



The Government of the Commonwealth of The Bahamas

Ministry of Finance

Cecil Wallace-Whitfield Centre

West Bay Street

Nassau, The Bahamas

Telephone: (242) 327 -1530/7 or 702 1500

Request for Proposal (RFP)

VAT Off – Programme

DISCLAIMER

The information contained in this Request for Proposals document (“**RFP**”) is provided to Bidder(s) on behalf of the Ministry of Finance (“**MoF**”), on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the MoF to the prospective Bidders or any other person. The purpose of this RFP is to provide Bidders with information that may be useful to them in making their submissions (the “**Bids**”) pursuant to this RFP. This RFP includes statements which reflect various assumptions and assessments arrived at by the MoF in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for MoF, its employees or advisors to consider the investment objectives, financial circumstances and particular needs of each Bidder. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

MoF accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MoF, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules, regulations, tort principles, restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

MoF also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

MoF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that MoF is bound to select a Bidder or award a contract for the Project and MoF reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MoF or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and MoF shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidding Process shall be governed by, and construed in accordance with, the laws of The Bahamas and the courts of The Bahamas shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

Introduction

In 2014, the Government of The Bahamas introduced the Value Added Tax (VAT) Act, on the consumption of all goods and services. Notwithstanding the application of the VAT, the Act, provides that goods exported from the country are subject to VAT exemption or Zero Rated. More specifically, the Value Added Tax Regulations, 2014 15(3) states the following:

“subject to VAT rules, the VAT Comptroller may allow a registrant to make taxable supplies of goods to a retail recipient inside The Bahamas at a zero rate where the VAT Comptroller obtains documentary evidence that the recipient will export the goods from The Bahamas”

To stimulate economic activities in areas frequented by visitors, the Government, introduced a temporary system, in which VAT Off was granted to visitors and managed by a service provider, with extensive knowledge in providing such service. The VAT Off Programme, which is synonymous with initiatives implemented in major international and regional touristic jurisdiction was limited to the purchase of certain goods for exports.

The VAT Off program was initiated as a means of making the duty free privileges enjoyed by visitors easier thereby increasing our competitiveness in the tourism industry. It was also instituted as a revenue enhancement tool to allow better accounting control of the duty free program.

In an effort to provide more support for the effective management of the Programme, the Government of The Bahamas is desirous of procuring a reputable firm, with adequate knowledge in the application of a VAT Off Programme. This programme is aligned with Government strategies to introduce tax inducements and other incentives to engender economic growth through the private sector.

As for the preferred vendor, the evaluation team will select the proposal that is deemed to be most fitting for the assignment, will require that the solution provider assume some

level of management for the exercise, in accordance with prescribed criteria expected to be included in contractual arrangement. Conversely, the Ministry of Finance will supervise the assignment to ensure that the programme is fluid and all stakeholders are appeased with the information generated from the programme.

Objective

In accordance with the VAT Act, it is the intention of the Government of The Bahamas to continue the VAT Off Programme to, among other things, support the marketing of Tourism and to generate economic activity among local merchants for selected exported items.

The preferred vendor shall undertake to provide a service, not exceeding Five (5) years, that is 100% electronic, working in real time and inclusive of all relevant stakeholders i.e., Non-Residents, Merchants, the Department of Inland Revenue, the Ministry of Finance, and the Ministry of Tourism.

Current Process

The current process in execution entails the customer receiving benefits from the programme at the point of sale with a merchant as opposed to receiving the benefits at a point of exit i.e. airport or seaport.

In completing the sale, the merchant is required to enter into the system, five (5) pieces of information, on the customer, for subsequent compiling and circulation to various stakeholders in the programme. The requisite information for the system are as follows:

- First Name
- Last name
- Country of Residence
- A government issued ID
- Invoice number
- Invoice Amount

In advance of providing the service to customers, the merchants must ensure that the consumer is not a Bahamian, not a resident in The Bahamas, and not employed in The Bahamas within the last five (5) months.

With respect to management of the of the solution, this activity will be the responsibility of the Ministry of Finance

The bidding process

1.1 THE BIDDING DOCUMENTS

The Bidding Documents include the RFP and a detailed attachment outlining the requirements deemed necessary for the operation of an effective VAT Off Programme. In view of pertinent information included in the RFP to assist vendors in completing their submission for the assignment, please note below, four (4) salient points, for the consideration of vendors, in advance of circulating proposal for the VAT Off Programme. The Bidders must submit their Bids in accordance with the Bidding Documents.

