully incorporates all findings, analysis and recommendations derived from work performed under Task 1.

Task 2- Training Workshops

During the course of the TA, the Contractor shall provide at least 10 days of training covering at least two relevant topic areas with a total of at least 30 participants. The Contractor shall determine the topic areas through consultation with the Grantee. Prospective topic areas include, but are not limited to, the following:

- Integrated Financial Infrastructure Training including:
 - Attributes/capabilities of state-of-the-art IT platforms
 - User specific applications for key areas such as banking and financial markets
 - Business intelligence applications to create specific risk monitoring "dashboards" for senior managers
- Risk Management, including institutional knowledge of planning, implementing, and practicing coherent policies for:
 - IT security
 - Business continuity
 - Disaster recovery

Based upon an assessment of the Grantees' capacity in the areas covered in these Terms of Reference, the Contractor shall assess the requirements for long-term capacity building, taking into account training to be provided by vendors through various procurements. The Contractor shall estimate expected costs and, through consultation with the Grantee and with consideration of prospective budgets available, recommend a long-term training program schedule for the Grantee.

Deliverable: The Contractor's deliverable for Task 2 shall be electronic copies of all training materials, description of trainings performed with attendee lists, and a written recommendation for long-term training program schedule.

Task 3- Technical Review, Analysis and Recommendations

The Contractor shall review, analyze, and make recommendations on the following components of the Project:

Task 3a- Strategic IT Roadmap

The Grantee has undertaken a preliminary study of its current IT environment, primarily in collaboration with its IT development strategic partners. This preliminary study is expected to result in the development of an IT Strategic Roadmap to define a path to show how technology will be leveraged to drive business efficiency and transform the Bank of Tanzania into a modern, technology driven and service-focused organization. The IT Strategic Roadmap is currently available.

The Contractor shall review the developed IT Strategic Roadmap, which will be made available to the Contractor by the Grantee, and develop an independent, objective analysis of the recommendations focusing on minimizing the risk of failure.

The Contractor shall produce a new IT Strategic Roadmap which offers various options for a recommended roadmap and the intended technical direction, estimated budget, needed competencies to implement and sustain all the strategic IT projects, and timeframes for the implementation of the roadmap strategy, overview of the methodology used, as well as key findings of the current Grantee IT environment.

Deliverable: The Contractor's deliverable for Task 3a shall be a strategic IT Applications Roadmap and budget that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3a.

Note: The new Strategic IT Roadmap shall take into account all the technical tasks below and incorporate those that have specific applications which require integration within the overall IT system.

Task 3b- Business Process Management

The Grantee intends to implement business processes management (BPM) for improved efficiency, regulatory compliance, cost reduction, oversight capabilities and to reduce paper work and promote paperless transactions. The Grantee has contracted with a consultancy firm (Jaypar, Inc.) to develop a strategic roadmap for BPM. The Grantee shall provide the Jaypar report to the Contractor.

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The Contractor shall review the developed BPM roadmap and recommend the way forward with suggestions for the means to assist in its implementation and funding as an integral part of the overall Project.

Deliverable: The Contractor's deliverable for Task 3b shall be a BPM strategy with detailed implementation and funding plan that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3b.

Task 3c- Business Continuity and Disaster Recovery

In line with the Grantee's level of automation and great dependency on IT in critical business processes, there are recovery strategies in place to achieve resilience. These strategies include backup and offsite storage arrangements, data recovery sites and a planned project to construct a work area to accommodate about 300 staff, facilities and IT infrastructure to recover critical business processes and thereby minimize any potential interruption of operations at the primary working location. The Bank is in the process of improving the current available recovery strategies, particularly by upgrading its Chole Data Recovery site through the acquisition of more servers and improving connectivity to the Head Office and branches. The improvement is a transition process to a more resilient planned work area and a project whose completion is estimated to take two to three years.

The Contractor shall review the adequacy of existing recovery strategies, propose suitable strategies that are cost effective and able to achieve desired resilience; and review the plan to improve the existing Chole Data Recovery Site.

The Contractor shall also review the existing Management Information Systems (MIS) Business Continuity Plan (BCP) in order to develop a detailed IT Disaster Recovery Plan that is linked to existing functional BCPs based on identified risks and strategies and which is in line with international best practices, including an operational plan for maintenance and testing of the plan.

