



National AIDS Control Council
P. O. Box 61307 00200, Tel. +254-20-2711261/2715144,
Website: www.nacc.or.ke

**REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT FOR
ENHANCEMENT OF THE KENYA HIV SITUATION ROOM**

TENDER NO. NACC/RFP/017/2017/2018

CLOSING DATE:NOVEMBER 23, 2017

ISSUED BY:

**National AIDS Control Council (NACC)
Landmark Plaza, 9th Floor
Argwings Kodhek Road
P. O. Box 61307 – 00200
NAIROBI (KENYA)
Email: erpteam@nacc.or.ke
TEL: +254-020-2715109/2711261/2715144**

NOVEMBER,2017

**SECTION I: INVITATION TO TENDER SECTION I INVITATION TO TENDER-
REQUEST FOR PROPOSAL (RFP)**

November 9, 2017

TENDER NO: NACC/RFP/017/2017-2018

**TENDER NAME: REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT
FOR ENHANCEMENT OF THE KENYA HIV SITUATION ROOM**

Background

Kenya needed to set up an integrated HIV information management system to bring HIV indicators and data from different standalone systems, managed by different Ministries and Agencies of Government. The National AIDS Control Council (NACC) with support from the UNAIDS as the United Nations (UN) Agency coordinating the global HIV and AIDS response supported the integration of data into a single platform; *The HIV Situation Room*. It provides national, counties and key stakeholders with easy access to key HIV data, illustrating complex information on HIV service delivery in health facilities, commodity status, community based interventions in a user friendly manner, and facilitating efficient decision making, programming and investment.

The UNAIDS contracted **M/s iVedix Inc.**, a US based software company in April 2015 to develop the **Kenya HIV Situation Room**. The firm has exclusive patent rights to the application. The Kenya Situation Room was launched on September 17, 2015. The application has been in use since September 2015 and there are areas that have been identified for improvement as per scope provided in the tender document.

A complete set of tender documents may be obtained by interested candidates from National AIDS Control Council's Offices at Landmark Plaza situated on Agwings Kodhek Rd Opposite Nairobi Hospital during normal office working hours upon payment of a non-refundable fee of Kshs.1,000 payable in cash or bankers cheque to **Chief Executive Officer, National AIDS Control Council** for printed document or downloaded for free from the NACC website: www.nacc.or.ke under Tenders or may be obtained.

Completed tender documents are to be enclosed in plain sealed envelope marked with the Tender Reference Number and the Tender Name and addressed to;

**Chief Executive Officer,
National AIDS Control Council
P.O. Box 61307 Postal code 00200, Nairobi, Kenya.**

And deposited in the Tender Box at; Landmark Plaza, Argwings Kodhek Rd, 9th Floor so as to be received on or before **November 23, 2017 at 10.00 a.m**

Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at NACC Boardroom located at the address stated above.

Dr. Nduku Kilonzo
CHIEF EXECUTIVE OFFICER

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports where applicable.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, and a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and

demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by or to the consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received

after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 MANDATORY REQUIREMENTS:

1. Copy of Certificate of Incorporation/Registration
2. Copy of Pin/VAT Certificate
3. Valid Tax compliance certificate
4. The firm must have a physical address and administration office
5. Correctly duly filled confidential questionnaire – indicate all the directors and respective shares
6. One (1) original copy of the tender document (technical proposal) clearly marked original and one (1) other copy marked copy all placed in one envelope. **The financial proposals shall be in separate envelope but an outer envelope shall bear both the technical and financial proposals.**
7. Correctly filed Anti-Corruption Declaration Forms
8. Correctly filled Self Declaration Form on Debarment
9. Bank Details Form
10. Client Reference Form specific to the NACC tender and duly completed.
11. Manufacturer Authorization
12. A duly authorized power of attorney

2.7.2 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

- The firm experience and references for having undertaken services of similar magnitude **(20 Marks)**
- Adequacy of the proposed work plan and methodology in responding to the terms of reference;
 - Methodology 15 points
 - Work plan 10 points (25Marks)
 - Qualifications and competence of the key staff for the assignment (35Marks)
 - Suitability to the transfer of Technology Programme (Training) (10 Marks)

Total Points

100

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITC”.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-

$Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution

unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 60 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of

the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: **National AIDS Control Council**

2.1.1 The method of selection is **Quality-and Cost-Based Selection (QCBS)**.

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are **Consultancy Services Selection of Consultant for Enhancement of the Kenya HIV Situation Room**

Tender No. NACC/RFP/017/2017-2018

2.1.3 A pre-proposal conference will be held: **No**

The name(s), address (es) and telephone numbers of the Client's official(s) are

The Chief Executive Officer

NATIONAL AIDS CONTROL COUNCIL

P.O. Box 61307 – 00200 Nairobi,

Agwings Kodhek Rd Opposite Nairobi Hospital

TEL: 020-2896000

2.1.4 The Client will provide the following inputs; N/A

2.1.6 (i) Training is a specific component of this assignment: **Yes**

(ii) Additional information in the Technical Proposal: **Yes**

2.2.1 Clarifications may be requested up to 7 days before the submission date.

The address for requesting clarifications is: **The Chief Executive Officer**

NATIONAL AIDS CONTROL COUNCIL

P.O. Box 61307 – 00200 Nairobi,

2.2.3 (i) Participating firm/entity may associate with a local firm: **Yes**

(ii) The minimum required experience of proposed professional staff is: **As indicated in**

TORs

(iii) Reports that are part of the assignment must be written in the following language:
English

- 2.2.4 (i) Description of Work plan and Methodology Required: **Yes**
(ii) Training is a specific component of this assignment: **Yes**
(iii) Additional Information in the technical proposal includes: **N/A**

2.3.5 Contract price: **lump sum remuneration**

2.5.2 Consultants must submit one original and copy of each proposal. (technical and financial)

2.5.3 The proposal submission address is:

The Chief Executive Officer

NATIONAL AIDS CONTROL COUNCIL

P.O. Box 61307 – 00200 Nairobi,

Agwings Kodhek Rd Opposite Nairobi Hospital

TEL: 020-2896000

Information on the outer envelope should also include: **Consultancy for Selection of Consultant for Enhancement of the Kenya HIV Situation Room**

Tender No. NACC/RFP/017/2017-2018

2.5.4 Proposals must be submitted no later than the following date and time: **November 23, 2017 at 10.00 A.M.**

2.6 Proposals should be submitted in the following language: **ENGLISH**

3.7 Taxes and duties: **Yes**

3.8 Consultants costs to be stated in Kenya Shillings, Euros or dollars with the indication of the rate of conversion: **Yes**

3.10 Proposals must remain valid **120 days** after the submission date, i.e., until the evaluation and awarding of contract is complete.

