# Invitation to Tender

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| **Tender Name: Digital Data Sharing Case Study** | | **Tender No: MC-AFA/NBO/036/ 2020** |
| Location: Nairobi, Kenya | Correspondence Language(s): English | |
| Brief Summary Description of Project: Mercy Corps AgriFin Program is seeking for a firm to conduct a DigitalData Sharing Case Study | | |

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| **Tender Package Available from:**  **18th August 2020** | **Tender Package Pickup Location:**  [**www.mercycorpsagrifin.org**](http://www.mercycorpsagrifin.org) **or Interested bidders can submit a request for the tender documents to this email address ‘**[**agrifinprocurement@mercycorps.org**](mailto:agrifinprocurement@mercycorps.org) |
| **Deadline for Offer Submission:**  **25th August 2020 *5.00 PM pacific time*** | **Submit Offers to:**  **The Tender box at**  **Mercy Corps Kenya**  **ABC Place, Block A, 3rd floor**  **OR Via Email to:** [**tenders@mercycorps.org**](mailto:tenders@mercycorps.org) |

*Mercy Corps reserves the right to accept or reject any late offers*

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| **Questions and Answers (Q&A)** | |
| If any, Submit Questions in writing to: [www.mercycorpsagrifin.org](http://www.mercycorpsagrifin.org) | |
| Last Day for Questions:  **19th August 2020** | Questions will be answered by:  **20th August 2020** |
| Questions will be answered through: ***All prospective bidders will access consolidated questions and answers on these******website*** [*www.mercycorpsagrifin.org*](http://www.mercycorpsagrifin.org)***by 20th August 2020 at 5.00 PM pacific time*** | |

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| **Documentation Checklist** | |
| These documents are contained within this tender package: | * Invitation to Tender * General Conditions for Tender * Criteria and Submittals * Price Offer Sheet * Supplier Information Form * Scope of Work * Sample Contract |

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# General Conditions for Tender

Mercy Corps invites proposals for the goods, services and/or works described and summarized in these documents, and in accordance with procedures, conditions and contract terms presented herein. Mercy Corps reserves the right to vary the quantity of work/materials specified in the Tender Package without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

**2.1 Mercy Corps’ Anti-Bribery and Anti-Corruption Statement**

**Mercy Corps strictly prohibits**:

* *Any form of bribe or kickback in relation to its activities*

This prohibition includes any *request* from any Mercy Corps employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded.  It also applies to any *offer* from any company or individual to provide anything of value to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.

* *Conflicts of interests in the awarding or management of contracts*

If a company is owned by, whether directly or indirectly, in whole or in part, any Mercy Corps employee or any person who is related to a Mercy Corps employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.

* *The sharing or obtaining of confidential information*

Mercy Corps prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps’ price estimates, competing offerors or competing offers, etc.  Any information provided to one offeror must be provided to all other offerors.

* *Collusion between/among offerors*

Mercy Corps requires fair and open competition for this solicitation.  No two (or more) companies submitting proposals can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

Violations of these prohibitions, along with all evidence of such violations, should be reported to:

[**integrityhotline@mercycorps.org**](mailto:integrityhotline@mercycorps.org)

Mercy Corps will investigate allegations fully and will take appropriate action.  Any company, or individual that participates in any of the above prohibited conduct, will have its actions reported to the appropriate authorities, will be investigated fully, will have its offer rejected and/or contract terminated, and will not be eligible for future contracts with Mercy Corps. Employees participating in such conduct will have his/her employment terminated.

Violations will also be reported to Mercy Corps’ donors, who may also choose to investigate and debar or suspend companies and their owners from receiving any contract that is funded in part by the donor, whether the contract is with Mercy Corps or any other entity.

**2.2 Tender Basis:**

* All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
* No respondent should add, omit or change any item, term or condition herein.
* If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
* Each offeror may make one response only.
* Each offer shall be valid for the period of 180 days from its date of submission.
* All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
* Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
* Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
* This Tender does not obligate Mercy Corps to execute a contract nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of proposals. Furthermore, Mercy Corps reserves the right to reject any and all proposals, if such action is considered to be in the best interest of Mercy Corps.