Deliverable: The Contractor's deliverable for Task 3c shall be a detailed plan for implementation of business continuity management, disaster recovery systems and facilities that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3c.

Task 3d- IT Security and Identity and Access Management

The Grantee's Identity and Access Management (IAM) systems should allow the right people to access the right services across the Grantee's IT architecture while allowing efficient and effective management of directory services, user provisioning, web access management, and enterprise single sign-on. The main reasons for implementation of IAM at the Bank are improving IT enterprise systems security and meeting Basel II regulatory and IT Auditing requirements.



The Contractor shall perform a review of the Grantee's current IT security policy and program as well as IAM systems. The Contractor shall make recommendation for the improvement of the current IT security policy and program and IAM systems and recommend an IAM strategy which moves the Grantee from a general policy framework to setting specific standards and designing and/or establishing specific security architecture and a roadmap for implementation.

Deliverable: The Contractor's deliverable for Task 3d shall be a revised draft of the IT security policy and program, IAM strategy, and implementation roadmap that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3d.

Task 3e- Enterprise Data Warehouse

The Grantee considers the development of an enterprise data warehouse as one of the key components of the Project. Based on the Contractor's review and mapping of the Grantee's IT applications and its core business processes, the Contractor shall prepare an initial requirements specification for the development of an enterprise data warehouse.

In addition, the Contractor shall identify at least one core business process that is an optimal candidate for developing a prototype data warehouse. The Contractor shall identify the information, reporting and analytical needs of the candidate core business process. The Contractor shall also provide the following information for the development of a prototype data warehouse:

- definition of the source systems for the prototype data warehouse and corresponding information extract and validation rules;
- proposed conceptual information architecture of the prototype data warehouse;
- proposed hardware and software architecture;
- initial draft version of the data dictionary of the prototype data warehouse;
- definition of content, structure and access/security rules for the prototype data warehouse.

Based on the above, the Contractor will prepare an overall strategy and roadmap for the implementation of an enterprise data warehouse.

Deliverable: The Contractor's deliverable for Task 3e shall be a strategy and roadmap for implementation of an enterprise data warehouse that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3e.

Task 3f- Legal and Regulatory Framework for a National Electronic Payments System

The Grantee is currently developing the financial infrastructure for a comprehensive national electronic payments system including a domestic payment switch, modernization

of its Automated Clearing House (ACH) facility, a Real Time Gross Settlement (RTGS), meeting East African Community (EAC) payment harmonization requirements and a review of modalities for widespread branchless banking with electronic payment cards, also known as smartcards. The Grantee has set up a task force for the implementation of the domestic switch and is proceeding with the ACH system enhancements. As these activities are not adequately covered by current policies and regulations, there is a need to formulate a legal and regulatory framework for both switch and electronic payment related activities.

The Contractor shall review and assess the upgraded ACH facility and shall meet with the task force to solicit input, requirements and functionalities for the other contemplated activities.

The Contractor shall make recommendations for a sound legal and regulatory framework to enable the implementation of a modern and secure payments switch as well as the orderly and efficient issuance of smart cards to a potentially broad segment of the population including multipurpose functionality (ATM/debit/national ID/national health/union).

Deliverable: The Contractor's deliverable for Task 3f shall be a written recommendation for legal and regulatory framework for payments switch that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3f.

Task 3g- Assess Requirements for IT Governance

The Grantee is undertaking an IT Governance project that is based on Control Objectives for Information and Related Technology (COBIT). The primary objective of this project is to ensure the Grantee's adherence to the 15 COBIT processes that have been adopted by the Grantee in conjunction with the EAC requirement for harmonized national payments systems between member countries.

The Contractor shall review the EAC COBIT framework and shall assess the Grantee's current operations and plans with respect to the 15 COBIT processes. The Grantee shall perform a self-assessment and the Contractor shall provide an independent review of the self-assessment.

The Contractor shall make recommendations as to the technical and operational requirements for the Grantee to comply with the EAC COBIT framework.

Deliverable: The Contractor's deliverable for Task 3g shall be a strategic framework, roadmap, and budget for implementation of IT governance based on COBIT that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3g.

Task 4- U.S. Sources of Supply

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While aiming at optimum specifications and characteristics for the Project, the Contractor shall prepare an assessment of the availability of potential U.S. sources of supply for the components necessary for the implementation of the Project. The Contractor shall include business name, point of contact, address, telephone, e-mail, and fax numbers for each source.