4.3 Consultants must submit **one original** and **one** copy of each for both proposal technical and financial

2.5.5 4.4 Proposals must be deposited in the tender box located at Agwings Kodhek Rd Opposite Nairobi Hospital, **9th Floor Reception Area**, at or before **November 23, 2017 at 10.00 A.M.**

5.1 The address to send queries/additional information to the Client is:

The Chief Executive Officer

NATIONAL AIDS CONTROL COUNCIL

P.O. Box 61307 – 00200 Nairobi,

Email: communication@nacc.or.ke; musicn@nacc.or.ke; go@nacc.or.ke;
amkariuki@nacc.or.ke

5.3 The points given to evaluation criteria are as indicated in the Information to consultants 2.7.1
Information given must be supported by documentary proof. References must be accompanied
by current addresses, telephone and email contacts.

The minimum technical score to pass is **70%**.

5.7 The common currency for price conversions is: **Kenyan Shilling** the formula for determining the financial scores is the following:

$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration

5.8 The weights given to the technical and financial proposals are: **T = 0.7 and P = 0.3**

6.1 The address for negotiations is:
The Chief Executive Officer
NATIONAL AIDS CONTROL COUNCIL
P.O. Box 61307 – 00200 Nairobi,

7.2 The assignment is expected to commence in **2017**.

8.1 Information on evaluation and award is confidential: **Yes**.

8.2 The client shall issue any addendum/ clarification in writing through emails provided by the consultants in their submitted tender documents.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your
Request for Proposal dated _____ [Date] and our Proposal. We are hereby
submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal
sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Four Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task
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2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____ *[Signature of staff member]*
_____ Date;

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

**7. TIME SCHEDULE FOR PROFESSIONAL
PERSONNEL**

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) [Title of consulting services] in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature]

:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

2. SUMMARY OF COSTS

Situation Room Software:

Product	Start Date	End Date	Currency	Qty	Amount
---------	------------	----------	----------	-----	--------

Situation Room User License– Perpetual with maintenance.	Time of Activation	Perpetual		50	
Total					

SUMMARY: Inclusive of Taxes

Item	Amount
SERVICE	
SOFTWARE	
TRAINING	
GRAND TOTAL	

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
---------------------	--------------------

Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names and Position as a	Input(Staff months, days or hours appropriate.)		Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total			_____	

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

SECTION V: - TERMS OF REFERENCE

The scope of the assignment, the qualifications of the key technical staff of the consultant and the training requirement of the clients staff by the consultants is as indicated below:

Services Activity

1. Topic: Data Integration Design / Extract, Transform, Load (ETL)

1. Add up to 15 new indicators from existing source (DHIS2).
2. Simplify and optimize existing ETL Logic (designed by UNAIDS HQ) where applicable and where possible.
3. Develop (Extend) existing ETL for new indicators.
4. Implement and Test ETL for new indicators.
5. Extend ETL documentation originally created by UNAIDS HQ

Prerequisite:

- a. iVEDiX will need to perform ETL changes and thus, ETL knowledge transfer from UNAIDS and access to the ETL and Data Model is required from UNAIDS HQ team.
- b. Existing ETL documentation must be provided to iVEDiX from UNAIDS HW team.
- c. Indicator definitions and completion of Business Matrix for new indicators provided by NACC.

2. Topic: Database / Data Model & Configuration of Situation Room

1. Index Optimization & Hardware Optimization
2. Modify Indicators based on previous feedback to meet user needs (modify existing, create new, remove unnecessary)
3. Implement user security changes to authorizations/sharing permissions
4. Create Time Attributes in data for improved report automation. Time attributes include pre-set time periods such as “Last 12 months”, “Last 24 months”, “Last 3 months”, “last 2 years”, etc. These will be agreed upon in advance with NACC.

Prerequisite:

- a. Confirm new time attributes with NACC before implementing.
- b. Receive feedback from NACC on modifications for all existing indicators and security authorizations that need to be changed.

3. Topic: Create New Reports and Modify Existing Reports

1. Create 20 new reports for national and county level users
2. Modify existing reports for national and county level users

Prerequisite:

- a. Report modification and new report layouts and indicator selections should be provided by NACC to iVEDiX before report creation. (i.e. story boards)

4. Topic: Training & Sustainability Actions

1. Conduct 3 day User Training in Kenya.
2. Conduct 2 day Technical Studio administration Training
3. Update and Create new required training documentation material.
4. Provide technical studio administration support for 1 year.

Services Activity

5. Conduct quarterly remote training sessions (for 1 year) for continuous learning and capacity-building with all end users.
6. Conduct Project Management Trainin

1. Data Integration Design / Extract Transform Load (ETL)

Transactional and warehouse source systems (like DHIS2, LMIS, AIDSinfo) usually store data in a structure that is most efficient for its transactional needs (like in a format that closely resembles the Application window used to enter the transaction).

The data warehouse model (like the Situation Room) is intended to reorganize the data that more closely matches how users want to analyze the data and combine disparate data sources to compare related datasets within a single app. This is the responsibility of the ETL routines.

Reassessing and refining the ETL process after the data warehouse is in use for a period of time is a routine step to maintain and enhance the value and accuracy of any data warehouse. Various and normal environmental factors make this a necessary part of maintaining a data warehouse, including:

- (i) **Source systems change** how information is stored due to upgrades, or changes to the configuration or setup. And there's a human element as well: often users change procedures that they follow to transact the information they enter and when they enter it. All of this affects the ETL logic considered when the data warehouse was initially constructed.
- (ii) **Users evolve how they want to analyze data** within the data warehouse. New formulas are identified. Entangled indicators are desired to be disentangled for more flexible analysis (for example month, year and gender are explained in more detail below). Previously disparate datasets found to be relatable.
- (iii) **New indicators are desired from existing sources** to be added to the data warehouse. Adding new data to the data warehouse does not always impact the data model. However, when the structure of the new data does not fit the implemented model, adjustments need to be made in ETL logic, data model structure, and/or how reports query and visualize the data from the data warehouse. This can impact the data previously stored in the data warehouse and existing reports that visualize the data.

One of the essential components to this stage is the Documentation process. Documentation must be updated or further developed to ensure the overall quality of the Situation Room. This documentation will be essential for ETL Developers responsible for maintaining the integrations and for resolving issues.