**2.3 Supplier Eligibility**

Suppliers may not apply, and will be rejected as ineligible, if they:

* Are not registered companies
* Are bankrupt or in the process of going bankrupt
* Have been convicted of illegal/corrupt activities, and/or unprofessional conduct
* Have been guilty of grave professional misconduct
* Have not fulfilled obligations related to payment of social security and taxes
* Are guilty of serious misinterpretation in supplying information
* Are in violation of the policies outlined in Mercy Corps Anti Bribery or Anti-Corruption Statement
* Supplier (or supplier’s principals) are on any list of sanctioned parties issued by; or are presently excluded or disqualified from participation in this transaction by: the United States Government or United Nations by the United States Government, the United Kingdom, the European Union, the United Nations, other national governments, or public international organizations.

Additional eligibility criteria, if applicable, are stated in section 3.2 of this tender package.

**2.4 Response Documents**

Offerors can either utilize the response documents contained in this tender package to submit their offer or they can submit an offer in their own format as long as it contains all the required documents and information specified by this tender.

**2.5 Acceptance of Successful Response**

Documentation submitted by offerors will be verified by Mercy Corps. The winning offeror will be required to sign a contract for the stated, agreed upon amount.

**2.6 Certification Regarding Terrorism**

It is Mercy Corps’ policy to comply with humanitarian principles and the laws and regulations of the United States, the European Union, the United Nations, the United Kingdom, host nations, and other applicable donors concerning transactions with or support to individuals or entities that have engaged in fraud, waste, abuse, human trafficking, corruption, or terrorist activity. These laws and regulations prohibit Mercy Corps from transacting with or providing support to any individuals or entities that are the subject of government sanctions, donor rules, or laws prohibiting transactions or support to such parties.

# Criteria & Submittals

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| **3.1 Contract Terms**  Mercy Corps intends to issue a **Fixed Price** contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in Section 6. |
| **3.2 Specific Eligibility Criteria**  Eligibility criteria must be met and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offeror who do not submit these documents may be **disqualified** from any further technical or financial evaluation.  Eligibility Criteria:   * The firm must be an eligible business under the applicable laws and regulations in their countries of operations * The firm must be in good standing with the taxation or legal authorities * The firm must have a satisfactory record of performance and business ethics based on information available to Mercy Corps |
| **3.3 Tender Submittals**  Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.  **Documents supporting the Eligibility Criteria:**   * Business Registration Documents * Articles /Memorandum of Association * Tax registration and Compliance documents * Three References from previous work projects (including contact information)   **Documents to conduct the Technical Evaluation and additional Due Diligence:**   * Company Profile, 2-page max * Evidence of similar services offered (including contact information, contract value, and geographic locations) * Detailed Proposal and CVs of technical staff including their role, qualification and experience * Portfolio of work * Financial offer   **Price Offer :**  The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.  Offerors must include VAT and customs duties if applicable in their offer. |
| **3.4 Currency**  Offers should be submitted in: USD  Payments will be made in: USD |