- (A) The Bid shall be valid for a period of not less than one hundred and twenty (120) days from the Bid Due Date, as defined in Clause 1.3 below.
- (B) Subject to the provisions of Clauses 2.3 and 4 herein below, the Bidding Documents and any amendments issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- (C) Any queries or requests for additional information concerning this RFP shall be submitted by email in accordance with Clause 2.3.
- (D) The Bidders shall be responsible for all costs associated with the preparation of their Proposals and participation in the Bidding Process. MoF will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.2 SCHEDULE OF EVENTS¹

Event	Date
1. RFP Advertisement and Distribution	January 20 th , 2020
2. Deadline for Submission of Clarifications by Bidders	February 3 rd , 2020
3. Deadline for issuing Response to Bidders	February 18 th , 2020 ⁹
4. Interested Bidders Demonstration	February 26 th , 2020
5. Bid Due Date @5pm	March 12 th , 2020
6. Opening of Proposals by Tenders Board	March 17 th , 2020
7. Recommendation of Bid Evaluation to Tenders for approval	April 6 th , 2020

¹ The same may be subject to change

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|--------------------------------|-------------------------------|
| 8. Announcement of Winning Bid | April 28 th , 2020 |
| 9. Contract Negotiations | May 13 th , 2020 |
| 10. Proposed Commencement Date | May 20 th , 2020 |

1.3 BID DUE DATE

All **proposals** are due by **5:00 p.m.** (Eastern Standard Time) on **March^{12th}, 2020** (the **“Bid Due Date”**). The MoF may in its sole discretion extend the Bid Due Date by issuing an amendment uniformly for all Bidders. Any proposal received after the Bid Due Date shall not be considered and shall be summarily rejected.

1.4 SUBMISSION OF THE PROPOSAL

Proposals must be received on or before the Bid Due Date at the **Reception Desk, Ministry of Finance, Cecil Wallace-Whitfield Centre, West Bay Street, The Bahamas.**

The Bidder shall submit five (5) **sealed** copies of the Proposal in separate envelopes, one marked **“Original”** and the other four (4) marked **“Copy,”** respectively.

In the event of any discrepancy between the original and the copy, the **Original** shall prevail. An electronic version shall also be provided by the Bidder. Proposals will **not** be accepted by email or facsimile.

The Proposal shall be typed and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. Any alteration, additions or any other amendments made to the Bid shall be initialed by the authorized signatory of the Bidder.

All proposals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the Bid Due Date.

Submissions shall be addressed to:

CHAIRMAN

Tenders Board, Ministry of Finance

c/o Acting Financial Secretary

Cecil Wallace-Whitfield Centre,

P. O. Box N-3017

West Bay Street

Nassau, Bahamas

Labelled: RFP – The Ministry of Finance –VAT Off Services

Note: Please ensure that, if a third party carrier (Federal Express, UPS, DHL, EMS, USPS, etc.) is used, they are to be instructed to deliver your proposal to the location specified above on or before the Bid Due Date. Neither, the Government, its servants, agents nor MoF shall be liable to ensure that the Proposal is delivered to the specified location.

1.5 CONTACT

Any questions concerning the RFP including any questions on the technical specifications or Statement of Work (SOW) requirements must be submitted by written enquiry on or before the Deadline for Submission of Clarifications, as specified in the Schedule of Events at Clause 1.2 above by email to **VATOffprogramme@bahamas.gov.bs**.

1.6 AMENDMENTS

At any time prior to the Bid Due Date, the MoF may alter, amend, delete or add to, in whole or in part, any terms or provisions of this RFP. The MoF may modify, amend or revise any provision of this RFP or issue an addendum at any time. The MoF will publish any such modification or amendment, revision or addendum in writing to all Bidders, by email.

In order to afford the Bidders a reasonable time for taking into account a material amendment (the materiality of which the MoF in its own discretion may determine) or for any other reason, the MoF may, at its own discretion, extend the Bid Due Date.

1. TERMS AND CONDITIONS

2.1 BIDDER RESPONSIBILITY

It is the Bidder's responsibility to ensure its complete comprehension of the requirements and the instructions vis-à-vis products/services/equipment requested by MoF. To clarify any discrepancies, it is required that **Bidders submit a written inquiry to **VATOffprogramme@bahamas.gov.bs** on or before the *Deadline for Submission of Clarifications*, as specified in the Schedule of Events at Clause 1.2 above.**

2.2 RIGHT TO REJECT ANY OR ALL BIDS

(A) Notwithstanding anything contained in this RFP, the MoF reserves the right to accept or reject any Bid and to end the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

(B) The MoF reserves the right to reject any Bid if:

- (i) At any time, a material misrepresentation is made or uncovered; or
 - (ii) the Bidder does not provide, within the time specified by the MoF, the clarification sought by the MoF for evaluation of the Bid in accordance with Clause 5.3;
Such misrepresentation shall lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified. If the highest-ranked Bidder is disqualified after the Bids have been opened, the MoF reserves the right to negotiate with the next highest-ranking Bidder or in the sole discretion of the MoF, cancel the Bidding Process.
- (C) In case it is found during the evaluation, or at any time before selection of the successful Bidder, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation, or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith.
- (D) The MoF reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Documents. Failure of the MoF to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the MoF to disqualify any Bidder or rescind the Letter of Award (LOA) as granted under this RFP including this Clause.