2. Simplify and Optimize the ETL Logic to Store the Data

- (i) **Description**

There is a need to refine how the data is captured and modeled, based on observed usage, user questions to create Situation Room reports, and questions regarding how to interpret results. Doing so will allow for more seamless updates each month.

(ii) Deliverables

Proposed the following design changes and considerations to the HIV Situation Room ETL:

- Design alerts if ETL packages load is incomplete or unsuccessful, or if expected data is missing.
- Design ETL process that is more independent of DHIS and LMIS Data Source Software Application Versions (more flexible ETL to minimize changes required when either application is upgraded).
- Data source owners are assigned who are knowledgeable of DHIS mapping in the Situation Room to ensure the indicators are sourcing the correct columns from DHIS for each indicator.
- Remove / modify materialized Views currently on top of the physical tables.
- Optimize the current data element pivoting algorithm which is inefficient (view columns formed by too many select subqueries).
- Implement integration points (hooks) for existing or new data sources.

(iii) Assumptions

- Data Source owners (DHIS, LMIS, UNAIDS) will confirm that the data source is capable to provide the desired data sets to support the proposed changes.
- Source system upgrades flexibility is understood by the Data Source Owners and this information is shared with the Stakeholders.

(iv) Expected Value

Assess proposed enhancements and changes before proceeding into Design step to fully explore and design the implementation plan. The expected outcome of implementing the proposed enhancements should be evaluated by Stakeholders to:

- Improve ease of Situation Room user to create desired reports and interpret results.
- Improve technical team support of the Situation Room solution.
- Improve ETL performance and streamline technical management.

(v) Dependencies

- Full technical understanding of the DHIS API and LMIS, AIDSInfo extracts.

(vi) Stakeholders

- **iVEDiX**: Propose and itemize design considerations.
- **Kenya DHIS**: Confirm data source data extract assumptions and proposed design decisions.
- **Kenya LMIS**: Confirm data source data extract assumptions and proposed design decisions.
- **UNAIDS AIDSInfo**: Confirm data source data extract assumptions and proposed design decisions.
- **UNAIDS Information Technology** (optional): Sign-off on changes.
- **Kenya NACC**: Sign-off on changes.

3. Design: ETL

(i) Description

Design and document the approved changes to the ETL code and data warehouse based on previous optimization step. Changes could impact the source system data extract format or logic, the transformation logic before loading it into the data warehouse, and the load logic populating the data warehouse.

(ii) Deliverables

- Finalize the ETL Data Integrations requirements.
- Update Data Warehouse Model Diagram, and other documentation.
- Specify changes to ETL expected source extract format, translation logic, and load functions.

(iii) Assumptions

- Data Source owners (DHIS, LMIS, UNAIDS) will confirm that the data source is capable of meeting proposed design requirements.
- Source system upgrade flexibility is understood by the Data Source Owners and this information is shared with the Stakeholders.

(iv) Expected Value

Capture, document, and verify design proposal before proceeding with Development step. Designing changes will help organize expected inputs from Data Sources, communicate translation logic, and define how the data warehouse is populated. Documentation of processes will lead to better visibility and response time when an issue arises, and simplifies training when transitioning ETL responsibilities to other ETL developers, within any of the stakeholder parties.

(v) Dependencies

Confirmation from Stakeholders that design for Assessment considerations should begin.

(vi) Stakeholders

- **iVEDiX**: Propose and document design changes.
- **Kenya DHIS**: Confirm data source data extract assumptions and proposed design decisions.
- **Kenya LMIS**: Confirm data source data extract assumptions and proposed design decisions.
- **UNAIDS AIDSinfo**: Confirm data source data extract assumptions and proposed design decisions.
- **UNAIDS Information Technology** (optional): Sign-off on changes.
- **Kenya NACC**: Sign-off on changes.

4. Develop ETL

(i) Description

Modify the ETL code and Data Model to meet approved design changes.

(ii) Deliverables

- Modified Data Warehouse Data Model.

- Modified ETL Code.

(iii) Assumptions

- Accurate and complete Design for each change is fully understood at the completion of the Design step.

(iv) Expected Value

Desired enhancements are implemented.

(v) Dependencies

- Accurate and complete Design for each change is fully understood at the completion of the Design step.

(vi) Stakeholders

- **iVEDiX**: Implement approved design changes.
- **Kenya DHIS**: Implement data source data extraction changes. Promptly available for questions by ETL Developer.
- **Kenya LMIS**: Implement data source data extraction changes. Promptly available for questions by ETL Developer.
- **UNAIDS AIDSinfo**: Implement data source data extraction changes. Promptly available for questions by ETL Developer.

5. Implement & Test ETL

(i) Description

Populate a Test Data Warehouse and conduct User Acceptance Testing.

(ii) Deliverables

- Build and Populate Test Data Warehouse.
- Configure a miVEDiX Situation Room instance and grant access to the Test Situation Room environment to Kenyan Testers to validate and identify issues or corrective actions.
- User Acceptance sign-off by Kenya Stakeholders to signify the solution is ready to move into production and made available for general use by all Situation Room users.

(iii) Assumptions

- Accurate and complete Design for each change is fully understood at the completion of the Design step.
- The calendar timeline is largely dependent on availability of Kenyan testers, the accuracy of the requirement design specifications, the quality of the ETL development per design, and the quality of testing.

(iv) Expected Value

Fully-implemented and validated set of enhancements are ready for migration to the production environment. Users will be confident that the reports visualize accurate information.

(v) Dependencies

Availability of Kenyan Testers and their commitment to fully test, understand, and qualify that the changes have been implemented as designed and are functioning as intended.

(vi) **Stakeholders**

- **Kenyan Testers:** Conduct User Acceptance Test to verify changes meet the design decisions.
- **iVEDiX:** Setup Testing environment. Support Kenyan Testers by addressing questions and researching scenarios. Troubleshoot and remediate implementation issues.
- **Kenya DHIS:** Setup Testing extracts. Support Kenyan Testers and iVEDiX by addressing questions and researching scenarios. Troubleshoot and remediate implementation issues.
- **Kenya LMIS:** Setup Testing extracts. Support Kenyan Testers and iVEDiX by addressing questions and researching scenarios. Troubleshoot and remediate implementation issues.
- **UNAIDS AIDSinfo:** Setup Testing extracts. Support Kenyan Testers and iVEDiX by addressing questions and researching scenarios. Troubleshoot and remediate implementation issues.