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| **3.5 Tender Evaluation (Trade-Off Selection Method)**  Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.  Evaluations will be conducted as described in the following subsections: |
| **3.5.1 Scoring Evaluation**  ***Trade-Off Method***  Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criteria is given a percentage, all together equaling 100%). Offeror's proposals should consist of all required technical submittals so a Mercy Corps committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.  Award criteria shall be based on the proposal’s overall **“value for money”** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria has been assigned a weighting prior to the release of this tender based on its importance to Mercy Corps in this process.  Offeror(s) with the best score will be accepted as the winning offeror(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.2.  When performing the Scoring Evaluation, the Mercy Corps tender committee will assign points for each criteria based on the following scale:   |  |  | | --- | --- | | **Point** | **Rationale** | | 0 | Not acceptable; has not met any part of the specified criteria | | 1-4 | Has met only some minimum requirements and may not be acceptable | | 5 | Acceptable | | 6-9 | Acceptable; has met all requirements and exceeds some | | 10 | Acceptable; has exceeded all requirements |  |  |  |  |  | | --- | --- | --- | --- | | **Evaluation Criteria** | **Weight**  **(%)** | **Possible Points**  **(1 to 10)** | **Weighted Score** | | **(A)** | **(B)** | **(A\*B)** | | **Methodology** |  |  |  | | The proposal outlines an approach that is tailored to achieving the objectives of the assignment | 10% |  |  | | The proposal indicates commitment to quality of data collected | 10% |  |  | | The proposal indicates analysis procedures that are to be used in developing the insights | 10% |  |  | | The proposal is in line with the expected timelines for delivering the project | 10% |  |  | | **Team Knowledge and Experience** |  |  |  | | The proposal firm/consultant has the necessary qualifications to conduct the assignment | 10% |  |  | | The firm has the necessary project experience to execute the work | 10% |  |  | | The firm has proof of handling projects with similar budgets before indicating capacity and ability | 10% |  |  | | **Unique qualifications** |  |  |  | | The firm’s work, objectives and unique qualifications convey a positive feeling of which lays the foundation for a trusted relationship. | 5% |  |  | | **Value added services** |  |  |  | | It is evident that the firm has the necessary capacity to provide other services beyond the current engagement | 5% |  |  | | **Cost of the proposal and terms of payment** |  |  |  | | The pricing is well documented, with the preferred payment schedule and is within the budget | 5% |  |  | | The proposal addresses all items requested by us whether verbally, electronically or in the SoW | 5% |  |  | | The proposed fee is reasonable based on the experience, unique value and knowledge the firm brings to the engagement. | 10% |  |  | | **TOTAL POSSIBLE SCORE:** | **100%** |  |  | |
| **3.5.2 Additional Due Diligence**  Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular supplier or supplier(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):   * Reference Checks |

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# Offer Form

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| **Offerors must submit their own independent offer including at least (but not limited to):**   * All documents requested in the “Eligibility Criteria” section of this Tender Package * All documents requested in the “Tender Submittals” section of this Tender Package * All information listed in the “Documents Comprising the Proposal” section below   **All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.** |

***Documents Comprising the Proposal***

The following information must be included in the offer of any potential offeror:

* **Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
* A Price Offer detailing the unit price only, using the **Price Offer Sheet** template provided in section 7 or your own price sheet with the daily rate for key personnel and expenses indicated.
* Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)
* Other important documents offeror feels need to be attached to support their proposal

The original proposal shall be signed by the offeror or a person or persons duly authorized to bind the offeror to the contract. Financial offer pages of the proposal shall be initialed by the person or persons signing the proposal and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the proposal.

# 5. Scope of Work/Technical Specifications

**Mercy Corps Background**

Mercy Corps is a leading global organization powered by the belief that a better world is possible. In disaster, in hardship, in more than 40 countries around the world, we partner to put bold solutions into action—helping people triumph over adversity and build stronger communities from within. Now, and for the future. As a global organization with programs in over 40 countries, we focus much of our advocacy on influencing governments, multi-lateral institutions as well as foundations and the private sector to improve relevant policies, practices and decisions in order to better help vulnerable communities lift themselves out of poverty.

**Mercy Corps AgriFin**

Mercy Corps’ mission is to alleviate suffering, poverty and oppression by helping people build secure, productive and just communities. The AgriFin Accelerate (AFA) program is a six year, USD 24.7 million program of Mercy Corps, supported by The MasterCard Foundation. The core problem AgriFin Accelerate seeks to address is the inclusion gap for smallholder farmers (SHF) who lack access to affordable, accessible, demand-driven financial products and services that drive higher productivity and income for farm families.