2.3 CLARIFICATIONS

Bidders requiring any clarification on the RFP may notify the MoF by e-mail to VATOffProgramme@bahamas.gov.bs and should send in their queries any time prior to the **Deadline of Submission of Clarifications by Bidders** date mentioned in the Schedule of Events at Clause 1.2. The MoF shall respond to the questions raised or clarifications sought by the Bidders on or prior to the **Deadline for issuing Response to Bidders** date specified in the Schedule of Events at Clause 1.2. The MoF shall respond to such clarifications to all Bidders without identifying the source of queries.

The MoF may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the MoF shall be deemed to be part of the Bidding Documents. Any verbal clarifications and information given by MoF or its employees or representatives shall not be deemed "clarification" for the purposes of this RFP.

2.4 ANNOUNCEMENTS AND PUBLICITY

The MoF shall determine the timing and content of any and all announcements or public statements relating to any part of this RFP process. No Bidder shall make any public statements or release any information regarding this process without the prior approval in writing of the MoF.

2.5 CORRESPONDENCE DURING THE BIDDING PROCESS

During the Bidding Process, the MoF shall not communicate with any Bidder in relation to acceptance or rejection of any Bid. All communications concerning acceptance or rejection of Bids shall be in accordance with this RFP.

2.6 CLARIFICATION SOUGHT BY THE MOF

To facilitate evaluation of Bids, the MoF may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the MoF on a case-by-case basis for this purpose. Any request for clarification(s) and response(s) shall be in writing. If a Bidder does not provide clarifications requested by the MoF within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the MoF may proceed to evaluate the Bid by construing the particulars requiring further clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the MoF.

2.7 CONTACTS DURING EVALUATION

Bids shall be deemed to be under consideration immediately after they are opened and until such time the MoF makes official notification of award or rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties shall refrain from contacting by any means, the MoF, , Members of the VAT OFF Evaluation Committee and/ or their employees, advisors and/or representatives on matters related to the Bids under consideration.

2.8 OPENING AND EVALUATION OF BIDS

The Bids shall be opened on the Opening Bid Date **at 10:00 a.m.**, at the Ministry of Finance in the presence of Bidders who choose to attend.

The MoF will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 5.

The MoF shall ensure that the rules for the Bidding Process for the Project are applied in a non-discriminatory, transparent and objective manner. The MoF shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

- 1) The MoF reserves the right to accept or reject any or all bids.
- 2) The MoF shall not do business with any business owing taxes to the Government of the Commonwealth of The Bahamas.
- 3) Bidders responding to this proposal will be required to demonstrate quality assurance in their installation, repair/maintenance and service procedures.

- 4) Bidders must disclose and include as part of their proposal, all costs (inclusive of taxes and fees), products and services required for the complete solution with such costs including any and all third party Bidders. This is to include at least the following sub-components in addition to the base cost of the equipment, if necessary:
 - a) The nature of initial and ongoing human resource assistance from the Bidder during and after installation (i.e.: technical experts staying in The Bahamas for a nominated period)
 - b) The cost of preventative maintenance per annum
 - c) Service and corrective maintenance charges per annum
 - d) Any consumables and operating costs
- 5) The pricing and related matters listed in paragraph 4 above must be inclusive of all relevant costs (inclusive of all taxes and fees)– i.e.: there should be no further or “hidden” costs involved in the procurement of equipment, installation, testing, training, support, warranty and ongoing maintenance including the cost of spare parts, if necessary.
- 6) Demonstration of the vendor’s proposed application for the assignment, will be included in the evaluation. Further, testing, if necessary, shall be conducted in conjunction with the successful Bidder, with respect to live application of the programme.
- 7) Bidders must make unambiguous statements as to whether they COMPLY with a given technical or other factor anywhere in the RFP.
- 8) Bidders must detail their proposals for product renewal and ability to upgrade the proposed equipment.
- 9) Bidders should detail their proposed schedule of training for the operation of the equipment. In particular, they should provide the following:
 - What formal courses do they provide for merchants and trainers in applying the recommended technology?
 - Timeframe for training
 - What training course documentation (including trainer manuals) and self-training packages will the firm provide?
 - What qualifications and experience have their trainers achieved?
 - What international standards or endorsements does their training meet with?
- 10) Bidders should supply the details of a specified number of reference sites for currently being operated in an environment similar to that of The Bahamas.