6. Establish & Implement ETL Monitoring Process

(i) **Description**

iVEDiX, with support from the Kenyan and UNAIDS stakeholders will coordinate and provide support during cutover from the Test environments to the Production environments.

(ii) **Deliverables**

Following cutover, address questions and remediate issues related to the implementation of the enhancements.

(iii) **Assumptions**

- UNAIDS Information Technology to provide hosting support services.
- UNAIDS Information Technology to provide AIDSinfo Data Source support services.
- Kenya LMIS to provide Data Source support services.
- Kenya DHIS to provide Data Source support services.
- A matrix is created and maintained which shows escalation procedures should an error be uncovered during the monitoring process.
- Actual elapse calendar time is estimated to be up to 30 days, or after the first subsequent monthly load routine.

(iv) **Expected Value**

Defined and scheduled support coverage for cutover to the production environments and during the first subsequent monthly data load routine. Shorter downtime when issues occur. Pre-emptive issue problem solving.

(v) **Dependencies**

None.

(vi) **Stakeholders**

- Kenyan NACC
- iVEDiX
- Kenya DHIS
- Kenya LMIS
- UNAIDS Information Technology

7. Document ETL

(i) Description

Implement SQL Server Integration Services (SSIS) ETL Catalog and use the Catalog deployment methodology for administration and sustainability. This will become the complete documentation of data extraction from each data source, the logic and rules of automation, health checks, and the data join parameters. This documentation will be an important Situation Room asset for Kenya, Kenya IT partners, and UNAIDS for technical training and rapid troubleshooting.

(ii) Deliverables

Documentation will support both technical and functional audiences.

1. SSIS ETL Catalog
2. Entity Relationship (ER) Diagram of the data model
3. Business (Bus) Matrix representing the data relationships

(iii) Assumptions

- Kenya DHIS will create/maintain documentation relative to DHIS data extraction and data delivery components.
- Kenya LMIS will create/maintain documentation relative to LMIS data extraction and data delivery components.
- UNAIDS will create/maintain documentation relative to AIDSinfo data extraction and data delivery components.

(iv) Expected Value

Improved cross-organizational understanding of the solution from data sources to visualization. Improved maintainability and ease integration of future enhancements. Essential for troubleshooting production issues, and for training new team members.

(v) Dependencies

None.

(vi) Stakeholders

- iVEDiX
- Kenya DHIS
- Kenya LMIS
- Kenya NACC IT
- UNAIDS IT

8. Topic: Database/Data Model & Configuration of Situation Room

Index Optimization & Hardware Optimization

(i) Description

The hardware has been upgraded with 4 core CPU's instead of 2 + 16 GB RAM by the UNAIDS in July 2016. Since, the overall performance is back to normal.

(ii) Deliverables

Analyze poor performing database queries. Implement indexing. Implement new or upgraded hardware.

(iii) Assumptions

The hardware was insufficient. Query performance must be monitored with real-world user activity.

(iv) Expected Value

Match similar performance as the former Microsoft Azure environment.

(v) Dependencies

UNAIDS IT support

(vi) Stakeholders

- UNAIDS
- All Users of the Situation Room

9. Modify Indicators Based on Kenyan Feedback

(i) Description

Modify the indicator set based on the feedback of the users of the Kenya Situation Room. This requires adding new indicators from the three existing sources (and any new sources) that Kenyan users are requesting based on their experience with the current HIV Situation Room solution. Also, remove indicators that are no longer needed, or revise existing indicators. Specifically:

- (a) Remove indicator named "# Deliveries in Facilities 2014-2012" that is not needed anymore.
- (b) In the list of counties on the disc it is showing a facility name: "Emutsalwa Community Health Unit". We need to investigate why this is showing here and resolve it as this is not a county.
- (c) % Deliveries with skilled staff. This indicator is showing greater than 100% in many cases. Need to check the aggregation rule to make sure it is aggregating properly.
- (d) Latitude/Longitudes: Many facilities are appearing in the water on a map (0,0 lat/long) because of lack of data. iVEDiX will need assistance from Kenya to resolve. An effort will be needed to add additional geocodes here to improve the regional views.
- (e) One of the Presidents reports had an indicator called "% of Increased Deliveries". This was a specifically calculated indicator created to show the % increase of pregnancy deliveries occurring in facilities between 2013 and 2014. Since we are 2016 now it is no longer relevant.
- (f) Commodity and Commodity Item need to be better distinguished or merged.

(g) Overall, the names of the Indicators should be revised for accuracy.

(ii) Deliverables

A clean set of indicators reflecting the above changes, plus any additional new indicators deemed essential to the project. Documentation of all indicators should be updated and distributed.

(iii) Assumptions

- Access to decision-makers as to which new indicators to include.
- The addition of new indicators in this scope is limited to the existing data sources of the Situation Room, including AIDSInfo, DHIS, and LMIS.

(iv) Expected Value

An increasingly effective dataset feeding the Situation Room, which will directly contribute to the program's effectiveness. Documentation to support troubleshooting errors. More effective user training.

(v) Dependencies

Decision-makers to specify new indicators and formulas.

(vi) Stakeholders

- Kenyan NACC
- iVEDiX
- Kenya DHIS
- Kenya LMIS

10. Implement User Security Changes to Authorizations/ Sharing Permissions

(i) Description

A high standard of security is essential to the Situation Room project.

For this phase, iVEDiX will:

- Review security configuration with Kenya NACC and document security changes.
- Implement security modifications within the configuration (i.e. sharing rules, notes, folders, reports, etc.). Apply security at logical levels as identified during the review -- county level, national level (various government agencies) and exception users (such as Office of President and UNAIDS users).

These security rules will govern data access, report access, sharing privileges, note creation, note sharing, and more. The original security design should be updated based on Kenya users feedback to better meet current working relationships between users and allow for proper governance and control by Kenya NACC.

(ii) Deliverables

- An enhanced Security structure to encompass new users, more clearly defined roles, and new or revised indicators.
- Documentation on security roles.

(iii) Assumptions

- Security configuration changes are available within the iVEDiX framework without customization.

(iv) Expected Value

A more secure, robust environment for all users. More clearly defined limits to each user's access. Better source training materials for new team members.

(v) Dependencies

Kenya NACC provides iVEDiX with a miVEDiX security model requirements document defining user security rights and limitations.

(vi) Stakeholders

- Kenya NACC
- iVEDiX

11. Create Time Attributes

(i) Description

Create time attributes that enhance the ability to view data across meaningful, common sense time periods, (i.e. “last month”, “last year”, etc.).