Drawing on Mercy Corps’ experience implementing the AgriFin Mobile program and years of work in the agriculture, finance and ICT sectors, AgriFin Accelerate will **support the expansion of digital financial** **services (DFS) to one million farmers in Sub-Saharan Africa (SSA) over six years, delivered by growing** **ecosystems of diverse service providers**. AgriFin Accelerate’s primary target group is unbanked smallholder farmers living on less than $2.50 per day in Kenya, Tanzania and Zambia. Three outcomes will contribute to the achievement of this goal:

*Outcome 1:* Market actors expand, improve and continue to offer high-impact DFS products and services that are tailored to address the expressed needs of SHFs;

*Outcome 2*: Farmers increase capability to access and utilize demand-driven, high impact technology enabled financial products and services relevant to SHFs;

*Outcome 3*: Ecosystems around both supplier and farmers emerge supporting provision of digital financial and informational services to SHFs that are used at scale.

To address SHF’s challenges in using the mobile phone, the MasterCard Foundation funded a $25 million six-year program called the AgriFin Accelerate Program. This program draws upon Mercy Corp’s experience in implementing the AgriFin Mobile Program coupled with their extensive work in the agricultural, financial, and ICT sectors. The program will **support the expansion of digital financial** **services (DFS) to one million farmers in Sub-Saharan Africa (SSA) over six years, delivered by growing** **ecosystems of diverse service providers**. AgriFin Accelerate’s primary target group is unbanked smallholder farmers living on less than $2.50 per day in Kenya, Tanzania and Zambia.

**Purpose of Engagement**

The challenges in agriculture in Africa, particularly for the smallholder farmers producing 80% of it’s’ food for consumption, are complex, and no single solution exists to reverse age-old issues around markets, infrastructure, poverty and exclusion. Digital solutions can provide relatively low-cost solutions that reach scale quickly, open new markets, and surpass the traditional brick-and-mortar approach to customer acquisition and the distribution and sales of products and services.  Over the past five years, AgriFin has worked both to build capacity of fintech and agtech innovators to scale and also worked to broker partnerships for them onto larger digital platforms, typically hosted by banks, mobile network operators, large agricultural enterprises and government.

Underpinning many of these engagements are complex negotiations about how data sharing can unlock service delivery and enable different social and commercial outcomes for different players. AgriFin has been deeply involved in organically helping to structure many of these agreements that govern the use of data for:

* Independent service provider using data to enhance service delivery
* Partnerships between two service providers who are sharing data
* Platform model with multiple service providers
* Government or independent shared data hub enables access to data for service providers

Within each of these types service provision arrangements there are different actors with a variety of interests and incentives to share data. Since 2015, AgriFin programs have worked to leverage digital data to drive increased and improved products and services for smallholder farmers across all our countries of operation, including Kenya, Tanzania, Zambia, Ethiopia and Nigeria. Early work was done around digital data to inform product development, later evolving to support credit scoring and insurance products, then on to smart farming and now into more complex data analytics to inform policy and business development. Nearly every engagement involving digital data has included a component of data sharing to enhance partnerships and product bundling, as well as to enrich the base of data needed for product development, risk management and decisioning.

Drawing on Mercy Corps’ experience implementing the AgriFin Mobile, AgriFin Accelerate and AgriFin Digital Farmer programs, Mercy Corps is seeking to undertake a stock-take of what has been learned about data sharing to enhance service delivery to smallholder farmers. This Digital Data Sharing Case Study is expected to be used to:

* Catalogue and share key learnings and frameworks in the form of a public learning brief
* Support the design and implementation of ongoing AgriFin engagements with partners that involve data sharing

Inform the future design of the AgriFin program as it relates to partnerships and the continued use of data sharing models to enhance service delivery to smallholder farmers

**Key research questions**

The AgriFin team acknowledges that this is a complex topic with an almost infinite number of variations depending on: the partners involved, the specific use (and business) case of the data sharing, the regulatory environment and the competitive dynamics of the market. However, within the context of an emerging digital-agriculture solutions landscape there are a number of data-sharing dynamics that are becoming “familiar territory” as different types of partnerships between organizations have developed. AgriFin also acknowledges that many of these early data sharing partnerships have emerged organically around perceived market opportunities and that an organic approach has been undertaken to fostering and structuring these arrangements.