Deliverable: The Contractor's deliverable for Task 4 shall be an assessment of US sources of supply with detailed list of prospective sources that can supply components necessary for implementation of the Project.

Task 5- Developmental Impact Analysis.

The Contractor shall report on the potential development impact of the Project in the Host Country. The Contractor should focus on what the economic development outcomes will be if the Project is implemented according to the TA recommendations. While specific focus should be paid to the immediate impact of the Project, the Contractor should include, where appropriate, any additional developmental benefits to the Project. The analysis of potential benefits of the Contractor should be as concrete and detailed as possible. The development impact factors are intended to provide the Project's decision-makers and interested parties with a broader view of the Project's potential effects on the Host Country. The Contractor will provide estimates of the Project's potential benefits in the following areas:

Human Capacity Building: Assess the number of people who would receive training and describe such potential training programs.

Technology Transfer and Productivity Enhancement: Provide a description of any advanced technologies that would be utilized as a result of the Project. Describe and quantify any efficiency or productivity enhancement that would be gained.

Other: Describe any other developmental impacts or benefits that would result from the Project, in particular: increased transparency of financial transactions within Tanzania's financial system and resulting impacts on good governance within Tanzania; banking services provided to previously un-banked or under-banked segments of the population; improved financial sector performance and resulting impact on domestic and foreign investment and economic growth in Tanzania.

Deliverable: The Contractor's deliverable for Task 5 shall be a detailed developmental impact assessment that fully incorporates all findings, analysis and recommendations derived from work performed under Task 5.

Task 6- Economic Analysis and Financial Analysis

The Contractor shall perform an economic cost benefit analysis of the Project, including an analysis of competing alternative methods of achieving the same or similar objectives for the Project.

The Contractor shall perform a financial analysis of the Project, including internal rate of return and return on investment, and make recommendations regarding financing options.

The Contractor shall identify and contact potential sources of financing to assess the likelihood of financing. Sources shall include, but not be limited to, bilateral and multilateral financing institutions.

Deliverables: The Contractor's deliverable for Task 6 shall be a report, including electronic spreadsheets, describing the economic and financial analysis performed; list of prospective financing sources contacted and details of conversations held with such sources. The report shall fully incorporate all findings, analysis and recommendations derived from work performed under Task 6.

Task 7- Preliminary Environmental Impact Assessment

The Contractor shall conduct a preliminary review of the project's anticipated impact on the environment with reference to local requirements and those of multilateral lending agencies such as the World Bank. This review would identify negative impacts, if any, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the project moves forward to the implementation stage. This includes the identification of steps that will need to be undertaken by the Grantee subsequent to the TA's completion and prior to project implementation. The review shall also identify potential positive impact, such as moving to a paperless environment, and include those results in the cost benefit calculations of the Economic Analysis for the Project.

Deliverable: The Contractor's deliverable for Task 7 shall be a preliminary environmental impact assessment that fully incorporates all findings, analysis and recommendations derived from work performed under Task 7.

Task 8- Regulatory and Policy Review

The Contractor shall perform a review of regulatory and policy issues related to the ICT modernization system components assessed in the tasks above. This should include a discussion of any regulations that would impact the Project's viability or prognosis to move forward. The Contractor shall review the internal, national, regional (e.g. East African Community), and international regulations and policies that currently apply to the Grantee or are likely to apply to the Grantee within the lifetime of the Project. The review shall include, but is not limited to, the need for a legal and regulatory framework governing activities related to the payment switch and electronic payment cards (credit, debit, ATM, smartcards).

Deliverable: The Contractor's deliverable for Task 8 shall be a review of regulatory and policy issues that fully incorporates all findings, analysis and recommendations derived from work performed under Task 8.

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Task 9- ICT Modernization Recommendation and Implementation Plan

The Contractor shall prepare a draft unified ICT modernization recommendation that incorporates all of the system components assessed in the tasks above and offers alternative approaches to implementation taking into account priorities based on the potential budget.

The Contractor shall present the recommendation in a workshop with the Grantee. The Contractor shall consult with key stakeholders during this process. The Contractor and the Grantee shall jointly identify stakeholders, including financing agencies that demonstrate an interest in providing financing for the Project.

The Contractor shall develop a detailed implementation plan with a timeline.