Adjusting the reports to be a part of this will be covered in a separate section of this specification.

(ii) Deliverables

New boolean columns will be added to dimtime for Current and Previous Month and Year to simplify the common use case data requests. The ETL will need to populate and change the flags based on rules provided by client.

- New Columns
 - CurrentMonthFlag
 - CurrentYearFlag
 - PriorMonth
 - PriorYearFlag
 - StartDate
 - EndDate
- Rules
 - Current month will switch on the day that the ETL is run, assuming it stays monthly.
 - Current Year , Prior Month and Prior Year will be set based on current month.
 - The ‘All Months’ entry is set for current year. So, a full year will contain 13 month entries -- January through December, plus one entry for “All months.” And partial years will have one additional month listed, to cover “All months to date.”

(iii) Assumptions

- The definition of current month, year, etc. is the same for all reports.
- “All months” entry will not be marked as Current month or prior month.
- The Current Month marker should be changed at the same time as the ETL is performed, loading in the prior month.

(iv) Expected Value

These time attributes will be very valuable in the reports as filters and will make the Situation Room automated in the sense that reports will automatically adjust for new data associated to new time periods without users having manual intervention on the reports.

Users will have more options to view data, analyze it, and make decisions off its learnings.

(v) **Dependencies**

None.

Stakeholders

All Situation Room Users

12. Data & Report Enhancements

(a) **Disentangle Certain Indicators by Age and by Gender**

(i) **Description**

Remove or reduce the entangled indicators. Certain indicators can be disaggregated by gender (for example) and other indicators are specific and are already pre-disaggregated by gender (such as #HIV Children on ART).

Disentangled indicator is a best practice when designing a Data Warehouse using an OLAP engine. This practice will allow the configuration to better handle a greater diversity of indicators on location levels (facility, sub-national and national) and on time-specific reporting (daily, weekly, monthly, yearly). This will improve the usability of complex indicators within the system.

(ii) **Deliverables**

Change the ETL logic in storing the data. Specific SID's such as *All Sex, Irrelevant, Unknown*, etc., can be removed.

Change the existing reports using entangled measures *By Age* or *By Gender* with the fundamental measure (i.e. replace *# of people living with HIV and AIDS by Age* or *# of people living with HIV and AIDS by Gender* with *# of people living with HIV and AIDS*)

(iii) **Assumptions**

The data in DHIS stores “disentangled” values that can be loaded in the Data Warehouse. For instance, having the number of people living with HIV and AIDs by Age Group and Sex.

Answers to the following questions:

- Is the number of Female Adults living with HIV and AIDs stored in DHIS?
- Is the number of Female Children living with HIV and AIDs stored in DHIS?

(iv) **Expected Value**

Allow the app to display measure values for adult females, male children, etc. It is not currently possible for instance to know the number of Adults living with HIV and AIDs segregated by Male/Female.

Reduce the number of measures (i.e. one single measure: # of people living with HIV and AIDS instead of two: *# of people living with HIV and AIDS by Age* and *# of people living with HIV and AIDS by Gender*).

(v) **Dependencies**

Source System Data grain and API supports disentanglement.

(vi) **Stakeholders**

Kenya DHIS

(b) Disentangle for Year

(h) Description

of ART people by month or year, can't switch easily between the two -- have to select a different indicator.

Because cumulative data is stored monthly, the way to analyze measure by year is to filter the data by the month of December. Doing this will avoid the recourse to a separate measure suffixed with (Year).

(ii) Deliverables

Change all the reports using the (Year) measure by replacing the latter with the fundamental measure (i.e. Replace: *# of People on ART (DHIS) Year* with *# of People on ART (DHIS)*) and add the filter Month Name = '12 -December'.

(iii) Assumptions

None.

(iii) Expected Value

Reduce the number of measures in the app. Eliminate the user confusion in regards with the need of two separate measures (even though this simplification comes at the price of an additional filter).

(iv) Dependencies

Source System Data grain and API supports disentanglement.

(v) Stakeholders

Kenya DHIS

(c) Remove Disentangle for C Measure

(i) Description

Multiple indicators, the second of which has a C. Root cause has been fixed in the app. This was completed in September 2016.

(ii) Deliverables

Remove all the C measures in the AT.

(iii) Assumptions

No report is using the C measures any more.

(iv) Expected Value

Reduce the number of measures in the app. Eliminate the user confusion in regards with the need of two separate measures that are the same thing.

(v) Dependencies

None.

(vi) Stakeholders

None.

(c) Report Modification & Creation

(i) Description

Upon completion of the preceding development activities, new reports will be created, and existing reports will be modified. Various stages of this specification will allow for new views into the data, which will need to be built for the end-users. Some examples of this are: new indicators, disentangled indicators (Age, Gender, Year), feedback from the training sessions, etc. In addition, complete unit level testing and user acceptance testing will need to occur across all platforms -- iOS, Android, and Windows.

(ii) Deliverables

Reports will be delivered to designated Kenyan NACC contact, having already passed iVEDiX testing. We strongly recommend completing your own User Acceptance Testing at that time, to verify results and ensure a smooth rollout to the end-users.

There will be questions as the work progresses on what should be visualized to realize the potential impact of the new indicators and of improving the existing ones.

(iii) Assumptions

- Indicators will be improved and added during this engagement.
- Requirements for new reports are given by Kenyan NACC.
- If new reports are created using iVEDiX expertise and knowledge of the environment, then Kenyan NACC will act as the validation step for whether the new report meets requirements as specified.

(iv) Expected Value

An improved Situation Room, with a broader set of indicators and focused reports, will support platform adoption.

(v) Dependencies

Kenya NACC defines new reports that would be useful based on the new indicators and new ways Kenya is analyzing data since the original launch of the Situation Room in 2015.

(vi) Stakeholders

- Kenyan NACC
- iVEDiX
- Kenya DHIS
- Kenya LMIS and UNAIDS

12. Stage: Training & Sustainability Actions

(a) Update Existing Training Materials & Create New Training Materials

(i) Description

Update existing training materials and create additional training and Situation Room support materials. These materials will help users access, navigate and adopt the Situation Room.