With this as background this case study will seek to take a “whole of portfolio” approach to considering data-sharing, rather than deep diving into 1-2 particular types of partnership or data use cases and will seek to answer the following questions:

**Where do data-sharing needs emerge** in support of enhancing service delivery to smallholder farmers, including:

* The key use-cases for data-sharing (types of data; types of services)
* Typical partnerships and models where data-sharing is involved
* What organizations own different sources of data and how they typically consider that data as an asset or source of competitive advantage
* Where and how different data-sets can be combined to create value
* The incentives and typical business case for getting involved in data-sharing arrangements
* The major industry players working to drive data-sharing protocols and open data access in agriculture that can be leveraged for future work

**What has been learned** about how to approach and structure different aspects of data-sharing models, including:

* The typical barriers to sharing data in different types of partnerships and models
* The challenge of accommodating organizational interests and concerns within sharing data arrangements
* What are the successful models and approaches that promote data sharing among partners, considering product development, partnership building, risk mitigation and use of data for decisioning across a range of ecosystem actors
* What are the core use cases for digital data within the context of data sharing
* The enabling role of systems, automation, AI and big data analytics in facilitating data-sharing
* Technical challenges involved in collecting, processing, storing, analysis and sharing of data

**What is the role and impact of government policy and regulation,** including:

* Consumer protection policy, regulation and compliance
* The possible enabling role of standards and common data-sharing protocols
* The potential for publicly hosted and curated data-hubs

**Scope of Work**

As part of this engagement, the consultants will be expected to conduct the below activities:

1. The selected consultants will work with AgriFin’s team to further understand the key research questions, as well as the related learning agenda and AgriFin experience related to the use of data and data-sharing models;
2. Based on a refined understanding of the major research questions the consultants will develop a series of frameworks and an approach to considering the range of data sharing use cases and organizational partnerships that typically underpin data-sharing agreements. This will build on the latest research on: 1) service delivery models, 2) the landscape of digital services, 3) platforms; and 4) the market positions and incentives of different actors, to establish a new way of considering where, why and how data sharing becomes a key part of enhancing service delivery for smallholder farmers;
3. Based on this work, the consultant will conduct a rapid landscape of where AgriFin has worked on data sharing, cataloguing key challenges, learnings, ongoing research questions and perceived opportunities. In this exercise the frameworks and approach developed in the step above will be used to create a natural order and “portfolio” view of the work AgriFin has done to this point. This stage of the work will involve review of key program documents and interviews with AgriFin staff (and partners where relevant).
4. At this point it is expected that the consultant would present a preliminary synthesis to the AgriFin team for feedback and conduct 4-6 external interviews with experts to further refine the work.
5. Finally, the consultant will develop a case study presentation that distills the key finding from the work, learnings and recommendations for the sector going forward. It is expected that this case study will be no longer than 20 Powerpoint slides in length and presented in a format that is consistent with previous AgriFin research products.

**Deliverables**

The consultant will work to produce and support production of the following deliverables, in close collaboration with AgriFin team:

1. A 5-6 page PowerPoint data-sharing framework and approach for breaking down the range of different data-sharing use cases and typical organizational partnerships that underpin the use of data in enhancing service delivery.
2. A 8-10 page PowerPoint landscape of AgriFin data-sharing use cases and learnings that is organized using the agreed upon framework
3. A 15-20 page PowerPoint summary of key findings to be released as a publicly available learning product
4. A 3-4 paragraph blog linked to the PPT, coauthored with AgriFin task manager
5. All other related work product including interviews and analysis.

The consultants will also submit regular invoices, as agreed tied to completion of deliverables.

# 6. Sample Contract

This is the anticipated contract. However, if required, additional terms and conditions may be added by Mercy Corps in the final contract.

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# 7. Attachments to the Tender Package





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