The Contractor shall prepare draft technical sections of the tender documents and tender evaluation criteria for each of the ICT modernization projects recommended for implementation.

Taking into account the review by the Grantee and key stakeholders, the Contractor shall produce a final unified ICT modernization recommendation and implementation plan. This shall include an executive summary report appropriate for presentation to prospective donors and international financing agencies.

Deliverable: The Contractor's deliverable for Task 9 shall be a final unified ICT modernization recommendation and implementation plan that fully incorporates all findings, analysis and recommendations derived from work performed under Task 9.

Task 10- Final Report

The Contractor shall prepare and provide to the Grantee and to USD/DA a Final Report in accordance with Clause I of Annex II of the Grant Agreement. Each of the above tasks in this Terms of Reference must be distinctly set forth in the Final Report in a substantive and comprehensive manner, and shall include all corresponding deliverables. The Final Report shall contain an executive summary. In addition to any other required deliverables in accordance with Clause I of Annex II of the Grant Agreement, the Contractor will provide the Grantee with 6 copies of the final report on CD-ROM. The CD-ROM version of the final report will include:

- Adobe Acrobat readable copies of all documents;
- Source files for all drawings in AutoCAD or Visio format; and
- Source files for all documents

Notes:



- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

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Annex II**USTDA Mandatory Contract Clauses****A. USTDA Mandatory Clauses Controlling**

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and the Bank of Tanzania ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the technical assistance ("TA") for the Bank of Tanzania ICT Modernization project ("Project") in Tanzania ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier**(1) USTDA Approval of Contract**

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

(2) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the TA and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar

the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the contract term and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

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Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Reporting Requirements

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the TA. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, and fax number. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

H. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this contract. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor a photocopy of an English language version of a signed contract or a final negotiated draft version to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon receipt by USTDA of an approved Final Report in accordance with the specifications and quantities set forth in Clause I below. Invoicing procedures for all payments are described below.

(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by

USTDA to the Contractor for performance of the contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(ii) For contract performance milestone payments:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(iii) For final payment:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client."

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted by courier or mail to the attention of the Finance Department at USTDA's address listed in Clause M below.

(4) Termination

In the event that the Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for reasonable and documented costs which have been incurred in performing the Terms of Reference prior to termination, as well as reasonable wind down expenses. Reimbursement for such costs shall not exceed the total amount of undisbursed Grant funds. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the reasonable and documented costs incurred in performing the Terms of Reference prior to termination.

I. USTDA Final Report

(1) Definition

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

- (a) One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.



and

(b) One (1) copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) copy of the Public Version of the Final Report to the Foreign Commercial Service Officer or the Economic Section of the U.S. Embassy in Host Country for informational purposes.

(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, USTDA's mailing and delivery addresses. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U. S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement.

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Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

"The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

J. Modifications

All changes, modifications, assignments or amendments to this contract, including the appendices, shall be made only by written agreement by the parties hereto, subject to written USTDA approval.

K. TA Schedule

(1) TA Completion Date

The completion date for the TA, which is April 30, 2012 is the date by which the parties estimate that the TA will have been completed.



(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

L. Business Practices

The Contractor agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a governmental official or private individual) for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the TA. The Client agrees not to receive any such payment. The Contractor and the Client agree that each will require that any agent or representative hired to represent them in connection with the TA will comply with this paragraph and all laws which apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

Fiscal Data:

Appropriation No.:	11 10/11 1001
Activity No.:	2010-11010A
Reservation No.:	2010110008
Grant No.:	GH2010110002

N. Definitions

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.



O. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

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ANNEX 5

Annex I

Terms of Reference

Objective

The successful completion of these Terms of Reference for the Technical Assistance ("TA") will support the Bank of Tanzania ("Grantee") in the proposed Bank of Tanzania ICT Modernization project ("Project"). The Project aims to implement an integrated IT solution for the Grantee, based on state of the art technologies aligned with international best practices and standards. The Project must also ensure that the recommended technologies are operationally sustainable. The Project will be guided and should adhere to the 15 Control Objectives for Information and Related Technology (COBIT) processes that have been adopted by the Grantee.

The TA will review and analyze the Grantee's existing core business processes and IT environment. It will then map the Grantee's existing business and IT environments, compare them with international best practices and standards, and recommend a strategy or roadmap to enable the Grantee to achieve the desired modernization.