(ii) Deliverables

- Updated User Guides
- Updated PowerPoint Training Decks
- Micro tutorial videos covering new features, including:
 - **Understanding the User Interface** <https://drive.google.com/a/ivedix.com/file/d/0B9--6M341OSyVXhnLVJiWWILdnM/view?usp=sharing>
 - **Using the Data View (Disc and List)** <https://drive.google.com/a/ivedix.com/file/d/0B9--6M341OSyMGNUOUtTZWRibTA/view?usp=sharing>
 - **Creating & Editing Reports** <https://drive.google.com/a/ivedix.com/file/d/0B9--6M341OSyVGRDWTThKRnJGblU/view?usp=sharing>
 - **Editing Chart Legends** <https://drive.google.com/a/ivedix.com/file/d/0B9--6M341OSyQzBwRUNFNlIWMms/view?usp=sharing>
 - **Navigating the Property Window** <https://drive.google.com/a/ivedix.com/file/d/0B9--6M341OSyWGxQbU1vcExNNIE/view?usp=sharing>
 - **Map Visualization Overview** <https://drive.google.com/open?id=0B9--6M341OSyUDloeXJVakUzcFE>
 - **Creating Frame Level Notes** <https://drive.google.com/a/ivedix.com/file/d/0B9--6M341OSyRzNUaVZ3ekRyQVE/view?usp=sharing>

(iii) Assumptions

All documentation and videos will be written/spoken in English.

(iv) Expected Value

Follow-up reference for trained users. Self-learning materials for users who did not attend a classroom based training session. Overall improved user adoption.

(v) Dependencies

None.

(vi) Stakeholders

iVEDiX to prepare training materials and deliver to Kenya NACC for distribution.

13. Basic User Support for 1 Year

(i) Description

iVEDiX, with support from the all Kenyan and UNAIDS stakeholder will coordinate and provide support for the Situation Room for a period of one (1) year upon acceptance and kick-off of this proposal.

(ii) Deliverables

iVEDiX will:

- Answer and log incoming Situation Room support calls into the Service Desk System and “Fix on First Call” over the phone, Google Hangout, Skype, etc. remotely if possible.
- Manage all incoming Situation Room support emails into the Service Desk System and direct to the necessary support queue, escalating requests to the appropriate party, as needed.
- Monitor the Service Desk System to ensure that all requests for support from each site are met and responded to in an efficient and effective manner.
- In conjunction with the iVEDiX Support, monitor high impact issues to ensure all relevant resolutions are effectively deployed.
- Ensure relevant Situation Room implementation team members are made aware of the current support issues via agreed communication procedures.

(iii) Assumptions

- UNAIDS Information Technology to provide hosting support services.
- UNAIDS Information Technology to provide AIDSinfo Data Source support services.
- Kenya LMIS to provide Data Source support services.
- Kenya DHIS to provide Data Source support services.

(iv) Expected Value

Defined service level agreement and commitment to monitoring, maintaining and supporting the Kenya Situation Room.

(vi) Dependencies

- Availability of all project Stakeholders to collectively participate on calls to define and establish contractual service level agreements for the Kenya Situation Room.
- Access and permission granted by UNAIDS IT to modify UNAIDS Servers, Data Warehouse and ETL logic.

(vii) Stakeholders

- Kenyan NACC
- iVEDiX
- Kenya DHIS
- Kenya LMIS
- UNAIDS

14. Conduct Quarterly Remote User Training Sessions

(i) Description

iVEDiX recognizes that a critical component of the Situation Room training is to build sustainability and country capacity for the use of data and technology. The ultimate objective is to deliver a training for the countries whereby the trained persons (trainers and end users) build proficiency, self-sufficiency and a network of other trainers for collaboration and continuous improvement utilizing the Situation Room. This capability will allow Kenya to build and expand the solution utilizing in-country resources, thus reducing and eventually eliminating the need for outside resources to assist with scaling the solution.

(ii) Deliverables

iVEDiX will:

- Coordinate with Kenya NACC to Schedule Quarterly Remote User Training Sessions.
- Remote User Training Sessions will be delivered via Google Hangouts or similar web conferencing solution.

(iii) Assumptions

- Trainings and training materials will be delivered in English.
- Kenya NACC is responsible for scheduling the quarterly user training sessions and hosting the web conference.
- Kenya NACC will facilitate the quarterly user training web conferences and have subject matter experts available during the call to address non-application related data questions.
- UNAIDS Information Technology to provide hosting support services.
- UNAIDS Information Technology to provide AIDSinfo Data Source support services.
- Kenya LMIS to provide Data Source support services.
- Kenya DHIS to provide Data Source support services.

(iv) Expected Value

Subject matter experts and users will enhance their skills using the iVEDiX platform and understanding of the Situation Room analytical information exposed through the platform.

(v) Dependencies

- Kenya NACC and other agencies advertise and solicit participation to attend the quarterly training sessions.

(vi) Stakeholders

- Kenyan NACC
- iVEDiX

15. Project Management

(i) Description

Update existing training materials and create additional training and Situation Room support materials. These materials will help users access, navigate and adopt the Situation Room.

(ii) Deliverables

- Work with Kenya NACC and iVEDiX project team members to establish project timelines, communication plan.
- Monitor overall project status, address escalated issues that cannot be resolved at another level of project management, and other areas as deemed appropriate.
- Provide leadership and support to the project team.
- Focal point for the project and project team members.
- Lead project meetings or facilitate strategy sessions in conjunction with Kenya NACC Project Manager, analyzing processes and recommending improvements.
- Resolving project, client and staff issues independently and with minimal escalation.
- Identify and QA project efforts to ensure project decision/deliverables are sound.

(iii) Assumptions

- Kenya NACC will assign an internal Project Manager.
- Kenya NACC Project Manager will coordinate, schedule and lead Kenya NACC, Kenya LMIS, and Kenya DHIS resources.

(iv) Expected Value

An organized, well planned project will execute with minimized disruption and optimal efficiency.

(v) Dependencies

None.

(vi) Stakeholders

- Kenyan NACC
- iVEDiX

16. General Project Assumptions

Kenya NACC to identify and assign a Project Manager. The project manager will:

- (i) Coordinate with iVEDiX Project Manager
- (ii) Organize Kenya Stakeholders, Data Source Owners, and other team members as needed
- (iii) Maintain day-to-day control of the Kenyan project team, assignments and deadlines
- (iv) Management of any Kenyan organizational changes
- (v) Manage Kenyan analytical data sourcing, Situation Room usage, and implementation issues
- (vi) Manage project scope and change requests
- (vii) General project administration
- (viii) Communicate and keep informed Kenya NACC Executive Director with the iVEDiX project manager (usage stats, deliverables, timeline, budget, key decisions, and major issues)

Identify and assign named Project Stakeholders with whom project related decision-making capabilities reside. Participation of Project Stakeholders to verify proposed changes and future state. This team will understand how the current solution works, the proposed changes, and the desired outcome.