2.9 FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the MoF shall reject any Bid or terminate the Bidding Process, as the case maybe, without being liable in any manner whatsoever to any of the Bidders, as the case may be, if it determines that the Bidder or selected Bidder, as the case maybe, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the MoF shall disqualify the Bidder from further participation in the Bid Process.

For the purposes hereof, the following terms shall have the meaning hereinafter respectively assigned to them:

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the MoF who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the MoF, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever any person in respect of any matter relating to the Project or this RFP, who at any time has been or is a legal, financial or technical advisor of the MoF in relation to any matter concerning the Project, except as in accordance with Clause 2.3;

“fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

“undesirable practice” means, establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

2. GUIDELINES FOR PROPOSAL PREPARATION

The most responsive Bidder with the most beneficial offer in terms of cost, functionality and other factors as specified elsewhere in this RFP will be awarded the contract.

The Ministry of Finance reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Bidder,
- Accept other than the lowest price offer,
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers, and
- Award more than one contract.

The submitted proposals are to include, but not be limited to, each of the following sections:

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| 1. Executive Summary | A high-level synopsis of the Bidder's responses to the RFP. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed solution. |
| 2. Scope, Approach, and Methodology | Include detailed product development and testing procedures and technical expertise. This section will act as the Statement of Work (SOW) to be used as the project plan" during the engagement. This section should include a description of each major type of work being requested. All information provided will be held in strict confidence. |
| 3. Project Management Approach | Include the method and approach to be used to manage the overall project and client correspondence. Briefly describe how the engagement will progress from commencement to completion. |
| 4. Deliverables | All requirements listed above must be included in the final deliverables described by Bidders. Without reiterating all the details already covered in detail above, this must include: <ul style="list-style-type: none">• The nature of initial and ongoing human resource assistance from the Bidder during and after installation (ie: technical experts staying in The Bahamas for a nominated period)• The ability to meet all functional and non-functional requirements (see Section 7)• Bidders must detail their proposals for product renewal and ability to upgrade the proposed equipment. Include descriptions and samples of screens and reports of proposed or comparable solution. |

5. Company Overview

Official registered company name, business address, TIN number, main telephone number, toll-free numbers, and facsimile numbers.

Key contact name, title, address (if different from above address), email, direct telephone and fax numbers.

Person authorized to contractually bind the organization for any proposal against this RFP.

Brief history, including year established and number of years the company has been offering VAT Off Programme.

Include organization size and structure, and annual turnover rate of staff.

Client list, particularly any comparable VAT Off administrations.

Any other information that the Bidder deems might provide assurance relating to its ability to meet the various requirements such as financial performance.

6. Detailed and Itemized Pricing

Include a fee breakdown by project phase and estimates of travel and living expenses inclusive of third party involvement.

Pricing is to include on-site "Go-live Support" for 4 weeks.

Quote should include cost for the subsequent 5 years of maintenance (post 3 years of warranty).

The cost of preventative maintenance per annum

Service and corrective maintenance charges per annum

Any consumables and operating costs

Bidders are to describe the warranties that apply to each equipment category and to each component of the equipment (if component warranties vary).

Bidders must describe how they intend to provide maintenance and support of the equipment throughout its lifecycle.

all costs products and services required for the complete solution with such costs including any and all third party Bidders

7. Appendix: References

Three (3) current corporate references, including company name, contact name, title, address, telephone number, email, and client relationship synopsis.

8. Appendix: Project Team Staffing

Include biographies and relevant experience of key staff and management personnel. List the personnel who will work on this Project along with their qualifications, relevant experience, as well as their specific role and responsibility for this Project. Affirm that no employees working on the engagement have ever been convicted of a criminal offence either inside or outside the Commonwealth of The Bahamas.

9. Appendix: Company policies on maintenance and support

Specify maintenance and support agreements and warranty information.

Maintenance

- The vendor is expected to provide a renewable yearly maintenance agreement for the solution which covers technical support incidents and bug fixes.
- The maintenance agreement should also cover changes required to the solution in order to ensure continued compatibility with the merchant's environment, as components in the environment are updated.
- The vendor must provide contacts for regular technical support during the weekday business hours of 9 a.m. Eastern Standard Time and 5 p.m. Eastern Standard Time.
- Emergency support contacts must be provided by the vendor for weekday business off- hours, weekends, and public holidays.
- The maintenance agreement must ensure reasonable response and resolution times for incidents reported to the technical support contacts. These times should be based on the impact, priority, and severity of the reported incident.

Warranty

- The system must be covered by a warranty period of 3 years which commences on the system Go-Live date, as determined by the Government of The Bahamas.
 - The vendor will be responsible for upgrading the software on-site for any new releases during the initial 3 year warranty period.
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Bidders shall respond and document the extent to which they can meet the specific requirement or desirable feature statement of the RFP. It is to the Bidder's advantage to provide responses in enough detail that will allow the evaluators to determine how well the proposed product satisfies the requirements.

4. GENERAL RFP STIPULATIONS

4.1 DISCLOSURE OF RFP CONTENT

- A. All submissions become the property of the MoF and will not be returned to the Bidder. All conditions contained in the RFP are considered accepted by the Bidder along with any information submitted. All information submitted with the RFP, will be handled with the strictest degree of confidentiality.
- B. If a vendor submits trade secret information, the information must be segregated and each pertinent page must be clearly labelled “**trade secret**”. The Ministry of Finance will maintain the confidentiality of such trade secrets to the extent provided by the laws of the Commonwealth of The Bahamas.
- C. Financial Statements will be exempt from examination by anyone other than personnel of MoF, its advisors and designated government employees. The MoF will maintain the confidentiality of such financial statements to the extent provided by the laws of the Commonwealth of The Bahamas.

4.2 BIDDER'S RESPONSIBILITY WITH REGARD TO PROPOSAL

The Bidder, by submitting a proposal represents that:

- A. The Bidder has read and understood the RFP in its entirety and the proposal is made in accordance therewith.
- B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the MoF.
- C. Before submitting a proposal, each Bidder shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the MoF, upon which the Bidder will rely. If the Bidder receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief.

4.3 WAIVER OF MINOR IRREGULARITIES

The MoF reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of The MoF. Minor irregularities are defined as those that have no adverse effect on the MoF's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

4.4 INCURRED EXPENSES

This RFP does not commit the MoF to award a contract. Nor shall the MoF be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Bidder prior to the execution of a contract agreement.

4.5 PRESENTATIONS BY BIDDERS

- A. The MoF, at its sole discretion, may ask individual Bidders to make oral presentations and/or demonstrations without charge to the MoF. The purpose of an oral presentation is to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The response must be complete in all respects, as presentations and demonstrations MAY or MAY NOT be scheduled. All costs incurred by the Bidder to conduct the presentation and/or demonstration is/are the responsibility of the Bidder. Additionally, any requests for clarification, if required, will be issued in writing and written responses from the Bidder will become an integral part of the Bidder's response.
- B. By submitting a proposal, the Bidder certifies that the products/services are in productive use and capable of demonstration in the proposed configuration. In the case of a custom developed product, the Bidder certifies that a comparable solution is in productive use and capable of demonstration in the proposed configuration. The MoF reserves the right to require Bidders to demonstrate the functionality of the proposed product/solution to its satisfaction prior to making an award decision. The demonstration is intended to show that the Bidder's proposed products/solutions will perform in a completely satisfactory manner, and that they will meet or exceed the performance specifications contained in the RFP. Failure by any Bidder to promptly comply with a request for demonstration could result in their proposal being rejected. Failure to reject shall not relieve the Vendor, if awarded a contract, of its obligation to fully comply with all requirements of the contract.
- C. The MoF reserves the right to require any Bidder to demonstrate to the satisfaction of the MoF that the Bidder has the fiscal and managerial abilities to properly furnish the products and/or services proposed and required to fulfil the contract. The demonstration must satisfy the requirements of the MoF, and will be judged solely by the Members of the Evaluation Committee for compliance.

4.6 RESPONSIBILITY TO BIDDER'S PERSONNEL

The Bidder shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all governmental and local requirements related to their employment and position. The Bidder certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate any **Immigration Regulations** set forth by the provisions of the **Immigration Act (Chapter 191 Statute Law of The Bahamas)**, as amended.

During the performance of the contract, the Bidder agrees to the following:

The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, colour, sex, age, handicap or national origin, except when such condition is an occupational qualification set forth in the applicable laws of The Bahamas.

The Bidder shall include the provisions of the foregoing paragraphs A, B, and C above in every subcontract or purchase order so that the provisions will be binding upon each Bidder or subcontractor.

The Bidder and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the **Minimum Wages Act (Chapter 321B)** as amended.

Any information concerning the MoF, services, operations, personnel, policies or any other aspect of its business, unless it is deemed public information, learned by the Bidder or personnel furnished by the Bidder in the course of providing services pursuant to the Agreement, shall be held in the strictest of confidence and shall not be disclosed by the Bidder or any employee or agents of the Bidder or personnel furnished by the Bidder, without the prior written consent of the MoF. The Bidder and any subcontractors will be required to sign confidentiality statements prior to submitting a proposal.

4.7 OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, documents, reports, forms, materials, creations, or inventions created or developed in the performance of a contract, for this assignment, shall become the sole property of the MoF. Upon request, the Bidder shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the MoF to evidence the MoF's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

TITLE TO SOFTWARE

By submitting a proposal, the Bidder represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the proposed contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

5. EVALUATION FACTORS FOR AWARD

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Bidder's responsiveness to the RFP and the price quoted for all items covered by the RFP.

The following elements will be the primary considerations (bearing in mind the specific technical requirements listed above) in evaluating all submitted proposals and in the selection of a Bidder:

1. Completion of all required responses in the correct format.
2. The extent to which Bidder's proposed solution fulfills MoF's stated requirements as set out in this RFP.
3. An assessment of the Bidder's ability to deliver the indicated product & service in accordance with the specifications set out in this RFP. Scalability of product solution should also be included.
4. The Bidder's stability, experiences and record of past performance in delivering such services.
5. Availability of sufficient high quality Bidder personnel with the required skills and experience for the specific approach proposed.
6. Bidder's acceptance of MoF's contractual terms and conditions.
7. Overall cost of Vendor's proposal.

No award will be issued to a Bidder which has any violations or past due debt with the Government of The Bahamas.

MoF may, at their sole discretion and without explanation to the prospective Bidders, at any time choose to discontinue this RFP without obligation to such prospective Bidders.

6. STATEMENT OF WORK AND DELIVERABLES

6.1 PROJECT AND PURPOSE

To procure the services of a reputable firm with knowledge and experience in implementing and administering VAT Off Programme, which is to be executed through approved merchants, on behalf of the Ministry of Finance.

The solution offered must

- allow for eligible visitors to the Bahamas to be able electronically to gain access to and register for the available VAT free concessions (ie VAT Off) for the purchase of the specific goods and/or services applicable to the programme;
- integrate into the point of sales systems of participating merchants and permit the merchant and the purchaser to facilitate a VAT free purchase;
- allow the point of sales and related systems to reflect the discounts on reports, records, invoices and receipts as may be necessary for all customary accounting and audit purposes, as well as for periodic reporting to the government authorities as may be required;
- be configured to allow the potential purchaser to gain access to and register for the available VAT free concession online from a smartphone or electronic device using - at a minimum - Android and iOS operating systems;
- have necessary built in control mechanisms to set permissions and allowances, and to flag questionable transactions; and
- be intuitive and easy to use for the purchaser (with zero training) and to the merchant (with minimal training).

The firm's solution shall be 100% electronic, work in real time and inclusive of all relevant data from, Non-Residents, Merchants, and any other entities to be identified.

The Project is to be implemented within three (3) months (subject to negotiations) of the proposed Commencement Date.

Scope of Work

The scope of work to be delivered under this RFP are as follows:

1. An inception report with a detailed work plan and project management plan
2. Approved Process and Procedures Document
3. Approved Business Requirements Document
4. Approved Systems Design Document
5. Testing Plan
6. Signed User Acceptance Testing Document
7. Implementation and Deployment Plan
8. Training Schedule
9. Training Report

10. Change Management Plan
11. Public Awareness and Education Report
12. The completed and functional VAT Exemption System

However, the bidder may indicate a different time frame if they feel this is necessary.

Final Executive Summary Report summarizing the scope, approach, results, findings and recommendations in a manner suitable for senior management and policy makers.

Written documentation is to be provided for each requirement. The following documentation is required:

- User documentation and training manuals
- System documentation
- Operational manuals
- User Acceptance Test Scripts

The Bidder is to supply all software, materials and personnel required to complete the installation. The Bidder is to configure the software and make any or all-essential adjustments to ensure optimum functionality. The MoF will not be required to make any modifications to the software to get the system operational in accordance with the functional requirements specified.

Formal presentations to stakeholders and executives may also be required throughout the process.

6.2 SCHEDULE ESTIMATE

The Project is expected to be implemented within a six (6) phase approach of the proposed Commencement Date, inclusive of integration with external entities.

Suggested phases:

- (1) Analysis and discussion with principal stakeholders
- (2) Develop Implementation Schedule
- (3) Implementation & Testing
- (4) Training

Phases may run consecutively or concurrently.

6.3 STAKEHOLDERS

The Ministry of Finance, Department of Inland Revenue, and Ministry of Tourism

6.4 CHAIN OF COMMAND

The project is owned by the Ministry of Finance, whose daily operations are supervised by the Financial Secretary.



Marlon Johnson,
(Acting) Financial Secretary, Ministry of Finance

13 / 1 / 2020
Date

Proposed Technical Requirements for RFP

The Technical Proposal must include adequate information on the following items.

1. Transactions and Financial Information

- No. of tourist refund transactions processed annually
- No. of new tourist refund schemes implemented in the past 5 years
- No. of countries of operation (specifically in relation to the tourist refund scheme)
- Bidder financial information (to assure that bidders can support TFS service contracted)

2. Description of proposed Model

- Scope or operating model and services to be provided during the period contracted
- The list of services to be provided to merchants, travellers and authorities
- The channels which will be used to deliver the services
- High level description of the process flows (customer journey)
- The underlying technology to deliver the services:
 - i. Traveller related mobile technology
 - ii. Issuing Solutions for Merchants
 - iii. Export Validation System

3. Advertisement/Promotional Materials

- The type of educational/communication/promotional material to educate the different stakeholders and increase compliance/adoption
- Activities to promote The Bahamas as a shopping destination

4. Technology support

- Datacentre and Security details
- Fraud prevention
- The KPIs to measure the success of the Tax Refund Programme
- Scheme operations, including how the data will be reported to the focal stakeholders and the frequency

5. Implementation Plan

6. Fee Proposal

7. FUNCTIONAL REQUIREMENTS

ID	Requirement	Product Satisfaction (Select appropriate response) 0 = Does Not Meet 1 = Partially Meets 2 = Fully Meets 3 = Exceeds	Comments
Functional Requirements			
VAT- OFF SYSTEM (VOS)			
VOS001	System should allow for mobile technology (for traveller)	Click here to enter Product Satisfaction.	Click here to enter Comments
VOS002	Must be able to generate various reports	Click here to enter Product Satisfaction.	Click here to enter Comments
VOS003	Should be able to capture details entered by merchant (i.e. Name, D.O.B., Country, etc.)	Click here to enter Product Satisfaction.	Click here to enter Comments
VOS004	The system allow users to login from different computers at the same time.	Click here to enter Product Satisfaction.	Click here to enter Comments
VOS005	The system requires the use of passwords composed of letters, numbers and special characters as defined by the system administrator.	Click here to enter Product Satisfaction.	Click here to enter Comments

ID	Requirement	Product Satisfaction <i>(Select appropriate response)</i> 0 = Does Not Meet 1 = Partially Meets 2 = Fully Meets 3 = Exceeds	Comments
VOS006	The system can masks password characters so that they are not visible when they are being entered.	Click here to enter Product Satisfaction.	Click here to enter Comments
VOS007	The system must keep audit log of all users (login and activities) the date and time of the event.	Click here to enter Product Satisfaction.	Click here to enter Comments
VOS008	The system has the ability to interface with VAT back-end system	Click here to enter Product Satisfaction.	Click here to enter Comments
INTERFACES (INT)			
INT003	The system must facilitate interface with the Customs' system: <ul style="list-style-type: none"> • Obtain import and export data • Link VAT Taxpayer identifier to the Customs Importer Number • Collection of VAT import and export data 	Click here to enter Product Satisfaction.	Click here to enter Comments
NON-FUNCTIONAL REQUIREMENTS			
SECURITY (SEC)			
SEC001	The system should implement a security model and mechanisms which provide for identification and authentication of users.	Click here to enter Product Satisfaction.	Click here to enter Comments
SEC002	The system should prevent unauthorized access to and use of resources.	Click here to enter Product Satisfaction.	Click here to enter Comments.
SEC003	The system should protect the confidentiality and integrity of information throughout its entire lifecycle.	Click here to enter Product Satisfaction.	Click here to enter Comments
SEC004	The system should encrypt information during transmission over unsecured communication channels.	Click here to enter Product Satisfaction.	Click here to enter Comments
SEC005	The system security implementation should be specified and documented by the vendor.	Click here to enter Product Satisfaction.	Click here to enter Comments.