Specifically, the TA will review the Grantee's existing IT applications, IT security policy, disaster recovery and business continuity plan, electronic payments switch, identity and access management, data warehousing plan, and IT governance processes. The TA will pay close attention to how the Grantee's existing IT environment supports the Grantee's core business processes.

The TA shall provide detailed technical and cost options, an economic cost benefit analysis, risk analysis, and a financial analysis. The analysis shall culminate in a detailed implementation plan, including draft tender documents, which will be reviewed by and incorporate input from key stakeholders.

Task 1- Kickoff Meeting, Document Review, Site Inspections and Stakeholder Consultations

The Contractor shall meet with the Grantee to discuss the Project and gain an understanding of the perspectives and priorities of officials within relevant offices of the Grantee.

If a U.S. Department of the Treasury Resident Advisor ("Advisor") is assigned to assist the Grantee at the time of Contract execution, the Contractor shall meet with and discuss the Project with the Advisor, who may also be able to coordinate meeting with the Grantee's senior officials as well as facilitate access to information relevant to the project.

The Contractor shall review all relevant and available reports, which will be made available by the Grantee, regarding the Grantee's current ICT infrastructure and IT systems.

The Contractor shall perform site inspections of the facilities and systems that will be assessed during the TA.

The Contractor shall solicit input and recommendations from key stakeholders and users of the ICT system as identified by the Grantee. Grantee stakeholders may include, but are not limited to, the Ministry of Finance and Economic Affairs; the Ministry of Health; the Ministry of Education; the Ministry of Communication, Science and Technology; the Ministry of Legal and Constitutional Affairs; the Ministry of Finance and Economic Affairs - Zanzibar; the Tanzania Revenue Authority; the National Bureau of Statistics; commercial banks; payment system operators such as Umoja Switch and VISA; and telecom operators.

Deliverable: The Contractor's deliverable for Task 1 shall be a report that fully incorporates all findings, analysis and recommendations derived from work performed under Task 1.

Task 2- Training Workshops

During the course of the TA, the Contractor shall provide at least 10 days of training covering at least two relevant topic areas with a total of at least 30 participants. The Contractor shall determine the topic areas through consultation with the Grantee. Prospective topic areas include, but are not limited to, the following:

- Integrated Financial Infrastructure Training including:
 - Attributes/capabilities of state-of-the-art IT platforms
 - User specific applications for key areas such as banking and financial markets
 - Business intelligence applications to create specific risk monitoring "dashboards" for senior managers
- Risk Management, including institutional knowledge of planning, implementing, and practicing coherent policies for:
 - IT security
 - Business continuity
 - Disaster recovery

Based upon an assessment of the Grantee's capacity in the areas covered in these Terms of Reference, the Contractor shall assess the requirements for long-term capacity building, taking into account training to be provided by vendors through various procurements. The Contractor shall estimate expected costs and, through consultation with the Grantee and with consideration of prospective budgets available, recommend a long-term training program schedule for the Grantee.

Deliverable: The Contractor's deliverable for Task 2 shall be electronic copies of all training materials, description of trainings performed with attendee lists, and a written recommendation for long-term training program schedule.

Task 3- Technical Review, Analysis and Recommendations

The Contractor shall review, analyze, and make recommendations on the following components of the Project:

Task 3a- Strategic IT Roadmap

The Grantee has undertaken a preliminary study of its current IT environment, primarily in collaboration with its IT development strategic partners. This preliminary study is expected to result in the development of an IT Strategic Roadmap to define a path to show how technology will be leveraged to drive business efficiency and transform the Bank of Tanzania into a modern, technology driven and service-focused organization. The IT Strategic Roadmap is currently available.

The Contractor shall review the developed IT Strategic Roadmap, which will be made available to the Contractor by the Grantee, and develop an independent, objective analysis of the recommendations focusing on minimizing the risk of failure.

The Contractor shall produce a new IT Strategic Roadmap which offers various options for a recommended roadmap and the intended technical direction, estimated budget, needed competencies to implement and sustain all the strategic IT projects, and timeframes for the implementation of the roadmap strategy, overview of the methodology used, as well as key findings of the current Grantee IT environment.

Deliverable: The Contractor's deliverable for Task 3a shall be a strategic IT Applications Roadmap and budget that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3a.

Note: The new Strategic IT Roadmap shall take into account all the technical tasks below and incorporate those that have specific applications which require integration within the overall IT system.

Task 3b- Business Process Management

The Grantee intends to implement business processes management (BPM) for improved efficiency, regulatory compliance, cost reduction, oversight capabilities and to reduce paper work and promote paperless transactions. The Grantee has contracted with a consultancy firm (Jaypar, Inc.) to develop a strategic roadmap for BPM. The Grantee shall provide the Jaypar report to the Contractor.

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The Contractor shall review the developed BPM roadmap and recommend the way forward with suggestions for the means to assist in its implementation and funding as an integral part of the overall Project.

Deliverable: The Contractor's deliverable for Task 3b shall be a BPM strategy with detailed implementation and funding plan that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3b.

Task 3c- Business Continuity and Disaster Recovery

In line with the Grantee's level of automation and great dependency on IT in critical business processes, there are recovery strategies in place to achieve resilience. These strategies include backup and offsite storage arrangements, data recovery sites and a planned project to construct a work area to accommodate about 300 staff, facilities and IT infrastructure to recover critical business processes and thereby minimize any potential interruption of operations at the primary working location. The Bank is in the process of improving the current available recovery strategies, particularly by upgrading its Chole Data Recovery site through the acquisition of more servers and improving connectivity to the Head Office and branches. The improvement is a transition process to a more resilient planned work area and a project whose completion is estimated to take two to three years.

The Contractor shall review the adequacy of existing recovery strategies, propose suitable strategies that are cost effective and able to achieve desired resilience; and review the plan to improve the existing Chole Data Recovery Site.

The Contractor shall also review the existing Management Information Systems (MIS) Business Continuity Plan (BCP) in order to develop a detailed IT Disaster Recovery Plan that is linked to existing functional BCPs based on identified risks and strategies and which is in line with international best practices, including an operational plan for maintenance and testing of the plan.

Deliverable: The Contractor's deliverable for Task 3c shall be a detailed plan for implementation of business continuity management, disaster recovery systems and facilities that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3c.

Task 3d- IT Security and Identity and Access Management

The Grantee's Identity and Access Management (IAM) systems should allow the right people to access the right services across the Grantee's IT architecture while allowing efficient and effective management of directory services, user provisioning, web access management, and enterprise single sign-on. The main reasons for implementation of IAM at the Bank are improving IT enterprise systems security and meeting Basel II regulatory and IT Auditing requirements.



The Contractor shall perform a review of the Grantee's current IT security policy and program as well as IAM systems. The Contractor shall make recommendations for the improvement of the current IT security policy and program and IAM systems and recommend an IAM strategy which moves the Grantee from a general policy framework to setting specific standards and designing and/or establishing specific security architecture and a roadmap for implementation.

Deliverable: The Contractor's deliverable for Task 3d shall be a revised draft of the IT security policy and program, IAM strategy, and implementation roadmap that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3d.

Task 3e- Enterprise Data Warehouse

The Grantee considers the development of an enterprise data warehouse as one of the key components of the Project. Based on the Contractor's review and mapping of the Grantee's IT applications and its core business processes, the Contractor shall prepare an initial requirements specification for the development of an enterprise data warehouse.

In addition, the Contractor shall identify at least one core business process that is an optimal candidate for developing a prototype data warehouse. The Contractor shall identify the information, reporting and analytical needs of the candidate core business process. The Contractor shall also provide the following information for the development of a prototype data warehouse:

- definition of the source systems for the prototype data warehouse and corresponding information extract and validation rules;
- proposed conceptual information architecture of the prototype data warehouse;
- proposed hardware and software architecture;
- initial draft version of the data dictionary of the prototype data warehouse;
- definition of content, structure and access/security rules for the prototype data warehouse.

Based on the above, the Contractor will prepare an overall strategy and roadmap for the implementation of an enterprise data warehouse.

Deliverable: The Contractor's deliverable for Task 3e shall be a strategy and roadmap for implementation of an enterprise data warehouse that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3e.

Task 3f- Legal and Regulatory Framework for a National Electronic Payments System

The Grantee is currently developing the financial infrastructure for a comprehensive national electronic payments system including a domestic payment switch, modernization

of its Automated Clearing House (ACH) facility, a Real Time Gross Settlement (RTGS), meeting East African Community (EAC) payment harmonization requirements and a review of modalities for widespread branchless banking with electronic payment cards, also known as smartcards. The Grantee has set up a task force for the implementation of the domestic switch and is proceeding with the ACH system enhancements. As these activities are not adequately covered by current policies and regulations, there is a need to formulate a legal and regulatory framework for both switch and electronic payment related activities.

The Contractor shall review and assess the upgraded ACH facility and shall meet with the task force to solicit input, requirements and functionalities for the other contemplated activities.

The Contractor shall make recommendations for a sound legal and regulatory framework to enable the implementation of a modern and secure payments switch as well as the orderly and efficient issuance of smart cards to a potentially broad segment of the population including multipurpose functionality (ATM/debit/national ID/national health/union).

Deliverable: The Contractor's deliverable for Task 3f shall be a written recommendation for legal and regulatory framework for payments switch that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3f.

Task 3g- Assess Requirements for IT Governance

The Grantee is undertaking an IT Governance project that is based on Control Objectives for Information and Related Technology (COBIT). The primary objective of this project is to ensure the Grantee's adherence to the 15 COBIT processes that have been adopted by the Grantee in conjunction with the EAC requirement for harmonized national payments systems between member countries.

The Contractor shall review the EAC COBIT framework and shall assess the Grantee's current operations and plans with respect to the 15 COBIT processes. The Grantee shall perform a self-assessment and the Contractor shall provide an independent review of the self-assessment.

The Contractor shall make recommendations as to the technical and operational requirements for the Grantee to comply with the EAC COBIT framework.

Deliverable: The Contractor's deliverable for Task 3g shall be a strategic framework, roadmap, and budget for implementation of IT governance based on COBIT that fully incorporates all findings, analysis and recommendations derived from work performed under Task 3g.

Task 4- U.S. Sources of Supply

While aiming at optimum specifications and characteristics for the Project, the Contractor shall prepare an assessment of the availability of potential U.S. sources of supply for the components necessary for the implementation of the Project. The Contractor shall include business name, point of contact, address, telephone, e-mail, and fax numbers for each source.

Deliverable: The Contractor's deliverable for Task 4 shall be an assessment of US sources of supply with detailed list of prospective sources that can supply component necessary for implementation of the Project.

Task 5- Developmental Impact Analysis.

The Contractor shall report on the potential development impact of the Project in the Host Country. The Contractor should focus on what the economic development outcomes will be if the Project is implemented according to the TA recommendations. While specific focus should be paid to the immediate impact of the Project, the Contractor should include, where appropriate, any additional developmental benefits to the Project. The analysis of potential benefits of the Contractor should be as concrete and detailed as possible. The development impact factors are intended to provide the Project's decision-makers and interested parties with a broader view of the Project's potential effects on the Host Country. The Contractor will provide estimates of the Project's potential benefits in the following areas:

Human Capacity Building: Assess the number of people who would receive training and describe such potential training programs.

Technology Transfer and Productivity Enhancement: Provide a description of any advanced technologies that would be utilized as a result of the Project. Describe and quantify any efficiency or productivity enhancement that would be gained.

Other: Describe any other developmental impacts or benefits that would result from the Project, in particular: increased transparency of financial transactions within Tanzania's financial system and resulting impacts on good governance within Tanzania, banking services provided to previously un-banked or under-banked segments of the population; improved financial sector performance and resulting impact on domestic and foreign investment and economic growth in Tanzania.

Deliverable: The Contractor's deliverable for Task 5 shall be a detailed developmental impact assessment that fully incorporates all findings, analysis and recommendations derived from work performed under Task 5.

Task 6- Economic Analysis and Financial Analysis

The Contractor shall perform an economic cost benefit analysis of the Project, including an analysis of competing alternative methods of achieving the same or similar objectives for the Project.

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The Contractor shall perform a financial analysis of the Project, including internal rate of return and return on investment, and make recommendations regarding financing options.

The Contractor shall identify and contact potential sources of financing to assess the likelihood of financing. Sources shall include, but not be limited to, bilateral and multilateral financing institutions.

Deliverables: The Contractor's deliverable for Task 6 shall be a report, including electronic spreadsheets, describing the economic and financial analysis performed; list of prospective financing sources contacted and details of conversations held with such sources. The report shall fully incorporate all findings, analysis and recommendations derived from work performed under Task 6.