It is recommended that minimal changes be initiated following Assessment and Design steps. Changes after this point will extend the timeline and cost of the project.

Kenya NACC to identify and develop an internal data owner (i.e. such as the Strategic Information owner) or council (BI Competency Center) and develop a data governance process. This individual will be responsible for signing off and validating all data changes as it relates to indicators and their design and use in the Situation Room.

If NACC has a joint strategic task force participating in data and indicator selections for the Situation Room, then it is expected that this multi-stakeholder task force will be involved in the acceptance process of new indicators.

UNAIDS Information Technology organization will continue to host the Situation Room solution for Kenya.

17. Project Dependencies

- (i) Availability of Data Source Owner and Kenya NACC to collectively participate on design calls, conduct independent research, seek input/approval from others within their respective organizations and make timely decisions.
- (ii) Permission granted by UNAIDS IT to modify UNAIDS Servers, Data Warehouse and ETL logic. Access granted to same.
- (iii) Assigned contractual responsibility to monitor, maintain, administer and support users of the Kenya Situation Room Servers, ETL procedures, data warehouse and miVEDiX configuration.

18. Definitions, Acronyms and Abbreviations

Data Sources - Source data applications, databases, and data warehouses. Examples include Kenya DHIS, Kenya LMIS, and AIDSinfo.

Data Source Owners - The person, persons, teams, or agencies responsible for maintaining, administering, and supporting Data Sources which feed into the Situation Room.

ETL (Extract, Transform and Load) - A programmatic routine used to (1) Extract the data from the source system at the lowest grain (most detailed level possible), (2) Transform the data (translate the data so that it can be compared to complementary data in other source systems that may not use identical “key” data, and apply formulas), and (3) Load the data into the data warehouse.

19. Data Architects

The Data Architect designs and builds relational and dimensional databases for data storage or processing. The consultant will understand data modeling, and Relational and Dimensional Models in particular. The consultant will also understand Relational DBMS, OLAP engines (cubes), SQL and MDX Languages, and use these to develop strategies for data warehouse implementation. The consultant will be familiar with at least one of the commonly-used ETL tools: SSIS, Informatica, Data Stage, or others. The Data Architect will be required to gain sound knowledge of commonly-used concepts, practices, and procedures within a particular field. Finally, they will be familiar with data quality methods, tools and best practices for implementation.

Specific Skills

The ideal consultant will have a strong history of data modeling (both logical and physical) and data design experience. They will be well-versed in the traditional aspects of transactional and analytical processing systems, as well as more traditional database technologies. Finally, the consultant will have solid knowledge of, or experience with, big data appliances: Netezza, Microsoft PDW, Exadata, and other columnar databases. Knowledge of unstructured and emergent platforms (think Hadoop) will be a large bonus.

- In addition to the above, a consultant for the Data Architect position will:
- Have experience with a variety of modeling techniques for data and Object Oriented Design.
- Understand Inman’s warehouse model and Kimball’s data warehouse methodology, with direct experience in their implementations.
- Be able to assess requirements, analyze existing information assets and technology, conceptualize data, and make data architecture recommendations. We want "doers" but we also want "thinkers," people who feel comfortable relying on their own knowledge.
- Be able to communicate advanced technical topics to peers, superiors and outside parties (e.g. clients and partners). Working with non-technical and/or business-minded people will be a regular part of the job, so the ability to navigate these different environments is highly useful.
- Demonstrate analytical and problem solving skills, particularly as they relate to data modeling and enterprise data architecture.
- Have developed and enforced data standards, policies and guidelines in previous work experience.

- Have expertise or a high level of knowledge with at least one enterprise-level data modeling tool, such as Erwin or ER/Studio.
- Finally, knowledge of MDM concepts, processes, and tools will be desirable.

Qualifications

- The consultant will have at least a Bachelor's Degree, but a Master's is preferred
- Field of study: Computer Science, Information Technology, Software Engineering or other related areas
- At least 5 years of relevant work experience

20. iOS Developers

In this position, the consultant will collaborate with cross-functional teams to define, design new Situation Room features. They will unit-test code for robustness, including edge cases, usability, and general reliability. The consultant will also collaborate on bug-fixing and improve application performance. In addition, the consultant should continuously discover, evaluate, and implement new technologies to maximize development efficiency.

Specific Skills

In addition to the above, the ideal consultant for the iOS Developer position will:

- Be experienced and comfortable working in a B2B environment.
- Have experience working with large amounts of complex data on the application development side. Big data is meant to be big!
- Have a strong foundation in objective oriented concepts.
- Possess sound understanding of the full mobile development life cycle.
- Be comfortable on Objective-C and iOS SDK.
- Be familiar with publishing apps and/or deploying apps in enterprise.

Qualifications

- The consultant will have at least a Bachelor's Degree, but a Master's is preferred.
- Field of study: Computer Science, Information Technology, Software Engineering or other related areas.
- 4-6 years of software development experience.
- 2+ years of hands on experience on Objective-C and iOS SDK.

21. Android Developer

Details of the Job

In this position, the consultant will collaborate with cross-functional teams to define and design new Situation Room features. They will unit-test code for robustness, including edge cases, usability, and general reliability. The consultant will also collaborate on bug-fixing and improve application performance. In addition, the consultant should continuously discover, evaluate, and implement new technologies to maximize development efficiency.

Specific Skills

- In addition to the above, the ideal consultant for the Android Developer position will:
- Be experienced and comfortable working in a B2B environment.
- Have experience working with large amounts of complex data on the application development side. Big data is meant to be big!

- Have a strong foundation in objective oriented concepts.
- Possess sound understanding of the full mobile development life cycle.
- Be experienced with Android SDK.
- Have experience working with remote data via REST and JSON.
- Be familiar with publishing apps and/or deploying apps in enterprise.
- Have experience with third party libraries and APIs.

Qualifications

- The consultant will have at least a Bachelor's Degree, but a Master's is preferred.
- Field of study: Computer Science, Information Technology, Software Engineering or other related areas.
- 4-6 years of software development experience.
- 2+ years of Android Development, and have published at least one original Android app.
- Perks of the Job

22. Microsoft Windows Developer

Details of the Job

In this position, the consultant will collaborate with cross-functional teams to define and design new Situation Room features. They will unit-test code for robustness, including edge cases, usability, and general reliability. The consultant will also collaborate on bug-fixing and improve application performance. In addition, the consultant should continuously discover, evaluate, and implement new technologies to maximize development efficiency.