ID	Requirement	Product Satisfaction <i>(Select appropriate response)</i> 0 = Does Not Meet 1 = Partially Meets 2 = Fully Meets 3 = Exceeds	Comments
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LANGUAGE AND LOCALIZATION (LAL)

LAL001	The language for the system is English and the system should be adapted the locale of The Bahamas.	Click here to enter Product Satisfaction.	Click here to enter Comments.
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ACCESSIBILITY (ACS)

ACS001	The system should comply with the W3C Accessibility Guidelines. <i>The level of compliance should be specified and documented by the vendor.</i>	Click here to enter Product Satisfaction.	Click here to enter Comments.
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SOFTWARE QUALITY (SWQ)

SWQ001	The system is expected to conform to industry best practices for software construction.	Click here to enter Product Satisfaction.	Click here to enter Comments.						
SWQ002	The source code for the system is expected to conform to standard coding conventions.	Click here to enter Product Satisfaction.	Click here to enter Comments.						
SWQ003	The system must be delivered by the vendor to the Government of The Bahamas with no critical or major defects.	Click here to enter Product Satisfaction.	Click here to enter Comments.						
SWQ004	All normal and minor defects must be declared and documented by the vendor and must be corrected within 3 months of delivery date.	Click here to enter Product Satisfaction.	Click here to enter Comments.						
SWQ005	All defects/bugs must be tracked appropriately and categorized as follows: <table border="1" data-bbox="315 1608 1000 1860"> <thead> <tr> <th data-bbox="315 1608 444 1686">Defect Severity</th> <th data-bbox="444 1608 1000 1686">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="315 1686 444 1761">Critical</td> <td data-bbox="444 1686 1000 1761">Renders the solution unusable, unstable, or unsecure.</td> </tr> <tr> <td data-bbox="315 1761 444 1860">Major</td> <td data-bbox="444 1761 1000 1860">Significantly impacts usability, functionality, performance, or the main purpose of the solution.</td> </tr> </tbody> </table>	Defect Severity	Description	Critical	Renders the solution unusable, unstable, or unsecure.	Major	Significantly impacts usability, functionality, performance, or the main purpose of the solution.	Click here to enter Product Satisfaction.	Click here to enter Comments.
Defect Severity	Description								
Critical	Renders the solution unusable, unstable, or unsecure.								
Major	Significantly impacts usability, functionality, performance, or the main purpose of the solution.								

ID	Requirement		Product Satisfaction	Comments
			(Select appropriate response) 0 = Does Not Meet 1 = Partially Meets 2 = Fully Meets 3 = Exceeds	
	Normal	Affects one piece of functionality with low impact on the main purpose of the solution.		
	Minor	Cosmetic issues that do not inhibit any functionality or impact the main purpose of the solution.		

VENDOR SERVICES (VNS)

VNS001	Submit Inception Report that will provide guaranteed adherence to and confirm understanding of the Scope of Work	Click here to enter Product Satisfaction.	Click here to enter Comments.
VNS002	Submit a list of services to be provided to merchants, travelers and authorities.	Click here to enter Product Satisfaction.	Click here to enter Comments.
VNS003	Submit a list of the channels which will be used to deliver the services.	Click here to enter Product Satisfaction.	Click here to enter Comments.
VNS004	Submit a High-level description of the process flows (customer journey).	Click here to enter Product Satisfaction.	Click here to enter Comments.
VNS005	Submit scheme operations, including how the data will be reported to the focal stakeholders and the frequency.	Click here to enter Product Satisfaction.	Click here to enter Comments.
VNS006	Submit scheme to measure the success of the VAT-off Programme through KPIs.	Click here to enter text.	Click here to enter comments.
VNS007	Submit a fee proposal.	Click here to enter text.	Click here to enter comments.

TESTING (TES)

This testing protocol being provided by the successful Respondent shall execute the software and evaluate its operation for conformance to requirements. Testing shall cover all components that are implemented.

TEST001	Should include Configuration Testing	Click here to enter text.	Click here to enter comments.
TEST002	Should include System Testing	Click here to enter text.	Click here to enter comments.

ID	Requirement	Product Satisfaction <i>(Select appropriate response)</i> 0 = Does Not Meet 1 = Partially Meets 2 = Fully Meets 3 = Exceeds	Comments
TES003	Should include User Acceptance Training	Click here to enter text.	Click here to enter comments.
TES004	Should include Regression Testing	Click here to enter text.	Click here to enter comments.
TRAINING (TRN) The Vendor shall provide a description of their approach to updating the training plan as details of training requirements are finalized during the course of the project.			
TRN001	Should provide a training plan with: <ul style="list-style-type: none"> • Delivery method • Learning or training objective • Proposed schedule with date • Duration • Location of training 	Click here to enter text.	Click here to enter comments.
TRN002	Merchant training must focus on the use of the software.	Click here to enter text.	Click here to enter comments.