Task 7- Preliminary Environmental Impact Assessment

The Contractor shall conduct a preliminary review of the project's anticipated impact on the environment with reference to local requirements and those of multilateral lending agencies such as the World Bank. This review would identify negative impacts, if any, discuss the extent to which they can be mitigated, and develop plans for a full environmental impact assessment if and when the project moves forward to the implementation stage. This includes the identification of steps that will need to be undertaken by the Grantee subsequent to the TA's completion and prior to project implementation. The review shall also identify potential positive impact, such as moving to a paperless environment, and include those results in the cost benefit calculations of the Economic Analysis for the Project.

Deliverable: The Contractor's deliverable for Task 7 shall be a preliminary environmental impact assessment that fully incorporates all findings, analysis and recommendations derived from work performed under Task 7.

Task 8- Regulatory and Policy Review

The Contractor shall perform a review of regulatory and policy issues related to the ICT modernization system components assessed in the tasks above. This should include a discussion of any regulations that would impact the Project's viability or prognosis to move forward. The Contractor shall review the internal, national, regional (e.g. East African Community), and international regulations and policies that currently apply to the Grantee or are likely to apply to the Grantee within the lifetime of the Project. The review shall include, but is not limited to, the need for a legal and regulatory framework governing activities related to the payment switch and electronic payment cards (credit, debit, ATM, smartcards).

Deliverable: The Contractor's deliverable for Task 8 shall be a review of regulatory and policy issues that fully incorporates all findings, analysis and recommendations derived from work performed under Task 8.

Task 9- ICT Modernization Recommendation and Implementation Plan

The Contractor shall prepare a draft unified ICT modernization recommendation that incorporates all of the system components assessed in the tasks above and offers alternative approaches to implementation taking into account priorities based on the potential budget.

The Contractor shall present the recommendation in a workshop with the Grantee. The Contractor shall consult with key stakeholders during this process. The Contractor and the Grantee shall jointly identify stakeholders, including financing agencies that demonstrate an interest in providing financing for the Project.

The Contractor shall develop a detailed implementation plan with a timeline.

The Contractor shall prepare draft technical sections of the tender documents and tender evaluation criteria for each of the ICT modernization projects recommended for implementation.

Taking into account the review by the Grantee and key stakeholders, the Contractor shall produce a final unified ICT modernization recommendation and implementation plan. This shall include an executive summary report appropriate for presentation to prospective donors and international financing agencies.

Deliverable: The Contractor's deliverable for Task 9 shall be a final unified ICT modernization recommendation and implementation plan that fully incorporates all findings, analysis and recommendations derived from work performed under Task 9.

Task 10- Final Report

The Contractor shall prepare and provide to the Grantee and to USTDA a Final Report in accordance with Clause I of Annex II of the Grant Agreement. Each of the above tasks in this Terms of Reference must be distinctly set forth in the Final Report in a substantive and comprehensive manner, and shall include all corresponding deliverables. The Final Report shall contain an executive summary. In addition to any other required deliverables in accordance with Clause I of Annex II of the Grant Agreement, the Contractor will provide the Grantee with 6 copies of the final report on CD-ROM. The CD-ROM version of the final report will include:

- Adobe Acrobat readable copies of all documents;
- Source files for all drawings in AutoCAD or Visio format; and
- Source files for all documents

Notes:



- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.



ANNEX 6

COMPANY INFORMATION

A. Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers:

2. Year established (include predecessor companies and year(s) established, if appropriate).

3. Type of ownership (e.g. public, private or closely held).

4. If private or closely held company, provide list of shareholders and the percentage of their ownership.

5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (*) next to the names of those principal officers who will be involved in the Technical Assistance.

6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).

7. Project Manager's name, address, telephone number, e-mail address and fax number .

B. Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

C. Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Technical Assistance as proposed and reflect such impact within the project schedule.

2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

D. Offeror's Representations

Please provide exceptions and/or explanations in the event that any of the following representations cannot be made:

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____ . The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Technical Assistance. The Offeror is not debarred, suspended, or to the best of its knowledge or

belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____

E. Subcontractor Profile

1. Name of firm and business address (street address only), including telephone and fax numbers.

2. Year established (include predecessor companies and year(s) established, if appropriate).

F. Subcontractor's Representations

If any of the following representations cannot be made, or if there are exceptions, the subcontractor must provide an explanation.

1. Subcontractor is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____ . The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Technical Assistance and to perform the Technical Assistance. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.

3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____