Specific Skills

In addition to the above, the ideal consultant for the Windows 8 Developer position will:

- Have experience with Windows 8 SDK.
- Have experience with C+ and .NET Framework.
- Have experience working with remote data via REST, JSON, SOAP, XML and HTTP.
- Have a strong foundation in object oriented concepts and MVC architecture.
- Be familiar with gesture concepts and touch interface app design.
- Be familiar with the publishing and deployment of apps.
- Possess a basic understanding of databases, including SQL.
- Possess a basic understanding of 2-D visualization and customization of user interfaces.

Qualifications

- The consultant will have at least a Bachelor's Degree, but a Master's is preferred.
- Field of study: Computer Science, Information Technology, Software Engineering or other related areas.
- 4-6 years of software development experience.

SECTION VI:

STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)

- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT _____ Exceeding Ksh 5,000,000

- 2. SMALL ASSIGNMENT _____ Not exceeding Ksh. 5,000,000

- 3. TIME BASED PAYMENT ___ Time based fixed fee Exact duration of contract not fixed

- 4. LUMP-SUM PAYMENT _____ Stated fixed contract sum.

ANNEX I REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

Large Assignments (Lump- Sum payment)

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.

2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

(iii)

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

(iv)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____ day of the month of _____ [month], [year], between _____, [name of client] of _____ [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub consultants

Appendix D: Breakdown of Contract Price in
Foreign Currency

Appendix E: Breakdown of Contract Price in Local
Currency

Appendix F: Services and Facilities Provided
by the Client

(v)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of client]*

[full name of Client's authorised representative] _____ *of* _____ *Client's*

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

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II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;

(i) “Party” means the Client or the Consultant, as the case may be and
“Parties” means both of them;

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(j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;

(k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

(l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

(m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Any action required or permitted to be taken and any

Representatives document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

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1.7 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of the services The Consultant shall begin carrying out the Services of thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures

in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

(x)

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial noncompetitive levels and to deprive the Client of the benefits of free and open competition.

(e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment Upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

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3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts

(i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

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procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified

from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities Neither the Consultant nor his sub consultant[s] of nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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**3.5 Consultant’s
Actions Requiring
Client’s Prior
Approval**

The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C (“Key Personnel and Sub consultants”).

3.6 Reporting Obligations The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultant to be the property of the Client All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and Replacement of Personnel (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

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(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

(xv)

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

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7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

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III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the Clause General Conditions of Contract

1. 1(i) The Member in Charge is _____ [name of Member]

1.4 The addresses are:

Client: _____

Attention: _____

Telephone: _____

Telex; _____ Facsimile:

Consultant: _____

Attention: _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is(_____) [date].

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is _____ [date]

2.3 The period shall be _____ [length of time].

Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

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3.4 The risks and coverage shall be:

(i) Professional Liability _____

(ii) Loss of or damage to equipment and property _____

6.2(a) The amount in foreign currency or currencies is _____ [Insert amount].

6. 2(b) The amount in local Currency is _____ [Insert amount]

6.4 Payments shall be made according to the following schedule:

Note: (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.

- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

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IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

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This appendix will exclusively be used for determining remuneration for additional services.

**APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE
CLIENT**

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ANNEX II

SAMPLE CONTRACT FOR CONSULTING SERVICES

LARGE ASSIGNMENTS AND Small Assignments

Time-Based Payments

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS TIME-BASED PAYMENTS

CONTRACT

This Agreement [hereinafter called “the Contract”) is entered into this _____ [Insert starting date of assignment], by _____ and _____ between _____ [Insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address](hereinafter called “the Client”) of the one part AND _____ [Insert Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultant’s address](hereinafter called “the Consultant”) of the other part.

WHEREAS, the Client wishes to have the Consultant perform the Services [hereinafter referred to as “the Services”, and

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.

(ii) The Consultant shall provide the reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing _____ [Insert start date] and continuing through to _____ [Insert completion date] or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of _____ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as

(i)

well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

4. Project

A. Coordinator

Administration

The Client designates _____
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

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for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees

providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be engaged in certain activities

The Consultant agrees that during the term of this

Contract and after its termination, the Consultant and

any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance The Consultant will be responsible for taking out any appropriate insurance coverage.

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10. Assignment The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.

11. Law Governing Contract and Language The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.

12. Dispute Resolution Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____

Full name _____

Title: _____

Title: _____

Signature; _____

Signature; _____

Date; _____

Date; _____

(iv) LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

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APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(number of month/day/ hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a)	Air Travel		
(b)	Road Transportation		
(c)	Per Diem		
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

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ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL
ASSIGNMENTS LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____ [Insert starting date of assignment], by and between _____ [Insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address](hereinafter called “the Client”) of the one part AND

_____ [Insert Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultant’s address](hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.

- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing on _____ [Insert starting date] and continuing through to _____ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

(i)

3. Payment A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _____ upon the Client’s receipt of a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client’s receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client’s receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates _____ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the

(ii)

assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

12. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

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FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

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LIST OF APPENDICES

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership Given details of partners as follows:			
	Name	Nationality	Citizenship Details
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
Part 2 (c) – Registered Company			
Private	or	Public	
.....			
State the nominal and issued capital of company-			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
	Name	Nationality	Citizenship Details
1.	.....	.....	.....
2.	.....	.....	.....
Date..... Signature of Candidate			

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to _____ supply [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors _____
[name of bank or financial institution]

[address]

[date]

BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
 [*name of Procuring entity*]
[*name of tender*]
 Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [*date*].

Yours truly,
Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS[name of the manufacturer]
who are established and reputable manufacturers of [name and/or description
of the goods] having factories at [address of factory] do hereby
authorize [name and address of Agent] to submit a tender, and
subsequently negotiate and sign the Contract with you against tender No.
[reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for
the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be
signed by a person competent.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of...20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

1.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary

BANK DETAILS FORM- MANDATORY

Provide the following bank details for electronic transfer purposes

Name of the Bidder:.....

Bank Name
:.....

Bank branch name
.....

Bank code
:.....

Bank account
:.....

PIN Number
:.....

VAT Number
:.....

Bank signatory(s)
:.....

.....

Signed.....*date*.....

SELF DECLARATION FORMS (r 62) -MANDATORY

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title)

(Signature)

(Date)

Bidder's Official Stamp

REPUBLIC OF KENYA
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,of P. O. Box being a resident of in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of

..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp